CITY OF SARATOGA SPRINGS

City Council Meeting

February 2, 2021 Via Zoom - Registration Required

Print

7:00 PM

CALL TO ORDER

1. Zoom Registration for Meeting on 2/2/21

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

EXECUTIVE SESSION:

CONSENT AGENDA

1. Approval of 1/19/2021 City Council Meeting Minutes
2. Approval of 1/19/2021 Pre-Agenda Meeting Transcript
3. Approval of 1/19/21 Pre-Agenda Meeting Minutes
4. Approval of 1/5/2021 City Council Meeting Transcript
5. Approve Resolution for Use of Insurance Reserve #1
6. Approve Resolution for Use of Insurance Reserve #2
7. Approve Resolution for Use of Insurance Reserve #3
8. Approve Budget Amendment - Insurance Reserve #1
9. Approve Budget Amendment - Insurance Reserve #2
10. Approve Budget Amendments - Insurance Reserve #3
11. Approve Budget Transfers - Regular
12. Approve Payroll 01/29/21 $871,580.84
13. Approve Payroll 01/22/21 $548,048.61
14. Approve Mid-Warrant - 2021 21MWJAN3 $668,726.71
15. Approve Mid-Warrant 2020 20MWDEC6 $15,376.85
16. Approve Warrant - 2020 20DEC5 $237,044.23
17. Approve Warrant - 2021 21FEB1 $112,105.16

MAYOR'S DEPARTMENT

1. Discussion and Vote: Accept the Saratoga Springs Recreation Center Donation from Mayor Scott Johnson
2. Announcement: Mayor's Food Drive to Benefit Franklin Community Center and Mother Susan Anderson Women & Children's Emergency Shelter
3. Discussion and Vote: Authorization for Community Development Planner to execute HUD mandated Environmental Reviews as a Certifying Officer
4. Discussion and Vote: Approval for Mayor to Sign Saratoga County Office for the Aging Transportation Agreement 2021
5. Discussion and Vote: Approval for Mayor to Sign Saratoga County Office for the Aging Nutrition Agreement 2021

ACCOUNTS DEPARTMENT

1. Award of Bid: Bond Counsel to Walsh & Walsh
2. Award of Bid: Fiscal Advisory Services to Fiscal Advisors & Marketing
3. Award of Bid: Resilient Wedge Gate Valve to Blaire Supply Corp.

FINANCE DEPARTMENT

1. Announcement: American Heart Association Go Red For Women - National Wear Red Day February 5, 2021
2. Announcement: City Hall Department Addresses: Suite Numbers
3. Update: City Finances
4. Discussion and Vote: 2021 Tax Resolution
5. Discussion and Vote: Authorization for Mayor to Sign Agreement with Walsh & Walsh, LLP for Bond Counsel Services
6. Discussion and Vote: Authorization for Mayor to Sign Agreement with Fiscal Advisors & Marketing, Inc for Fiscal Advisory Services
7. Discussion and Vote: Authorization for Mayor to Sign Agreement with Civic Plus for Website and Design Maintenance
8. Discussion and Vote: Budget Transfers - Payroll
9. Budget Transfers - Contingency
10. Set Public Hearing: Local Law number 1 of 2021: A Local Law to Defer Scheduled Payments of Taxes During the COVID-19 Emergency

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PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Blair Supply Corp for Resilient Wedge Gate Valve
2. Discussion and Vote: Authorization for Mayor to Sign Tree City USA Application
3. Discussion and Vote: Authorization for Mayor to Sign Tree City USA Growth Award Application

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PUBLIC SAFETY DEPARTMENT

1. Announcement: COVID-19 Update
2. Set Public Hearing: Amend Chapter 58 of the City Code Entitled Alarm Systems
3. Discussion and Vote: Authorization for Mayor to Sign Agreement with HIXNY
4. Discussion and Vote: Authorization for the Mayor to Sign Contract with CHA Consulting Inc. for Architectural Design Services
5. Discussion and Vote: Authorization for Mayor to Sign Contract with CHA Consulting Inc. for Civil Engineering Design Services
6. Discussion and Vote: Authorization for Mayor to Sign Contract with Hueber-Breuer Construction Co., Inc for Consultant Support Services .

7. Announcement: Retirements

SUPERVISORS

1. Matthew Veitch

    1. Building and Grounds Committee

2. Tara Gaston

    1. COVID-19 Update
    2. Health Committee Report
    3. Technology & Resiliency Committee Report

ADJOURN

January 19, 2021

CITY OF SARATOGA SPRINGS
City Council Meeting

7:00 PM
(via zoom)

DRAFT

7:00 PM

CALL TO ORDER

ROLL CALL

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PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION

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3. Approval of 1/5/2021 City Council Meeting Minutes
4. Approval of 12/29/2020 City Council Meeting Minutes
5. Approval of 12/29/2020 City Council Meeting Transcript
6. Approval of 12/30/2020 City Council Meeting Minutes
7. Approval of 12/30/2020 City Council Meeting Transcript
8. Approve Budget Transfers – Regular
9. Approve Budget Amendments – Regular (Increases)
10. Approval Payroll 1/8/2021 $575,878.41
11. Approval Payroll 1/15/2021 $502,986.18
12. Approval Warrant – 2021 21JAN2 $277,473.28
13. Approve Warrant – 2020 20DEC4 $346,471.68
14. Approve Mid-Warrant – 2020 20MWDEC5 $90,823.48
15. Approve Mid-Warrant – 2021 21MWJAN1 $426.00
16. Approve Mid-Warrant – 2021 21MWJAN2 $15,618.61

MAYOR'S DEPARTMENT
1. Proclamation to Celebrate Soroptimist International – 100 Years of Service for Women and Girls
2. Announcement: State of the City Address on 1/26/2021 via Live Stream
3. Announcement: Community Development Block Grant 2021 Program Year Subgrantee Application Period Now Open
4. Announcement: UDO Project Update
5. Discussion and Vote: Authorization for Mayor to Sign the 2021 Intermunicipal Agreement for Shelter Services
6. Discussion and Vote: Appointment to City Center Authority Board

ACCOUNTS DEPARTMENT
1. Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Cabling, Inc.

2. Discussion and Vote: City Council Approval to Pay Invoice to JJ Keller for Online Classes for OSHA and DOL
3. Appointment: Climate Smart Committee
4. Award of Bid: Extension of Bid – Horticulture Supplies to Dehn's Flowers, Inc.
5. Award of Bid: Extension of Bid – NYS DOH Certified Instructor Coordinator to Art Breault
6. Award of Bid: Proposed Fire Station #3 Design Services to CHA Consulting

FINANCE DEPARTMENT

1. Announcement: Resolution in Memory of Matthew W. McCabe
2. Announcement: NY State "2021 State of the State"
3. Announcement: NYS 2022 FY Budget
4. Update: City Finances
5. Discussion and Vote: Budget Transfers – Payroll
6. Discussion and Vote: Budget Amendments – Water 2021 Adjustment
7. Discussion and Vote: Budget Amendments – Sewer 2021 Adjustment

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Approval to Reimburse Employee #358 for Commercial Pesticide Applicator Renewal/Recertification in the Amount of $450.00
2. Discussion and Vote: Approval to Reimburse Employee #1792 for the Purchase of Caterpillar CAT Turbo Charger Wastegate Actuator for Tub Grinder in the Amount of $34.90
3. Discussion and Vote: Approval to Pay December 2020 Monthly Invoice in the Amount of $3,963.00 to CNA Environmental, LLC for Water Treatment Plant
4. Discussion and Vote: Accept Donation in Memory of Constance Lloyd for the City's Flower Beautification Program in the Total Amount of $150.00
5. Discussion and Vote: Authorization for Mayor to Sign Contract with Dehn's Flowers, Inc. for Horticulture Supplies
6. Discussion and Vote: Authorization for Mayor to Sign Agreement with State of New York Unified Court System
7. Announcement: Accept Street for Snow Plowing Only – Extension of Julian's Way
8. Discussion and Vote: Approval to Accept Urban and Community Forestry Project Tree Inventory and Community Forest Management Plan Grant
9. Discussion and Vote: Authorization for Mayor to Sign Contract with Morton Salt, Inc. for Rock Salt
10. Discussion and Vote: Approval to Pay Invoices #5402221752, #5402223642, #5402225536, #5402226556, and #5402227864 in the Total Amount of $24,004.22 to Morton Salt, Inc. for Rock Salt
11. Discussion and Vote: Approval to Pay Invoices #564345, #564732, #564735, and #564737 in the Total Amount of $260.00 to Absolute Pest Control for Integrated Pest Management Services
12. Announcement: Resolution in Memory of James A. Murphy, Jr.

PUBLIC SAFETY DEPARTMENT

1. Announcement: COVID-19 Update
2. Discussion and Vote: Authorization for Mayor to Sign Contract with Art Breault

SUPERVISORS

Matt Veitch

1. 2021 Board of Supervisors Committee Assignments
2. Presidential Inaugural Committee National COVID-19 Memorial

Tara Gaston

1. COVID-19 Update

DRAFT

2. 2021 Board of Supervisors Assignments

ADJOURN

DRAFT

January 19, 2021

CITY OF SARATOGA SPRINGS
City Council Meeting
7:00 PM
(via Zoom)

DRAFT

PRESENT:	Meg Kelly, Mayor Michele Madigan, Commissioner of Finance John Franck, Commissioner of Accounts Anthony Scirocco, Commissioner of DPW Robin Dalton, Commissioner of DPS
STAFF PRESENT:	Lisa Shields, Deputy Mayor Deirdre Ladd, Deputy Commissioner of Finance Maire Masterson, Deputy Commissioner, Accounts Joe O'Neill, Deputy Commissioner, DPW Eileen Finneran, Deputy Commissioner, DPS Vincent DeLeonardis Matthew Veitch, Supervisor (arrived @7:26) Tara Gaston, Supervisor (arrived @7:24)

RECORDING OF PROCEEDING

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

CALL TO ORDER

Mayor Kelly called the meeting to order at 7:00 p.m.

PUBLIC COMMENT

Mayor Kelly said the public comment period is limited to a total of 15 minutes and individuals are limited to two minutes.

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

Darlene McGraw of Saratoga Springs stated she believes the City is being disrespectful to our Country, as the flags are not lit up. She also spoke to DPS regarding the lack of sidewalk accessibility due to lack of snow removal. She also feels the water in the City is disgusting and won't drink it.

Mayor Kelly closed the public comment period at 7:05 p.m.

Commissioner Madigan stated she drinks the City water daily. She thanked DPW and the Water Treatment Plant for all they do.

Mayor Kelly advised there are 2 items being moved up on the agenda: Commissioner Scirocco's item #12 and Commissioner Madigan's item #1.

Commissioner Scirocco read the following resolution into the record:

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS

IN MEMORIAM
JAMES A. MURPHY JR. 1937-2021

WHERAS, James A. Murphy, Jr., attorney philanthropist, and former mayor of Saratoga Springs, died on January 5, 2021; and
WHEREAS, Mayor Murphy served from 1966 through 1969. At the time he began serving, he was 28 years old, the youngest mayor ever elected in New York at the time. His years in office were a transitional period for our City when our standing as a vacation venue and a centerpiece of a thoroughbred racing faced and uncertain future. He stood proudly among the many Saratogians who worked tirelessly to preserve our place as one of the greatest destinations in the world; and
WHEREAS, his work included his Family Scholarship Fund that provides assistance to Williams College students, his service to the Saratoga County YMCA, and his support of a great number of local charitable and benevolent organizations,
NOW, THEREFORE, BE IT RESOLVED, that this City Council hereby honors the memory and the service of James A. Murphy, Jr., and extends sympathy to his family.

Commissioner Madigan read the following resolution into the record:

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS

IN MEMORIAM
MATTHEW W. McCABE 1958-2021

WHEREAS, Matthew W. McCabe, musician, entrepreneur, and former Saratoga Springs Commissioner of Finance, died in Saratoga Springs on January 12, 2021; and
WHEREAS, Commissioner McCabe served on the City Council from 2004 through 2007. He took the unconventional step of running and serving as an independent, one of only a few Council members to ever do so. From the beginning of his service, he showed his exceptional skill as a listener, and was frequently instrumental in finding common ground in Council discussions. He improved the transparency of the budget process and other procedures and policies of the Finance Department, and developed the position of Director of Finance; and
WHEREAS, his enthusiasm for our city was contagious. He was a skilled and popular musician who owned and operated his guitar and music business for more than 25 years, and he was unsurpassed in his support of local small businesses. Today there are many Saratogians who benefited greatly from his generosity, his experience, and his advice; and
WHEREAS, on February 20, at Caffe Lena, his life and work will be the subject of a virtual presentation and celebration. Information about this event may be found at www.caffelena.org,
NOW, THEREFORE, BE IT RESOLVED, that this City Council hereby honors the memory and the service of Commissioner Matthew W. McCabe, and extends sympathy to his family, and be it further RESOLVED that this Council hereby declares February 20, 2021 as MATT McCABE DAY

The entire City Council sends condolences to both families. A moment of silence was held in honor of these gentlemen.

CONSENT AGENDA

Mayor Kelly moved and Commissioner Franck seconded to approve the consent agenda as follows:
1. Approval of 1/4/2021 Pre-Agenda Meeting Minutes
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15. Approve Mid-Warrant – 2021 21MWJAN1 $426.00
16. Approve Mid-Warrant – 2021 21MWJAN2 $15,618.61

Ayes – All

MAYOR'S DEPARTMENT

Proclamation to Celebrate Soroptimist International – 100 Years of Service for Women and Girls

Mayor Kelly read the proclamation into the record:

A Proclamation of the
City of Saratoga Springs

Proclamation to Celebrate Soroptimist International100 Years of Service for Women and Girls

WHEREAS, Soroptimist International is over 90,000 women strong and will celebrate 100 years of service, as an organization for business and professional women who work to improve the lives of women and girls in local communities and throughout the world;
WHEREAS, the City of Saratoga Springs is home to Soroptimist International of Saratoga County (SISC). Since 1979, its goal is to build upon the mission of the national organization and to provide women and girls with access to education and training needed to achieve economic empowerment.
WHEREAS, Saratoga International of Saratoga County unites with the greater community to fundraise, mentor, and connect with the public to serve women and girls here in the City of Saratoga Springs and the surrounding areas and invites the community to celebrate its continuing success.
WHEREAS, hundreds of women and girls have benefited by programs offered by Saratoga International of Saratoga County such as:
• Project Hope and Power: The club's keystone educational workshop, located in the City of Saratoga Springs, designed to guide domestic violence survivors towards financial independence;
• Dream It, Be It: Career support for secondary school girls that provide access to professional role models, career education, and the resources to set and achieve goals, overcome obstacles, and move forward after setbacks or failures;
• Live Your Dream Award: Assists women with primary financial responsibility for their families in obtaining skills-training and education; and
• Many other opportunities for women to be their best.
NOW, THEREFORE, be it resolved that I, Meg Kelly, Mayor of the City of Saratoga Springs, proclaim January through October 2021 as the ten-month celebration of Soroptimist International for its 100th anniversary and express appreciation to the Saratoga Chapter for their many contributions to our community, AND I invite all businesses and community members to join in the activities in commemoration with Soroptimist International of Saratoga County, and to recognize its positive impact of service to the women and girls in our community.

Announcement: State of the City Address on 1/26/2021 via Live Stream

Mayor Kelly announced the State of the City will be held via live stream on 1/26/2021 at 6 p.m.

Announcement: Community Development Block Grant 2021 Program Year Subgrantee Application Period Now Open

Mayor Kelly announce the application period is now open. Applications are being accepted and are due electronically by 4:30 p.m. March 5, 2021.

Announcement: UDO Project Update

Mayor Kelly advised the consultant has continued to work through draft 2.

Vince DeLeonardis, city attorney, advised the first draft was released to the public more than a year ago. After the conclusion of the public comment time period, a second draft was created. Draft 2 was released in September 2020 and presentations were given the public and the City Council. Staff has met with individuals as requested to provide information on the UDO. A summary of the questions will be provided to the City Council in the coming weeks and the City will work with Cammiros to create draft 3. If the Council feels it has merit for review, it will be submitted to the Planning Board for a formal advisory opinion.

Discussion and Vote: Authorization for Mayor to Sign the 2021 Intermunicipal Agreement for Shelter Services (21-006)

Mayor Kelly moved and Commissioner Franck seconded to approve the mayor to sign the 2021 intermunicipal agreement for the animal shelter services as included with this agenda.

Ayes – All

Discussion and Vote: Appointment to City Center Authority Board (21-007)

Mayor Kelly recommended the appointment of Joe Ogden to the City Center Authority Board. His term will run from 1/19/2021 – 3/20/2024. Joe is replacing Rosemary Radcliff who resigned.

Mayor Kelly moved and Commissioner Dalton seconded to appoint Joe Ogden to the City Center Authority Board effective 1/19/2021 – 3/20/2024.

Ayes – All

Mayor Kelly moved and Commissioner Madigan seconded for the City Council to approve the addition of a discussion and vote item for the extension of the William J. Keller contract on Geyser Road Trail Project. This will bring the agreement into alignment with the adjustments and project deadlines due to COVID. (21-008)

Ayes – All

Discussion and Vote: Approval for the Mayor to Sign No Cost Extension of the William J. Keller Contract as Part of the Geyser Road Trail Project (21-009)

Mayor Kelly moved and Commissioner Madigan seconded to approve the no cost extension of the William J. Keller on Geyser Road Trail Project.

Ayes - All

ACCOUNTS DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Cabling, Inc. (21-010)

Commissioner Franck advised this is an annual licensing and maintenance agreement for the City security system. Funding is in line A3051414-54573.

Commissioner Franck moved and Commissioner Dalton seconded for the City Council to authorize the mayor to sign the contract with Adirondack Cabling, Inc. as included with this agenda.

Ayes - All

Discussion and Vote: City Council Approval to Pay Invoice to JJ Keller for Online Classes for OSHA and DOL (21-011)

Commissioner Franck advised this invoice in the amount of $5,995 is for online learning of OSHA and DOL mandated classes during the pandemic. Funding is in line A3051414-54573.

Commissioner Franck moved and Commissioner Dalton seconded for the City Council to authorize the payment of invoice from JJ Keller in the amount of $5,995 for online OSHA and DOL mandated classes during the pandemic.

Ayes - All

Appointment: Climate Smart Committee

Commissioner Franck re-appointed Dan Barusch to the Climate Smart Committee. This is a 3 year appointment and will run from 2/27/2021 through 2/26/2024.

Award of Bid: Extension of Bid – Horticulture Supplies to Dehn's Flowers, Inc. (21-012)

Commissioner Franck moved and Commissioner Scirocco seconded to extend the award of bid for Horticulture Supplies to Dehn's Flowers, Inc. for an additional year under the same terms, conditions, and prices as listed in bid 2018-48.

Ayes - All

Award of Bid: Extension of Bid – NYS DOH Certified Instructor Coordinator to Art Breault (21-013)

Commissioner Franck moved and Commissioner Dalton seconded to extend the award of bid for NYS DOH Certified Instructor Coordinator to Art Breault/EMS Concepts under the same terms, conditions, and price as listed in bid 2020-02.

Ayes - All

Award of Bid: Proposed Fire Station #3 Design Services to CHA Consulting (21-014)

Commissioner Franck moved and Commissioner Dalton seconded to award the bid for the Proposed Fire Station #3 Design Services, upon the recommendation of the Department of Public Safety and the approval of the City Attorney, to CHA Consulting for an amount not to exceed $300,000.

Ayes - All

FINANCE DEPARTMENT

Announcement: Resolution in Memory of Matthew W. McCabe

This item was addressed prior to the Consent Agenda.

Announcement: NY State "2021 State of the State"

Commissioner Madigan announced the governor has announced his agenda. There is a 'book' of his announcement posted on the governor's website and is attached to this agenda.

Announcement: NYS 2022 FY Budget

Commissioner Madigan announced the governor projects a $63 billion dollar 4 year revenue loss in April 2020. He now projects a $39 billion dollar loss over the next 4 years. The governor stated the federal government has to deliver the $15 billion dollars he has requested to close the deficit so New York State

can afford baseline investments. The governor believes the odds have improved that the federal government will come through with federal aid to the states in 2021. VLT aid has been eliminated. We budgeted $1.163 million in our 2021 budget for VLT aid; now a total loss. The AIM payment will be reduced by up to 20%, and CHIPS aid will also be reduced.

Update: City Finances

Commissioner Madigan advised this will be a recurring topic on her agenda. The City borrowed $11.3 million dollars, which will be paid back. Federal government has released a COVID-19 package, which includes aid to states and local governments. The City is still looking to sell property and working on getting grant reimbursements that are due to us.

Discussion and Vote: Budget Transfers – Payroll (21-015)

Commissioner Madigan moved and Mayor Kelly seconded to approve the budget transfers – payroll as included with the agenda.

Ayes - All

Discussion and Vote: Budget Amendments – Water 2021 Adjustment (21-016)

Commissioner Madigan moved and Commissioner Scirocco seconded to approve the budget amendments – water 2021 adjustment as included with the agenda.

Ayes – All

Discussion and Vote: Budget Amendments – Sewer 2021 Adjustment (21-017)

Commissioner Madigan moved and Commissioner Scirocco seconded to approve the budget amendments – sewer 2021 adjustment as included with the agenda.

Ayes - All

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Approval to Reimburse Employee #358 for Commercial Pesticide Applicator Renewal/Recertification in the Amount of $450.00 (21-018)

Commissioner Scirocco advised this is for a 3 year renewal of DEC pesticide applicator renewal/recertification.

Commissioner Scirocco moved and Commissioner Dalton seconded to approve the reimbursement of employee #358 for commercial pesticide applicator renewal/recertification in the amount of $450.00.

Ayes - All

Discussion and Vote: Approval to Reimburse Employee #1792 for the Purchase of Caterpillar CAT Turbo Charger Wastegate Actuator for Tub Grinder in the Amount of $34.90 (21-019)

Commissioner Scirocco advised an employee found the part needed on Ebay and purchased the part from there.

DRAFT

Commissioner Scirocco moved and Commissioner Franck seconded to approve to reimburse employee #1792 for the purchase of Caterpillar CAT Turbo charger wastegate actuator for the tub grinder in the amount of $34.90.

Ayes - All

Discussion and Vote: Approval to Pay December 2020 Monthly Invoice in the Amount of $3,963.00 to CNA Environmental, LLC for Water Treatment Plant (21-020)

Commissioner Scirocco advised new standards have been adopted regarding monitoring in August 2020. We had to start testing the contaminants by October 24, 2020.

Commissioner Scirocco moved and Mayor Kelly seconded to approve payment of December 2020 monthly invoice in the amount of $3,963 to CNA Environmental, LLC for the Water Treatment Plant.

Ayes - All

Discussion and Vote: Accept Donation in Memory of Constance Lloyd for the City's Flower Beautification Program in the Total Amount of $150.00 (21-021)

Commissioner Scirocco moved and Commissioner Franck seconded to accept the donation in memory of Constance Lloyd for the City's flower beautification program in the total amount of $150.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Contract with Dehn's Flowers, Inc. for Horticulture Supplies (21-022)

Commissioner Scirocco moved and Mayor Kelly seconded to authorize the mayor to sign contract with Dehn's Flowers, Inc. for horticulture supplies not to exceed unit bid price per proposal dated 12/26/18.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Agreement with State of New York Unified Court System (21-023)

Commissioner Scirocco stated this is an annual agreement for cleaning of the courts. The renewal period is from 4/1/2020 – 3/31/2021. The proposed budget is $52,352.

Commissioner Scirocco moved and Mayor Kelly seconded to authorize the mayor to sign the renewal agreement with State of New York Unified Court System for the period of April 1, 2020 through March 31, 2021 in the amount of $52,352.

Ayes - All

Announcement: Accept Street for Snow Plowing Only – Extension of Julian's Way

Commissioner Scirocco announced the City will be accepting the extension of Julian's Way for snow plowing only.

Discussion and Vote: Approval to Accept Urban and Community Forestry Project Tree Inventory and Community Forest Management Plan Grant (21-024)

Commissioner Scirocco stated DPW was awarded grant money from DEC in the amount of $50,000 for a tree inventory and a forest management plan.

DRAFT

Commissioner Scirocco moved and Commissioner Franck seconded to accept the Urban Community Forestry Project Tree Inventory and Community Forest Management Plan Grant in the amount of $50,000.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Contract with Morton Salt, Inc. for Rock Salt (21-025)

Commissioner Scirocco moved and Commissioner Franck seconded to authorize the mayor to sign a contract with Morton Salt, Inc. for rock salt in the amount not to exceed unit bid price per proposal.

Ayes - All

Discussion and Vote: Approval to Pay Invoices #5402221752, #5402223642, #5402225536, #5402226556, and #5402227864 in the Total Amount of $24,004.22 to Morton Salt, Inc. for Rock Salt (21-026)

Commissioner Scirocco advised rock salt was purchased prior to a contract being in place.

Commissioner Scirocco moved and Commissioner Franck seconded to approve to pay Morton Salt, Inc. invoices in the amount of $24,004.22.

Ayes - All

Discussion and Vote: Approval to Pay Invoices #564345, #564732, #564735, and #564737 in the Total Amount of $260.00 to Absolute Pest Control for Integrated Pest Management Services (21-027)

Commissioner Scirocco moved and Commissioner Franck seconded to pay invoices #564345, #564732, #564735, and #564737 in the total amount of $260.00 to Absolute Pest Control for integrated pest management services.

Ayes - All

Announcement: Resolution in Memory of James A. Murphy, Jr.

This was addressed prior to the Consent Agenda.

PUBLIC SAFETY DEPARTMENT

Announcement: COVID-19 Update

Commissioner Dalton announced there were 1,429 new COVID cases last week. There are 540 active cases in the City of Saratoga Springs and hospitalizations have almost doubled in the past 10 days. We don't have enough vaccines in this area. There are 43,000 people in the County who are eligible for vaccines and we get a tiny amount every week.

Discussion and Vote: Authorization for Mayor to Sign Contract with Art Breault (21-028)

Commissioner Dalton moved and Commissioner Franck seconded to authorize the mayor to sign contract with Art Breault.

Aye - All

DRAFT

Commissioner Madigan moved and Commissioner Franck seconded to add an item to her agenda entitled discussion and vote: budget transfers – contingency. (21-029)

Ayes – All

Discussion and Vote: Budget Transfers – Contingency (21-030)

Commissioner Madigan advised the transfer in the amount of $3,000 from contingency is to fund a government services contract with Bolton St. John. Amount in the contingency line prior to this transfer is $250,000 and $247,000 will remain after this transfer.

Commissioner Madigan moved and Commissioner Dalton seconded to approve the transfer from contingency.

Ayes – All

SUPERVISORS

Matt Veitch

2021 Board of Supervisors Committee Assignments

Supervisor Veitch provided a list of the committees he has been appointed to for 2021. The committees include Building & Grounds, Government Review & Efficiency, Law & Finance, H.R. & insurance, etc. He may be appointed to other committees as the year progresses.

Presidential Inaugural Committee National COVID-19 Memorial

Supervisor Veitch announced the County of Saratoga is participating in tonight's memorial for those who lost their life to COVID-19. The Council is leaving all the County building lights on in memory of those people.

Tara Gaston

COVID-19 Update

Supervisor Gaston reported the Board approved a contract with a vendor who will assist the County with changing their dashboard. They are hiring temporary personnel to staff a call center that is being created to answer COVID-19 questions. The County has secured an agreement to use the City Center as a vaccination site should they receive enough vaccines to do so. About 6.5% of the community has been vaccinated.

2021 Board of Supervisors Assignments

Supervisor Gaston reported she has been appointed to the Health & Social Services Committee and the Technology and Resiliency Committee.

DRAFT

ADJOURNMENT

There being no further business, Mayor Kelly adjourned the meeting at 8:28 p.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:

DRAFT

CITY OF SARATOGA SPRINGS PRE-AGENDA MEETING

January 19, 2021

MEETING HELD VIA ZOOM

PRESENT:

Meg Kelly, Mayor

Michele Madigan, Commissioner

John P. Franck, Commissioner

Anthony Scirocco, Commissioner

Robin Dalton, Commissioner

MAYOR KELLY: Okay, good morning. Welcome to pre-agenda for city council meeting, Tuesday, January 19. We will be having a meeting this evening due to the holiday yesterday.

We have no public hearing. Then we move into the presentations. There is no presentation. We'll have one executive session this evening, I mean, right after this meeting, and that is collective bargaining Saratoga Springs PBA.

On to the consent agenda. Are there any edits as described?

On to the Mayor's Department. My first item is a proclamation to celebrate Soroptimist International, 100 years of Service for Women and Girls.

My second item is an announcement. The State of the City Address will be on 1/26/21 via live stream.

My third announcement is Community Development Block Grant 2021 program year sub grantee application period is now open.

My fourth item is another

announcement, UDO project update.

My fifth item is discussion and vote, authorization for the mayor to sign 2021 Intermunicipal Agreement for Shelter Services.

My -- and I would like to add an item to -- an appointment to the City Center Authority Board. And that will conclude my agenda.

On to Accounts.

COMMISSIONER FRANCK: Thank you, Mayor. The first item is discussion and vote, authorization for mayor to sign contract with Adirondack Cabling, Inc. This is an annual licensing and maintenance agreement for the city's security system.

The second item is discussion and vote, city council approval to pay invoice to JJ Keller for online classes for OSHA and Department of Labor. And that will be for 5,995 dollars.

The third item is an appointment to the Climate Smart Committee. I'll be reappointing Dan Barusch to the Climate

Committee for a three-year term.

The fourth item is award of bid for an extension of bid for horticulture supplies to Dehn's Flowers. And that's from Public Works.

And the fifth one is -- item is also from -- this one's from Public Safety and it's extension of bid for the New York State Department of Health Certified Instructor Coordinator to Art Breault.

And the last item is an award of bid, proposed Fire Station Number 3 design services to CHA Consulting. And that is also from Public Safety. And that's what I have for tomorrow -- for tonight, I'm sorry.

MAYOR KELLY: Great. Thank you, Commissioner.

On to Finance.

COMMISSIONER MADIGAN: I'm off mute. So my first announcement -- and I think we're going to be moving this up in the agenda tomorrow night, that the mayor will move this up -- is an announcement for the resolution in memory of Matthew

W. McCabe. We will have a moment of silence for Matt McCabe. He's a former Commissioner of Finance, community force, and friend to many, if not all, of us.

The second item is an update on city finances. I had said this would be recurring. There's really not much new to report. I will have an update on what the Biden administration is proposing in terms of fiscal aid to state and localities. However, that doesn't translate into what we might know that we might be getting for the city of Saratoga Springs. Let the public know that we're still looking at selling property, looking at getting grant reimbursements, and I think that will about cover it. So not a whole lot to say on that tomorrow night.

The remaining items are budget transfers and amendments. The water and sewer budgets are being revised to reflect wage amounts based on 2020 employee contracts as is the case in the general operating budget.

So that's items 3, 4, and 5, and that will complete my agenda. Thank you.

MAYOR KELLY: Great. Thank you, Commissioner.

On to Public Works.

I can't hear you, Commissioner.

COMMISSIONER SCIROCCO: Can you hear me now?

MAYOR KELLY: Yes, thank you.

COMMISSIONER SCIROCCO: Okay. The first item on my agenda is discussion and vote. This is approval to reimburse employee number 358 for Commercial Pesticide Applicator renewal/recertification in the amount of 450 dollars.

The second item on my agenda is discussion and vote, approval to reimburse employee number 1792 for the purchase of Caterpillar CAT turbocharger wastegate actuator for the tub grinder in the amount of $34.90.

Third item on my agenda is discussion and vote, approval to pay December, 2020 monthly invoice in the

amount of 3,963 dollars to CNA Environmental for the water treatment plant. And I'll have more information on that tonight.

Fourth item is discussion and vote, accept the donation in memory of Constance Lloyd for the city's flower beautification program in the total amount of 150 dollars.

The fifth item is discussion and vote, authorization for the mayor to sign a contract with Dehn's Flowers for horticulture supplies, and this is for the summer beautification program.

Sixth item is discussion and vote, authorization for the mayor to sign agreement with New York State Unified Court System, and that's for cleaning services.

Seventh item is announcement to accept the street for snow plowing only. And this is the extension of Julian's Way.

The eighth item on my agenda is discussion and vote. This is approval to

accept Urban and Community Forestry Project Tree Inventory and Community Forest Management Plan grant. And this is a grant for 50,000 dollars that the DEC awarded the Department of Public Works for tree inventory and forest management. And I'll have more information on that tonight.

Number 9 is discussion and vote, authorization for the mayor to sign a contract with Morton Salt, Incorporated for rock salt.

Number 10 is discussion and vote, approval to pay invoices number 5402221752, number 5402223642, number 5402225536, number 5402226556, and number 5402227864 in the total amount of 24,000 to Morton Salt for rock salt.

Number 11, discussion and vote, approval to pay invoices number 564345, number 564732, number 564735, and number 564737 in the amount of 260 dollars to Absolute Pest Control for integrated pest management services.

And number 12 is a resolution for

former mayor in memory of James A. Murphy, Jr.

And that concludes my agenda.

MAYOR KELLY: Thank you, Commissioner.

COMMISSIONER MADIGAN: On your number 8 -- I have a question on your number 8. Do you know if there's a matching requirement for that grant?

COMMISSIONER SCIROCCO: None. There is none.

MAYOR KELLY: No.

COMMISSIONER MADIGAN: Okay, thank you.

COMMISSIONER SCIROCCO: It's 50,000 and none. Nope.

MAYOR KELLY: Yup. Very good.

On to Public Safety, please.

COMMISSIONER DALTON: Thank you, Mayor. The first item on my agenda is a COVID-19 update. The second item on my agenda is discussion and vote, authorization for the mayor to sign contract with Art Breault. Art is a (indiscernible) certified instructor

coordinator who provides medical and emergency management education for the Fire Department. And that concludes my agenda.

MAYOR KELLY: Great, thank you.

Supervisor Veitch has two items, 2021 Board of Supervisors committee assignments and the Presidential Inaugural Committee COVID-19 Memorial.

Supervisor Gaston has two items, COVID-19 update and the 2021 Board of Supervisors assignments.

And if there's no other business, I would like to make a motion to go into executive session to discussion collective bargaining, Saratoga Springs PBA. This is a motion. Is there a second?

COMMISSIONER DALTON: Second.

MAYOR KELLY: Any discussion?

All those in favor say aye.

IN UNISON: Aye.

MAYOR KELLY: Any opposed?

The matter passes.

We'll go into executive session.

Council, please wait until we get into the other room.

(Recess)

Great. We are back from executive session. We've discussed the outstanding matter and we have taken no action at this time.

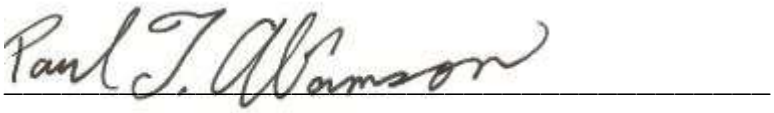
Is there any other business from the council? Okay. Then we are adjourned. Thank you and I'll see you all tonight at 7 p.m. Thank you.

COMMISSIONER MADIGAN: Yeah, thank you.

(Meeting adjourned)

C E R T I F I C A T I O N

I, Paul T. Abramson, certify that the foregoing transcript is a true and accurate record of the proceedings.



Paul T. Abramson

eScribers
352 Seventh Avenue, Suite #604
New York, NY 10001

Date: January 22, 2021

January 19, 2021

CITY OF SARATOGA SPRINGS
City Council Pre-Agenda Meeting
10:00 AM
(via Zoom)

DRAFT

PRESENT: Meg Kelly, Mayor
Michele Madigan, Commissioner of Finance
John Franck, Commissioner of Accounts
Anthony Scirocco, Commissioner of DPW
Robin Dalton, Commissioner of DPS

STAFF PRESENT: Lisa Shields, Deputy Mayor
Deidre Ladd, Deputy Commissioner, Finance
Maire Masterson, Deputy Commissioner, Accounts

Vince DeLeonardis, City Attorney

EXCUSED: Joe O'Neill, Deputy Commissioner, DPW
Eileen Finneran, Deputy Commissioner, DPS

Matthew Veitch, Supervisor
Tara Gaston, Supervisor

CALL TO ORDER

Mayor Kelly called the meeting to order at 10:00 a.m.

CONSENT AGENDA

1. Approval of 1/4/2021 Pre-Agenda Meeting Minutes
2. Approval of 1/4/2021 Pre-Agenda Meeting Transcript
3. Approval of 1/5/2021 City Council Meeting Minutes
4. Approval of 12/29/2020 City Council Meeting Minutes
5. Approval of 12/29/2020 City Council Meeting Transcript
6. Approval of 12/30/2020 City Council Meeting Minutes
7. Approval of 12/30/2020 City Council Meeting Transcript
8. Approve Budget Transfers – Regular
9. Budget Amendments – Regular (Increases)
10. Approve Payroll 1/8/2021 $575,878.41
11. Approve Payroll 1/15/2021 $502,986.18
12. Approve Warrant – 2021 21JAN2 $277,473.28
13. Approve Warrant – 2020 20DEC4 $346,471.68
14. Approve Mid-Warrant – 2020 20MWDEC5 $90,823.48
15. Approve Mid-Warrant – 2021 21MWJAN1 $426.00
16. Approve Mid-Warrant – 2021 21MWJAN2 $15,618.61

No comments.

MAYOR'S DEPARTMENT

Proclamation to Celebrate Soroptimist International – 100 Years of Service for Women and Girls

No comments.

Announcement: State of the City Address on 1/26/2021 via Live Stream

No comments.

Announcement: Community Development Block Grant 2021 Program Year Subgrantee Application Period Now Open

No comments.

Announcement: UDO Project Update

No comments.

Discussion and Vote: Authorization for Mayor to Sign the 2021 Intermunicipal Agreement for Shelter Services

No comments.

Mayor Kelly added an item to her agenda: Appointment: City Center Authority Board.

ACCOUNTS DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Cabling, Inc.

Commissioner Franck advised this is an annual contract.

Discussion and Vote: City Council Approval to Pay Invoice to JJ Keller for Online Classes for OSHA and DOL

Commissioner Franck advised the invoice is in the amount of $5,995.

Appointment: Climate Smart Committee

Commissioner Franck stated he will be reappointing Dan Barusch.

Award of Bid: Extension of Bid – Horticulture Supplies to Dehn's Flowers, Inc.

No comments.

Award of Bid: Extension of Bid – NYS DOH Certified Instructor Coordinator to Art Breault

No comments.

Award of Bid: Proposed Fire Station #3 Design Services to CHA Consulting

No comments.

DRAFT

FINANCE DEPARTMENT

Announcement: Resolution in Memory of Matthew W. McCabe

No comments.

Update: City Finances

Commissioner Madigan stated there is not much new to report. She will provide an update on what is coming out of the Biden administration. The City is still looking at selling property.

Discussion and Vote: Budget Transfers – Payroll

Commissioner Madigan advised this item in addition to the next 2 items are revisions to reflect wage amounts.

Discussion and Vote: Budget Amendments – Water 2021 Adjustment

No comments.

Discussion and Vote: Budget Amendment s- Sewer 2021 Adjustment

No comments.

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Approval to Reimburse Employee #358 for Commercial Pesticide Applicator Renewal/Recertification in the Amount of $450.00

No comments.

Discussion and Vote: approval to Reimburse Employee #1792 for the Purchase of Caterpillar CAT Turbo Charger Wastegate Actuator for Tub Grinder in the Amount of $34.90

No comments.

Discussion and Vote: Approval to Pay December 2020 Monthly Invoice in the Amount of $3,963 to CAN Environmental, LLC for Water Treatment Plant

No comments.

Discussion and Vote: Accept Donation in Memory of Constance Lloyd for the City's Flower Beautification Program in the Total Amount of $150

No comments.

Discussion and Vote: Authorization for Mayor to Sign Contract with Dehn's Flowers, Inc. for Horticulture Supplies

No comments.

Discussion and Vote: Authorization for Mayor to Sign Agreement with State of New York Unified Court System

No comments.

DRAFT

Announcement: Accept Street for Snow Plowing Only – Extension of Julian's Way

No comments.

Discussion and Vote: Approval to Accept Urban and Community Forestry Project Tree Inventory and Community forest Management Plan Grant

Commissioner Scirocco advised this grant is for $50,000 awarded by the DEC.

Commissioner Madigan asked if there is a match for this grant.

Commissioner Scirocco advised there is no match required.

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

No comments.

Discussion and Vote: Approval to Pay Invoices #5402221752, #5402223642, #5402225536, #5402226556, and #5402227865 in the Total Amount of $24,004.22 to Morton Salt, Inc. for Rock Salt

No comments.

Discussion and Vote: approval to Pay Invoices #564345, #564732, #564735, and #564737 in the Total Amount of $260.00 to Absolute Pest Control for Integrated Pest Management Services

No comments.

Announcement: Resolution in Memory of James A. Murphy, Jr.

No comments.

PUBLIC SAFETY DEPARTMENT

Announcement: COVID-19 Update

No comments.

Discussion and Vote: Authorization for Mayor to Sign Contract with Art Breault

No comments.

SUPERVISORS

Mayor Kelly read the supervisors' agenda items into the record as follows:

Matt Veitch: 1. 2021 Board of Supervisors Committee Assignments, and 2. Presidential Inaugural Committee National COVID-19 Memorial.

Tara Gaston: 1. COVID-19 Update, and 2. 2021 Board of Supervisors Assignments.

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EXECUTIVE SESSION

Mayor Kelly moved and Commissioner Dalton seconded to enter into executive session to discuss collective bargaining – PBA at 10:08 a.m.

Ayes – All

*Council returned at 10:36 a.m.

Mayor Kelly advised not action was taken to report to the public.

ADJOURN

Mayor Kelly adjourned the meeting at 10:37 a.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:

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CITY OF SARATOGA SPRINGS COUNCIL MEETING

January 5, 2021

Held at

MEETING HELD VIA ZOOM

PRESENT:

Meg Kelly, Mayor
Lisa Shields, Deputy Mayor
Michele Madigan, Commissioner
John P. Franck, Commissioner
Anthony Scirocco, Commissioner
Robin Dalton, Commissioner
Matthew Veitch, Supervisor
Tara Gaston, Supervisor
Aaron Dyer, Assistant Fire Chief

DRAFT

MAYOR KELLY: Welcome to Tuesday, January 5th city council meeting. I could just make one announcement before we start. Could I have everybody muted except for council? So with -- if you're not on the council or the supervisors please turn off your video, which I think everybody is off. So I need Mr. Millis (ph.) to mute, please. Thank you.

Mr. Millis, can you hear me?

DEPUTY MAYOR SHIELDS: I think he is muted.

MAYOR KELLY: Okay. It's not showing as muted to me.

DEPUTY MAYOR SHIELDS: Okay.

MAYOR KELLY: Okay.

DEPUTY MAYOR SHIELDS: It's not showing that he's on, either.

MAYOR KELLY: Okay. So let's get going.

We have no public hearings this evening, so let's get started with roll call, please.

SECRETARY TO City Council: Commissioner Franck?

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COMMISSIONER FRANCK: Present.

SECRETARY TO City Council: Commissioner Madigan?

COMMISSIONER MADIGAN: Present.

SECRETARY TO City Council: Commissioner Scirocco?

COMMISSIONER SCIROCCO: Here.

SECRETARY TO City Council: Commissioner Dalton?

COMMISSIONER DALTON: Present.

SECRETARY TO City Council: Mayor Kelly?

MAYOR KELLY: Here.

SECRETARY TO City Council: Supervisor Veitch?

SUPERVISOR VEITCH: Here.

SECRETARY TO City Council: And Supervisor Gaston?

SUPERVISOR GASTON: Here.

MAYOR KELLY: Please rise for the Pledge of Allegiance.

IN UNISON: I pledge allegiance to the flag of the United States of America and to republic for which it stands, one nation, under God, indivisible, with

DRAFT

liberty and justice for all.

MAYOR KELLY: Thank you. Next on the agenda is our public comment period. We will keep the comments up to two minutes each. There will be a bell to signify your time. Public comment period will continue up to fifteen minutes. We will be respectful to speakers while addressing the council as a whole. Please do not interrupt the person speaking or engage with members of the public. As a reminder, public comment is not a dialogue. It's a discussion with council members. However, at the end of the public comment period, the council may respond to any comment. Anyone who wishes to address the council on any issue will now do so by raising your hand in Zoom.

So we have a couple people on here. I'm going to ask if Mr. Millis, Anna Plant (ph.), want to speak.

DEPUTY MAYOR SHIELDS: It doesn't look like it or Louise Kerr (ph.) also is on. But it doesn't -- no one is raising

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their hand, so I would say that there's nobody for public comment. There is one person coming in, Mayor.

MAYOR KELLY: All right.

DEPUTY MAYOR SHIELDS: Steve Gordon (ph.) just walked in but, again --(audio interference).

MAYOR KELLY: Okay. So is there anybody in the -- on the Zoom call that wants to public comment? Please speak up.

Okay. So I don't see anybody speaking up or raising their hand, so I'm going to close the public comment period. We have no executive sessions this evening, so we'll move right on to the consent agenda.

I move that the city council approve the consent agenda as included with this agenda. This is a motion. Is there a second?

COMMISSIONER DALTON: Second.

MAYOR KELLY: Any discussion?

All those in favor say aye.

IN UNISON: Aye.

DRAFT

MAYOR KELLY: All those opposed say no.

The matter passes.

On to the Mayor's Department. My first item is an announcement. The 2021 Community Development Block Grant sub-grantee application period opens 1/15/21. The Community Development Department will be opening up the sub-grantee application period for the Community Development Block Grant 2021 program year starting January 15. Application guidance and forms and the program year schedule will be made available on the city website very soon.

My next item is discussion and vote, approval to hire a senior planner in the Planning Department.

As the council is aware, the administrator of Planning and Economic Development has retired. My recommendation is for the Deputy Mayor to fulfill the department head's duties for now and to hire a senior planner for the essential planner's duties, which include

DRAFT

managing the Design Review Commission.

This retirement is an opportunity to take a fresh look at our staffing plan and adjust the organizational structure where necessary.

Hiring a senior planner at a lower salary is fiscally responsible now, especially with the budget constraints while we evaluate the department needs.

Funds to cover this position are readily available in our 2021 approved budget. The senior planner is an established title in the CSEA contract. The Civil Service Commission met on 12/29/20 and approved the second planner -- senior planner position. A budget transfer of 61,912, grade 14, step 1, will be submitted for the next council meeting.

So I move that the city council approve the hiring of the senior planner in the Planning Department. This is a motion. Is there a second?

COMMISSIONER FRANCK: Second.

MAYOR KELLY: Any discussion?

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COMMISSIONER MADIGAN: So I'm going to vote no tonight on this position. Because on my agenda, there is an update about city finances. It'll be a sobering update for the beginning of the fiscal year 2021. And at this time, I think we need to enforce our hiring freeze, and especially a hiring freeze for those positions in which employees have just retired.

The best way to save money is to delay replacing retired employees. And I appreciate that it will save some money since the entire salary has been budgeted for this position. And it was significant because it was a significant senior level position that we had retiring. But if these type of positions, I'm hoping people will retire and we can go a long while until we have a better idea of what the future will hold for us before we move forward and replace them.

I do appreciate that the Planning Department is quite busy, I guess. I

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don't know, really, much about how busy they are with COVID still being with us. I did look through some old agendas. There's definitely some activity in DRC. But primarily, DRC seems to be our least busy of the three planning units. So it's not personal but I -- I'm very concerned about city finances right now. Thanks.

COMMISSIONER DALTON: Can I ask what the approximate differential was between what the one was prior to this (audio interference).

MAYOR KELLY: I believe it was around 150.

COMMISSIONER DALTON: So it's a fairly significant (audio interference) --

MAYOR KELLY: Yes.

COMMISSIONER DALTON: -- but wasn't.

MAYOR KELLY: Yes.

COMMISSIONER DALTON: Okay.

COMMISSIONER SCIROCCO: Unfortunately, she -- you might be right, but progress, as far as the DRC and the

DRAFT

planning board and all that stuff, it doesn't -- it just doesn't stop in the city. And my understanding is the workload is there. It's not like it's not there. Obviously, the planner has retired and somebody has to take over that part of it. It just makes -- it makes sense to put another senior planner in there at roughly, probably less than what the -- what the total salary would be. And then as far as -- done the road, then we could just evaluate the position down the road. But I think it makes a lot of sense then. And it's financially, and both financially and administratively, it makes sense.

So again, I'm going to support it under those conditions.

MAYOR KELLY: Any other comments?

Okay, all those in favor say aye.

IN UNISON: Aye.

MAYOR KELLY: Those opposed say no.

COMMISSIONER MADIGAN: No.

MAYOR KELLY: Any abstentions?

The matter passes.

DRAFT

My third item is discussion and vote, Saratoga Springs Recreation Department Part-Time/Seasonal Personnel Referee Proposal.

Any part-time/seasonal hourly employee will be paid the approved 2021 starting hourly rate effective 1/30/21. Please note, if any employee current or returning rates exceeds the proposed rate, the employee will be frozen at the issued rate received within the last twenty-four months.

I move that the city council approve the Saratoga Springs Recreation Department Part-Time/Seasonal Personnel Referee Proposal as included -- or it wasn't included with the agenda. I sent it to the council just before the meeting. This is a motion. Is there a second?

COMMISSIONER FRANCK: Second.

MAYOR KELLY: Any discussion?

All those in favor say aye.

IN UNISON: Aye.

MAYOR KELLY: Any opposed say no.

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The matter passes.

And I'll turn it over. That concludes my agenda. I will turn it over to Commissioner Franck from Accounts.

COMMISSIONER FRANCK: Thank you, Mayor. We just have one item this evening. It's an announcement that the state has passed legislation to address senior and disabled homeowner exemptions.

The New York State Legislature held a special session and Governor Cuomo signed into law the COVID-19 Emergency Eviction and Foreclosure Prevention Act. This legislation includes a provision that covers senior citizens and persons with disability exemption for the 2021 assessment roll.

The legislation, one, requires local governments to carry over senior citizen homeowner exemption and disabled homeowner exemptions from 2020 assessment roll to the 2021 assessment roll at the same levels; two, it requires local governments to provide renewal applications via electronic or postal

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mail for individuals who may be eligible for a larger exemption in 2021; three, it allows local governments to specify procedures where the local assessor may require renewal applications from residence who they no longer believe qualify for the exemption. And it also bars any requirement that a recipient be required to appear in person to file a renewal if one is required.

So I had Tony Popolizio briefly go over that with you yesterday. As we talk to more local governments, we'll probably address this at the next meeting also.

Thank you, Mayor. That concludes my agenda.

MAYOR KELLY: Thank you, Commissioner. On to Commissioner Madigan of Finance, please.

COMMISSIONER MADIGAN: Thank you, Mayor.

So my first item is an update on city finances. This will be a recurring topic at most 2021 council meetings.

Yesterday, I distributed an updated

DRAFT

cash flow worksheet to the council. In the future, I'll try to have those uploaded, but we didn't have it quite completed by the time I wanted to get the agenda out but I knew I wanted to give an update.

The cash flow is the money that we have in the bank. And mostly what we have in the bank right now is what we just recently borrowed from Adirondack Trust. You will see a lot more money coming into the bank as we get into February with our first quarter property taxes.

So that's money that we expect to be -- money in our bank account, money that we expect to be coming into the bank and money going out of our bank account.

Budgets what we plan to do with the money. In years past, prior to COVID-19, the budget has been a bit less than the money that we've had in the bank, which is good. We can outlay cash to cover grants and other things, and we can wait for that reimbursement.

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Right now, our cash flow is not great and we keep running into this problem. We ran into it last June and last December, and we're going to run into it again this June.

In 2020, we planned on spending a certain amount. However, money coming in was much lower than expected, and we used that money as you know, we've been through 2020.

So I want to make sure that the council and the public hears this message. 2021 is looking very similar. And unless there are significant revenue breakthroughs, our financial situation will be similar to 2020.

As of June 2021, we will require approximately seven million dollars. We will be seven million dollars in the red. We will have less than what we planned for. We will have additional cash flow coming in throughout the year. But in June, we have large disbursements. And that's what that cash flow shows you. And we will not have the cash to cover

DRAFT

those disbursements that will come in.

So making the council aware of amounts of actual cash on hand at all times is key and is outlined in the charter that I am supposed to be doing this. I -- we have borrowed already 11.3 million dollars. We have sufficiently burdened future administrations and generations with pandemic-related financial choices, and we are going to require some discipline now to enter into 2022 and beyond.

So again, in June, the city will experience a substantial dip in cash flow, a 7.3 million-dollar cash deficit. This is up for change all the time. If we can get some federal fiscal aid in, the cash flow will change.

I am going to be looking at sales tax for January, February, March, and April. I think those numbers are a bit low. But I don't know yet. I don't know what the impact of COVID and the variant strain is going to be on our city revenues in the first quarter of the

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year.

So while we can hope for increased revenue, pursue federal and/or state bailout aid, and any other resources that have not been included here, we must plan for those figures that we have before us in black and white and in the red, which is the 7,306,349 dollars.

I also requested in the email questions and comments to be emailed to me so that I can prepare and be responsive to the council and the public. I'm also looking for your suggestions as to how we might meet the challenge of the projected cash flow projections through June 2021, in which, again, we will be negative 7,306,349 dollars. That's it.

Item number 2 is a discussion and vote, refunding for the bond resolution.

The Finance Department has --

COMMISSIONER DALTON: (Indiscernible)

COMMISSIONER MADIGAN: Yes?

COMMISSIONER DALTON: Sorry. Can I ask you a quick question on your first

DRAFT

item?

COMMISSIONER MADIGAN: Yes.

COMMISSIONER DALTON: Do we have any -- does the real property sale and stuff you're looking into and the (audio interference)?

COMMISSIONER MADIGAN: I don't have an update on that. But that's another thing that could bring revenue in and will change our projections. So I appreciate you bringing that up because I meant to mention that. Some of the things that are on the horizon where, potentially, we budgeted for five million dollars in fiscal aid which we don't have yet. That will be helpful.

Selling property will be helpful and bring in new revenue. We also have about 1.6 million dollars still outstanding in grant reimbursement for the Geyser Road Trail with DOT. So that will change cash flow projections. But I want to make sure that you had an update as to where we are right now with cash flow.

So as those reimbursements or funds

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come in, I will make the council aware. And as sales tax projections perhaps change, I will make you aware.

COMMISSIONER DALTON: Thank you.

COMMISSIONER MADIGAN: Any other questions?

All right. So my item number 2 is discussion and vote, refunding bond resolution.

The Finance Department has initiated a bond refunding, a refinancing in the amount of three million dollars for bonds dated June 15, 2013, due to mature on June 15, 2033. The action will result in present value savings and debt service as required by local finance law. Exact amounts to be announced after the public sale. I think this is my fourth bond refinancing, which is saving us fairly significantly on debt service and our ability to issue further debt.

So I move that the city council approve the refunding bond resolution as included with the agenda. The matter requires a four-fifths vote, and I ask

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for a roll call vote as well, please.

SECRETARY TO City Council: We needed a second.

MAYOR KELLY: Oh, I'm sorry. Is there a second?

COMMISSIONER DALTON: Second.

MAYOR KELLY: Any discussion?

COMMISSIONER FRANCK: (Indiscernible)

SECRETARY TO City Council: Commissioner Franck?

COMMISSIONER FRANCK: Aye.

SECRETARY TO City Council: Commissioner Madigan?

COMMISSIONER MADIGAN: Aye.

SECRETARY TO City Council: Commissioner Scirocco?

COMMISSIONER SCIROCCO: Aye.

SECRETARY TO City Council: Commissioner Dalton?

COMMISSIONER DALTON: Aye.

SECRETARY TO City Council: Mayor Kelly?

MAYOR KELLY: Aye.

The matter passes.

DRAFT

COMMISSIONER MADIGAN: Item number 3 is a discussion and vote, Budget Transfers - Payroll.

These transfers are to make expected adjustments to the 2021 budget. This was discussed at the 11/30/20 city council meeting and at budget workshops prior. The budget was completed and passed swiftly. Review and adjustments will be required throughout the next couple of months.

Budget transfers neither increase or decrease the 2021 budget. They reallocate expenses from one appropriation to another.

Lines 1 through 2 move funds from amounts budgeted for the discount issued for 2021 annual tax payments completed by March 1 to the line for part-time senior clerk approved last year to assist the Finance Department during short staffing and increased tasks.

This is actually a position that fits in the Accounts Department. It's the records manager position.

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Lines -- and they are also helping the Building and Planning Department with their records and documents that are stored.

Lines 3 through 4 move funds from the Fire Department battalion chief to the assistant chief to accommodate a reorganization decided after the 2020 budget was approved. This is a reallocation of funds budgeted in the 2021 Fire Department budget for the battalion chief.

After the budget vote, the Public Safety Department decided its preference was to have an assistant fire chief instead of a battalion chief. This does not change the plans included in the 2021 budget since the comprehensive budget plan to reduce the number of Fire Department chiefs from three to two. Only the title is different.

I move that the city council approve the Budget Transfers - Payroll as included with the agenda. This is a motion.

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MAYOR KELLY: Is there a second?

COMMISSIONER DALTON: Second.

MAYOR KELLY: Any discussion?

All those in favor say aye.

IN UNISON: Aye.

MAYOR KELLY: Any opposed?

The matter passes.

COMMISSIONER MADIGAN: Thank you. That completes my agenda.

MAYOR KELLY: Thank you, Commissioner. On to Public Works.

COMMISSIONER SCIROCCO: Thank you, Mayor. I don't have anything on the agenda right now, but I do -- I think I want to add one item. And it's to add to the decorative lights on Broadway. And it's just an announcement.

MAYOR KELLY: Okay. Okay. Is there a second?

COMMISSIONER FRANCK: Second.

MAYOR KELLY: Any discussion?

All those in favor say aye.

IN UNISON: Aye.

MAYOR KELLY: Any opposed?

The matter passes. Go ahead,

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Commissioner.

COMMISSIONER SCIROCCO: Thank you.

This is just an announcement. This is in regards to the decorative lights that we put up every year on Broadway. I thought that it would be a good idea this year to leave them up a little bit longer. I know in the past we've taken them down. Like this week, we were ready to take them down.

I think it's -- it kind of keeps the Christmas spirit, the holiday spirit for residents and visitors that come into the city alike. It makes a lot of sense to do that right now, given the fact that COVID is kind of like on everybody's mind. I think we need something to kind of calm the waters a little bit. And people really appreciate the lights and they appreciate that part of it.

So I think what we're going to do is DPW will keep those, at least the wreaths and the lights that are strung across the side street, I think (indiscernible) Street. We're going to keep those --

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keep those lights up, at least till the end of the year -- end of the month.

MAYOR KELLY: That's great, Commissioner. I think that's a great idea. I love that. So I think -- it just brings some kind of joy into the city. So I appreciate that.

COMMISSIONER SCIROCCO: You're welcome.

MAYOR KELLY: Anything else, sir?

COMMISSIONER SCIROCCO: That's it.

MAYOR KELLY: Okay. Thank you. On to Public Safety, Commissioner Dalton.

COMMISSIONER DALTON: Thank you, Mayor. The first item on my agenda is a COVID-19 update, which is rather lengthy.

So first, I wanted to go through some of the numbers and where we're at. I know we just get numbers thrown at us all the time when it comes to COVID-19, so I thought it would be helpful to compare where we were two weeks ago as to where we are now.

On December 18th, we had in Saratoga County 1,457 active COVID-19 cases.

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Today on January 5th, we have 2,770 active cases, which is, you know, a huge increase.

In the city of Saratoga Springs on December 18th, we had 175 active cases. Today, we have 343 active cases in the city of Saratoga Springs. The county had a seven-day rolling average positivity rate of 6.75 on December 18th. Today, our positivity rate is eleven percent. So almost double.

On December 18th, we had thirty-three people hospitalized. Today, we have fifty-two people hospitalized. On December 18th, we had twenty-nine deaths. Today, we have thirty-five deaths.

So as you can see, the numbers are just so deep with the continued surge. And so I would advise every Saratogian to be as mindful as possible about where they're going and what they're doing. And, of course, always wear your masks, social distance, do all the things that you know you need to do. But really be cautious about where you're going and

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what you're doing, because this is, as you know, community-spread.

We don't -- people who are getting infected don't know how they're getting infected or where it came from. Often times, we're making all the right choices, and so I really encourage people to be safe, stay home, order in. You can support our local businesses without having to go in and physically be in the places and be in contact with them.

Secondly, schools are open for in-person learning. They opened yesterday after winter break. I applaud all the protocols and their diligence. They've done a spectacular job. And if that changes at all, I will keep the community apprised. But as of now, all Saratoga Springs city schools are open for in-person learning.

Thirdly, I just wanted to make people aware again, that we have three locations within the city where you can pick up free face masks at any time. One is just inside the entrance of the Police

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Department. You literally open the door and there's a big box right there of disposable masks that are available to anyone. We also have them at the entrance to the Recreation Department on Vanderbilt as well as at the Franklin Community Center. So if you or your family are in need of masks, please feel free to come and take as many as you need. It is just on an honor system. Take whatever is necessary.

Then, I wanted to talk about the emergency room at the hospital. Just a reminder to people that, obviously, if you are feeling ill or have an injury of any kind, do not hesitate to seek out the prevalent need, but lease remember that we have twenty urgent care centers in the area, (audio interference), Wilton Medical Arts, and then, also, in (indiscernible) Adirondack Urgent Care. And then also, Saratoga Hospital has terrific telemedicine. And so if you're experiencing a condition that's minor and you feel it could be initially rest at

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home medicine, that would be a terrific first step so we could take some of the pressure off of the emergency department that they're experiencing right now.

Next, I would like to talk about -- we have entered the first stage of vaccinations. The first group of people being vaccinated are in phase 1-A. These are our frontline high-risk workers. These are people who are working in a hospital. They're doctors or nurses. Our Fire Department, as you all know, are also EMS and paramedics. They have begun getting vaccinated, but the appeal that we're putting out there from -- to the public is that we are very much in need of people to help facilitate these vaccinations. So if you're a former doctor, a former nurse, medical student, so on and so forth, there's a whole list online. If you want to volunteer to help facilitate these vaccinations, that would be tremendous. That is what we need right now.

The city and the county are also

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working together to identify points of distribution, PODs is what they're called, for people to go and get vaccinated. We're in the very early stages of doing that. One of the places that has been suggested and looked at is the City Center for residents of Saratoga Springs. Again, in the early stages, there are a lot of requirements from the state that you have to meet to become a point of distribution for -- to be a point of distribution for vaccinations.

Aside from that, lastly, I wanted to just add a lot of people have continued to ask if we have been designated a micro-cluster zone. We have not. If anything changes in that regard, I will let you know. The emphasis really seems to be, though, on hospitalization rates and how many beds we have available, which has remained relatively stable in our area, and that's a very good thing as opposed to the positivity rate, which has -- I just mentioned, gone over it directly.

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Does anyone have any questions on any of those?

MAYOR KELLY: I do -- I do, Commissioner, thanks. And I know you and I have spoken today, but I don't know if there's any update at all on the county's program and their rollout for this vaccine.

I have not heard anything. I'm the mayor of the biggest city in the county. I've had no communication with the county. And I talked to the hospital today who has had no communication with the county. I talked to Carrie Warner (ph.) who has had no communication with the county.

So I'm a little perplexed at what this plan is. I'm talking to any services who went to Warren County, Glens Falls Hospital, to get their clients vaccinated. Where there's living resources in Saratoga Springs is trying to get into Albany and they're having difficulty doing that.

So why are we sending people living

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here outside of the county? That's my question. And I just don't know. People are asking me as a mayor how is this happening. I have no clue and I don't get any answers.

So I don't know if you can help me out. I don't think you can because I know we discussed it. But I wanted to put it on the record that I have no idea. People ask me every day. I get as many emails as all of you commissioners. And I'm going to tell you, I don't have any answers and I don't get anything from the county.

COMMISSIONER DALTON: I appreciate your frustration very much. As you know, we don't have a public health department. So we are reliant on the county health department for information, whether it's about vaccinations or metrics.

I don't have an answer for you. I would definitely defer to the public supervisor who I'm aware we're going to have an update at the end of this meeting. I'll refer the question to

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them. I think they will have the information that you're looking for. But I do not have it at this time.

MAYOR KELLY: Okay, thanks.

COMMISSIONER DALTON: Sorry I can't be more helpful there.

Anyhow, that concludes the COVID-19 updates. The second item on my agenda is pre-foreclosure and foreclosure prevention announcements. Which is in March of 2017, we received a grant from the Local Initiatives Support Corporation for the (indiscernible) property mitigation and prevention initiatives.

Over the past two years with the money from this grant, our department has been able to create a vacant structural ordinance and registry, hold community outreach informational meetings, create a database, help to reform code enforcement costs, and mail postcards and letters that can help proactively address foreclosure or pre-foreclosure prevention.

I just wanted to make the council

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and the public aware that the last requirement of this grant is to send out informational letters on foreclosure prevention. If you receive this letter, it does not mean you are in foreclosure or pre-foreclosure. It is simply a letter that we send out to residents of the city that has resources and information if indeed they are in that position.

So the letter is attached to the agenda. People can read it. But I just wanted to stress to the public and also make the council aware that if you get this in the mail, do not immediately panic and assume that for some reason your property is in foreclosure or pre-foreclosure. This is simply informational to help people who may or may not be in that situation.

Then finally and third, a very happy announcement, and I think he is on our call, is regarding Chief Dyer. Are you -- has he got there yet? Hello.

So I'm delighted, delighted to

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announce that Battalion Chief Aaron Dyer has been promoted to the position of Assistant Fire Chief, effectively December 26th, 2020.

So I just wanted to applaud him on this promotion. He has been an incredible asset to us, especially throughout this pandemic. He has managed COVID enforcement and every element of this pandemic in front of making sure businesses stay compliant to just everything, truly, as it comes from the state and it's delivered to the city about COVID-19. Chief Dyer has been on top of all of it and managing it with our very small (indiscernible) COVID enforcement staff. And we have some terrific candidates who applied for this. But I feel that Chief Dyer is very deserving of the position. I just wanted to briefly also read the announcement from our fire chief, Joe Dolan (ph.).

(Indiscernible), it is a privilege to announce Battalion Chief Aaron Dyer's promotion to assistant chief. Battalion

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Chief Dyer's promotion to assistant chief is effective on December 26th. He has been with the department for over twenty-two years. His presence on the administration has been positive and supportive and (indiscernible) role. Chief Dyer has reflected a calm demeanor and positive attitude throughout his tenure with the Saratoga Springs Fire Department. He has repeatedly demonstrated leadership, knowledge, and abilities throughout his career, most recently during this pandemic, as he was responsible for the safe reopening of businesses in Saratoga Springs.

He has elevated the Fire Prevention Office to higher levels despite the loss of civilian staff.

There were many well-qualified candidates for the position of assistant chief. I thank those who interviewed. It is rewarding to see how many people (indiscernible) who have who are willing to interview for such an important promotion. I will ask you to join me in

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wishing Battalion Chief Aaron Dyer sincere congratulations of his promotion to assistant chief. Congratulations, Joe Dolan. So congratulations, Chief Dyer. Well deserved.

CHIEF DYER: Thank you.

MAYOR KELLY: Can I say a few words?

COMMISSIONER DALTON: Absolutely.

MAYOR KELLY: Chief, I think it's great. It's great news. It's not just COVID. We went through the fire with you, too. So you have been there through everything with us. And I think Commissioner Dalton said it best. Your calm demeanor, you don't get excited about anything. And that's good when you're dealing with Meg Kelly. So that's great, right? But I do appreciate the responsiveness that you had given me personally is truly amazing. It could be 10 o'clock at night, it could be 2 a.m., and you will always answer me. It's really, really amazing. And I appreciate that as someone who needs answers rapidly, you're always right there. But

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more than anything, I think that the choice was well-deserved, and I wish you many, many years. So congratulations.

CHIEF DYER: Thank you. I'll do my best.

COMMISSIONER MADIGAN: I'd like to say congratulations. I'd like to say congratulations to you also. And of course, I always put my Commissioner of Finance hat on, and just so the public knows that we are not going to be replacing the battalion chief position. We're going to leave that unfunded, as if we did actually have a retiree and left it unfunded. But congratulations to you.

CHIEF DYER: Thank you, Commissioner.

COMMISSIONER MADIGAN: It's well deserved.

COMMISSIONER DALTON: I'm glad you said that, Commissioner Madigan, because Chief Dyer is going to continue to be overseeing the COVID Enforcement Department as well as take on the responsibilities of the assistant chief,

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which is just unprecedented. He already has incredibly just an enormous work load. I know he's capable of doing that, but for him to make this sacrifice really reflects how seriously he takes the situation we're in financially. So I thank him so much for that.

CHIEF DYER: Thank you.

COMMISSIONER DALTON: All right. Thank you. That concludes my agenda.

SUPERVISOR VEITCH: Congratulations.

MAYOR KELLY: Okay, thank you. On to the supervisors, Supervisor Veitch.

SUPERVISOR VEITCH: Thank you. Happy new year, everybody. I haven't seen any of you, I don't think, since January 1st. So happy new year, city council. Good to see you.

My first agenda item is just to review quickly the 2020 budget from our Saratoga County that was approved on December 9th of 2020. Just a couple of quick highlights that are in the budget. The first is that we did find -- did actually approve the 350,000 dollars for

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IT improvements to our county supervisors' boardroom. It's going to include a lot of different things like integrating our audiovisual system with conferencing software, upgrading all the microphones in the AV system, upgrading our boardroom and our committee room with better screens and things for when we maybe finally have people back in our room so that we can see what's going on in the meeting, and also allowing for video and streaming of our meetings, and also adding some public Wi-Fi in some of the areas where the public will be at the county, such as the treasurer's office, the clerk's office, Board of Supervisors, and the Social Services Department. We don't have any public Wi-Fi at the county right now, so it would be good to have that upgraded.

I am really excited that we're going to finally be video streaming our meetings. I can't believe I'm saying that in 2021 that that's a big deal because everybody does it, as well as

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getting our meetings so that people could hear what's going on in the room because right now, when you call into the county, it's really awful and you can't hear anything. I feel bad for the public and for anybody else who calls in for our meetings right now who can't really determine what's going on.

It's a big boardroom. There's twenty-three supervisors. And the way that we handle it right now does not meet the needs for what we want to do.

So it's going to take a little while to get it all installed because it's a large expense, but I'm glad that we're moving forward with that this year in our budget.

We also added 75,000 dollars to our budget to add a public information officer. I think part of the problem with what's going on with the current pandemic among other things is sometimes a lack of communication as the mayor had stated. So we need some better communication, and I think this will help

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a little bit to get the message from the Board of Supervisors to the public as to what's going on, number one, with what we're doing at the county but on other matters as well.

And then we also did several other personnel changes in addition to the various departments to hopefully serve the public more efficiently in the departments.

We did really scrutinize all those justifications for those positions that the department heads wanted because I think its good for us to understand what they need and to meet those needs. Because really our job is to serve the public of Saratoga County from our departments.

And that's it for the budget. Again, it did pass -- did pass at the meeting, so I'm glad that we're moving forward with that.

Next on the agenda is just a quick update on the Buildings and Grounds end-of-year report for 2020. I do serve as

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the chair. I did serve as the chair of the Buildings and Grounds Committee for the last two years. I just wanted to notate a couple of things that are going on at the county with Buildings and Grounds.

The first thing I just want to mention is that we are constructing a new airport perimeter fence up at Saratoga County Airport, which should be done this year. We completed the construction of the new public safety building this year as well. We rehabilitated our County Farm Road water tower which supplies water to the jail, which should be complete a little bit later on this year. We remodeled the Fire Training Center after it was used as a Code Blue shelter early last year. Generator replacements for the Operation Center in Milton, Providence, McGregor, and Spruce Mountain cell sites. We set up the COVID call center this year. We had to do that from scratch. We also prepared and worked on getting the Woodlawn Avenue building

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ready for Shelters of Saratoga, who is currently using it.

And just as a quick statistics here, the Buildings and Grounds Department at Saratoga County maintains 609,000 square feet of county building space. They also maintain exterior grounds and they do lots of maintenance requests throughout the year. So I just want to say, as the committee chair, I want to thank our Public Works Department at the county and the Buildings and Grounds staff for doing all the tasks that we asked of them last year, and we appreciate that very much.

We also -- I also want to thank them a little bit when we had our offices put in here in city hall, the county Buildings and Grounds as well as the city Buildings and Grounds and DPW helped us get in here, so I want to just thank both of those departments for that as well this year. So thank you for that. And that's that item.

Next item is, just quickly, an announcement. Again, I apologize for not

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being at the last meeting. Saratoga County had a marathon seven-hour-long board meeting on the 15th of December. So we were still in the meeting when the city council was meeting. I don't think that's ever happened in my whole career as a supervisor. I've come late to city council meetings but not where I've missed the entire meeting. So again, I just apologize for that and just want to let the public know that that's where I was at the last meeting when it came time to do my agenda.

And again, last -- I think that's it, right? Oh, no. And last on the agenda is just to announce that tomorrow at 4 o'clock, the county will have it's organizational meeting for 2021 at the boardrooms in Saratoga County where we will choose a new chairman. We will make board and chairman appointments to all of our committees. It's going to be a very interesting meeting I think this year. I do foresee some changes in how we do business this year going forward. And

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after 2020, I hope that we can do a better job and work hard to serve the community, be responsible, open, and transparent, and work better, function better as a county, eliminate some old, outdated processes, and do better for everybody.

So again, I'm looking forward to tomorrow's meeting. It should be interesting. And with that, that is my agenda. So thank you.

MAYOR KELLY: Thank you.

On to Supervisor Gaston.

SUPERVISOR GASTON: Thank you. Mayor, with your permission, do you mind if I move my first item to the last? I think the other two will be quicker, and that leads -- knowing -- okay, thank you.

So currently, number 2 is just a 2020 board year-end. As Supervisor Veitch said, a lot was learned at the county over the course of this year and I hope that we take these lessons learned and make changes.

One of the things I'm super excited

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about, at least on the draft rules that I hope to vote in tomorrow, is we will be removing the twenty-four-hour notice for county public comment. That's been a concern of mine since I took office, and I'm delighted to be able to say that we're going to be able to remove that so that individuals, even if they find out at the last minute, can come, share their concerns.

As I've done in previous years, I will be releasing a survey on tomorrow asking for any feedback concerns over the past year and any priorities for 2021. It's open to any resident of the county. I do ask that you put in your residence just so that I can consider that and share as needed with other supervisors. So please look forward to that.

What is currently listed as my third item is the public forum. I will be having that on January 21st from 6 to 8 p.m. on Facebook Live. I will be reviewing the results of those surveys and discussing the events of the

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organizational meeting tomorrow and what it looks like the direction of the board may be in 2021, which, hopefully, we'll know by this time tomorrow evening.

So on that note, I will go back up to what was my first item, which is a COVID-19 update. Commissioner Dalton discussed the numbers in our community. Those numbers --

COMMISSIONER DALTON: I'm sorry, Tara -- Supervisor Gaston. I just -- I did forget to mention this new strain which (indiscernible). So I think you have it included in your agenda.

SUPERVISOR GASTON: I do. But if there is any particular question or concern about anything I discuss, any commissioner is welcome to ask any questions. And if I don't have the answer here, I will reach out and make sure I have it.

So our numbers do continue to increase. Whether they are a result of any particular new variant or just community spread is undetermined at this

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time. That's not through any action or inaction of the county. That is because the rate of transmission is so significant.

Additionally, the commissioner did note that we have announced thirty-five deaths. That's an increase of four from our previous number. Those four are nursing home deaths that were previously took place within the county, were notified to the state, but were not provided to the Public Health Department.

That is an area of concern between the state and the county where the state responds specifically to nursing homes and we're -- we have cleared up that mirror of communication to make sure that there is no longer communication differences between the county dashboard in communication and the state dashboard in communication.

As the commissioner indicated, yesterday, the governor announced -- with about five minutes prior notice to the Public Health Department, that a sampling

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of the UK variant or B117 variant of the COVID strain was found in Saratoga Springs. This is solely a response to the close relationship between Saratoga Hospital and the state lab at Wadsworth. Any tests that have went through Wadsworth they are monitoring regularly doing surveillance testing. And so this happened to pop up.

The investigation is ongoing as to how the strain arrived. Was it community spread? Was it transmitted through travel? And as that information is discovered and cleared for release to the public, because private health information should not be released, we will provide additional information.

While this variant is believed to be much more transmissible, it is not believed to cause any increase in morbidity or mortality. So this means more people are likely to get it, but the rate of potential consequences -- sorry, the word just left my head -- the increase in issues of serious illness,

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hospitalization, and death do not increase for a particular individual.

Now, if more people have it, that may mean that we are seeing more hospitalizations. But that is a result of a population effect, not on an individual basis.

We appreciate -- oh, go ahead, commissioner.

COMMISSIONER DALTON: Interject something. I've been asked how media has publicized everywhere the reason that they picked the strain up at, which was (indiscernible). I just wanted to say, and correct me if I'm wrong, that (indiscernible) and their owners have cooperated with the county Public Health and shut down immediately when they had a positive test of one of their employees and had shut down for twelve days, and were following all the protocols. There's no way they could have ever been aware that this was a new strain. No one would have known that. And so they really were doing everything right, as

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far as I can tell.

And so I just hope people are being compassionate about the situation then and not placing blame. This is just not a situation where I'm placing blame. This is something I really -- it could have happened at any restaurant, any business, any place in the state. And so I just wanted to point that out.

SUPERVISOR GASTON: Yes, County Public Health is currently working with the business and with the state in the investigation. They are cooperating. Commissioner Kuhles has reached out to the CDC for additional information to make sure if there are any other steps that should be taken. His goal is, obviously, primarily public health and safety. But he also wants to make sure that the business is able to reopen as soon as possible, as soon as it is safe. And as soon as that information is available, he will be working on that. And he's working closely with the state on that.

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They did do some testing of individuals today who are associated with the business. Four individuals have come up as positive. I've seen news reports that indicate that those individuals do have the strain. That is an inaccurate statement at this time. The way that it works, including the testing that's currently taking place at the state park, it's an ordinary COVID test that any individual gets. Now, as I talked to Commissioner Dalton about earlier, it is the ordinary in that it's the deep Q-Tip one, it's not the tip of the nose. But it is a standard one did -- I guess, COVID test. The sample is run through. If it tests positive for COVID, each of these samples are then sequenced. Or they're an attempted sequence, depending on where an individual is in the illness cycle or the method of testing. Whether it was deep enough or got enough of the sample, it may not be able to be sequenced. But the goal is to sequence it, determine the strain. And that's

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where these four positive cases are right now.

All of the tests that are being performed at the state park of individuals who are concerned about potential exposure, they are also undergoing the same process. They will have a regular COVID test. If they turn positive, then that test will be sent and will be sequenced to determine whether there is any known prevalence of this B117 strain in our community.

COMMISSIONER DALTON: Do you have the times for people who might want to be tested? New York State has said that anyone who thought that they could have had exposure to and thought -- or they're employees between the dates of December 18th and December 24th, are encouraged to participate in this testing. And it went on today. It will happen tomorrow from 10 a.m. to 6 p.m., Thursday from 10 a.m. to 6 p.m., and Friday from 10 a.m. to 6 p.m. And if you go online, there's a link. You can register, you can reserve

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a spot, and get your test done. So there are lots of available -- there's lots of availability for the remainder of the week if you think you may have been exposed in this particular instance.

SUPERVISOR GASTON: Yes, it does require pre-registration. It does not require any other medical evaluation. We do ask that it be limited to individuals who are concerned about their potential exposure in this case because the purpose is to determine potential prevalence through surveillance testing.

Are there any other questions about the particular variant?

The next biggest concern in our community is vaccination, as the mayor indicated earlier.

As the commissioner said, any individual who may meet the qualifications to administer vaccines, which has been broadened by the governor to include individuals such as dentists, EMTs, nurses who wouldn't ordinarily do it, they may register to volunteer at

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capitalregionvax.com. This is the site that has been put up by Albany Med, which is leading -- well, what has been assigned, the role of leading vaccination in the capital region. Any individual who is ready, willing, and able to volunteer can go there, put in their license information, it is secure, and they will be provided access when available.

There is training that is required by the state under the governor's order, prior to issuing vaccines if you do not ordinarily do so. Regrettably, the state has only issued part of that training for those who are certified EMTs. We are pushing very hard for them to release the rest so that that gets done and we have those people available to vaccinate as we can.

It is important to note that vaccination is being solely controlled by the State of New York. Early in the COVID-19 pandemic, the state requested that each county develop a vaccination

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plan to vaccinate and get each of their communities to herd immunity.

Saratoga County did this. We developed a plan. In fact, we engaged in pilot programs so that we could make sure that vaccines could be put out quickly and efficiently. However, the chamber and the Department of Health changed directions on that and indicated that we were going to the phased approach and it was going to be led by hospitals in each region.

As a result of that, Saratoga County does not have the capacity (sic) to determine who gets vaccinated, or how many vaccines we have, or even when we get them.

The vaccines, we are notified often twenty-four to forty-eight hours by the state that we will have any. We have been notified that we will get some and haven't, and we have been notified at the last minute that some are going to be transitioned from other federally-qualified health servers to our

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facilities.

Right now, we have -- all eligible New Yorkers in phase 1-A were able to get vaccinated last week. That includes high-risk hospital workers such as emergency room workers, EMS workers, coroners, medical examiners, and staff and residents at OPWDD, ONH, and Oasis facilities.

Urgent care providers were also available, and any individual who would be administering a COVID-19 vaccine.

Starting yesterday, we were in the expanded phase 1-A, which includes additional frontline high-risk health workers, anyone in direct contact with patients, including intake staff, public health workers who meet directly with the public, anyone who collects or processes COVID-19 specimens, and a myriad of medical workers including those in private practice.

A big concern that I've heard recently from our community is regarding dentists, and I did confirm with

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Commissioner Kuhles that they are, in fact, one of the highest risk communities, and they are included in this list. So as of yesterday, they are able to be vaccinated.

Individuals who meet eligibility requirements thus far should have been notified through HCS, the Health Care Systems, which is what all medical providers with licensure get communications from. Dr. Kuhles, himself, sent our advisories to any individual who qualifies. If you believe that you are currently eligible for any of these phases and you have not received notification, your first recommendation would be to reach out to your professional association and see if they have any guidance. This is true whether they are -- whether you are a member of them or not.

Commissioner Kuhles has reached out to these organizations. They have the information and can connect you. If you are not a member, you don't know how to

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get in touch but you do believe that you are eligible, please reach out directly to me at tngaston@saratogacountyny.gov, or call me at (518) 934-1944. Supervisors -- or Supervisor Veitch as well. We are collecting this information for our communities, for individuals who believe that they are eligible and have not yet received notification and are collecting this to be forwarded to the commissioner to make sure that they do receive notification.

There is a state website to check eligibility. At this time, there are some problems with it, so I do not recommend that you use that website. However, within the next twelve to eighteen hours, either that will be fixed or Saratoga County will be putting up their own website so that individuals can determine their eligibility.

The next phase of vaccination is 1-B and that is expected to be expanded to individuals who are seventy-five and older and/or who have certain pre-

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existing conditions.

I understand that the information on vaccination is not where the public would like it, where the city would like it, where I would like it, also not where the commissioner would like it.

The state is, again, very tightly controlling these phases. The information that they are posting on their vaccine distribution page is all that has been released publicly or otherwise. We are requesting additional information, and as soon as we get it, we will be putting it out.

There are currently no facilities in Saratoga County that provide vaccination to the public generally. So there are no approved. If there are any, they are not under the purview of the Public Health Department and they are acting contrary to the orders of the governor and the Department of Health.

So I have not heard of any. I hope that's not actually happening. I will say that, despite the fact that we do not

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have the full timeline, the county is working diligently to plan for broader release of this vaccine. As Commissioner Dalton indicated, the county is reviewing various sites throughout the city of Saratoga Springs and the remainder of the county so that we can institute PODs or deliver vaccines with less than twenty-four hours notice because that may be what we have.

The goal of Commissioner Kuhles is to vaccinate as many people as quickly as possible. So the moment that there is any eligibility, we will making sure that people have access to that and know where to go.

The -- okay, I've covered this part -- the vaccine --

COMMISSIONER DALTON: Let me jump in one more.

SUPERVISOR GASTON: Okay.

COMMISSIONER DALTON: I think -- I just want to point to the people that I am also incredibly frustrated with how this is being rolled out. But I do want

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to point out, people, that this is not as easy as walking into either a Target or CVS and getting your flu shot. This is much, much more complicated in terms of how the vaccine itself is stored at the point of distribution. And then also, you have get two shots for this. I know there is a very specific time window that you have to wait in between those two doses. I believe one is twenty-eight days and the other is twenty-one days. So if people are coming in to get a vaccine, you're going to have to make sure they're scheduled to come back within those twenty-one or twenty-eight days, and that's going to be an ongoing situation.

You also need people to wait at least fifteen minutes after they've had the vaccine in the rare occurrence that they have an allergic reaction, in which case, you will not have Epinephrin or some kind of medical treatment on standby in the event you were to have an allergic reaction. And this is not -- this is not

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as easy as walking into your local pharmacy or urgent care and just getting a flu shot and going on your way. And so, people need to be aware of some of the intricacies as we go through this process and are feeling frustrated. It's not as easy as it might appear.

MAYOR KELLY: I agree, Commissioner Dalton. It's not an easy task, but this has been since March. We should have a plan, I think. So --

SUPERVISOR GASTON: We do have a plan.

MAYOR KELLY: -- actually, I think that -- to sit there and -- where is Dr. Kuhles? Bring him on. Bring him on! Have him meet us, at least. He's unavailable to everybody. That's what I hear.

So he needs to speak to us, the public and he's not. So that's my number one issue, that I have not heard from him. And the public needs to hear from me. He's the new guy in town that we're all looking to for answers. And we get

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more out of Tara Gaston than this new doctor.

So this is kind of where I'm at. And I am frustrated because have we contacted the Navy? The Navy has staff. They know how to give a shot. They have facilities.

There's things that I'm hearing that aren't being done at the county level. Or maybe they are. I don't know. Nobody's really telling me what's going on.

So that's my frustration to the county. The county has to deal with the state. I get that. I get that piece. And I get that they throw things at you really fast. They did it all through COVID to Commissioner Dalton and her team. They threw things at her within five minutes and everybody had to duck. We get that.

But we do need as -- this is what the public is waiting for. It's here. And nobody is telling us anything other than Tara Gaston at a council meeting

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that how many people are watching? I can probably tell you there's probably nineteen people on here.

Where is the Commissioner of Public Health? That's what I want to know. Get him out and have him start making announcements to the public. We want to hear from him. Where is he? And I know that I'm preaching to the wrong person, and I don't mean to be taking it out on the supervisors, but that's a message that I want to get out there. Because people are asking me for those answers and I can't get them.

So have him come out. They did a Facebook Live today. I don't know if anybody watched it, but I did. Holy cow. I really think that we need to get the Commissioner to take a handle on this.

SUPERVISOR GASTON: The Commissioner is -- and I actually have a statement I was going to read at the end, but I'll just -- basically, a significant portion of the response to COVID, including vaccination, requires his physical

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presence, based on the requirements of the state as given.

What that means -- so where is he right now? He's on his phone with the state and pushing these tests and making sure that our community has the information they need. I was on the phone with him --

MAYOR KELLY: Okay, Tara, I'm just going to stop you there because he can't be on the phone twenty-four hours a day. I'm not going to -- you can say that he's on the phone right now. Is he in the room with you? You know that? I mean, come on. I don't want to get into this, but that's a little bit of ridiculous statement.

Let's just say that he should take time for the public, he's a public servant just like we all are, to come out and tell us what's going on. And that's all I'm -- that's all I want to say. I don't need to carry this on. That's my message to the county. Where is he?

SUPERVISOR GASTON: Mayor Kelly,

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we -- I am aware of that. We are working on that. There are -- is he on the phone right now? Yes. I know this because I was on the phone with him just a short time ago, and he's supposed to be updating me shortly.

Was he on the phone all day? No. But I also know that he was personally manning a vaccination distribution for particular workers that are under the 1-A eligibility because he has to be there physically in person because it is his medical license that they are under and the state requires that.

I agree. We are working on providing him additional personnel and support so that he does not have to be in certain areas at certain times.

Yes. I have said many times, the county has not acted as fulsomely as we could. This is a chronically under-staffed and under-resourced department. And as a result of that, we do not have the communications that we need. A hundred percent.

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But I fully support Commissioner Kuhles and his decision to be in particular spaces in order to provide support so that the vaccination is happening. To be there in certain meetings -- I know for at least three hours today, he was in meetings with the state, making sure that he had the information necessary so that all local businesses could respond to this variant.

I agree. There is another meeting between myself and other emergency response individuals tomorrow morning. We are taking additional steps, including hiring personnel if necessary to support this and to make sure that we free up some time so that the commissioner himself can speak.

Regrettably, at the time that the Facebook Live was scheduled today, we tried to get the commissioner in and schedule around him, but he was on a call with the state at that time in response to this. I believe Mike did -- he's not the commissioner, but he provided

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information as he could.

And we are -- we are continuing to work on it. We -- it's a matter of constant improvement, absolutely. We have not at any point been perfect. And I'm only one of twenty-three, but I absolutely take responsibility for that because there's a lot that we could do.

I am extraordinarily pleased with Commissioner Kuhles. The response that he has stood up -- he has been extraordinarily responsive. I'm sorry. But he has not been as responsive as you would like. I am happy, or I'm sure Supervisor Veitch, to discuss outside of this meeting any particular concerns, and to arrange communications, if that would be at all helpful --

MAYOR KELLY: Well, communications with the mayor or the council in the largest city in his county and with the local hospital, the only hospital in the county, that he hasn't communicated with, there's an issue.

So yeah, communicate to him, because

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he's not communicating with us. That's all I'm saying. You can say how great he is. He's not great on my list.

SUPERVISOR GASTON: I have been in direct contact with the hospital, particularly in discussion with vaccinations and health care workers because that is part of their responsibility in our county.

MAYOR KELLY: So I -- listen, listen -- I talked to the CEO today. They have not spoken. I talked to a couple of doctors that lead the COVID. They have not spoken. I talk to them almost weekly. And I talked to them today.

I'm just going to say that that's where we're at. I don't want to belabor this, Tara. This is not about you. This is about a communication higher than you at the doctor level. And I'm just going to say, if you're going to give kudos to him, I don't give kudos to him. So we have a disagreement, and that's okay.

But I think the public's very

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disappointed. I'm hearing it. So that -- I'm relaying the message from my constituents saying, we have this new doctor, we haven't seen him, we haven't spoken to him. Where is he?

COMMISSIONER DALTON: May I --

MAYOR KELLY: I call the hospital. We don't hear from him. Sorry. That's it. Please.

COMMISSIONER DALTON: Ma'am --

MAYOR KELLY: Excuse me, I'm not done. So just give me a second.

Okay. So I'm going to end this conversation. I appreciate your work. But I do have to say that there's a big problem here, Supervisor Gaston. And I know that you're trying your best. But I think that it's all about the public and being transparent. And that's what we're all about. And I don't see it at this level. So that's my last comment. Thank you.

SUPERVISOR GASTON: Can I -- then I would request that you contact me outside of this meeting as well to let me know so

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that we can get these things handled.

It is unfortunate that I'm hearing about it now and I wasn't able to handle it earlier, but I'm happy --

MAYOR KELLY: I have been trying to get ahold of this gentlemen. So -- I don't want to go any farther. I'm done. So thank you. Thank you for your time.

COMMISSIONER DALTON: May I make a suggestion? One of the biggest challenges of this pandemic has been an enormous and overwhelming amount of information and data that the public has been asked to understand. It is constantly changing. Whether it is something about micro-cluster jobs, whether it's positively ratios, whether it's phases 1-A or 1-B of being vaccinated, there's been an enormous amount of information and it's wildly confusing to everyone.

And so I think that there's a lot of good things going on behind the scenes. But the public, generally speaking, is lost. And it's understandable. And so I

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think that this -- what I'm hearing is that perhaps we could just have some kind of a special meeting, whether it's a forum, a special city council meeting, and invite all the necessary people, including Commissioner Kuhles, to answer some of the public's questions and go over where we are right now. Whether it's the contact tracing, a vaccination rollout, testing, or what not. I just think that what I'm hearing here is that that's necessary. Not just for this group, but for the public at large, for the people that need to know.

MAYOR KELLY: Okay, Commissioner -- Supervisor Gaston, do you have anything else?

SUPERVISOR GASTON: Yes, I would like to read the statement that I had, and then I will be done.

MAYOR KELLY: Thank you.

SUPERVISOR GASTON: "Saratoga County Public Health Department is working hard to respond to COVID vaccines, including through contact tracing, emergency

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response, and planning for vaccinations. Many of these aspects of the response must be lead directly by Commissioner Kuhles, including through physical presence at vaccine distribution. And unfortunately, many aspects of public communications such as today's Facebook Live, have involved other individuals. Much of the work of the Department right now is also not as visible and out in the public as it is planning, investigation, and research.

Our Public Health Department is doing their job even when it's harder to see. However, we do need the public to do their job as well. We ask you to wear masks, consider the risk in engaging in any activity outside of your home when given the risk profile of your community, of your household, minimize travel and gatherings to only that necessary, and to monitor for symptoms, and contact your health care provider with any concerns about symptoms or exposure.

When contacted by county or state

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contact tracers, I ask that you answer completely and honestly. The goal of contact tracing is not punishment, but prevention, so that there is no more transmission or that transmission is reduced.

Neither the Public Health Department nor the community alone can overcome this challenge. It requires all of us working together.

Any individual who has any concerns about what Public Health is doing or not doing or any other concerns or questions, can contact me at any time. I have heard from many members of the public, and we are responsive to that and I will continue to do so as long as I hold the ability to do so in this position."

That concludes my agenda.

MAYOR KELLY: Thank you, Supervisor. Any other business from the council? Then we are adjourned. Good night.

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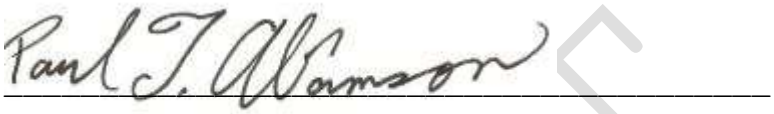
C E R T I F I C A T I O N

I, Paul T. Abramson, certify that the foregoing transcript is a true and accurate record of the proceedings.



Paul T. Abramson

eScribers
352 Seventh Avenue, Suite #604
New York, NY 10001

Date: January 13, 2021

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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 expenses for Claim Number Supreme Court of the State of New York County of Saratoga Index No. 20202376 originating in the Mayor's Department.

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures not to exceed the amount of Four Thousand Dollars ($4,000.00) is hereby approved as authorized as in accordance with the INSURANCE Reserve Fund to be placed in A3011934-54775.

Ayes: ___ Nays: ___

Dated: *January 19, 2021*

Director Risk and Safety Request/Date: 1/12/21
Commissioner of Accounts John P Franck Approval/Date: 1/12/21
City Attorney Approval/Date:

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 expenses for the Department of Public Safety's automobile property damage claims.

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures not to exceed the amount of Five Thousand Dollars ($5,000) is hereby approved as authorized as in accordance with the INSURANCE Reserve Fund to be placed in A3031934-54775.

Ayes: ___ Nays: ___

Dated: *February 2, 2021*

Director Risk and Safety Request/Date: 1/20/21
Commissioner of Accounts John P Franck Approval/Date: 1/21/21
City Attorney Approval/Date: 1/20/21

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 expenses for the Department of Public Safety's automobile property damage claims.

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures not to exceed the amount of Ten Thousand Dollars ($10,000) is hereby approved as authorized as in accordance with the INSURANCE Reserve Fund to be placed in A3041934-54775.

Ayes: ___ Nays: ___

Dated: *February 2, 2021*

Director Risk and Safety Request/Date: 1/20/21
Commissioner of Accounts John P Franck Approval/Date: 1/20/21
City Attorney Approval/Date: 1/20/21

CITY OF SARATOGA SPRINGS
BUDGET AMENDMENT REQUEST

DEPARTMENT OF Accounts

FOR THE CITY COUNCIL MEETING 2/2/2021

REVENUE ORG/OBJECT	AMOUNT	EXPENDITURE ORG/OBJECT	AMOUNT
A012-40511	$10,000.00	A3041934-54775	$10,000.00
TOTALS	$10,000.00		$10,000.00

1/19/21 — 1/20/21

Approval Signature: Department Head — 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 2021 Deductibles for DPS Out of Pocket Automobile Claims. Rivers 011921

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE 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		
2021 02	5	02/02/2021	BUDGET	CMM 020221	BUA	AMEND-INS	1	2		
1	A012	40511		PROPERTY TAX	USE OF RESTRICTED FUND BALANCE		.00	-4,000.00	-4,000.00	
	A -01-2-0000-0-40511 -				JS,#20202376 ART 78	02/02/2021				
2	A3011934	54775		MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		.00	4,000.00	4,000.00	
	A -30-1-1930-4-54775 -				JS,#20202376 ART 78	02/02/2021				
					** JOURNAL TOTAL			0.00		

CLERK: u238

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2021 2 5					
BUA A012-40511	USE OF RESTRICTED FUND BALANCE	5			4,000.00
02/02/2021 AMEND-INS1 BUDGET CMM 020221	JS,#20202376 ART 78				
BUA A3011934-54775	SELF INSURANCE	5		4,000.00	
02/02/2021 AMEND-INS1 BUDGET CMM 020221	JS,#20202376 ART 78				
				.00	.00
BUA A-2960	APPROPRIATIONS				4,000.00
02/02/2021 AMEND-INS1 BUDGET CMM 020221					
BUA A-1510	ESTIMATED REVENUES			4,000.00	
02/02/2021 AMEND-INS1 BUDGET CMM 020221					
	SYSTEM GENERATED ENTRIES TOTAL			4,000.00	4,000.00
	JOURNAL 2021/02/5 TOTAL			4,000.00	4,000.00

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A GENERAL FUND	2021	2	5	02/02/2021			
A-1510					ESTIMATED REVENUES	4,000.00	
A-2960					APPROPRIATIONS		4,000.00
					FUND TOTAL	4,000.00	4,000.00

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

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE 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		
2021 02	7	02/02/2021	BUDGET	CCM 020221	BUA	AMEND-INS2	1	2		
1	A012	40511		PROPERTY TAX	USE OF RESTRICTED FUND BALANCE		.00	-5,000.00	-5,000.00	
	A -01-2-0000-0-40511 -				DPW OOUTOFPOCKET CLMS	02/02/2021				
2	A3041934	54775		MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		.00	5,000.00	5,000.00	
	A -30-4-1930-4-54775 -				DPW OOUTOFPOCKET CLMS	02/02/2021				
					** JOURNAL TOTAL			0.00		

CLERK: u238

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 2 7					
BUA A012-40511	USE OF RESTRICTED FUND BALANCE	5			5,000.00
02/02/2021 AMEND-INS2 BUDGET CCM 020221	DPW OOUTOFPOCKET CLMS				
BUA A3041934-54775	SELF INSURANCE	5		5,000.00	
02/02/2021 AMEND-INS2 BUDGET CCM 020221	DPW OOUTOFPOCKET CLMS				
				.00	.00
BUA A-2960	APPROPRIATIONS				5,000.00
02/02/2021 AMEND-INS2 BUDGET CCM 020221					
BUA A-1510	ESTIMATED REVENUES			5,000.00	
02/02/2021 AMEND-INS2 BUDGET CCM 020221					
	SYSTEM GENERATED ENTRIES TOTAL			5,000.00	5,000.00
	JOURNAL 2021/02/7 TOTAL			5,000.00	5,000.00

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
A GENERAL FUND	2021	2	7	02/02/2021		
A-1510				ESTIMATED REVENUES	5,000.00	
A-2960				APPROPRIATIONS		5,000.00
				FUND TOTAL	5,000.00	5,000.00

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

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE 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		
2021 02	12	02/02/2021	BUDGET	CCM 020221	BUA	AMEND-INS3	1	2		
1	A012	40511		PROPERTY TAX	USE OF RESTRICTED FUND BALANCE		.00	-10,000.00	-10,000.00	
	A -01-2-0000-0-40511 -				DEDUCTIBLES - DPS AUTO CLAIMS	02/02/2021				
2	A3041934	54775		MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		.00	10,000.00	10,000.00	
	A -30-4-1930-4-54775 -				DEDUCTIBLES - DPS AUTO CLAIMS	02/02/2021				
					** JOURNAL TOTAL			0.00		

CLERK: u238

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2021 2 12					
BUA A012-40511	USE OF RESTRICTED FUND BALANCE	5			10,000.00
02/02/2021 AMEND-INS3 BUDGET CCM 020221	DEDUCTIBLES - DPS AUTO CLAIMS				
BUA A3041934-54775	SELF INSURANCE	5		10,000.00	
02/02/2021 AMEND-INS3 BUDGET CCM 020221	DEDUCTIBLES - DPS AUTO CLAIMS				
				.00	.00
BUA A-2960	APPROPRIATIONS				10,000.00
02/02/2021 AMEND-INS3 BUDGET CCM 020221					
BUA A-1510	ESTIMATED REVENUES			10,000.00	
02/02/2021 AMEND-INS3 BUDGET CCM 020221					
	SYSTEM GENERATED ENTRIES TOTAL			10,000.00	10,000.00
	JOURNAL 2021/02/12 TOTAL			10,000.00	10,000.00

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A GENERAL FUND	2021	2	12	02/02/2021			
A-1510					ESTIMATED REVENUES	10,000.00	
A-2960					APPROPRIATIONS		10,000.00
					FUND TOTAL	10,000.00	10,000.00

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

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE 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		
2021 02	4	02/02/2021	BUDGET	CCM 020221	BUA	TRANS-REG	1	1		
1	A3567144	548613	6012	RECREATION EXPENSES CS		SPORTS SUPPLIES	245.00	405.00	650.00	
	A -35-6-7140-4-548613-6012					ADJUST FOR PROGRAMS	02/02/2021			
2	A3567144	548613	6013	RECREATION EXPENSES CS		SPORTS SUPPLIES	.00	245.00	245.00	
	A -35-6-7140-4-548613-6013					ADJUST FOR PROGRAMS	02/02/2021			
3	A3567144	548613	6011	RECREATION EXPENSES CS		SPORTS SUPPLIES	650.00	-650.00	.00	
	A -35-6-7140-4-548613-6011					ADJUST FOR PROGRAMS	02/02/2021			
4	A3051414	54720		COMM OF ACCOUNTS CS		SERVICE CONTRACTS - PROF SERV	.00	7,650.00	7,650.00	
	A -30-5-1410-4-54720 -					ESCRIBERS CONTRACT	02/02/2021			
5	A3051414	54573		COMM OF ACCOUNTS CS		RISK-SAFETY PROGRAMMING	76,455.00	-7,650.00	68,805.00	
	A -30-5-1410-4-54573 -					ESCRIBERS CONTRACT	02/02/2021			
6	A3021314	54720		COMM FINANCE CONTRACTED SERVICE		SERVICE CONTRACTS - PROF SERV	41,750.00	500.00	42,250.00	
	A -30-2-1310-4-54720 -					STORAGE PLAZA 15 TEMP	02/02/2021			
7	A3021314	54110		COMM FINANCE CONTRACTED SERVICE		OFFICE SUPPLIES	9,500.00	-500.00	9,000.00	
	A -30-2-1310-4-54110 -					STORAGE PLAZA 15 TEMP	02/02/2021			
8	A3537214	54720		CAROUSEL		SERVICE CONTRACTS - PROF SERV	.00	200.00	200.00	
	A -35-3-7200-4-54720 -					MISC EXP	02/02/2021			
9	A3537214	54610		CAROUSEL		REPAIRS & MAINTENANCE BUILDING	1,000.00	-200.00	800.00	
	A -35-3-7200-4-54610 -					MISC EXP	02/02/2021			
10	G3638124	54331		SEWER PUMPING CS		REPAIRS & MAINTENANCE PUMPS	6,000.00	5,000.00	11,000.00	
	G -36-3-8120-4-54331 -					PUMP MONITORING	02/02/2021			
11	G3638114	54720		SEWER ADMINSTRAION CS		SERVICE CONTRACTS - PROF SERV	8,000.00	-5,000.00	3,000.00	
	G -36-3-8110-4-54720 -					PUMP MONITORING	02/02/2021			
12	G3638124	54331		SEWER PUMPING CS		REPAIRS & MAINTENANCE PUMPS	6,000.00	5,000.00	11,000.00	
	G -36-3-8120-4-54331 -					PUMP MONITORING	02/02/2021			
13	G3638122	52300		SEWER PUMPING EQ CAP OUTLAY		MISCELLANEOUS EQUIPMENT	15,000.00	-5,000.00	10,000.00	
	G -36-3-8120-2-52300 -					PUMP MONITORING	02/02/2021			
14	A3537114	54610		PARK & CASINO CS		REPAIRS & MAINTENANCE BUILDING	2,500.00	1,500.00	4,000.00	
	A -35-3-7110-4-54610 -					BUILDING M&R	02/02/2021			
15	A3537114	54530		PARK & CASINO CS		EQUIPMENT & VEHICLE RENTAL	1,500.00	-1,500.00	.00	
	A -35-3-7110-4-54530 -					BUILDING M&R	02/02/2021			

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2021 02 4 02/02/2021 BUDGET CCM 020221 BUA TRANS-REG 1 1

16	A3537114	54610		PARK & CASINO CS	REPAIRS & MAINTENANCE BUILDING		2,500.00	5,000.00	7,500.00
	A -35-3-7110-4-54610 -				BUILDING M&R	02/02/2021			
17	A3537114	54720		PARK & CASINO CS	SERVICE CONTRACTS - PROF SERV		12,000.00	-5,000.00	7,000.00
	A -35-3-7110-4-54720 -				BUILDING M&R	02/02/2021			
18	F3638334	54230		WATER TREATMNET PLANT CS	DUES		350.00	100.00	450.00
	F -36-3-8330-4-54230 -				APWA MEMBERSHIP	02/02/2021			
19	F3638334	54250		WATER TREATMNET PLANT CS	CONFERENCE REGISTRATION		1,500.00	-100.00	1,400.00
	F -36-3-8330-4-54250 -				APWA MEMBERSHIP	02/02/2021			

** JOURNAL TOTAL 0.00

CLERK: u238

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 2 4					
BUA A3567144-548613-6012	SPORTS SUPPLIES	5		405.00	
02/02/2021 TRANS-REG BUDGET CCM 020221	ADJUST FOR PROGRAMS				
BUA A3567144-548613-6013	SPORTS SUPPLIES	5		245.00	
02/02/2021 TRANS-REG BUDGET CCM 020221	ADJUST FOR PROGRAMS				
BUA A3567144-548613-6011	SPORTS SUPPLIES	5			650.00
02/02/2021 TRANS-REG BUDGET CCM 020221	ADJUST FOR PROGRAMS				
BUA A3051414-54720	SERVICE CONTRACTS - PROF SERV	5		7,650.00	
02/02/2021 TRANS-REG BUDGET CCM 020221	ESCRIBERS CONTRACT				
BUA A3051414-54573	RISK-SAFETY PROGRAMMING	5			7,650.00
02/02/2021 TRANS-REG BUDGET CCM 020221	ESCRIBERS CONTRACT				
BUA A3021314-54720	SERVICE CONTRACTS - PROF SERV	5		500.00	
02/02/2021 TRANS-REG BUDGET CCM 020221	STORAGE PLAZA 15 TEMP				
BUA A3021314-54110	OFFICE SUPPLIES	5			500.00
02/02/2021 TRANS-REG BUDGET CCM 020221	STORAGE PLAZA 15 TEMP				
BUA A3537214-54720	SERVICE CONTRACTS - PROF SERV	5		200.00	
02/02/2021 TRANS-REG BUDGET CCM 020221	MISC EXP				
BUA A3537214-54610	REPAIRS & MAINTENANCE BUILDING	5			200.00
02/02/2021 TRANS-REG BUDGET CCM 020221	MISC EXP				
BUA G3638124-54331	REPAIRS & MAINTENANCE PUMPS	5		5,000.00	
02/02/2021 TRANS-REG BUDGET CCM 020221	PUMP MONITORING				
BUA G3638114-54720	SERVICE CONTRACTS - PROF SERV	5			5,000.00
02/02/2021 TRANS-REG BUDGET CCM 020221	PUMP MONITORING				
BUA G3638124-54331	REPAIRS & MAINTENANCE PUMPS	5		5,000.00	
02/02/2021 TRANS-REG BUDGET CCM 020221	PUMP MONITORING				
BUA G3638122-52300	MISCELLANEOUS EQUIPMENT	5			5,000.00
02/02/2021 TRANS-REG BUDGET CCM 020221	PUMP MONITORING				
BUA A3537114-54610	REPAIRS & MAINTENANCE BUILDING	5		1,500.00	
02/02/2021 TRANS-REG BUDGET CCM 020221	BUILDING M&R				
BUA A3537114-54530	EQUIPMENT & VEHICLE RENTAL	5			1,500.00
02/02/2021 TRANS-REG BUDGET CCM 020221	BUILDING M&R				
BUA A3537114-54610	REPAIRS & MAINTENANCE BUILDING	5		5,000.00	
02/02/2021 TRANS-REG BUDGET CCM 020221	BUILDING M&R				
BUA A3537114-54720	SERVICE CONTRACTS - PROF SERV	5			5,000.00
02/02/2021 TRANS-REG BUDGET CCM 020221	BUILDING M&R				
BUA F3638334-54230	DUES	5		100.00	
02/02/2021 TRANS-REG BUDGET CCM 020221	APWA MEMBERSHIP				
BUA F3638334-54250	CONFERENCE REGISTRATION	5			100.00
02/02/2021 TRANS-REG BUDGET CCM 020221	APWA MEMBERSHIP				
	JOURNAL 2021/02/4 TOTAL			.00	.00

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

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

CLERK: u101 BATCH: 3315

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
200475	001	RICOH USA, INC	12.00	0.00	0.00	12.00	8	EQUIPMENT LEASE PER GS-03F-0085U/PT
200532	001	RICOH USA, INC	60.00	0.00	0.00	60.00	8	MONTHLY LEASE COPIER/PRINTER/SCANNER
200587	001	RICOH USA, INC	6.00	0.00	0.00	6.00	8	LEASE IM350F DESKTOP SSPD ADMIN
210038	001	RICOH USA, INC	12.00	0.00	0.00	12.00	8	MONTHLY EQUIPMENT LEASE CCA 9/2/202

CLERK: u101 BATCH: 3315 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR

APPROVED UNPAID INVOICES TO BE POSTED

6950 00000 AMSURE 182035 183337 21MWJAN3 659,896.73 .00 .00
108033

CASH A 2021/01 INV 01/25/2021 SEP-CHK: N DISC: .00
ACCT 1200 DEPT 1000 DUE 01/27/2021 DESC:108034
PO BOX 15044 ALBANY NY 12212

A3011478 58010		2,628.18	1099:7
A3719068 58010		23,743.61	1099:7
A3729068 58010		19,199.59	1099:7
A3739068 58010		130,252.51	1099:7
A3749068 58010		395,676.68	1099:7
A3759068 58010		16,458.89	1099:7
A3769068 58010		8,138.04	1099:7
E3577168 58010		1,175.32	1099:7
A3769068 58010	3000	15,110.46	1099:7
F3739068 58010		31,644.33	1099:7
G3739068 58010		15,869.12	1099:7

3 00001 CSEA-EBF 182036 183338 21MWJAN3 2,458.34 .00 .00
FEB 2021

CASH A 2021/01 INV 01/25/2021 SEP-CHK: N DISC: .00
ACCT 1200 DEPT 1000 DUE 01/27/2021 DESC:NB365 CITY HALL & ADMIN
PO BOX 516 LATHAM NY 12110-0516

A3011478 58011		24.34	1099:
A3719068 58011		413.78	1099:
A3729068 58011		243.40	1099:
A3739068 58011		271.79	1099:
A3749068 58011		681.52	1099:
A3759068 58011		219.06	1099:
A3769068 58011		97.36	1099:
F3739068 58011		387.40	1099:
G3739068 58011		119.69	1099:

8746 00000 FIRSTLIGHT FIBER 182037 183339 21MWJAN3 279.80 .00 .00
650006

CASH A 2021/01 INV 01/25/2021 SEP-CHK: Y DISC: .00
ACCT 1200 DEPT 7000 DUE 01/27/2021 DESC:60010305
PO BOX 1301 WILLISTON VT 05495-1301

E3577164 54670 279.80 1099:

223 00001 RICOH USA, INC 182038 183340 21MWJAN3 21.56 .00 .00
5061169747

CASH A 2021/01 INV 01/25/2021 SEP-CHK: N DISC: .00
ACCT 1200 DEPT 4000 DUE 01/27/2021 DESC:4263380
P O BOX 827577 PHILADELPHIA PA 19182-7577

A3143124 54110 21.56 1099:

223 00002 RICOH USA, INC 182039 200475 183341 21MWJAN3 81.38 .00 629.24
182039

CASH A 2021/01 INV 01/25/2021 SEP-CHK: N DISC: .00
ACCT 1200 DEPT 4000 DUE 01/27/2021 DESC:104532973
P O BOX 41564 PHILADELPHIA PA 19101-1564

A3143124 54740 81.38 1099:

CLERK: u101 BATCH: 3315 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
223	00002	RICOH USA, INC	182040 104492004	200587	183342	21MWJAN3	30.52	.00	91.56		
CASH A	2021/01	INV 01/25/2021	SEP-CHK: N	DISC: .00				A3143124 54110		30.52	1099:
ACCT 1200	DEPT 4000	DUE 01/27/2021	DESC:LEASE								
P O BOX 41564	PHILADELPHIA PA 19101-1564										
223	00001	RICOH USA, INC	182041 104532975	200532	183343	21MWJAN3	30.11	.00	1,686.16		
CASH A	2021/01	INV 01/25/2021	SEP-CHK: N	DISC: .00				A3143014 54720		30.11	1099:
ACCT 1200	DEPT 4000	DUE 01/27/2021	DESC:LEASE								
P O BOX 827577	PHILADELPHIA PA 19182-7577										
223	00002	RICOH USA, INC	182042 104524473		183344	21MWJAN3	47.92	.00	.00		
CASH A	2021/01	INV 01/25/2021	SEP-CHK: N	DISC: .00				A3143124 54740		47.92	1099:
ACCT 1200	DEPT 4000	DUE 01/27/2021	DESC:C91171149								
P O BOX 41564	PHILADELPHIA PA 19101-1564										
223	00002	RICOH USA, INC	182043 104508798	210038	183345	21MWJAN3	88.48	.00	442.40		
CASH A	2021/01	INV 01/25/2021	SEP-CHK: N	DISC: .00				A3143124 54740		88.48	1099:
ACCT 1200	DEPT 4000	DUE 01/27/2021	DESC:104551926								
P O BOX 41564	PHILADELPHIA PA 19101-1564										
223	00002	RICOH USA, INC	182044 104524476		183347	21MWJAN3	126.78	.00	.00		
CASH A	2021/01	INV 01/25/2021	SEP-CHK: N	DISC: .00				A3011422 52200		126.78	1099:
ACCT 1200	DEPT 1000	DUE 01/27/2021	DESC:323252-1023244A6								
P O BOX 41564	PHILADELPHIA PA 19101-1564										
366	00000	SARATOGA COUNTY	182045 182045		183348	21MWJAN3	3,253.10	.00	.00		
CASH A	2021/01	INV 01/25/2021	SEP-CHK: N	DISC: .00				F3638324 54811		3,253.10	1099:
ACCT 1200	DEPT 3000	DUE 01/27/2021	DESC:PROPERTY TAXES								
35 WEST HIGH STREET	BALLSTON SPA NY 12020										
7001	00001	TIME WARNER CABL	182046 182046		183349	21MWJAN3	99.99	.00	.00		
CASH A	2021/01	INV 01/25/2021	SEP-CHK: N	DISC: .00				A3143314 54740		99.99	1099:
ACCT 1200	DEPT 4000	DUE 01/27/2021	DESC:013887001120120								
PO BOX 223085	PITTSBURGH PA 15251-2085										

CLERK: u101 BATCH: 3315 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1699	00003	TIME WARNER CABL	182047 15613.502010521		183350	21MWJAN3	114.99	.00	.00		
CASH A		2021/01 INV 01/25/2021	SEP-CHK: N	DISC: .00				A3021694 54740		114.99	1099:
ACCT 1200		DEPT 2000 DUE 01/27/2021	DESC:202489463802001								
PO BOX 4617		CAROL STREAM IL 60197-4617									
1699	00001	TIME WARNER CABL	182048 866296301001		183351	21MWJAN3	74.95	.00	.00		
CASH A		2021/01 INV 01/25/2021	SEP-CHK: N	DISC: .00				A3143124 54720		74.95	1099:
ACCT 1200		DEPT 4000 DUE 01/27/2021	DESC:866296301010921								
P.O. BOX 70872		CHARLOTTE NC 28272-0872									
8695	00000	TIME WARNER/SPEC	182049 94547780201121		183352	21MWJAN3	96.98	.00	.00		
CASH A		2021/01 INV 01/25/2021	SEP-CHK: N	DISC: .00				F3638334 54650		96.98	1099:
ACCT 1200		DEPT 3000 DUE 01/27/2021	DESC:202948477802001								
PO BOX 4617		CAROL STREAM IL 60197-4617									
1699	00003	TIME WARNER CABL	182050 9382771010110221		183353	21MWJAN3	129.99	.00	.00		
CASH A		2021/01 INV 01/25/2021	SEP-CHK: N	DISC: .00				A3021694 54740		129.99	1099:
ACCT 1200		DEPT 2000 DUE 01/27/2021	DESC:202938277101001								
PO BOX 4617		CAROL STREAM IL 60197-4617									
7350	00000	TVC ALBANY, INC.	182051 8419680		183354	21MWJAN3	1,290.55	.00	.00		
CASH A		2021/01 INV 01/25/2021	SEP-CHK: N	DISC: .00				A3143124 54720		1,290.55	1099:
ACCT 1200		DEPT 4000 DUE 01/27/2021	DESC:36454								
PO BOX 1301		WILLISTON VT 05495-1301									
1927	00001	VERIZON	182052 182052		183355	21MWJAN3	9.19	.00	.00		
CASH A		2021/01 INV 01/25/2021	SEP-CHK: N	DISC: .00				A3021694 54670		9.19	1099:
ACCT 1200		DEPT 2000 DUE 01/27/2021	DESC:651750468000107								
P O BOX 15124		ALBANY NY 12212-5124									
1927	00001	VERIZON	182053 182053		183356	21MWJAN3	48.60	.00	.00		
CASH A		2021/01 INV 01/25/2021	SEP-CHK: N	DISC: .00				A3021694 54670		48.60	1099:
ACCT 1200		DEPT 2000 DUE 01/27/2021	DESC:251750520000163								
P O BOX 15124		ALBANY NY 12212-5124									

CLERK: u101 BATCH: 3315 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1927	00001	VERIZON	182054 182054		183357	21MWJAN3	27.83	.00	.00		
CASH A	2021/01	INV 01/25/2021	SEP-CHK: N	DISC: .00				A3143314 54751		27.83	1099:
ACCT 1200	DEPT 4000	DUE 01/27/2021	DESC:851750523000172								
P O BOX 15124	ALBANY NY 12212-5124										
7609	00000	WINDSTREAM	182055 73431679		183358	21MWJAN3	518.92	.00	.00		
CASH A	2021/01	INV 01/25/2021	SEP-CHK: N	DISC: .00				A3021694 54670		518.92	1099:
ACCT 1200	DEPT 2000	DUE 01/27/2021	DESC:4365150								
PO BOX 9001013	LOUISVILLE KY 40290-1013										

21 APPROVED UNPAID INVOICES TOTAL 668,726.71

21 INVOICE(S) REPORT POST TOTAL 668,726.71

CLERK: u101 BATCH: 3315 ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2021 01	A3011422	A -30-1-1420-2-52200 -	OFFICE EQUIPMEN	126.78	246.44
	A3011478	A -30-1-1431-8-58010 -	HOSPITALIZATION	2,628.18	28,910.74
	A3011478	A -30-1-1431-8-58011 -	VISION INSURANC	24.34	243.40
	A3021694	A -30-2-1681-4-54670 -	PHONES	576.71	12,533.49
	A3021694	A -30-2-1681-4-54740 -	SERVICE CONTRAC	244.98	205,455.18
	A3143014	A -31-4-3010-4-54720 -	SERVICE CONTRAC	30.11	15,000.00
	A3143124	A -31-4-3120-4-54110 -	OFFICE SUPPLIES	52.08	5,915.12
	A3143124	A -31-4-3120-4-54720 -	SERVICE CONTRAC	1,365.50	86,574.50
	A3143124	A -31-4-3120-4-54740 -	SERVICE CONTRAC	217.78	89,421.20
	A3143314	A -31-4-3310-4-54740 -	SERVICE CONTRAC	99.99	1,100.01
	A3143314	A -31-4-3310-4-54751 -	UTILITIES TRAFF	27.83	24,972.17
	A3719068	A -37-1-9060-8-58010 -	HOSPITALIZATION	23,743.61	231,590.59
	A3719068	A -37-1-9060-8-58011 -	VISION INSURANC	413.78	4,356.86
	A3729068	A -37-2-9060-8-58010 -	HOSPITALIZATION	19,199.59	211,200.72
	A3729068	A -37-2-9060-8-58011 -	VISION INSURANC	243.40	2,434.00
	A3739068	A -37-3-9060-8-58010 -	HOSPITALIZATION	130,252.51	1,554,729.28
	A3739068	A -37-3-9060-8-58011 -	VISION INSURANC	271.79	19,877.60
	A3749068	A -37-4-9060-8-58010 -	HOSPITALIZATION	395,676.68	4,403,076.80
	A3749068	A -37-4-9060-8-58011 -	VISION INSURANC	681.52	7,230.75
	A3759068	A -37-5-9060-8-58010 -	HOSPITALIZATION	16,458.89	181,846.07
	A3759068	A -37-5-9060-8-58011 -	VISION INSURANC	219.06	2,190.60
	A3769068	A -37-6-9060-8-58010 -	HOSPITALIZATION	8,138.04	89,520.62
	A3769068	A -37-6-9060-8-58010 -3000	HOSPITALIZATION	15,110.46	166,219.21
	A3769068	A -37-6-9060-8-58011 -	VISION INSURANC	97.36	1,557.76
	E3577164	E -35-7-7160-4-54670 -	PHONES	279.80	6,475.25
	E3577168	E -35-7-7160-8-58010 -	HOSPITALIZATION	1,175.32	191,163.68
	F3638324	F -36-3-8320-4-54811 -	PROPERTY TAXES	3,253.10	12,746.90
	F3638334	F -36-3-8330-4-54650 -	UTILITIES	96.98	349,903.02
	F3739068	F -37-3-9060-8-58010 -	HOSPITALIZATION	31,644.33	363,353.00
	F3739068	F -37-3-9060-8-58011 -	VISION INSURANC	387.40	5,285.54
	G3739068	G -37-3-9060-8-58010 -	HOSPITALIZATION	15,869.12	192,637.05
	G3739068	G -37-3-9060-8-58011 -	VISION INSURANC	119.69	3,192.84
			REPORT TOTALS	668,726.71	

CLERK: u101

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 1 248					
API A3011478-58010	HOSPITALIZATION			2,628.18	
01/27/2021 W 21MWJAN3 006950 182035	108034				
API A3719068-58010	HOSPITALIZATION			23,743.61	
01/27/2021 W 21MWJAN3 006950 182035	108034				
API A3729068-58010	HOSPITALIZATION			19,199.59	
01/27/2021 W 21MWJAN3 006950 182035	108034				
API A3739068-58010	HOSPITALIZATION			130,252.51	
01/27/2021 W 21MWJAN3 006950 182035	108034				
API A3749068-58010	HOSPITALIZATION			395,676.68	
01/27/2021 W 21MWJAN3 006950 182035	108034				
API A3759068-58010	HOSPITALIZATION			16,458.89	
01/27/2021 W 21MWJAN3 006950 182035	108034				
API A3769068-58010	HOSPITALIZATION			8,138.04	
01/27/2021 W 21MWJAN3 006950 182035	108034				
API E3577168-58010	HOSPITALIZATION			1,175.32	
01/27/2021 W 21MWJAN3 006950 182035	108034				
API A3769068-58010-3000	HOSPITALIZATION			15,110.46	
01/27/2021 W 21MWJAN3 006950 182035	108034				
API F3739068-58010	HOSPITALIZATION			31,644.33	
01/27/2021 W 21MWJAN3 006950 182035	108034				
API G3739068-58010	HOSPITALIZATION			15,869.12	
01/27/2021 W 21MWJAN3 006950 182035	108034				
API A3011478-58011	VISION INSURANCE			24.34	
01/27/2021 W 21MWJAN3 000003 182036	NB365 CITY HALL & ADMIN				
API A3719068-58011	VISION INSURANCE			413.78	
01/27/2021 W 21MWJAN3 000003 182036	NB365 CITY HALL & ADMIN				
API A3729068-58011	VISION INSURANCE			243.40	
01/27/2021 W 21MWJAN3 000003 182036	NB365 CITY HALL & ADMIN				
API A3739068-58011	VISION INSURANCE			271.79	
01/27/2021 W 21MWJAN3 000003 182036	NB365 CITY HALL & ADMIN				
API A3749068-58011	VISION INSURANCE			681.52	
01/27/2021 W 21MWJAN3 000003 182036	NB365 CITY HALL & ADMIN				
API A3759068-58011	VISION INSURANCE			219.06	
01/27/2021 W 21MWJAN3 000003 182036	NB365 CITY HALL & ADMIN				
API A3769068-58011	VISION INSURANCE			97.36	
01/27/2021 W 21MWJAN3 000003 182036	NB365 CITY HALL & ADMIN				
API F3739068-58011	VISION INSURANCE			387.40	
01/27/2021 W 21MWJAN3 000003 182036	NB365 CITY HALL & ADMIN				
API G3739068-58011	VISION INSURANCE			119.69	
01/27/2021 W 21MWJAN3 000003 182036	NB365 CITY HALL & ADMIN				
API E3577164-54670	PHONES			279.80	
01/27/2021 W 21MWJAN3 008746 182037	60010305				
API A3143124-54110	OFFICE SUPPLIES			21.56	
01/27/2021 W 21MWJAN3 000223 182038	4263380				
API A3143124-54740	SERVICE CONTRACTS - EQUIPMENT			81.38	
01/27/2021 W 21MWJAN3 000223 200475 182039	104532973				
POL A3143124-54740	SERVICE CONTRACTS - EQUIPMENT	4			81.38

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
01/27/2021	LIQ/INV	000223	200475	182039	104532973		2020		
API A3143124-54110					OFFICE SUPPLIES			30.52	
01/27/2021	W 21MWJAN3	000223	200587	182040	LEASE				
POL A3143124-54110					OFFICE SUPPLIES	4			30.52
01/27/2021	LIQ/INV	000223	200587	182040	LEASE		2020		
API A3143014-54720					SERVICE CONTRACTS - PROF SERV			30.11	
01/27/2021	W 21MWJAN3	000223	200532	182041	LEASE				
POL A3143014-54720					SERVICE CONTRACTS - PROF SERV	4			30.11
01/27/2021	LIQ/INV	000223	200532	182041	LEASE		2020		
API A3143124-54740					SERVICE CONTRACTS - EQUIPMENT			47.92	
01/27/2021	W 21MWJAN3	000223		182042	C91171149				
API A3143124-54740					SERVICE CONTRACTS - EQUIPMENT			88.48	
01/27/2021	W 21MWJAN3	000223	210038	182043	104551926				
POL A3143124-54740					SERVICE CONTRACTS - EQUIPMENT	4			88.48
01/27/2021	LIQ/INV	000223	210038	182043	104551926		2021		
API A3011422-52200					OFFICE EQUIPMENT			126.78	
01/27/2021	W 21MWJAN3	000223		182044	323252-1023244A6				
API F3638324-54811					PROPERTY TAXES			3,253.10	
01/27/2021	W 21MWJAN3	000366		182045	PROPERTY TAXES				
API A3143314-54740					SERVICE CONTRACTS - EQUIPMENT			99.99	
01/27/2021	W 21MWJAN3	007001		182046	013887001120120				
API A3021694-54740					SERVICE CONTRACTS - EQUIPMENT			114.99	
01/27/2021	W 21MWJAN3	001699		182047	202489463802001				
API A3143124-54720					SERVICE CONTRACTS - PROF SERV			74.95	
01/27/2021	W 21MWJAN3	001699		182048	866296301010921				
API F3638334-54650					UTILITIES			96.98	
01/27/2021	W 21MWJAN3	008695		182049	202948477802001				
API A3021694-54740					SERVICE CONTRACTS - EQUIPMENT			129.99	
01/27/2021	W 21MWJAN3	001699		182050	202938277101001				
API A3143124-54720					SERVICE CONTRACTS - PROF SERV			1,290.55	
01/27/2021	W 21MWJAN3	007350		182051	36454				
API A3021694-54670					PHONES			9.19	
01/27/2021	W 21MWJAN3	001927		182052	651750468000107				
API A3021694-54670					PHONES			48.60	
01/27/2021	W 21MWJAN3	001927		182053	251750520000163				
API A3143314-54751					UTILITIES TRAFFIC LIGHTS			27.83	
01/27/2021	W 21MWJAN3	001927		182054	851750523000172				
API A3021694-54670					PHONES			518.92	
01/27/2021	W 21MWJAN3	007609		182055	4365150				
					GENERAL LEDGER TOTAL			668,726.71	.00
API A-2600					ACCOUNTS PAYABLE				615,900.97
01/27/2021	W 21MWJAN3	B 3315							
API E-2600					ACCOUNTS PAYABLE				1,455.12
01/27/2021	W 21MWJAN3	B 3315							
API F-2600					ACCOUNTS PAYABLE				35,381.81
01/27/2021	W 21MWJAN3	B 3315							

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
API G-2600 01/27/2021 W 21MWJAN3 B 3315	ACCOUNTS PAYABLE				15,988.81
POL A-1521 01/27/2021 W 21MWJAN3 B 3315	ENCUMBRANCES				230.49
POL A-2963 01/27/2021 W 21MWJAN3 B 3315	BUDGETARY FUND BALANCE RES ENC			230.49	
	SYSTEM GENERATED ENTRIES TOTAL			230.49	668,957.20
	JOURNAL 2021/01/248 TOTAL			668,957.20	668,957.20
2021 1 248					
API A-1522 01/27/2021 W 21MWJAN3 B 3315	EXPENDITURES			615,900.97	
API E-1522 01/27/2021 W 21MWJAN3 B 3315	EXPENDITURES			1,455.12	
API F-1522 01/27/2021 W 21MWJAN3 B 3315	EXPENDITURES			35,381.81	
API G-1522 01/27/2021 W 21MWJAN3 B 3315	EXPENDITURES			15,988.81	

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
A GENERAL FUND	2021	1	248	01/27/2021		
A-1521				ENCUMBRANCES		230.49
A-1522				EXPENDITURES	615,900.97	
A-2600				ACCOUNTS PAYABLE		615,900.97
A-2963				BUDGETARY FUND BALANCE RES ENC	230.49	
				FUND TOTAL	616,131.46	616,131.46
E CITY CENTER AUTHORITY	2021	1	248	01/27/2021		
E-1522				EXPENDITURES	1,455.12	
E-2600				ACCOUNTS PAYABLE		1,455.12
				FUND TOTAL	1,455.12	1,455.12
F WATER FUND	2021	1	248	01/27/2021		
F-1522				EXPENDITURES	35,381.81	
F-2600				ACCOUNTS PAYABLE		35,381.81
				FUND TOTAL	35,381.81	35,381.81
G SEWER FUND	2021	1	248	01/27/2021		
G-1522				EXPENDITURES	15,988.81	
G-2600				ACCOUNTS PAYABLE		15,988.81
				FUND TOTAL	15,988.81	15,988.81

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

CLERK: u101 BATCH: 3313 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR

APPROVED UNPAID INVOICES TO BE POSTED

7199	00001 CONSTELLATION EN	181994 181994		183295	20MWDEC6	3,649.27	.00	.00		
CASH A	2020/13 INV 01/25/2021	SEP-CHK: N	DISC: .00				A3335184 54750	3,527.87	1099:	
ACCT 1200	DEPT 3000 DUE 01/27/2021	DESC:DPW					A3335184 54750	121.40	1099:	
PO BOX 4640	CAROL STREAM IL 60197-4640									
6575	00003 DIRECT ENERGY BU	181995 181995		183296	20MWDEC6	6,502.73	.00	.00		
CASH A	2020/13 INV 01/25/2021	SEP-CHK: N	DISC: .00				A3031634 54650	250.20	1099:	
ACCT 1200	DEPT 3000 DUE 01/27/2021	DESC:DPW					A3567194 54650 3000	2,504.12	1099:	
P.O. BOX 32179	NEW YORK NY 10087-2179						G3638124 54650	9.54	1099:	
							A3537114 54650	1,796.99	1099:	
							A3031654 54650	1,151.96	1099:	
							F3638334 54650	789.92	1099:	
319	00001 NATIONAL GRID	181996 181996		183297	20MWDEC6	1,597.23	.00	.00		
CASH A	2020/13 INV 01/25/2021	SEP-CHK: N	DISC: .00				A3335184 54750	86.19	1099:	
ACCT 1200	DEPT 3000 DUE 01/27/2021	DESC:dpw					A3335184 54750	150.90	1099:	
P.O. BOX 4706	SYRACUSE NY 13221-4706						A3031654 54650	192.53	1099:	
							G3638124 54650	159.92	1099:	
							A3031624 54180	1,007.69	1099:	
223	00002 RICOH USA, INC	181997 104524473-2020		183298	20MWDEC6	2.40	.00	.00		
CASH A	2020/13 INV 01/25/2021	SEP-CHK: N	DISC: .00				A3143124 54740	2.40	1099:	
ACCT 1200	DEPT 4000 DUE 01/27/2021	DESC:104524473								
P O BOX 41564	PHILADELPHIA PA 19101-1564									
223	00002 RICOH USA, INC	181998 104524475		183299	20MWDEC6	6.34	.00	.00		
CASH A	2020/13 INV 01/25/2021	SEP-CHK: N	DISC: .00				A3011422 52200	6.34	1099:	
ACCT 1200	DEPT 1000 DUE 01/27/2021	DESC:323252-1023244A6								
P O BOX 41564	PHILADELPHIA PA 19101-1564									
223	00001 RICOH USA, INC	181999 13246846		183300	20MWDEC6	8.05	.00	.00		
CASH A	2020/13 INV 01/25/2021	SEP-CHK: N	DISC: .00				A3143124 54740	8.05	1099:	
ACCT 1200	DEPT 4000 DUE 01/27/2021	DESC:4263380								
P O BOX 827577	PHILADELPHIA PA 19182-7577									

CLERK: u101 BATCH: 3313 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
223	00001	RICOH USA, INC	182000 5061104424		183301	20MWDEC6	13.07	.00	.00		
CASH A		2020/13 INV 01/25/2021 SEP-CHK: N DISC: .00						A3143124 54740		13.07	1099:
ACCT 1200		DEPT 4000 DUE 01/27/2021 DESC:4681158									
P O BOX 827577		PHILADELPHIA PA 19182-7577									
223	00001	RICOH USA, INC	182001 5031125378		183302	20MWDEC6	48.33	.00	.00		
CASH A		2020/13 INV 01/25/2021 SEP-CHK: N DISC: .00						A3143124 54740		48.33	1099:
ACCT 1200		DEPT 4000 DUE 01/27/2021 DESC:4659909									
P O BOX 827577		PHILADELPHIA PA 19182-7577									
223	00001	RICOH USA, INC	182002 5061071967		183303	20MWDEC6	72.58	.00	.00		
CASH A		2020/13 INV 01/25/2021 SEP-CHK: N DISC: .00						A3143124 54720		72.58	1099:
ACCT 1200		DEPT 4000 DUE 01/27/2021 DESC:4659857									
P O BOX 827577		PHILADELPHIA PA 19182-7577									
1699	00003	TIME WARNER CABL	182003 93827710121020		183304	20MWDEC6	129.99	.00	.00		
CASH A		2020/13 INV 01/25/2021 SEP-CHK: N DISC: .00						A3021694 54740		129.99	1099:
ACCT 1200		DEPT 2000 DUE 01/27/2021 DESC:202938277101001									
PO BOX 4617		CAROL STREAM IL 60197-4617									
1927	00001	VERIZON	182004 182004		183305	20MWDEC6	44.30	.00	.00		
CASH A		2020/13 INV 01/25/2021 SEP-CHK: N DISC: .00						A3143124 54670		44.30	1099:
ACCT 1200		DEPT 4000 DUE 01/27/2021 DESC:5185846400685246									
P O BOX 15124		ALBANY NY 12212-5124									
1927	00001	VERIZON	182005 182005		183306	20MWDEC6	95.69	.00	.00		
CASH A		2020/13 INV 01/25/2021 SEP-CHK: N DISC: .00						A3143414 54650		95.69	1099:
ACCT 1200		DEPT 4000 DUE 01/27/2021 DESC:651750666000189									
P O BOX 15124		ALBANY NY 12212-5124									
1927	00001	VERIZON	182006 182006		183307	20MWDEC6	97.88	.00	.00		
CASH A		2020/13 INV 01/25/2021 SEP-CHK: N DISC: .00						A3143414 54650		97.88	1099:
ACCT 1200		DEPT 4000 DUE 01/27/2021 DESC:651747380000123									
P O BOX 15124		ALBANY NY 12212-5124									

CLERK: u101 BATCH: 3313 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1927	00001	VERIZON	182007 182007		183308	20MWDEC6	336.68	.00	.00		
CASH A		2020/13	INV 01/25/2021	SEP-CHK: N	DISC: .00			A3143124 54670		336.68	1099:
ACCT 1200		DEPT 4000	DUE 01/27/2021	DESC:651750563000175							
P O BOX 15124		ALBANY NY 12212-5124									
6172	00001	VERIZON CONNECT	182009 OSV000002328746		183310	20MWDEC6	1,481.51	.00	.00		
CASH A		2020/13	INV 01/25/2021	SEP-CHK: N	DISC: .00			A3031654 54650		1,481.51	1099:
ACCT 1200		DEPT 3000	DUE 01/27/2021	DESC:SARA007							
P.O. BOX 975544		DALLAS TX 75397-5544									
1831	00001	VERIZON WIRELESS	182011 9870930748		183312	20MWDEC6	419.17	.00	.00		
CASH A		2020/13	INV 01/25/2021	SEP-CHK: N	DISC: .00			A3143124 54670		118.22	1099:
ACCT 1200		DEPT 4000	DUE 01/27/2021	DESC:286916448-00001				A3143624 54670		300.95	1099:
P O BOX 408		NEWARK NJ 07101-0408									
1831	00001	VERIZON WIRELESS	182012 9870749550		183313	20MWDEC6	100.08	.00	.00		
CASH A		2020/13	INV 01/25/2021	SEP-CHK: N	DISC: .00			A3031494 54670		100.08	1099:
ACCT 1200		DEPT 3000	DUE 01/27/2021	DESC:7420510380001							
P O BOX 408		NEWARK NJ 07101-0408									
1927	00001	VERIZON	182056 182056		183359	20MWDEC6	771.55	.00	.00		
CASH A		2020/13	INV 01/25/2021	SEP-CHK: N	DISC: .00			A3031494 54670		32.35	1099:
ACCT 1200		DEPT 3000	DUE 01/27/2021	DESC:DPW				A3638184 54670		69.08	1099:
P O BOX 15124		ALBANY NY 12212-5124						F3638334 54670		68.85	1099:
								F3638334 54670		146.90	1099:
								F3638334 54180		74.25	1099:
								A3031444 54670		7.77	1099:
								A3537114 54670		34.49	1099:
								A3567194 54670 3000		34.53	1099:
								A3567194 54180 3000		106.04	1099:
								A3567194 54670 3000		37.50	1099:
								A3537214 54180		34.74	1099:
								A3031654 54670		32.04	1099:
								A3031654 54670		93.01	1099:

18 APPROVED UNPAID INVOICES TOTAL 15,376.85

CLERK: u101 BATCH: 3313 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR

18 INVOICE(S) REPORT POST TOTAL 15,376.85

CLERK: u101 BATCH: 3313 ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2020 13	A3011422 A	-30-1-1420-2-52200 -	OFFICE EQUIPMEN	6.34	676.92
	A3021694 A	-30-2-1681-4-54740 -	SERVICE CONTRAC	129.99	9,488.06
	A3031444 A	-30-3-1440-4-54670 -	PHONES	7.77	5.55
	A3031494 A	-30-3-1490-4-54670 -	PHONES	132.43	1,215.36
	A3031624 A	-30-3-1620-4-54180 -	OTHER SUPPLIES	1,007.69	1,509.59
	A3031634 A	-30-3-1621-4-54650 -	VC UTILITIES	250.20	1,200.81
	A3031654 A	-30-3-1623-4-54650 -	UTILITIES	2,826.00	2,902.18
	A3031654 A	-30-3-1623-4-54670 -	PHONES	125.05	75.05
	A3143124 A	-31-4-3120-4-54670 -	PHONES	499.20	5,356.44
	A3143124 A	-31-4-3120-4-54720 -	SERVICE CONTRAC	72.58	1,179.81
	A3143124 A	-31-4-3120-4-54740 -	SERVICE CONTRAC	71.85	9,343.58
	A3143414 A	-31-4-3410-4-54650 -	UTILITIES	193.57	1,841.70
	A3143624 A	-31-4-3620-4-54670 -	PHONES	300.95	358.74
	A3335184 A	-33-3-5182-4-54750 -	STREET LIGHTING	3,886.36	1,290.43
	A3537114 A	-35-3-7110-4-54650 -	UTILITIES	1,796.99	4,053.00
	A3537114 A	-35-3-7110-4-54670 -	PHONES	34.49	47.97
	A3537214 A	-35-3-7200-4-54180 -	OTHER SUPPLIES	34.74	615.45
	A3567194 A	-35-6-7181-4-54180 -3000	OTHER SUPPLIES	106.04	2,909.04
	A3567194 A	-35-6-7181-4-54650 -3000	UTILITIES	2,504.12	4,516.89
	A3567194 A	-35-6-7181-4-54670 -3000	PHONES	72.03	32.28
	A3638184 A	-36-3-8180-4-54670 -	PHONES	69.08	68.60
	F3638334 F	-36-3-8330-4-54180 -	OTHER SUPPLIES	74.25	6,074.70
	F3638334 F	-36-3-8330-4-54650 -	UTILITIES	789.92	173,878.91
	F3638334 F	-36-3-8330-4-54670 -	PHONES	215.75	2.25
	G3638124 G	-36-3-8120-4-54650 -	UTILITIES	169.46	2,243.79
			REPORT TOTALS	15,376.85	

CLERK: u101

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2020 13 46					
API A3335184-54750	STREET LIGHTING			3,527.87	
12/31/2020 W 20MWDEC6 007199 181994	DPW				
API A3335184-54750	STREET LIGHTING			121.40	
12/31/2020 W 20MWDEC6 007199 181994	DPW				
API A3031634-54650	VC UTILITIES			250.20	
12/31/2020 W 20MWDEC6 006575 181995	DPW				
API A3567194-54650-3000	UTILITIES			2,504.12	
12/31/2020 W 20MWDEC6 006575 181995	DPW				
API G3638124-54650	UTILITIES			9.54	
12/31/2020 W 20MWDEC6 006575 181995	DPW				
API A3537114-54650	UTILITIES			1,796.99	
12/31/2020 W 20MWDEC6 006575 181995	DPW				
API A3031654-54650	UTILITIES			1,151.96	
12/31/2020 W 20MWDEC6 006575 181995	DPW				
API F3638334-54650	UTILITIES			789.92	
12/31/2020 W 20MWDEC6 006575 181995	DPW				
API A3335184-54750	STREET LIGHTING			86.19	
12/31/2020 W 20MWDEC6 000319 181996	dpw				
API A3335184-54750	STREET LIGHTING			150.90	
12/31/2020 W 20MWDEC6 000319 181996	dpw				
API A3031654-54650	UTILITIES			192.53	
12/31/2020 W 20MWDEC6 000319 181996	dpw				
API G3638124-54650	UTILITIES			159.92	
12/31/2020 W 20MWDEC6 000319 181996	dpw				
API A3031624-54180	OTHER SUPPLIES			1,007.69	
12/31/2020 W 20MWDEC6 000319 181996	dpw				
API A3143124-54740	SERVICE CONTRACTS - EQUIPMENT			2.40	
12/31/2020 W 20MWDEC6 000223 181997	104524473				
API A3011422-52200	OFFICE EQUIPMENT			6.34	
12/31/2020 W 20MWDEC6 000223 181998	323252-1023244A6				
API A3143124-54740	SERVICE CONTRACTS - EQUIPMENT			8.05	
12/31/2020 W 20MWDEC6 000223 181999	4263380				
API A3143124-54740	SERVICE CONTRACTS - EQUIPMENT			13.07	
12/31/2020 W 20MWDEC6 000223 182000	4681158				
API A3143124-54740	SERVICE CONTRACTS - EQUIPMENT			48.33	
12/31/2020 W 20MWDEC6 000223 182001	4659909				
API A3143124-54720	SERVICE CONTRACTS - PROF SERV			72.58	
12/31/2020 W 20MWDEC6 000223 182002	4659857				
API A3021694-54740	SERVICE CONTRACTS - EQUIPMENT			129.99	
12/31/2020 W 20MWDEC6 001699 182003	202938277101001				
API A3143124-54670	PHONES			44.30	
12/31/2020 W 20MWDEC6 001927 182004	5185846400685246				
API A3143414-54650	UTILITIES			95.69	
12/31/2020 W 20MWDEC6 001927 182005	651750666000189				
API A3143414-54650	UTILITIES			97.88	
12/31/2020 W 20MWDEC6 001927 182006	651747380000123				
API A3143124-54670	PHONES			336.68	

YEAR PER JNL SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
12/31/2020 W 20MWDEC6 001927 182007	651750563000175				
API A3031654-54650	UTILITIES			1,481.51	
12/31/2020 W 20MWDEC6 006172 182009	SARA007				
API A3143124-54670	PHONES			118.22	
12/31/2020 W 20MWDEC6 001831 182011	286916448-00001				
API A3143624-54670	PHONES			300.95	
12/31/2020 W 20MWDEC6 001831 182011	286916448-00001				
API A3031494-54670	PHONES			100.08	
12/31/2020 W 20MWDEC6 001831 182012	7420510380001				
API A3031494-54670	PHONES			32.35	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
API A3638184-54670	PHONES			69.08	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
API F3638334-54670	PHONES			68.85	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
API F3638334-54670	PHONES			146.90	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
API F3638334-54180	OTHER SUPPLIES			74.25	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
API A3031444-54670	PHONES			7.77	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
API A3537114-54670	PHONES			34.49	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
API A3567194-54670-3000	PHONES			34.53	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
API A3567194-54180-3000	OTHER SUPPLIES			106.04	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
API A3567194-54670-3000	PHONES			37.50	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
API A3537214-54180	OTHER SUPPLIES			34.74	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
API A3031654-54670	PHONES			32.04	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
API A3031654-54670	PHONES			93.01	
12/31/2020 W 20MWDEC6 001927 182056	DPW				
	GENERAL LEDGER TOTAL			15,376.85	.00
API A-2600	ACCOUNTS PAYABLE				14,127.47
12/31/2020 W 20MWDEC6 B 3313					
API F-2600	ACCOUNTS PAYABLE				1,079.92
12/31/2020 W 20MWDEC6 B 3313					
API G-2600	ACCOUNTS PAYABLE				169.46
12/31/2020 W 20MWDEC6 B 3313					
	SYSTEM GENERATED ENTRIES TOTAL			.00	15,376.85

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
	JOURNAL 2020/13/46	TOTAL		15,376.85	15,376.85
2020 13 46					
API A-1522	EXPENDITURES			14,127.47	
12/31/2020 W 20MWDEC6 B 3313					
API F-1522	EXPENDITURES			1,079.92	
12/31/2020 W 20MWDEC6 B 3313					
API G-1522	EXPENDITURES			169.46	
12/31/2020 W 20MWDEC6 B 3313					

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
A GENERAL FUND	2020 13	46	12/31/2020			
A-1522			EXPENDITURES		14,127.47	
A-2600			ACCOUNTS PAYABLE			14,127.47
				FUND TOTAL	14,127.47	14,127.47
F WATER FUND	2020 13	46	12/31/2020			
F-1522			EXPENDITURES		1,079.92	
F-2600			ACCOUNTS PAYABLE			1,079.92
				FUND TOTAL	1,079.92	1,079.92
G SEWER FUND	2020 13	46	12/31/2020			
G-1522			EXPENDITURES		169.46	
G-2600			ACCOUNTS PAYABLE			169.46
				FUND TOTAL	169.46	169.46

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

CLERK: u101 BATCH: 3316

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
160656	001	FITZGERALD MORRIS BA	1.00	0.00	0.00	1.00	9	MUNICIPAL LITIGATION CCA 5/17/16 N
171001	001	THE TOWNE LAW FIRM,	1.00	0.00	0.00	1.00	9	ARTICL 7 CCA 12/29/16
180002	001	THE TOWNE LAW FIRM,	1.00	0.00	0.00	1.00	9	LEGAL SERVICES FOR ARTICLE 7 CCA 1
190002	001	THE TOWNE LAW FIRM,	1.00	1.00	0.00	0.00	9	ARTICLE 7 NOT TO EXCEED
190239	001	CHAZEN COMPANIES	1.00	0.00	0.00	1.00	9	PB#17.074 EXCELSIOR PARK-SEQR
200001	001	THE TOWNE LAW FIRM,	1.00	0.00	0.00	1.00	8	ARTICLE SEVEN LEGAL SERVICES CCA 12
200002	001	FITZGERALD MORRIS BA	1.00	0.00	0.00	1.00	8	ARTICLE SEVEN LEGAL SERVICES CCA 12
200030	001	BST & CO. CPAS, LLP	1.00	0.00	0.00	1.00	8	AUDITING SERVICES
200223	001	CASELLA WASTE SERVIC	1.00	0.00	0.00	1.00	8	TIPPING AND HAULING PER RFP 2019-46
	001	CASELLA WASTE SERVIC	1.00	0.00	0.00	1.00		TIPPING AND HAULING PER RFP 2019-46
200270	001	THE LAW OFFICE OF DA	1.00	0.00	1.00	0.00	0	2020 LEGAL SERVICE NOT TO EXCEED A
200274	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00	8	POLICE STATION RUG SERVICE
200296	001	BPI MECHANICAL SERVI	1.00	0.00	0.00	1.00	8	PREVNTIVE MAINTENACE ON ICE RINK CHI
200335	001	MATTS SERVICE CENTER	12.00	12.00	0.00	0.00	0	MONTHLY LEASE FOR 2 VEHICLES
200351	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00	8	WALK OFF MATS, DUST MOPS LAUNDRY BAG
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		WALK OFF MATS, DUST MOPS LAUNDRY BAG
200360	001	CNA ENVIRONMENTAL IN	1.00	0.00	1.00	0.00	0	Laboratory Services 4/1/2020-12/31/2
200394	001	HENRY SCHEIN, INC.	1.00	1.00	0.00	0.00	0	EMERGENCY MEDICAL SUPPLIES
200540	001	KATHLEEN A. SUOZZO,	1.00	0.00	0.00	1.00	8	WASTEWATER PUMP STATION UPGRADES PE
200541	001	INSTRUMART	1.00	0.00	1.00	0.00	0	ROSEMOUNT TRANSMITTER PER QUOTE 121
200553	001	POSTLER & JAECKLE CO	1.00	0.00	1.00	0.00	0	VERNON CHILLERS PER RFP 2020-09 NO
200618	001	TRANE U.S. INC.	1.00	0.00	1.00	0.00	0	HVAC REPAIR WORK PER QUOTE DATED 10/
200631	001	GOLDBERGER AND KREME	1.00	0.00	0.00	1.00	8	ADDENDUM TO CONTRACT THRU 3/6/2021
200643	001	MES - NEW YORK	1.00	0.00	1.00	0.00	0	PER QUOTE QT 1418432
200739	001	CHAZEN COMPANIES	1.00	0.00	0.00	1.00	8	351, 353, 365 BORADWAY THE RIP/ADELP
200752	001	TAPCO	1.00	0.00	0.00	1.00	8	AS FOLLOWS:

CLERK: u101 BATCH: 3316 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR

APPROVED UNPAID INVOICES TO BE POSTED

7969 00000 ABSOLUTE PEST CO 182057 183360 20DEC5 260.00 .00 .00
564345,564732

CASH A 2020/13 INV 01/26/2021 SEP-CHK: Y DISC: .00 A3537114 54720 60.00 1099:7
ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:564735,564737 A3567194 54720 3000 70.00 1099:7
12 WADE ROAD LATHAM NY 12110 A3567194 54720 3000 70.00 1099:7
A3567174 54720 3000 60.00 1099:7

1829 00001 ACCENT FURNITURE 182058 183361 20DEC5 140.00 .00 .00
123316

CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3031444 54180 140.00 1099:
ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:1275
3 INTERSTATE AVENUE ALBANY NY 12205

4140 00000 ACCURATE PEST CO 182059 183362 20DEC5 235.00 .00 .00
81365,90178

CASH A 2020/13 INV 01/26/2021 SEP-CHK: Y DISC: .00 E3577164 54720 235.00 1099:7
ACCT 1200 DEPT 7000 DUE 02/02/2021 DESC:95484,97754
1161 CURRY ROAD SCHENECTADY NY 12306

2785 00001 ADIRONDACK TIRE 182060 183364 20DEC5 4,862.80 .00 .00
182060

CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 F3638354 54510 1,193.76 1099:
ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:S1100 A3335124 54510 1,643.52 1099:
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866 A3335014 54510 429.52 1099:
A3335014 54510 1,596.00 1099:

8464 00000 ADMIRAL PRINTING 182061 183365 20DEC5 120.00 .00 .00
2054

CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3021314 54110 120.00 1099:
ACCT 1200 DEPT 2000 DUE 02/02/2021 DESC:S0005
13-08 43RD AVE. 1ST FLR. LONG ISLAND CITY NY 11101

5400 00001 AIRGAS EAST 182062 183366 20DEC5 34.19 .00 .00
9976255366

CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3143314 54390 34.19 1099:
ACCT 1200 DEPT 4000 DUE 02/02/2021 DESC:2581569
P O BOX 734445 CHICAGO IL 60673-4445

CLERK: u101 BATCH: 3316 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
31	00001	ALLERDICE BUILDI	182063 182063		183367	20DEC5	75.34	.00	.00		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3638194 54180		23.38	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:271					A3031644 54180		51.96	1099:
41 WALWORTH STREET SARATOGA SPRINGS NY 12866											
6030	00001	ALLPRO CLEANING	182064 27745		183368	20DEC5	250.00	.00	.00		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3143124 54510		250.00	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:01/19/2021								
1352 SARATOGA ROAD GANSEVOORT NY 12831											
3520	00000	GARY BENINCASA	182065 182065		183369	20DEC5	450.00	.00	.00		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3567144 54180 3000		450.00	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:DEC REIMB								
158 ARROWHEAD PLACE MALTA NY 12020											
1292	00000	SEAN BRISCOE	182067 182067		183371	20DEC5	150.00	.00	.00		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3143124 54230		150.00	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:YMCA REIMB								
4 LAKEVIEW DRIVE GANSEVOORT NY 12831											
7529	00000	BST & CO. CPAS,	182068 368909	200030	183372	20DEC5	4,000.00	.00	1,055.00		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3021314 54720		4,000.00	1099:
ACCT 1200		DEPT 2000 DUE 02/02/2021	DESC:773510.0								
26 COMPUTER DRIVE WEST ALBANY NY 12205											
417	00001	CASELLA WASTE SE	182069 2256929	200223	183373	20DEC5	1,312.10	.00	836.75		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3638184 54521		1,171.80	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:28-34321 0					A3638184 54700		140.30	1099:
P.O. BOX 1372 WILLISTON VT 05495-1372											
417	00001	CASELLA WASTE SE	182070 2258188	200223	183374	20DEC5	654.60	.00	836.75		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3638184 54521		654.60	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:28-34321 0								
P.O. BOX 1372 WILLISTON VT 05495-1372											

CLERK: u101 BATCH: 3316 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2948	00001	CDW GOVERNMENT I	182071 6123819		183375	20DEC5	2,121.03	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3021692 52230 2,121.03 1099:											
ACCT 1200 DEPT 2000 DUE 02/02/2021 DESC:6731216											
75 REMITTANCE DRIVE STE.1515 CHICAGO IL 60675-1515											
2948	00001	CDW GOVERNMENT I	182072 6163134		183376	20DEC5	408.98	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3021692 52230 408.98 1099:											
ACCT 1200 DEPT 2000 DUE 02/02/2021 DESC:6731216											
75 REMITTANCE DRIVE STE.1515 CHICAGO IL 60675-1515											
136	00000	CERTIFIED AMBULA	182073 SSF-0121		183377	20DEC5	167.25	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3143414 54771 167.25 1099:											
ACCT 1200 DEPT 4000 DUE 02/02/2021 DESC:SSFD											
P O BOX 290184 WETHERSFIELD CT 06129											
825	00001	CHAZEN COMPANIES	182074 0120194	190239	183378	20DEC5	3,387.35	.00	41.20		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3031444 54725 3,387.35 1099:											
ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:31904.01											
21 FOX STREET POUGHKEEPSIE NY 12601											
825	00001	CHAZEN COMPANIES	182075 0120474	200739	183379	20DEC5	5,158.50	.00	2,641.50		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3113624 54725 5,158.50 1099:											
ACCT 1200 DEPT 1000 DUE 02/02/2021 DESC:32004.06											
21 FOX STREET POUGHKEEPSIE NY 12601											
3814	00000	CLARE'S EMBROIDE	182076 3399		183380	20DEC5	240.00	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 G3638154 54180 240.00 1099:											
ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:12/16/2020											
1 S FEDERAL ST, SUITE 1 SARATOGA SPRINGS NY 12866											
8745	00000	KATHLEEN CLINE	182077 182077		183381	20DEC5	250.00	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A063 42411 250.00 1099:											
ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:CEREMONY REFUND											
112 CITATION WAY BALLSTON SPA NY 12020											

CLERK: u101 BATCH: 3316 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
149	00001	CNA ENVIRONMENTA	182078 DEC 2020	200360	183382	20DEC5	3,963.00	872.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00				A3638144 54708		.00	1099:
ACCT 1200	DEPT 3000	DUE 02/02/2021	DESC:Laboratory Services					A3638194 54180		.00	1099:
27 KENT STREET STE. 102	BALLSTON SPA NY 12020							F3638334 54708		1,843.00	1099:
								F3638334 54708		2,120.00	1099:7
5853	00000	CONFIDATA	182079 73583		183383	20DEC5	50.00	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00				A3011424 54110		50.00	1099:
ACCT 1200	DEPT 1000	DUE 02/02/2021	DESC:SARATOGATT								
N GENESEE & LEE STREET P.O. BOX 353 UTICA NY 13503-0353											
8118	00000	CSRA	182081 20-112228		183385	20DEC5	6.25	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00				A044 41640		6.25	1099:
ACCT 1200	DEPT 4000	DUE 02/02/2021	DESC:MONICA PAO MARCIAS PARRA								
1	00001	COMMISSIONER OF	182082 6-24-9/29/2020		183386	20DEC5	152.00	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: Y	DISC: .00				E3577164 54650		152.00	1099:
ACCT 1200	DEPT 7000	DUE 02/02/2021	DESC:010007								
CITY HALL - 474 BROADWAY	SARATOGA SPRINGS NY 12866										
4899	00000	FITZGERALD MORRI	182083 74493	160656	183387	20DEC5	129.50	.00	7,409.42		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00				A3143014 54720		129.50	1099:7
ACCT 1200	DEPT 4000	DUE 02/02/2021	DESC:10258-0023								
P.O. BOX 2017	GLENS FALLS NY 12801										
4899	00000	FITZGERALD MORRI	182084 74494	200002	183388	20DEC5	68.00	.00	13,537.50		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00				A3051354 54720		68.00	1099:7
ACCT 1200	DEPT 5000	DUE 02/02/2021	DESC:1025-0025								
P.O. BOX 2017	GLENS FALLS NY 12801										
190	00000	GENERAL CODE PUB	182085 PC0000031809		183389	20DEC5	3,774.00	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00				A3021692 52600		3,774.00	1099:
ACCT 1200	DEPT 2000	DUE 02/02/2021	DESC:SA0110								
PO BOX 772511	DETROIT MI 48277-2511										

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VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
6207	00001	GLOBAL MONTELLO	182086 20581077		183390	20DEC5	4,356.62	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00				A3143124 54520		2,619.62	1099:
ACCT 1200	DEPT 3000	DUE 02/02/2021	DESC:2489244					A3335014 54520		765.60	1099:
P.O. BOX 3372	BOSTON MA 02241							A3335124 54520		783.11	1099:
								F3638344 54520		188.29	1099:
7562	00000	GOLDBERGER AND K	182087 DEC 2020	200631	183391	20DEC5	697.50	.00	2,203.50		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00				A3011424 54720		697.50	1099:7
ACCT 1200	DEPT 1000	DUE 02/02/2021	DESC:ADDENDUM								
39 NORTH PEARL ST., STE. 201	ALBANY NY 12207										
189	00002	GRAINGER	182088 182088		183392	20DEC5	42.96	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00				F3638334 54180		42.96	1099:
ACCT 1200	DEPT 3000	DUE 02/02/2021	DESC:800013294								
DEPT.800013294	PALATINE IL 60038-0001										
6100	00001	HENRY SCHEIN, IN	182089 182089	200394	183393	20DEC5	193.77	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00				A3143414 54150		193.77	1099:
ACCT 1200	DEPT 4000	DUE 02/02/2021	DESC:2534048								
P.O. BOX 371952	PITTSBURGH PA 15250-7952										
205	00001	HIRAM HOLLOW REG	182091 686039		183395	20DEC5	385.00	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00				A3638184 54180		385.00	1099:
ACCT 1200	DEPT 3000	DUE 02/02/2021	DESC:90-00047 2								
P.O. BOX 1372	WILLISTON VT 05495-1372										
205	00001	HIRAM HOLLOW REG	182092 685933		183396	20DEC5	462.00	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00				A3031624 54610		462.00	1099:
ACCT 1200	DEPT 3000	DUE 02/02/2021	DESC:90-00047 2								
P.O. BOX 1372	WILLISTON VT 05495-1372										
2439	00009	THE HOME DEPOT P	182093 59004551		183397	20DEC5	1,699.00	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: Y	DISC: .00				E3577164 54140		1,699.00	1099:
ACCT 1200	DEPT 7000	DUE 02/02/2021	DESC:1363965								
PO BOX 415133	BOSTON MA 02241-5133										

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VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2439	00008	THE HOME DEPOT P	182094 591809413		183398	20DEC5	84.12	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00			A3143314 54390		84.12	1099:	
ACCT 1200	DEPT 4000	DUE 02/02/2021	DESC:88609								
PO BOX 404468 ATLANTA GA 30384-4468											
2439	00006	HOME DEPOT/MAINT	182095 7970098		183399	20DEC5	405.45	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00			A3031624 54180		405.45	1099:	
ACCT 1200	DEPT 3000	DUE 02/02/2021	DESC:60353225040162 58								
DEPT. 32-2504016258 PO BOX 78047 PHOENIX AZ 85062-8047											
8650	00000	INSTRUMART	182096 IN575887	200541	183400	20DEC5	2,626.31	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00			F3638332 52300		2,626.31	1099:	
ACCT 1200	DEPT 3000	DUE 02/02/2021	DESC:09/22/2020								
35 GREEN MOUNTAIN COLLEGE SOUTH BURLINGTON VT 05403											
1980	00000	ROBERT JILLSON	182097 182097		183401	20DEC5	150.00	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00			A3143124 54230		150.00	1099:	
ACCT 1200	DEPT 4000	DUE 02/02/2021	DESC:YMCA REIMB								
8 PADDINGTON DRIVE SARATOGA SPRINGS NY 12866											
8623	00000	KATHLEEN A. SUOZ	182098 2011_20-035(3)	200540	183402	20DEC5	9,350.00	.00	29,824.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00			H3638122 52000 1183		9,350.00	1099:	
ACCT 1200	DEPT 3000	DUE 02/02/2021	DESC:20-035								
PO BOX 653 BOLTON LANDING NY 12814											
6200	00002	LEXISNEXIS	182099 3093016740		183403	20DEC5	89.61	.00	.00		
CASH A	2020/13	INV 01/26/2021	SEP-CHK: N	DISC: .00			A3011424 54440		89.61	1099:	
ACCT 1200	DEPT 1000	DUE 02/02/2021	DESC:42532P5K7								
PO BOX 933 DAYTON OH 45401											

CLERK: u101 BATCH: 3316 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1291	00001	LOWES HOME CENTE	182100 182100		183404	20DEC5	1,967.49	.00	.00		
CASH A		2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00						G3638124 54180		10.21	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021 DESC:XXXXXX6834						A3537114 54180		160.08	1099:
ATT:DON BROWN,CR.COORDINATOR 10 LOWES DRIVE SARATOGA SPRINGS NY 12866								G3638124 54180		257.25	1099:
								A3031594 54610		119.55	1099:
								A3031624 54180		221.99	1099:
								A3031624 54180		836.07	1099:
								A3031594 54610		362.34	1099:
271	00000	MATTS SERVICE CE	182102 182102	200335	183406	20DEC5	2,850.00	.00	.00		
CASH A		2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00						A3143124 54720		2,850.00	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021 DESC:JUL-DEC 2020									
300 MAPLE AVENUE SARATOGA SPRINGS NY 12866											
8678	00000	RHONDA MCGOURTY	182103 182103		183407	20DEC5	34.90	.00	.00		
CASH A		2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00						A3638194 54510		34.90	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021 DESC:REIMB									
9 MOKASHA SQUARE SARATOGA SPRINGS NY 12866											
4407	00001	MUNICIPAL EMERGE	182104 IN 1535149	200643	183408	20DEC5	125.04	.00	.00		
CASH A		2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00						A3143414 54160		125.04	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021 DESC:C35875									
DEPOSITORY ACCOUNT 75 REMITTANCE DR STE.3135 CHICAGO IL 60675											
8720	00000	MOTION SPORTS AN	182105 1296		183409	20DEC5	1,700.00	.00	.00		
CASH A		2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00						A3567194 54170		1,700.00	1099:
ACCT 1200		DEPT 6000 DUE 02/02/2021 DESC:12/21/2020									
4-15977 26TH AVE. SURREY BC V3Z2W7											
4904	00001	CLASS C SOLUTION	182106 4240700002		183410	20DEC5	243.95	.00	.00		
CASH A		2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00						A3335014 54510		243.95	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021 DESC:2879020001									
BOX 78845 MILWAUKEE IL 53278-8845											

CLERK: u101 BATCH: 3316 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
6306	00000	MULTIMED BILLING	182107 dec 2020		183411	20DEC5	7,346.79	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3143634 54747 7,346.79 1099: ACCT 1200 DEPT 4000 DUE 02/02/2021 DESC:SSFD P.O. BOX 535 BALDWINSVILLE NY 13027											
5237	00000	NAPA AUTO PARTS	182108 681356		183412	20DEC5	58.05	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3031654 54180 58.05 1099: ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:680004 P.O. BOX 3371 SARATOGA SPRINGS NY 12866											
8305	00000	POSTLER & JAECKL	182110 02057839	200553	183414	20DEC5	99,000.00	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 H3567182 52000 1193 99,000.00 1099: ACCT 1200 DEPT 6000 DUE 02/02/2021 DESC:11578 615 SOUTH AVENUE ROCHESTER NY 14620-1385											
712	00000	REMO	182111 1027		183415	20DEC5	260.70	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3143414 54720 260.70 1099: ACCT 1200 DEPT 4000 DUE 02/02/2021 DESC:2020 REMO SERVICE FEE 24 MADISON AVE. EXT ALBANY NY 12203											
6943	00000	SARATOGA CLEANER	182112 12/31/2020		183416	20DEC5	133.51	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3143124 54720 133.51 1099: ACCT 1200 DEPT 4000 DUE 02/02/2021 DESC:VN1969 228 WASHINGTON STREET SARATOGA SPRINGS NY 12866											
368	00007	SARATOGA HOSPITA	182113 12/16/2020		183417	20DEC5	221.00	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3031624 54720 221.00 1099: ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:OM_SARSPWORK OCCUPATION SERVICES A SERVICE OF SARATOGA HOSPITAL MECHANICVILLE NY 12118											
399	00001	SARATOGA VETERIN	182114 247574		183418	20DEC5	622.41	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3143124 54970 622.41 1099:7 ACCT 1200 DEPT 4000 DUE 02/02/2021 DESC:247344 693 ROUTE 9 GANSEVOORT NY 12831											

CLERK: u101 BATCH: 3316 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2787	00001	SCHINDLER ELEVAT	182115 7100445216		183420	20DEC5	804.00	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3335654 54180 804.00 1099: ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:5000201478 P O BOX 93050 CHICAGO IL 60673-3050											
806	00000	STONE INDUSTRIES	182118 0457597		183423	20DEC5	85.00	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3143124 54720 85.00 1099: ACCT 1200 DEPT 4000 DUE 02/02/2021 DESC:28 4305 ROUTE 50 SARATOGA SPRINGS NY 12866											
5677	00000	TAPCO	182119 I 687903	200752	183424	20DEC5	181.20	.00	145.38		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3143314 54332 181.20 1099: ACCT 1200 DEPT 4000 DUE 02/02/2021 DESC:TRAFFIC SUPPLIES 5100 W BROWN DEER ROAD BROWN DEER WI 53223											
6594	00000	THE LAW OFFICE O	182120 18048	200270	183425	20DEC5	300.00	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 E3577164 54760 300.00 1099:7 ACCT 1200 DEPT 7000 DUE 02/02/2021 DESC:12/31/2020 480 BROADWAY, SUITE 211 SARATOGA SPRINGS NY 12866											
1699	00003	TIME WARNER CABL	182121 866296301120920		183426	20DEC5	74.95	.00	.00		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3143124 54720 74.95 1099: ACCT 1200 DEPT 4000 DUE 02/02/2021 DESC:202866296301001 PO BOX 4617 CAROL STREAM IL 60197-4617											
5846	00000	THE TOWNE LAW FI	182122 2130	171001	183427	20DEC5	85.00	.00	7,997.89		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3051354 54720 85.00 1099:7 ACCT 1200 DEPT 5000 DUE 02/02/2021 DESC:17-149-1LI P.O. BOX 15072 450 NEW KARNER ROAD ALBANY NY 12212											
5846	00000	THE TOWNE LAW FI	182123 2095	190002	183429	20DEC5	85.00	.00	9,716.70		
CASH A 2020/13 INV 01/26/2021 SEP-CHK: N DISC: .00 A3051354 54720 85.00 1099:7 ACCT 1200 DEPT 5000 DUE 02/02/2021 DESC:19-155-1LI P.O. BOX 15072 450 NEW KARNER ROAD ALBANY NY 12212											

CLERK: u101 BATCH: 3316 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
5846	00000	THE TOWNE LAW FI	182125 2096	200001	183431	20DEC5	127.50	.00	14,225.00		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3051354 54720		127.50	1099:7
ACCT 1200		DEPT 5000 DUE 02/02/2021	DESC:2097								
P.O. BOX 15072 450 NEW KARNER ROAD ALBANY NY 12212											
5846	00000	THE TOWNE LAW FI	182126 2094	180002	183432	20DEC5	297.50	.00	3,757.13		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3051354 54720		297.50	1099:7
ACCT 1200		DEPT 5000 DUE 02/02/2021	DESC:18-127-1LI								
P.O. BOX 15072 450 NEW KARNER ROAD ALBANY NY 12212											
3256	00000	UNIFIRST CORPORA	182127 523957550	200274	183433	20DEC5	63.10	.00	38.56		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3143124 54720		63.10	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:1290931								
PO BOX 650481 DALLAS TX 75265-0481											
3256	00000	UNIFIRST CORPORA	182128 182128	200351	183434	20DEC5	127.61	.00	1,393.56		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3031624 54610		86.19	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:1269238					A3567174 54610 3000		41.42	1099:
PO BOX 650481 DALLAS TX 75265-0481											
3256	00000	UNIFIRST CORPORA	182129 182129	200351	183435	20DEC5	542.14	.00	1,393.56		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3031624 54610		186.98	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:1269238					A3031654 54160		118.08	1099:
PO BOX 650481 DALLAS TX 75265-0481								A3031654 54610		85.23	1099:
								A3567174 54610 3000		151.85	1099:
1831	00001	VERIZON WIRELESS	182130 9871022472		183436	20DEC5	42.14	.00	.00		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3143414 54650		42.14	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:742082557-00001								
P O BOX 408 NEWARK NJ 07101-0408											
7528	00000	VISA	182131 182131		183437	20DEC5	20.00	.00	.00		
CASH A		2020/13 INV 01/26/2021	SEP-CHK: Y	DISC: .00				E3577164 54420		20.00	1099:
ACCT 1200		DEPT 7000 DUE 02/02/2021	DESC:4121265990223856								
PO BOX 30131 TAMPA FL 30131											

CLERK: u101 BATCH: 3316 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
3346	00001 W B MASON CO INC	182132 216644791		183438	20DEC5	78.52	.00	.00		
CASH A	2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3011424 54110		78.52	1099:
ACCT 1200	DEPT 1000 DUE 02/02/2021	DESC:CR8634079								
P O BOX 981101	BOSTON MA 02298-1101									
7609	00000 WINDSTREAM	182133 73330949		183439	20DEC5	506.64	.00	.00		
CASH A	2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3143124 54670		361.89	1099:
ACCT 1200	DEPT 4000 DUE 02/02/2021	DESC:4298323					A3143414 54650		144.75	1099:
PO BOX 9001013	LOUISVILLE KY 40290-1013									
1973	00000 WOLBERG ELECTRIC	182134 2273408		183440	20DEC5	13.25	.00	.00		
CASH A	2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3567194 54180 3000		13.25	1099:
ACCT 1200	DEPT 3000 DUE 02/02/2021	DESC:13696								
35 INDUSTRIAL PARK ROAD P O BOX 6309 ALBANY NY 12206-0309										
8048	00000 SPRAGUE RESOURCE	182136 20505381		183442	20DEC5	11,560.61	.00	.00		
CASH A	2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3143414 54520		662.58	1099:
ACCT 1200	DEPT 3000 DUE 02/02/2021	DESC:27640000					A3335014 54520		1,316.01	1099:
PO BOX 842985	BOSTON MA 02284-2985						A3335124 54520		1,778.05	1099:
							A3567144 54520 3000		155.34	1099:
							A3638564 54520		271.22	1099:
							F3638354 54520		640.17	1099:
							G3638124 54520		86.91	1099:
							A3335014 54520		6,650.33	1099:
7426	00000 BPI MECHANICAL S	182215 146.4	200296	183527	20DEC5	387.00	.00	1,011.00		
CASH A	2020/13 INV 01/26/2021	SEP-CHK: N	DISC: .00				A3567194 54720 3000		387.00	1099:
ACCT 1200	DEPT 3000 DUE 02/02/2021	DESC:CITSAR								
95 HUDSON RIVER ROAD	WATERFORD NY 12188									
6290	00000 TRANE U.S. INC.	182295 311310067	200618	183608	20DEC5	54,137.00	.00	.00		
CASH A	2020/13 INV 01/26/2021	SEP-CHK: Y	DISC: .00				E3577164 54610		54,137.00	1099:
ACCT 1200	DEPT 7000 DUE 02/02/2021	DESC:3696657								
P.O. BOX 406469	ATLANTA GA 30384-6469									

73 APPROVED UNPAID INVOICES TOTAL 237,044.23

CLERK: u101 BATCH: 3316 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR

73 INVOICE(S) REPORT POST TOTAL 237,044.23

CLERK: u101 BATCH: 3316 ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT		REMAINING BUDGET
2020 13	A044 A	-04-4-0000-0-41640 -	AMBULANCE TRANS	6.25	REV	.00
	A063 A	-06-3-0000-0-42411 -	RENTAL CASINO C	250.00	REV	.00
	A3011424 A	-30-1-1420-4-54110 -	OFFICE SUPPLIES	128.52		896.97
	A3011424 A	-30-1-1420-4-54440 -	BOOKS PUBLICATI	89.61		80.34
	A3011424 A	-30-1-1420-4-54720 -	SERVICE CONTRAC	697.50		12,277.03
	A3021314 A	-30-2-1310-4-54110 -	OFFICE SUPPLIES	120.00		200.04
	A3021314 A	-30-2-1310-4-54720 -	SERVICE CONTRAC	4,000.00		.00
	A3021692 A	-30-2-1681-2-52230 -	HARDWARE	2,530.01		12,778.78
	A3021692 A	-30-2-1681-2-52600 -	SOFTWARE	3,774.00		4,385.97
	A3031444 A	-30-3-1440-4-54180 -	OTHER SUPPLIES	140.00		671.42
	A3031444 A	-30-3-1440-4-54725 -	SERVICE CONTRAC	3,387.35		7,731.25
	A3031594 A	-30-3-1590-4-54610 -	REPAIRS & MAINT	481.89		1,120.96
	A3031624 A	-30-3-1620-4-54180 -	OTHER SUPPLIES	1,463.51		46.08
	A3031624 A	-30-3-1620-4-54610 -	REPAIRS & MAINT	735.17		313.04
	A3031624 A	-30-3-1620-4-54720 -	SERVICE CONTRAC	221.00		2,719.43
	A3031644 A	-30-3-1622-4-54180 -	ARTS CENTER OTH	51.96		1,444.19
	A3031654 A	-30-3-1623-4-54160 -	UNIFORMS	118.08		358.49
	A3031654 A	-30-3-1623-4-54180 -	OTHER SUPPLIES	58.05		41.95
	A3031654 A	-30-3-1623-4-54610 -	REPAIRS & MAINT	85.23		5,986.87
	A3051354 A	-30-5-1355-4-54720 -	SERVICE CONTRAC	663.00		.00
	A3113624 A	-31-1-3620-4-54725 -	SERVICE CONTRAC	5,158.50		3,170.00
	A3143014 A	-31-4-3010-4-54720 -	SERVICE CONTRAC	129.50		4,814.22
	A3143124 A	-31-4-3120-4-54230 -	DUES	300.00		160.00
	A3143124 A	-31-4-3120-4-54510 -	REPAIRS & MAINT	250.00		5,692.63
	A3143124 A	-31-4-3120-4-54520 -	GAS & OIL	2,619.62		24,596.59
	A3143124 A	-31-4-3120-4-54670 -	PHONES	361.89		4,994.55
	A3143124 A	-31-4-3120-4-54720 -	SERVICE CONTRAC	3,206.56		886.35
	A3143124 A	-31-4-3120-4-54970 -	K-9 CARE	622.41		14,134.47
	A3143314 A	-31-4-3310-4-54332 -	MATERIALS & REP	181.20		3,330.72
	A3143314 A	-31-4-3310-4-54390 -	MAINTENANCE SUP	118.31		417.05
	A3143414 A	-31-4-3410-4-54150 -	EMS SUPPLIES	193.77		422.49
	A3143414 A	-31-4-3410-4-54160 -	UNIFORMS	125.04		1,046.20
	A3143414 A	-31-4-3410-4-54520 -	GAS & OIL	662.58		14,710.09
	A3143414 A	-31-4-3410-4-54650 -	UTILITIES	186.89		1,654.81
	A3143414 A	-31-4-3410-4-54720 -	SERVICE CONTRAC	260.70		5,634.08
	A3143414 A	-31-4-3410-4-54771 -	SERVICE CONTRAC	167.25		131.35
	A3143634 A	-31-4-3625-4-54747 -	AMBULANCE BILLI	7,346.79		8,916.81
	A3335014 A	-33-3-5010-4-54510 -	REPAIRS & MAINT	2,269.47		23,027.65
	A3335014 A	-33-3-5010-4-54520 -	GAS & OIL	8,731.94		9,928.85
	A3335124 A	-33-3-5111-4-54510 -	REPAIRS & MAINT	1,643.52		4,719.87
	A3335124 A	-33-3-5111-4-54520 -	GAS & OIL	2,561.16		3,379.08
	A3335654 A	-33-3-5650-4-54180 -	OTHER SUPPLIES	804.00		407.30
	A3537114 A	-35-3-7110-4-54180 -	OTHER SUPPLIES	160.08		8,088.86
	A3537114 A	-35-3-7110-4-54720 -	SERVICE CONTRAC	60.00		8,279.30
	A3567144 A	-35-6-7140-4-54180 -3000	OTHER SUPPLIES	450.00		7,500.98
	A3567144 A	-35-6-7140-4-54520 -3000	GAS & OIL	155.34		3,071.26
	A3567174 A	-35-6-7171-4-54610 -3000	REPAIRS & MAINT	193.27		795.11
	A3567174 A	-35-6-7171-4-54720 -3000	SERVICE CONTRAC	60.00		10,291.72
	A3567194 A	-35-6-7181-4-54170 -	SPORTS SUPPLIES	1,700.00		587.32
	A3567194 A	-35-6-7181-4-54180 -3000	OTHER SUPPLIES	13.25		2,895.79
	A3567194 A	-35-6-7181-4-54720 -3000	SERVICE CONTRAC	527.00		6,640.58

CLERK: u101 BATCH: 3316 ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
	A3638184 A	-36-3-8180-4-54180 -	OTHER SUPPLIES	385.00	93.29
	A3638184 A	-36-3-8180-4-54521 -	TIPPING FEES	1,826.40	7,950.00
	A3638184 A	-36-3-8180-4-54700 -	TRANSPORTATION	140.30	8,546.23
	A3638194 A	-36-3-8185-4-54180 -	OTHER SUPPLIES	23.38	4,945.30
	A3638194 A	-36-3-8185-4-54510 -	REPAIRS & MAINT	34.90	533.49
	A3638564 A	-36-3-8560-4-54520 -	GAS & OIL	271.22	1,375.04
	E3577164 E	-35-7-7160-4-54140 -	JANITORIAL SUPP	1,699.00	3,668.66
	E3577164 E	-35-7-7160-4-54420 -	ADVERTISING	20.00	1,080.00
	E3577164 E	-35-7-7160-4-54610 -	REPAIRS & MAINT	54,137.00	3,689.07
	E3577164 E	-35-7-7160-4-54650 -	UTILITIES	152.00	54,898.43
	E3577164 E	-35-7-7160-4-54720 -	SERVICE CONTRAC	235.00	17,935.81
	E3577164 E	-35-7-7160-4-54760 -	LEGAL	300.00	1,400.00
	F3638332 F	-36-3-8330-2-52300 -	MISCELLANEOUS E	2,626.31	17,478.61
	F3638334 F	-36-3-8330-4-54180 -	OTHER SUPPLIES	42.96	6,031.74
	F3638334 F	-36-3-8330-4-54708 -	LAB TESTING	3,963.00	427.78
	F3638344 F	-36-3-8340-4-54520 -	GAS & OIL	188.29	5,926.43
	F3638354 F	-36-3-8341-4-54510 -	REPAIRS & MAINT	1,193.76	6,557.99
	F3638354 F	-36-3-8341-4-54520 -	GAS & OIL	640.17	14,069.73
	G3638124 G	-36-3-8120-4-54180 -	OTHER SUPPLIES	267.46	2,442.81
	G3638124 G	-36-3-8120-4-54520 -	GAS & OIL	86.91	2,341.58
	G3638154 G	-36-3-8150-4-54180 -	OTHER SUPPLIES	240.00	379.23
	H3567182 H	-35-6-7180-2-52000 -1193	CAPITAL PROJECT	99,000.00	.00
	H3638122 H	-36-3-8120-2-52000 -1183	CAPITAL PROJECT	9,350.00	.00
			REPORT TOTALS	237,044.23	

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2020 13 58									
API A3537114-54720					SERVICE CONTRACTS - PROF SERV			60.00	
12/31/2020 W	20DEC5	007969		182057	564735,564737				
API A3567194-54720-3000					SERVICE CONTRACTS - PROF SERV			70.00	
12/31/2020 W	20DEC5	007969		182057	564735,564737				
API A3567194-54720-3000					SERVICE CONTRACTS - PROF SERV			70.00	
12/31/2020 W	20DEC5	007969		182057	564735,564737				
API A3567174-54720-3000					SERVICE CONTRACTS - PROF SERV			60.00	
12/31/2020 W	20DEC5	007969		182057	564735,564737				
API A3031444-54180					OTHER SUPPLIES			140.00	
12/31/2020 W	20DEC5	001829		182058	1275				
API E3577164-54720					SERVICE CONTRACTS - PROF SERV			235.00	
12/31/2020 W	20DEC5	004140		182059	95484,97754				
API F3638354-54510					REPAIRS & MAINTENANCE VEHICLE			1,193.76	
12/31/2020 W	20DEC5	002785		182060	S1100				
API A3335124-54510					REPAIRS & MAINTENANCE VEHICLE			1,643.52	
12/31/2020 W	20DEC5	002785		182060	S1100				
API A3335014-54510					REPAIRS & MAINTENANCE VEHICLE			429.52	
12/31/2020 W	20DEC5	002785		182060	S1100				
API A3335014-54510					REPAIRS & MAINTENANCE VEHICLE			1,596.00	
12/31/2020 W	20DEC5	002785		182060	S1100				
API A3021314-54110					OFFICE SUPPLIES			120.00	
12/31/2020 W	20DEC5	008464		182061	S0005				
API A3143314-54390					MAINTENANCE SUPPLIES			34.19	
12/31/2020 W	20DEC5	005400		182062	2581569				
API A3638194-54180					OTHER SUPPLIES			23.38	
12/31/2020 W	20DEC5	000031		182063	271				
API A3031644-54180					ARTS CENTER OTHER SUPPLIES			51.96	
12/31/2020 W	20DEC5	000031		182063	271				
API A3143124-54510					REPAIRS & MAINTENANCE VEHICLE			250.00	
12/31/2020 W	20DEC5	006030		182064	01/19/2021				
API A3567144-54180-3000					OTHER SUPPLIES			450.00	
12/31/2020 W	20DEC5	003520		182065	DEC REIMB				
API A3143124-54230					DUES			150.00	
12/31/2020 W	20DEC5	001292		182067	YMCA REIMB				
API A3021314-54720					SERVICE CONTRACTS - PROF SERV			4,000.00	
12/31/2020 W	20DEC5	007529	200030	182068	773510.0				
POL A3021314-54720					SERVICE CONTRACTS - PROF SERV	4			4,000.00
12/31/2020 LIQ/INV		007529	200030	182068	773510.0		2020		
API A3638184-54521					TIPPING FEES			1,171.80	
12/31/2020 W	20DEC5	000417	200223	182069	28-34321 0				
API A3638184-54700					TRANSPORTATION			140.30	
12/31/2020 W	20DEC5	000417	200223	182069	28-34321 0				
POL A3638184-54521					TIPPING FEES	4			1,171.80
12/31/2020 LIQ/INV		000417	200223	182069	28-34321 0		2020		
POL A3638184-54700					TRANSPORTATION	4			140.30
12/31/2020 LIQ/INV		000417	200223	182069	28-34321 0		2020		
API A3638184-54521					TIPPING FEES			654.60	

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12/31/2020	W 20DEC5	000417	200223	182070	28-34321 0				
POL A3638184-54521					TIPPING FEES	4			654.60
12/31/2020	LIQ/INV	000417	200223	182070	28-34321 0		2020		
API A3021692-52230					HARDWARE			2,121.03	
12/31/2020	W 20DEC5	002948		182071	6731216				
API A3021692-52230					HARDWARE			408.98	
12/31/2020	W 20DEC5	002948		182072	6731216				
API A3143414-54771					SERVICE CONTRACTS INS RECOVERY			167.25	
12/31/2020	W 20DEC5	000136		182073	SSFD				
API A3031444-54725					SERVICE CONTRACTS ENGINEERING			3,387.35	
12/31/2020	W 20DEC5	000825	190239	182074	31904.01				
POL A3031444-54725					SERVICE CONTRACTS ENGINEERING	4			3,387.35
12/31/2020	LIQ/INV	000825	190239	182074	31904.01		2019		
API A3113624-54725					SERVICE CONTRACTS ENGINEERING			5,158.50	
12/31/2020	W 20DEC5	000825	200739	182075	32004.06				
POL A3113624-54725					SERVICE CONTRACTS ENGINEERING	4			5,158.50
12/31/2020	LIQ/INV	000825	200739	182075	32004.06		2020		
API G3638154-54180					OTHER SUPPLIES			240.00	
12/31/2020	W 20DEC5	003814		182076	12/16/2020				
API A063-42411					RENTAL CASINO CITY HALL DRINK			250.00	
12/31/2020	W 20DEC5	008745		182077	CEREMONY REFUND				
API F3638334-54708					LAB TESTING			1,843.00	
12/31/2020	W 20DEC5	000149	200360	182078	Laboratory Services				
API F3638334-54708					LAB TESTING		Y	2,120.00	
12/31/2020	W 20DEC5	000149		182078	Laboratory Services				
POL A3638144-54708					LAB TESTING	4			968.00
12/31/2020	LIQ/INV	000149	200360	182078	Laboratory Services		2020		
POL A3638194-54180					OTHER SUPPLIES	4			280.00
12/31/2020	LIQ/INV	000149	200360	182078	Laboratory Services		2020		
POL F3638334-54708					LAB TESTING	4			1,843.00
12/31/2020	LIQ/INV	000149	200360	182078	Laboratory Services		2020		
API A3011424-54110					OFFICE SUPPLIES			50.00	
12/31/2020	W 20DEC5	005853		182079	SARATOGATT				
API A044-41640					AMBULANCE TRANSPORT CHARGES			6.25	
12/31/2020	W 20DEC5	008118		182081	MONICA PAO MARCIAS PARRA				
API E3577164-54650					UTILITIES			152.00	
12/31/2020	W 20DEC5	000001		182082	010007				
API A3143014-54720					SERVICE CONTRACTS - PROF SERV			129.50	
12/31/2020	W 20DEC5	004899	160656	182083	10258-0023				
POL A3143014-54720					SERVICE CONTRACTS - PROF SERV	4			129.50
12/31/2020	LIQ/INV	004899	160656	182083	10258-0023		2016		
API A3051354-54720					SERVICE CONTRACTS - PROF SERV			68.00	
12/31/2020	W 20DEC5	004899	200002	182084	1025-0025				
POL A3051354-54720					SERVICE CONTRACTS - PROF SERV	4			68.00
12/31/2020	LIQ/INV	004899	200002	182084	1025-0025		2020		
API A3021692-52600					SOFTWARE			3,774.00	
12/31/2020	W 20DEC5	000190		182085	SA0110				
API A3143124-54520					GAS & OIL			2,619.62	
12/31/2020	W 20DEC5	006207		182086	2489244				

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API A3335014-54520 12/31/2020	W 20DEC5	006207		182086	GAS & OIL 2489244			765.60	
API A3335124-54520 12/31/2020	W 20DEC5	006207		182086	GAS & OIL 2489244			783.11	
API F3638344-54520 12/31/2020	W 20DEC5	006207		182086	GAS & OIL 2489244			188.29	
API A3011424-54720 12/31/2020	W 20DEC5	007562	200631	182087	SERVICE CONTRACTS - PROF SERV ADDENDUM			697.50	
POL A3011424-54720 12/31/2020	LIQ/INV	007562	200631	182087	SERVICE CONTRACTS - PROF SERV ADDENDUM	4	2020		697.50
API F3638334-54180 12/31/2020	W 20DEC5	000189		182088	OTHER SUPPLIES 800013294			42.96	
API A3143414-54150 12/31/2020	W 20DEC5	006100	200394	182089	EMS SUPPLIES 2534048			193.77	
POL A3143414-54150 12/31/2020	LIQ/INV	006100	200394	182089	EMS SUPPLIES 2534048	4	2020		193.77
API A3638184-54180 12/31/2020	W 20DEC5	000205		182091	OTHER SUPPLIES 90-00047 2			385.00	
API A3031624-54610 12/31/2020	W 20DEC5	000205		182092	REPAIRS & MAINTENANCE BUILDING 90-00047 2			462.00	
API E3577164-54140 12/31/2020	W 20DEC5	002439		182093	JANITORIAL SUPPLIES 1363965			1,699.00	
API A3143314-54390 12/31/2020	W 20DEC5	002439		182094	MAINTENANCE SUPPLIES 88609			84.12	
API A3031624-54180 12/31/2020	W 20DEC5	002439		182095	OTHER SUPPLIES 6035322504016258			405.45	
API F3638332-52300 12/31/2020	W 20DEC5	008650	200541	182096	MISCELLANEOUS EQUIPMENT 09/22/2020			2,626.31	
POL F3638332-52300 12/31/2020	LIQ/INV	008650	200541	182096	MISCELLANEOUS EQUIPMENT 09/22/2020	4	2020		2,626.31
API A3143124-54230 12/31/2020	W 20DEC5	001980		182097	DUES YMCA REIMB			150.00	
API H3638122-52000-1183 12/31/2020	W 20DEC5	008623	200540	182098	CAPITAL PROJECT OUTLAY 20-035			9,350.00	
POL H3638122-52000-1183 12/31/2020	LIQ/INV	008623	200540	182098	CAPITAL PROJECT OUTLAY 20-035	4	2020		9,350.00
API A3011424-54440 12/31/2020	W 20DEC5	006200		182099	BOOKS PUBLICATIONS & SUBSCRITI 42532P5K7			89.61	
API G3638124-54180 12/31/2020	W 20DEC5	001291		182100	OTHER SUPPLIES XXXXXX6834			10.21	
API A3537114-54180 12/31/2020	W 20DEC5	001291		182100	OTHER SUPPLIES XXXXXX6834			160.08	
API G3638124-54180 12/31/2020	W 20DEC5	001291		182100	OTHER SUPPLIES XXXXXX6834			257.25	
API A3031594-54610 12/31/2020	W 20DEC5	001291		182100	REPAIRS & MAINTENANCE BUILDING XXXXXX6834			119.55	
API A3031624-54180 12/31/2020	W 20DEC5	001291		182100	OTHER SUPPLIES XXXXXX6834			221.99	
API A3031624-54180					OTHER SUPPLIES			836.07	

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12/31/2020 W	20DEC5	001291		182100	XXXXXX6834				
API A3031594-54610					REPAIRS & MAINTENANCE BUILDING			362.34	
12/31/2020 W	20DEC5	001291		182100	XXXXXX6834				
API A3143124-54720					SERVICE CONTRACTS - PROF SERV			2,850.00	
12/31/2020 W	20DEC5	000271	200335	182102	JUL-DEC 2020				
POL A3143124-54720					SERVICE CONTRACTS - PROF SERV	4			2,850.00
12/31/2020 LIQ/INV		000271	200335	182102	JUL-DEC 2020		2020		
API A3638194-54510					REPAIRS & MAINTENANCE VEHICLE			34.90	
12/31/2020 W	20DEC5	008678		182103	REIMB				
API A3143414-54160					UNIFORMS			125.04	
12/31/2020 W	20DEC5	004407	200643	182104	C35875				
POL A3143414-54160					UNIFORMS	4			125.04
12/31/2020 LIQ/INV		004407	200643	182104	C35875		2020		
API A3567194-54170					SPORTS SUPPLIES			1,700.00	
12/31/2020 W	20DEC5	008720		182105	12/21/2020				
API A3335014-54510					REPAIRS & MAINTENANCE VEHICLE			243.95	
12/31/2020 W	20DEC5	004904		182106	2879020001				
API A3143634-54747					AMBULANCE BILLING CONTRACTED S			7,346.79	
12/31/2020 W	20DEC5	006306		182107	SSFD				
API A3031654-54180					OTHER SUPPLIES			58.05	
12/31/2020 W	20DEC5	005237		182108	680004				
API H3567182-52000-1193					CAPITAL PROJECT OUTLAY			99,000.00	
12/31/2020 W	20DEC5	008305	200553	182110	11578				
POL H3567182-52000-1193					CAPITAL PROJECT OUTLAY	4			99,000.00
12/31/2020 LIQ/INV		008305	200553	182110	11578		2020		
API A3143414-54720					SERVICE CONTRACTS - PROF SERV			260.70	
12/31/2020 W	20DEC5	000712		182111	2020 REMO SERVICE FEE				
API A3143124-54720					SERVICE CONTRACTS - PROF SERV			133.51	
12/31/2020 W	20DEC5	006943		182112	VN1969				
API A3031624-54720					SERVICE CONTRACTS - PROF SERV			221.00	
12/31/2020 W	20DEC5	000368		182113	OM_SARSPWORK				
API A3143124-54970					K-9 CARE			622.41	
12/31/2020 W	20DEC5	000399		182114	247344				
API A3335654-54180					OTHER SUPPLIES			804.00	
12/31/2020 W	20DEC5	002787		182115	5000201478				
API A3143124-54720					SERVICE CONTRACTS - PROF SERV			85.00	
12/31/2020 W	20DEC5	000806		182118	28				
API A3143314-54332					MATERIALS & REPAIRS TRAFFIC LT			181.20	
12/31/2020 W	20DEC5	005677	200752	182119	TRAFFIC SUPPLIES				
POL A3143314-54332					MATERIALS & REPAIRS TRAFFIC LT	4			181.20
12/31/2020 LIQ/INV		005677	200752	182119	TRAFFIC SUPPLIES		2020		
API E3577164-54760					LEGAL			300.00	
12/31/2020 W	20DEC5	006594	200270	182120	12/31/2020				
POL E3577164-54760					LEGAL	4			1,700.00
12/31/2020 LIQ/INV		006594	200270	182120	12/31/2020		2020		
API A3143124-54720					SERVICE CONTRACTS - PROF SERV			74.95	
12/31/2020 W	20DEC5	001699		182121	202866296301001				
API A3051354-54720					SERVICE CONTRACTS - PROF SERV			85.00	
12/31/2020 W	20DEC5	005846	171001	182122	17-149-1LI				

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POL	A3051354-54720					SERVICE CONTRACTS - PROF SERV	4			85.00
	12/31/2020	LIQ/INV	005846	171001	182122	17-149-1LI 2017				
API	A3051354-54720					SERVICE CONTRACTS - PROF SERV			85.00	
	12/31/2020	W 20DEC5	005846	190002	182123	19-155-1LI				
POL	A3051354-54720					SERVICE CONTRACTS - PROF SERV	4			85.00
	12/31/2020	LIQ/INV	005846	190002	182123	19-155-1LI 2019				
API	A3051354-54720					SERVICE CONTRACTS - PROF SERV			127.50	
	12/31/2020	W 20DEC5	005846	200001	182125	2097				
POL	A3051354-54720					SERVICE CONTRACTS - PROF SERV	4			127.50
	12/31/2020	LIQ/INV	005846	200001	182125	2097 2020				
API	A3051354-54720					SERVICE CONTRACTS - PROF SERV			297.50	
	12/31/2020	W 20DEC5	005846	180002	182126	18-127-1LI				
POL	A3051354-54720					SERVICE CONTRACTS - PROF SERV	4			297.50
	12/31/2020	LIQ/INV	005846	180002	182126	18-127-1LI 2018				
API	A3143124-54720					SERVICE CONTRACTS - PROF SERV			63.10	
	12/31/2020	W 20DEC5	003256	200274	182127	1290931				
POL	A3143124-54720					SERVICE CONTRACTS - PROF SERV	4			63.10
	12/31/2020	LIQ/INV	003256	200274	182127	1290931 2020				
API	A3031624-54610					REPAIRS & MAINTENANCE BUILDING			86.19	
	12/31/2020	W 20DEC5	003256	200351	182128	1269238				
API	A3567174-54610-3000					REPAIRS & MAINTENANCE BUILDING			41.42	
	12/31/2020	W 20DEC5	003256	200351	182128	1269238				
POL	A3031624-54610					REPAIRS & MAINTENANCE BUILDING	4			86.19
	12/31/2020	LIQ/INV	003256	200351	182128	1269238 2020				
POL	A3567174-54610-3000					REPAIRS & MAINTENANCE BUILDING	4			41.42
	12/31/2020	LIQ/INV	003256	200351	182128	1269238 2020				
API	A3031624-54610					REPAIRS & MAINTENANCE BUILDING			186.98	
	12/31/2020	W 20DEC5	003256	200351	182129	1269238				
API	A3031654-54160					UNIFORMS			118.08	
	12/31/2020	W 20DEC5	003256	200351	182129	1269238				
API	A3031654-54610					REPAIRS & MAINTENANCE BUILDING			85.23	
	12/31/2020	W 20DEC5	003256	200351	182129	1269238				
API	A3567174-54610-3000					REPAIRS & MAINTENANCE BUILDING			151.85	
	12/31/2020	W 20DEC5	003256	200351	182129	1269238				
POL	A3031624-54610					REPAIRS & MAINTENANCE BUILDING	4			186.98
	12/31/2020	LIQ/INV	003256	200351	182129	1269238 2020				
POL	A3031654-54160					UNIFORMS	4			118.08
	12/31/2020	LIQ/INV	003256	200351	182129	1269238 2020				
POL	A3031654-54610					REPAIRS & MAINTENANCE BUILDING	4			85.23
	12/31/2020	LIQ/INV	003256	200351	182129	1269238 2020				
POL	A3567174-54610-3000					REPAIRS & MAINTENANCE BUILDING	4			151.85
	12/31/2020	LIQ/INV	003256	200351	182129	1269238 2020				
API	A3143414-54650					UTILITIES			42.14	
	12/31/2020	W 20DEC5	001831		182130	742082557-00001				
API	E3577164-54420					ADVERTISING			20.00	
	12/31/2020	W 20DEC5	007528		182131	4121265990223856				
API	A3011424-54110					OFFICE SUPPLIES			78.52	
	12/31/2020	W 20DEC5	003346		182132	CR8634079				
API	A3143124-54670					PHONES			361.89	

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12/31/2020	W 20DEC5	007609		182133	4298323				
API A3143414-54650					UTILITIES			144.75	
12/31/2020	W 20DEC5	007609		182133	4298323				
API A3567194-54180-3000					OTHER SUPPLIES			13.25	
12/31/2020	W 20DEC5	001973		182134	13696				
API A3143414-54520					GAS & OIL			662.58	
12/31/2020	W 20DEC5	008048		182136	27640000				
API A3335014-54520					GAS & OIL			1,316.01	
12/31/2020	W 20DEC5	008048		182136	27640000				
API A3335124-54520					GAS & OIL			1,778.05	
12/31/2020	W 20DEC5	008048		182136	27640000				
API A3567144-54520-3000					GAS & OIL			155.34	
12/31/2020	W 20DEC5	008048		182136	27640000				
API A3638564-54520					GAS & OIL			271.22	
12/31/2020	W 20DEC5	008048		182136	27640000				
API F3638354-54520					GAS & OIL			640.17	
12/31/2020	W 20DEC5	008048		182136	27640000				
API G3638124-54520					GAS & OIL			86.91	
12/31/2020	W 20DEC5	008048		182136	27640000				
API A3335014-54520					GAS & OIL			6,650.33	
12/31/2020	W 20DEC5	008048		182136	27640000				
API A3567194-54720-3000					SERVICE CONTRACTS - PROF SERV			387.00	
12/31/2020	W 20DEC5	007426	200296	182215	CITSAR				
POL A3567194-54720-3000					SERVICE CONTRACTS - PROF SERV	4			387.00
12/31/2020	LIQ/INV	007426	200296	182215	CITSAR		2020		
API E3577164-54610					REPAIRS & MAINTENANCE BUILDING			54,137.00	
12/31/2020	W 20DEC5	006290	200618	182295	3696657				
POL E3577164-54610					REPAIRS & MAINTENANCE BUILDING	4			54,137.00
12/31/2020	LIQ/INV	006290	200618	182295	3696657		2020		
					GENERAL LEDGER TOTAL			237,044.23	.00
API A-2600					ACCOUNTS PAYABLE				62,902.37
12/31/2020	W 20DEC5	B 3316							
API E-2600					ACCOUNTS PAYABLE				56,543.00
12/31/2020	W 20DEC5	B 3316							
API F-2600					ACCOUNTS PAYABLE				8,654.49
12/31/2020	W 20DEC5	B 3316							
API G-2600					ACCOUNTS PAYABLE				594.37
12/31/2020	W 20DEC5	B 3316							
API H-2600					ACCOUNTS PAYABLE				108,350.00
12/31/2020	W 20DEC5	B 3316							
POL A-1521					ENCUMBRANCES				21,720.41
12/31/2020	W 20DEC5	B 3316							
POL E-1521					ENCUMBRANCES				55,837.00
12/31/2020	W 20DEC5	B 3316							
POL F-1521					ENCUMBRANCES				4,469.31
12/31/2020	W 20DEC5	B 3316							

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POL H-1521					ENCUMBRANCES				108,350.00
12/31/2020 W 20DEC5		B 3316							
POL A-2963					BUDGETARY FUND BALANCE RES ENC			21,720.41	
12/31/2020 W 20DEC5		B 3316							
POL E-2963					BUDGETARY FUND BALANCE RES ENC			55,837.00	
12/31/2020 W 20DEC5		B 3316							
POL F-2963					BUDGETARY FUND BALANCE RES ENC			4,469.31	
12/31/2020 W 20DEC5		B 3316							
POL H-2963					BUDGETARY FUND BALANCE RES ENC			108,350.00	
12/31/2020 W 20DEC5		B 3316							
					SYSTEM GENERATED ENTRIES TOTAL			190,376.72	427,420.95
					JOURNAL 2020/13/58 TOTAL			427,420.95	427,420.95
2020 13 58									
API A-1522					EXPENDITURES			62,646.12	
12/31/2020 W 20DEC5		B 3316							
API E-1522					EXPENDITURES			56,543.00	
12/31/2020 W 20DEC5		B 3316							
API F-1522					EXPENDITURES			8,654.49	
12/31/2020 W 20DEC5		B 3316							
API G-1522					EXPENDITURES			594.37	
12/31/2020 W 20DEC5		B 3316							
API H-1522					EXPENDITURES			108,350.00	
12/31/2020 W 20DEC5		B 3316							
API A-2980					REVENUES			256.25	
12/31/2020 W 20DEC5		B 3316							

FUND / ACCOUNT		YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2020 13	58	12/31/2020			
	A-1521				ENCUMBRANCES		21,720.41
	A-1522				EXPENDITURES	62,646.12	
	A-2600				ACCOUNTS PAYABLE		62,902.37
	A-2963				BUDGETARY FUND BALANCE RES ENC	21,720.41	
	A-2980				REVENUES	256.25	
					FUND TOTAL	84,622.78	84,622.78
E	CITY CENTER AUTHORITY	2020 13	58	12/31/2020			
	E-1521				ENCUMBRANCES		55,837.00
	E-1522				EXPENDITURES	56,543.00	
	E-2600				ACCOUNTS PAYABLE		56,543.00
	E-2963				BUDGETARY FUND BALANCE RES ENC	55,837.00	
					FUND TOTAL	112,380.00	112,380.00
F	WATER FUND	2020 13	58	12/31/2020			
	F-1521				ENCUMBRANCES		4,469.31
	F-1522				EXPENDITURES	8,654.49	
	F-2600				ACCOUNTS PAYABLE		8,654.49
	F-2963				BUDGETARY FUND BALANCE RES ENC	4,469.31	
					FUND TOTAL	13,123.80	13,123.80
G	SEWER FUND	2020 13	58	12/31/2020			
	G-1522				EXPENDITURES	594.37	
	G-2600				ACCOUNTS PAYABLE		594.37
					FUND TOTAL	594.37	594.37
H	CAPITAL PROJECTS FUND	2020 13	58	12/31/2020			
	H-1521				ENCUMBRANCES		108,350.00
	H-1522				EXPENDITURES	108,350.00	
	H-2600				ACCOUNTS PAYABLE		108,350.00
	H-2963				BUDGETARY FUND BALANCE RES ENC	108,350.00	
					FUND TOTAL	216,700.00	216,700.00

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

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
171945	001	STRYKER MEDICAL	1.00	0.00	1.00	0.00	0	LIFEPAK 15 MONITOR/DEFIB
180572	001	STRYKER MEDICAL	2.00	0.00	0.00	2.00	9	LP15-OSCOMP-4 4 YR SERVICE AGREEMENT
200335	001	MATTS SERVICE CENTER	12.00	0.00	12.00	0.00	0	MONTHLY LEASE FOR 2 VEHICLES
200351	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00	8	WALK OFF MATS, DUST MOPS LAUNDRY BAG
200394	001	HENRY SCHEIN, INC.	1.00	0.00	1.00	0.00	0	EMERGENCY MEDICAL SUPPLIES
200396	001	BOUND TREE MEDICAL L	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES
200538	001	SHI - SOFTWARE HOUSE	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
200645	001	WCT PRODUCTS	1.00	0.00	1.00	0.00	0	POP-UP WORK TENT-SLIT DOOR WITH ZIPP
210001	001	BOLTON ST. JOHNS	1.00	0.00	0.00	1.00	8	ADDEDNUM THREE NOT TO EXCEED THRU
210028	001	ADIRONDACK TIRE CORP	1.00	0.00	0.00	1.00	8	TIRES, TUBES, AND SERVICES PER NYS
210040	001	3 RINGS PTS, LLC	1.00	0.00	0.00	1.00	8	SECURITY FOR CITY CENTER PARKING GAR

CLERK: u101 BATCH: 3319 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR

APPROVED UNPAID INVOICES TO BE POSTED

8027 00000 3 RINGS PTS, LLC 182219 210040 183532 21FEB1 9,112.50 .00 20,887.50
437,440

CASH A 2021/02 INV 01/28/2021 SEP-CHK: Y DISC: .00 E3475654 54720 9,112.50 1099:
ACCT 1200 DEPT 7000 DUE 02/02/2021 DESC:443,446
97 FT JOHNSON AVE FORT JONSON NY 12070

4140 00000 ACCURATE PEST CO 182220 183533 21FEB1 60.00 .00 .00
100352

CASH A 2021/02 INV 01/28/2021 SEP-CHK: Y DISC: .00 E3577164 54720 60.00 1099:7
ACCT 1200 DEPT 7000 DUE 02/02/2021 DESC:1418
1161 CURRY ROAD SCHENECTADY NY 12306

2785 00001 ADIRONDACK TIRE 182222 210028 183535 21FEB1 1,129.50 .00 24,120.50
0783793

CASH A 2021/02 INV 01/28/2021 SEP-CHK: N DISC: .00 A3335124 54510 1,129.50 1099:
ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:S1100
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866

2785 00001 ADIRONDACK TIRE 182223 183536 21FEB1 401.78 .00 .00
182223

CASH A 2021/02 INV 01/28/2021 SEP-CHK: N DISC: .00 A3335014 54510 60.00 1099:
ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:S1100 G3638124 54510 40.00 1099:
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866 A3335014 54510 60.00 1099:
A3335014 54510 241.78 1099:

70 00000 ADVANTAGE PRESS 182224 183537 21FEB1 2,830.96 .00 .00
45792,45793

CASH A 2021/02 INV 01/28/2021 SEP-CHK: N DISC: .00 F3638314 54110 2,830.96 1099:
ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:45794
74 WARREN STREET SARATOGA SPRINGS NY 12866

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VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
31	00001	ALLERDICE BUILDI	182225 182225		183538	21FEB1	533.53	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3567174 54180 3000		41.96	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:271					A3537114 54180		55.57	1099:
41 WALWORTH STREET		SARATOGA SPRINGS NY 12866						A3537114 54180		23.97	1099:
								A3031624 54180		133.43	1099:
								A3567194 54180 3000		55.10	1099:
								A3031624 54180		10.78	1099:
								A3335014 54180		17.99	1099:
								A3567194 54180 3000		94.00	1099:
								A3416314 54610		15.58	1099:
								A3567144 54180 3000		62.57	1099:
								A3335654 54180		22.58	1099:
6030	00001	ALLPRO CLEANING	182226 27746		183539	21FEB1	500.00	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143124 54510		500.00	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:01/19/2021								
1352 SARATOGA ROAD		GANSEVOORT NY 12831									
524	00000	AMERICAN PUBLIC	182227 885201		183540	21FEB1	123.00	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3031494 54440		123.00	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:2021 MEMBERSHIP								
P O BOX 802296		KANSAS CITY MO 64180-2296									
6950	00000	AMSURE	182228 108438		183541	21FEB1	988.57	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3031914 54773		988.57	1099:7
ACCT 1200		DEPT 5000 DUE 02/02/2021	DESC:CITYSAR1								
PO BOX 336		SARATOGA SPRINGS NY 12866									
86	00000	B LANN EQUIPMENT	182229 011026		183542	21FEB1	437.25	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143124 54740		437.25	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:00012644								
P O BOX 997		TROY NY 12180-0997									
8435	00000	BOLTON ST. JOHNS	182230 300281	210001	183543	21FEB1	1,000.00	.00	2,000.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3021314 54720		1,000.00	1099:
ACCT 1200		DEPT 2000 DUE 02/02/2021	DESC:JAN 2021								
146 STATE STREET		ALBANY NY 12207									

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
4542	00001 BOUND TREE MEDIC	182231 83918332	200396	183544	21FEB1	903.25	.00	287.62		
CASH A	2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143414 54150		903.25	1099:
ACCT 1200	DEPT 4000 DUE 02/02/2021	DESC:205698								
23537 NETWORK PLACE	CHICAGO IL 60673-1235									
7426	00000 BPI MECHANICAL S	182232 14603		183545	21FEB1	172.00	.00	.00		
CASH A	2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143414 54720		172.00	1099:
ACCT 1200	DEPT 4000 DUE 02/02/2021	DESC:CITSAR								
95 HUDSON RIVER ROAD	WATERFORD NY 12188									
8747	00000 SIOBHAN BUSKEY	182233 182233		183546	21FEB1	10.00	.00	.00		
CASH A	2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143124 54110		10.00	1099:
ACCT 1200	DEPT 4000 DUE 02/02/2021	DESC:COMM DEEDS REIMB								
110 BROOKLINE RD., B-1	BALLSTON SPA NY 12020									
8074	00000 CALIBER COLLISIO	182234 RO#430400372		183547	21FEB1	2,000.00	.00	.00		
CASH A	2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3031934 54775		2,000.00	1099:
ACCT 1200	DEPT 5000 DUE 02/02/2021	DESC:01/06/2021								
2202 ROUTE 50 SOUTH	SARATOGA SPRINGS NY 12866									
8074	00000 CALIBER COLLISIO	182235 4304003759		183548	21FEB1	530.18	.00	.00		
CASH A	2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143124 54510		530.18	1099:
ACCT 1200	DEPT 4000 DUE 02/02/2021	DESC:01/07/2021								
2202 ROUTE 50 SOUTH	SARATOGA SPRINGS NY 12866									
139	00001 CAPITOL DISTRICT	182236 182236		183549	21FEB1	115.95	.00	.00		
CASH A	2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3567194 54180 3000		10.00	1099:
ACCT 1200	DEPT 3000 DUE 02/02/2021	DESC:3691					A3031624 54180		45.34	1099:
252 WASHINGTON STREET	SARATOGA SPRINGS NY 12866						A3031624 54180		35.39	1099:
							A3567194 54180 3000		25.22	1099:
5598	00001 CDPHP UNIVERSAL	182237 210130001544		183550	21FEB1	15,694.53	.00	.00		
CASH A	2021/02 INV 01/28/2021	SEP-CHK: Y	DISC: .00				E3577168 58010		15,694.53	1099:7
ACCT 1200	DEPT 7000 DUE 02/02/2021	DESC:10013542								
P.O. BOX 5525	BINGHAMTON NY 13902-5251									

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VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2948	00001	CDW GOVERNMENT I	182238 6305525		183551	21FEB1	44.25	.00	.00		
CASH A 2021/02 INV 01/28/2021 SEP-CHK: N DISC: .00 A3021692 52230 44.25 1099:											
ACCT 1200 DEPT 2000 DUE 02/02/2021 DESC:6731216											
75 REMITTANCE DRIVE STE.1515 CHICAGO IL 60675-1515											
2948	00001	CDW GOVERNMENT I	182239 6324150		183552	21FEB1	78.21	.00	.00		
CASH A 2021/02 INV 01/28/2021 SEP-CHK: N DISC: .00 A3021692 52230 78.21 1099:											
ACCT 1200 DEPT 2000 DUE 02/02/2021 DESC:6731216											
75 REMITTANCE DRIVE STE.1515 CHICAGO IL 60675-1515											
128	00000	CITY CENTER PETT	182240 1/15/2021		183553	21FEB1	5.09	.00	.00		
CASH A 2021/02 INV 01/28/2021 SEP-CHK: Y DISC: .00 E3577164 54520 5.09 1099:											
ACCT 1200 DEPT 7000 DUE 02/02/2021 DESC:GASOLINE											
522 BROADWAY SARATOGA SRPINGS NY 12866											
5574	00001	CROWN CASTLE FIB	182241 751903		183554	21FEB1	4,456.52	.00	.00		
CASH A 2021/02 INV 01/28/2021 SEP-CHK: N DISC: .00 A3021694 54740 4,456.52 1099:											
ACCT 1200 DEPT 2000 DUE 02/02/2021 DESC:B11184											
PO BOX 32102 NEW YORK NY 10087-2102											
8041	00000	DA-LEE PAVEMENT	182242 INV0000936		183555	21FEB1	1,365.00	.00	.00		
CASH A 2021/02 INV 01/28/2021 SEP-CHK: N DISC: .00 A3335014 54100 1,365.00 1099:											
ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:SARATOG											
350 JONES ROAD STONY CREEK ON L8E 5N2											
7264	00000	DINOSAW, INC.	182243 70558		183556	21FEB1	192.80	.00	.00		
CASH A 2021/02 INV 01/28/2021 SEP-CHK: N DISC: .00 A3567194 54720 3000 192.80 1099:											
ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:SARATOGACITY											
340 POWER AVENUE HUDSON NY 12534											
3084	00001	F W WEBB COMPANY	182244 70033466		183557	21FEB1	65.63	.00	.00		
CASH A 2021/02 INV 01/28/2021 SEP-CHK: N DISC: .00 F3638334 54180 65.63 1099:											
ACCT 1200 DEPT 3000 DUE 02/02/2021 DESC:57289											
160 MIDDLESEX TURNPIKE BEDFORD MA 01730											

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VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
376	00001	GAZETTE NEWSPAPE	182245 2427281		183558	21FEB1	51.87	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3051414 54490		51.87	1099:
ACCT 1200		DEPT 5000 DUE 02/02/2021	DESC:90122								
P O BOX 1090 2345 MAXON ROAD SCHENECTADY NY 12301-1090											
6207	00001	GLOBAL MONTELLO	182246 21010019		183559	21FEB1	4,944.74	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3031444 54520		215.61	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:2489244					A3113624 54520		112.88	1099:
P.O. BOX 3372 BOSTON MA 02241								A3143124 54520		2,619.62	1099:
								A3143414 54520		713.07	1099:
								A3335014 54520		154.45	1099:
								A3567144 54520 3000		521.83	1099:
								E3577164 54520		18.26	1099:
								F3638334 54520		171.87	1099:
								F3638354 54520		188.33	1099:
								G3638124 54520		228.82	1099:
189	00002	GRAINGER	182248 182248		183561	21FEB1	142.01	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				F3638334 54180		14.32	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:800013294					A3031654 54180		127.69	1099:
DEPT.800013294 PALATINE IL 60038-0001											
7831	00000	H L GAGE SALES I	182250 01P33835		183563	21FEB1	203.33	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3335014 54180		203.33	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:11534								
PO BOX 5170 ALBANY NY 12205-0170											
2439	00006	HOME DEPOT/MAINT	182251 182251		183564	21FEB1	237.21	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3567194 54180 3000		237.21	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:6035322504016258								
DEPT. 32-2504016258 PO BOX 78047 PHOENIX AZ 85062-8047											
5966	00000	JOE JOHNSON EQUI	182252 P35795		183565	21FEB1	779.19	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3335014 54180		779.19	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:SARAT001								
62 LAGRANGE AVENUE ROCHESTER NY 14613											

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VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
3157	00002	KINSLEY POWER SY	182253 20639		183566	21FEB1	179.54	.00	.00		
CASH A		2021/02 INV 01/28/2021 SEP-CHK: N			DISC: .00			A3143414 54610		179.54	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021 DESC:SARACI									
14 CONNECTICUT S DRIVE EAST GRANBY CT 06026											
4147	00000	KIVORT STEEL INC	182254 307120		183567	21FEB1	160.00	.00	.00		
CASH A		2021/02 INV 01/28/2021 SEP-CHK: N			DISC: .00			A3143314 54390		160.00	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021 DESC:857									
380 HUDSON RIVER ROAD WATERFORD NY 12188											
8703	00000	KPM RESTORATION	182255 2524		183568	21FEB1	1,575.00	.00	.00		
CASH A		2021/02 INV 01/28/2021 SEP-CHK: N			DISC: .00			A3031624 54720		1,575.00	1099:7
ACCT 1200		DEPT 3000 DUE 02/02/2021 DESC:01/18/2021									
211 MAPLE AVE. SARATOGA SPRINGS NY 12866											
1291	00001	LOWES HOME CENTE	182256 182256		183569	21FEB1	1,967.49	.00	.00		
CASH A		2021/02 INV 01/28/2021 SEP-CHK: N			DISC: .00			G3638124 54180		10.21	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021 DESC:XXXXXX6834						A3537114 54180		160.08	1099:
ATT:DON BROWN,CR.COORDINATOR 10 LOWES DRIVE SARATOGA SPRINGS NY 12866								G3638124 54180		257.25	1099:
								A3031594 54610		119.55	1099:
								A3031624 54180		221.99	1099:
								A3031624 54180		836.07	1099:
								A3031594 54610		362.34	1099:
271	00000	MATTS SERVICE CE	182257 A46828	200335	183570	21FEB1	475.00	.00	.00		
CASH A		2021/02 INV 01/28/2021 SEP-CHK: N			DISC: .00			A3143124 54720		475.00	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021 DESC:JAN 2021									
300 MAPLE AVENUE SARATOGA SPRINGS NY 12866											
4407	00001	MUNICIPAL EMERGE	182258 1538189		183571	21FEB1	75.97	.00	.00		
CASH A		2021/02 INV 01/28/2021 SEP-CHK: N			DISC: .00			A3143414 54330		75.97	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021 DESC:15387329									
DEPOSITORY ACCOUNT 75 REMITTANCE DR STE.3135 CHICAGO IL 60675											

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VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
386	00001	SOUTHWORTH-MILTO	182259 INV2148140		183572	21FEB1	299.66	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: N	DISC: .00				A3335124 54180		299.66	1099:
ACCT 1200	DEPT 3000	DUE 02/02/2021	DESC:6017550								
P O BOX 3851	BOSTON MA 02241-3851										
6960	00001	MORTON SALT, INC	182260 182260		183573	21FEB1	24,004.22	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: N	DISC: .00				A3335014 54400		24,004.22	1099:
ACCT 1200	DEPT 3000	DUE 02/02/2021	DESC:3682618								
DEPT. CH 19973	PALATINE IL 60055-9973										
5237	00001	GENUINE PARTS CO	182261 684303		183574	21FEB1	12.86	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: N	DISC: .00				A3031444 54510		12.86	1099:
ACCT 1200	DEPT 3000	DUE 02/02/2021	DESC:4305								
P.O. BOX 3371	SARATOGA SPRINGS NY 12866										
6512	00000	NATIONAL BUSINES	182262 IN402502		183575	21FEB1	25.50	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: N	DISC: .00				A3011474 54740		25.50	1099:
ACCT 1200	DEPT 1000	DUE 02/02/2021	DESC:CS06-001								
15 CORPORATE CIRCLE	ALBANY NY 12203										
296	00000	NEW YORK FIRE &	182263 45650		183576	21FEB1	400.00	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: Y	DISC: .00				E3577164 54522		400.00	1099:
ACCT 1200	DEPT 7000	DUE 02/02/2021	DESC:1/6/21								
4 GF TECHNICAL & INDUSTRY PARK	GLENS FALLS NY 12801-3802										
305	00001	NYCOM	182264 12/16/2020		183577	21FEB1	6,518.00	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: N	DISC: .00				A3011924 54230		6,518.00	1099:
ACCT 1200	DEPT 1000	DUE 02/02/2021	DESC:2021 DUES								
NYS CONFERENCE OF MAYORS 119 WASHINGTON AVENUE ALBANY NY 12210											
819	00006	CAPITAL DISTRICT	182265 CE1000590		183578	21FEB1	40.00	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143624 54570		40.00	1099:
ACCT 1200	DEPT 4000	DUE 02/02/2021	DESC:L. WATKINS								
11 HERBERT DRIVE	LATHAM NY 12110										

CLERK: u101 BATCH: 3319 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
6100	00001	HENRY SCHEIN, IN	182266 182266	200394	183579	21FEB1	2,647.61	2,044.67	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143414 54150		602.94	1099:
ACCT 1200	DEPT 4000	DUE 02/02/2021	DESC:SSFD					A3143414 54150		2,044.67	1099:
P.O. BOX 371952 PITTSBURGH PA 15250-7952											
6294	00000	PITTSFIELD COMMU	182267 65758		183580	21FEB1	665.00	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143124 54740		665.00	1099:
ACCT 1200	DEPT 4000	DUE 02/02/2021	DESC:(MA)SARAT,SP								
1502 W HOUSATONIC ST PITTSFIELD MA 01201-7508											
7547	00000	PLAZA 15 STORAGE	182268 JAN 2021		183581	21FEB1	500.00	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: N	DISC: .00				A3021314 54720		500.00	1099:
ACCT 1200	DEPT 2000	DUE 02/02/2021	DESC:100928								
30 GICK ROAD SARATOGA SPRINGS NY 12866											
8708	00000	COLLEEN POTTER	182269 182269		183582	21FEB1	210.00	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: Y	DISC: .00				E107 42770		210.00	1099:
ACCT 1200	DEPT 7000	DUE 02/02/2021	DESC:SECURITY REFUND								
7 ROUND TABLE ROAD SARATOGA SPRINGS NY 12866											
6967	00001	PRAETORIAN DIGIT	182270 INV9193		183583	21FEB1	3,570.00	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143124 54720		3,570.00	1099:
ACCT 1200	DEPT 4000	DUE 02/02/2021	DESC:2021 SUBSCRIPTION								
2611 INTERNET BLVD., STE. 100 FRISCO TX 75034											
223	00002	RICOH USA, INC	182271 104560178		183584	21FEB1	150.02	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: N	DISC: .00				A3051414 54740		150.02	1099:
ACCT 1200	DEPT 5000	DUE 02/02/2021	DESC:3232521023244A5								
P O BOX 41564 PHILADELPHIA PA 19101-1564											
7574	00001	SARATOGA CAR REN	182272 229		183585	21FEB1	95.00	.00	.00		
CASH A	2021/02	INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143124 54510		95.00	1099:
ACCT 1200	DEPT 4000	DUE 02/02/2021	DESC:01/11/2021								
300 MAPLE AVENUE SARATOGA SPRINGS NY 12866											

CLERK: u101 BATCH: 3319 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
895	00000	SARATOGA COUNTY	182273 20-0173		183586	21FEB1	30.00	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N		DISC: .00			A3143414 54270		30.00	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:2021 MEMBERHSIP								
P.O. BOX 671		BALLSTON SPA NY 12020									
371	00002	SARATOGA QUALITY	182274 2101-252554		183587	21FEB1	16.99	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N		DISC: .00			F3638334 54180		16.99	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:4345								
BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525											
399	00001	SARATOGA VETERIN	182275 248558		183588	21FEB1	195.92	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N		DISC: .00			A3143124 54970		195.92	1099:7
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:248559								
693 ROUTE 9		GANSEVOORT NY 12831									
5277	00003	SHI - SOFTWARE H	182276 B12868080	200538	183589	21FEB1	7,278.66	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N		DISC: .00			A3143022 52600		7,278.66	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:1075974								
PO BOX 952121		DALLAS TX 75395-2121									
907	00001	SIEWERT EQUIPMEN	182277 ROCH07444		183590	21FEB1	818.18	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N		DISC: .00			G3638124 54180		818.18	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:204426								
P.O. BOX 75976		BALTIMORE MD 21275-5974									
1336	00000	SPA.NET COMPUTER	182278 92788		183591	21FEB1	1,086.50	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: Y		DISC: .00			E3577164 54720		237.50	1099:
ACCT 1200		DEPT 7000 DUE 02/02/2021	DESC:01/06/2021					E3577162 52200		849.00	1099:
112 S BROADWAY		STE.4 SARATOGA SPRINGS NY 12866									
1336	00000	SPA.NET COMPUTER	182279 92798		183592	21FEB1	422.45	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: Y		DISC: .00			E3577164 54720		422.45	1099:
ACCT 1200		DEPT 7000 DUE 02/02/2021	DESC:01/06/2021								
112 S BROADWAY		STE.4 SARATOGA SPRINGS NY 12866									

CLERK: u101 BATCH: 3319 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
8270	00000	CHRISTY SPADARO	182280 182280		183593	21FEB1	513.60	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3011434 54420		513.60	1099:
ACCT 1200		DEPT 1000 DUE 02/02/2021	DESC:DOCUSIGN REIMB								
2111 DONNAN ROAD GALWAY NY 12074											
8048	00000	SPRAGUE RESOURCE	182281 2130986		183594	21FEB1	514.15	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3638194 54520		514.15	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:27640000-2								
PO BOX 842985 BOSTON MA 02284-2985											
6875	00001	STRYKER MEDICAL	182282 3254577M	171945	183595	21FEB1	873.60	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143632 52100		873.60	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:LIFEPAK								
P.O. BOX 93308 CHICAGO IL 60673											
6875	00001	STRYKER MEDICAL	182283 182283	180572	183596	21FEB1	554.40	.00	1,297.80		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143424 54180		554.40	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:SERVICE AGREEMENT								
P.O. BOX 93308 CHICAGO IL 60673											
8155	00000	SURVEYMONKEY INC	182284 37795685		183597	21FEB1	410.88	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: Y	DISC: .00				E3577164 54201		410.88	1099:
ACCT 1200		DEPT 7000 DUE 02/02/2021	DESC:SARATOGA SPRINGS CITY CENTER								
C/O BANK OF AMERICA LOCKBOX SERVICES, 15765 COLLECTIONS CHICAGO IL 60693-2330											
420	00000	T & T SALES INC	182285 3253		183598	21FEB1	3,008.74	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3335014 54180		3,008.74	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:01/06/2021								
411 OLD NISKAYUNA ROAD LATHAM NY 12110											
1699	00003	TIME WARNER CABL	182286 483159702011621		183599	21FEB1	89.99	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3021694 54740		89.99	1099:
ACCT 1200		DEPT 2000 DUE 02/02/2021	DESC:202-183159702-001								
PO BOX 4617 CAROL STREAM IL 60197-4617											

CLERK: u101 BATCH: 3319 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
3256	00000	UNIFIRST CORPORA	182287 052 3963478	200351	183600	21FEB1	21.93	.00	1,393.56		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3567174 54610 3000		21.93	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:1269238								
PO BOX 650481		DALLAS TX 75265-0481									
7528	00000	VISA	182288 182288		183601	21FEB1	1,434.98	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: Y	DISC: .00				E3577162 52101		1,399.99	1099:
ACCT 1200		DEPT 7000 DUE 02/02/2021	DESC:4121265990223856					E3577164 54510		34.99	1099:
PO BOX 30131		TAMPA FL 30131									
7528	00000	VISA	182289 182289		183602	21FEB1	439.99	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: Y	DISC: .00				E3577164 54792		17.24	1099:
ACCT 1200		DEPT 7000 DUE 02/02/2021	DESC:4121265990223856					E3577164 54201		14.99	1099:
PO BOX 30131		TAMPA FL 30131						E3577164 54720		407.76	1099:
3346	00001	W B MASON CO INC	182290 216927865		183603	21FEB1	147.96	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143124 54180		73.98	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:C1067550					A3143414 54200		73.98	1099:
P O BOX 981101		BOSTON MA 02298-1101									
3346	00001	W B MASON CO INC	182291 216932787		183604	21FEB1	490.52	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: Y	DISC: .00				E3577164 54140		490.52	1099:
ACCT 1200		DEPT 7000 DUE 02/02/2021	DESC:217209366								
P O BOX 981101		BOSTON MA 02298-1101									
8707	00000	WCT PRODUCTS	182292 W10594	200645	183605	21FEB1	950.36	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				A3143312 52800		950.36	1099:
ACCT 1200		DEPT 4000 DUE 02/02/2021	DESC:01/14/2021								
13309 BEACH AVENUE		MARINA DEL REY CA 90292									
1973	00000	WOLBERG ELECTRIC	182293 2275611		183606	21FEB1	15.57	.00	.00		
CASH A		2021/02 INV 01/28/2021	SEP-CHK: N	DISC: .00				F3638334 54180		15.57	1099:
ACCT 1200		DEPT 3000 DUE 02/02/2021	DESC:13696								
35 INDUSTRIAL PARK ROAD P O BOX 6309 ALBANY NY 12206-0309											

CLERK: u101 BATCH: 3319 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
8683	00000	ZOOM VIDEO COMMU	182294 INV62590401		183607	21FEB1	110.07	.00	.00		

CASH A 2021/02 INV 01/28/2021 SEP-CHK: N DISC: .00 A3021694 54720 110.07 1099:
ACCT 1200 DEPT 2000 DUE 02/02/2021 DESC:52540114
PO BOX 398843 SAN FRANCISCO CA 94139-8843

73 APPROVED UNPAID INVOICES	TOTAL	112,105.16

73 INVOICE(S)	REPORT POST TOTAL	112,105.16

CLERK: u101 BATCH: 3319 ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2021 02	A3011434 A	-30-1-1430-4-54420 -	ADVERTISING	513.60	86.40
	A3011474 A	-30-1-1431-4-54740 -	SERVICE CONTRAC	25.50	2,374.50
	A3011924 A	-30-1-1920-4-54230 -	DUES	6,518.00	.00
	A3021314 A	-30-2-1310-4-54720 -	SERVICE CONTRAC	1,500.00	-500.00
	A3021692 A	-30-2-1681-2-52230 -	HARDWARE	122.46	29,740.75
	A3021694 A	-30-2-1681-4-54720 -	SERVICE CONTRAC	110.07	85,390.75
	A3021694 A	-30-2-1681-4-54740 -	SERVICE CONTRAC	4,546.51	200,908.67
	A3031444 A	-30-3-1440-4-54510 -	REPAIRS & MAINT	12.86	987.14
	A3031444 A	-30-3-1440-4-54520 -	GAS & OIL	215.61	3,784.39
	A3031494 A	-30-3-1490-4-54440 -	BOOKS PUBLICATI	123.00	-123.00
	A3031594 A	-30-3-1590-4-54610 -	REPAIRS & MAINT	481.89	6,568.11
	A3031624 A	-30-3-1620-4-54180 -	OTHER SUPPLIES	1,283.00	5,217.00
	A3031624 A	-30-3-1620-4-54720 -	SERVICE CONTRAC	1,575.00	12,865.00
	A3031654 A	-30-3-1623-4-54180 -	OTHER SUPPLIES	127.69	14,872.31
	A3031914 A	-30-3-1910-4-54773 -	LIABILITY INSUR	988.57	307,334.09
	A3031934 A	-30-3-1930-4-54775 -	SELF INSURANCE	2,000.00	-2,000.00
	A3051414 A	-30-5-1410-4-54490 -	GENERAL ADVERTI	51.87	8,948.13
	A3051414 A	-30-5-1410-4-54740 -	SERVICE CONTRAC	150.02	4,879.98
	A3113624 A	-31-1-3620-4-54520 -	GAS & OIL	112.88	1,387.12
	A3143022 A	-31-4-3020-2-52600 -	SOFTWARE	7,278.66	50,000.00
	A3143124 A	-31-4-3120-4-54110 -	OFFICE SUPPLIES	10.00	5,905.12
	A3143124 A	-31-4-3120-4-54180 -	OTHER SUPPLIES	73.98	12,926.02
	A3143124 A	-31-4-3120-4-54510 -	REPAIRS & MAINT	1,125.18	58,874.82
	A3143124 A	-31-4-3120-4-54520 -	GAS & OIL	2,619.62	79,380.38
	A3143124 A	-31-4-3120-4-54720 -	SERVICE CONTRAC	4,045.00	83,004.50
	A3143124 A	-31-4-3120-4-54740 -	SERVICE CONTRAC	1,102.25	88,318.95
	A3143124 A	-31-4-3120-4-54970 -	K-9 CARE	195.92	14,804.08
	A3143312 A	-31-4-3310-2-52800 -	TRAFFIC LIGHT E	950.36	2,000.00
	A3143314 A	-31-4-3310-4-54390 -	MAINTENANCE SUP	160.00	4,840.00
	A3143414 A	-31-4-3410-4-54150 -	EMS SUPPLIES	3,550.86	32,955.33
	A3143414 A	-31-4-3410-4-54200 -	HOUSE SUPPLIES	73.98	9,426.02
	A3143414 A	-31-4-3410-4-54270 -	FIRE PREVENTION	30.00	970.00
	A3143414 A	-31-4-3410-4-54330 -	REPAIRS & MAINT	75.97	14,024.03
	A3143414 A	-31-4-3410-4-54520 -	GAS & OIL	713.07	30,286.93
	A3143414 A	-31-4-3410-4-54610 -	REPAIRS & MAINT	179.54	14,743.46
	A3143414 A	-31-4-3410-4-54720 -	SERVICE CONTRAC	172.00	63,753.48
	A3143424 A	-31-4-3412-4-54180 -	OTHER SUPPLIES	554.40	17,000.00
	A3143624 A	-31-4-3620-4-54570 -	TRAINING	40.00	1,460.00
	A3143632 A	-31-4-3625-2-52100 -	EQUIPMENT	873.60	35,000.00
	A3335014 A	-33-3-5010-4-54100 -	RUBBLE BLACKTOP	1,365.00	63,635.00
	A3335014 A	-33-3-5010-4-54180 -	OTHER SUPPLIES	4,009.25	69,380.55
	A3335014 A	-33-3-5010-4-54400 -	SALT & SAND	24,004.22	1.78
	A3335014 A	-33-3-5010-4-54510 -	REPAIRS & MAINT	361.78	147,295.48
	A3335014 A	-33-3-5010-4-54520 -	GAS & OIL	154.45	89,845.55
	A3335124 A	-33-3-5111-4-54180 -	OTHER SUPPLIES	299.66	2,700.34
	A3335124 A	-33-3-5111-4-54510 -	REPAIRS & MAINT	1,129.50	26,500.00
	A3335654 A	-33-3-5650-4-54180 -	OTHER SUPPLIES	22.58	2,477.42
	A3416314 A	-34-1-6310-4-54610 -	REPAIRS & MAINT	15.58	1,984.42
	A3537114 A	-35-3-7110-4-54180 -	OTHER SUPPLIES	239.62	14,964.80
	A3567144 A	-35-6-7140-4-54180 -3000	OTHER SUPPLIES	62.57	15,937.43
	A3567144 A	-35-6-7140-4-54520 -3000	GAS & OIL	521.83	6,478.17

CLERK: u101 BATCH: 3319 ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT		REMAINING BUDGET
	A3567174	A -35-6-7171-4-54180 -3000	OTHER SUPPLIES	41.96		3,958.04
	A3567174	A -35-6-7171-4-54610 -3000	REPAIRS & MAINT	21.93		12,314.21
	A3567194	A -35-6-7181-4-54180 -3000	OTHER SUPPLIES	421.53		6,482.48
	A3567194	A -35-6-7181-4-54720 -3000	SERVICE CONTRAC	192.80		9,071.20
	A3638194	A -36-3-8185-4-54520 -	GAS & OIL	514.15		11,485.85
	E107	E -10-7-0000-0-42770 -	MISCELLANEOUS R	210.00	REV	.00
	E3475654	E -34-7-5650-4-54720 -	SERVICE CONTRAC	9,112.50		37,000.00
	E3577162	E -35-7-7160-2-52101 -	BUILDING EQUIPM	1,399.99		600.01
	E3577162	E -35-7-7160-2-52200 -	OFFICE EQUIPMEN	849.00		1,151.00
	E3577164	E -35-7-7160-4-54140 -	JANITORIAL SUPP	490.52		19,456.52
	E3577164	E -35-7-7160-4-54201 -	BUSINESS EXPENS	425.87		14,574.13
	E3577164	E -35-7-7160-4-54510 -	REPAIRS & MAINT	34.99		465.01
	E3577164	E -35-7-7160-4-54520 -	GAS & OIL	23.35		571.65
	E3577164	E -35-7-7160-4-54522 -	LICENSE/INSPECT	400.00		1,383.00
	E3577164	E -35-7-7160-4-54720 -	SERVICE CONTRAC	1,127.71		44,046.79
	E3577164	E -35-7-7160-4-54792 -	MISCELLANEOUS	17.24		4,954.76
	E3577168	E -35-7-7160-8-58010 -	HOSPITALIZATION	15,694.53		175,469.15
	F3638314	F -36-3-8310-4-54110 -	OFFICE SUPPLIES	2,830.96		669.04
	F3638334	F -36-3-8330-4-54180 -	OTHER SUPPLIES	112.51		9,887.49
	F3638334	F -36-3-8330-4-54520 -	GAS & OIL	171.87		3,828.13
	F3638354	F -36-3-8341-4-54520 -	GAS & OIL	188.33		14,811.67
	G3638124	G -36-3-8120-4-54180 -	OTHER SUPPLIES	1,085.64		3,914.36
	G3638124	G -36-3-8120-4-54510 -	REPAIRS & MAINT	40.00		8,460.00
	G3638124	G -36-3-8120-4-54520 -	GAS & OIL	228.82		5,771.18
			REPORT TOTALS	112,105.16		

CLERK: u101

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 2 11										
API E3475654-54720						SERVICE CONTRACTS - PROF SERV			9,112.50	
	02/02/2021	W 21FEB1	008027	210040	182219	443,446				
POL E3475654-54720						SERVICE CONTRACTS - PROF SERV		4		9,112.50
	02/02/2021	LIQ/INV	008027	210040	182219	443,446		2021		
API E3577164-54720						SERVICE CONTRACTS - PROF SERV			60.00	
	02/02/2021	W 21FEB1	004140		182220	1418				
API A3335124-54510						REPAIRS & MAINTENANCE VEHICLE			1,129.50	
	02/02/2021	W 21FEB1	002785	210028	182222	S1100				
POL A3335124-54510						REPAIRS & MAINTENANCE VEHICLE		4		1,129.50
	02/02/2021	LIQ/INV	002785	210028	182222	S1100		2021		
API A3335014-54510						REPAIRS & MAINTENANCE VEHICLE			60.00	
	02/02/2021	W 21FEB1	002785		182223	S1100				
API G3638124-54510						REPAIRS & MAINTENANCE VEHICLE			40.00	
	02/02/2021	W 21FEB1	002785		182223	S1100				
API A3335014-54510						REPAIRS & MAINTENANCE VEHICLE			60.00	
	02/02/2021	W 21FEB1	002785		182223	S1100				
API A3335014-54510						REPAIRS & MAINTENANCE VEHICLE			241.78	
	02/02/2021	W 21FEB1	002785		182223	S1100				
API F3638314-54110						OFFICE SUPPLIES			2,830.96	
	02/02/2021	W 21FEB1	000070		182224	45794				
API A3567174-54180-3000						OTHER SUPPLIES			41.96	
	02/02/2021	W 21FEB1	000031		182225	271				
API A3537114-54180						OTHER SUPPLIES			55.57	
	02/02/2021	W 21FEB1	000031		182225	271				
API A3537114-54180						OTHER SUPPLIES			23.97	
	02/02/2021	W 21FEB1	000031		182225	271				
API A3031624-54180						OTHER SUPPLIES			133.43	
	02/02/2021	W 21FEB1	000031		182225	271				
API A3567194-54180-3000						OTHER SUPPLIES			55.10	
	02/02/2021	W 21FEB1	000031		182225	271				
API A3031624-54180						OTHER SUPPLIES			10.78	
	02/02/2021	W 21FEB1	000031		182225	271				
API A3335014-54180						OTHER SUPPLIES			17.99	
	02/02/2021	W 21FEB1	000031		182225	271				
API A3567194-54180-3000						OTHER SUPPLIES			94.00	
	02/02/2021	W 21FEB1	000031		182225	271				
API A3416314-54610						REPAIRS & MAINTENANCE BUILDING			15.58	
	02/02/2021	W 21FEB1	000031		182225	271				
API A3567144-54180-3000						OTHER SUPPLIES			62.57	
	02/02/2021	W 21FEB1	000031		182225	271				
API A3335654-54180						OTHER SUPPLIES			22.58	
	02/02/2021	W 21FEB1	000031		182225	271				
API A3143124-54510						REPAIRS & MAINTENANCE VEHICLE			500.00	
	02/02/2021	W 21FEB1	006030		182226	01/19/2021				
API A3031494-54440						BOOKS PUBLICATIONS & SUBSCRITI	Y		123.00	
	02/02/2021	W 21FEB1	000524		182227	2021 MEMBERSHIP				
API A3031914-54773						LIABILITY INSURANCE			988.57	

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
02/02/2021	W 21FEB1	006950		182228	CITYSAR1				
API A3143124-54740					SERVICE CONTRACTS - EQUIPMENT			437.25	
02/02/2021	W 21FEB1	000086		182229	00012644				
API A3021314-54720					SERVICE CONTRACTS - PROF SERV			1,000.00	
02/02/2021	W 21FEB1	008435	210001	182230	JAN 2021				
POL A3021314-54720					SERVICE CONTRACTS - PROF SERV	4			1,000.00
02/02/2021	LIQ/INV	008435	210001	182230	JAN 2021		2021		
API A3143414-54150					EMS SUPPLIES			903.25	
02/02/2021	W 21FEB1	004542	200396	182231	205698				
POL A3143414-54150					EMS SUPPLIES	4			903.25
02/02/2021	LIQ/INV	004542	200396	182231	205698		2020		
API A3143414-54720					SERVICE CONTRACTS - PROF SERV			172.00	
02/02/2021	W 21FEB1	007426		182232	CITSAR				
API A3143124-54110					OFFICE SUPPLIES			10.00	
02/02/2021	W 21FEB1	008747		182233	COMM DEEDS REIMB				
API A3031934-54775					SELF INSURANCE		Y	2,000.00	
02/02/2021	W 21FEB1	008074		182234	01/06/2021				
API A3143124-54510					REPAIRS & MAINTENANCE VEHICLE			530.18	
02/02/2021	W 21FEB1	008074		182235	01/07/2021				
API A3567194-54180-3000					OTHER SUPPLIES			10.00	
02/02/2021	W 21FEB1	000139		182236	3691				
API A3031624-54180					OTHER SUPPLIES			45.34	
02/02/2021	W 21FEB1	000139		182236	3691				
API A3031624-54180					OTHER SUPPLIES			35.39	
02/02/2021	W 21FEB1	000139		182236	3691				
API A3567194-54180-3000					OTHER SUPPLIES			25.22	
02/02/2021	W 21FEB1	000139		182236	3691				
API E3577168-58010					HOSPITALIZATION			15,694.53	
02/02/2021	W 21FEB1	005598		182237	10013542				
API A3021692-52230					HARDWARE			44.25	
02/02/2021	W 21FEB1	002948		182238	6731216				
API A3021692-52230					HARDWARE			78.21	
02/02/2021	W 21FEB1	002948		182239	6731216				
API E3577164-54520					GAS & OIL			5.09	
02/02/2021	W 21FEB1	000128		182240	GASOLINE				
API A3021694-54740					SERVICE CONTRACTS - EQUIPMENT			4,456.52	
02/02/2021	W 21FEB1	005574		182241	B11184				
API A3335014-54100					RUBBLE BLACKTOP STONE OIL			1,365.00	
02/02/2021	W 21FEB1	008041		182242	SARATOG				
API A3567194-54720-3000					SERVICE CONTRACTS - PROF SERV			192.80	
02/02/2021	W 21FEB1	007264		182243	SARATOGACITY				
API F3638334-54180					OTHER SUPPLIES			65.63	
02/02/2021	W 21FEB1	003084		182244	57289				
API A3051414-54490					GENERAL ADVERTISING			51.87	
02/02/2021	W 21FEB1	000376		182245	90122				
API A3031444-54520					GAS & OIL			215.61	
02/02/2021	W 21FEB1	006207		182246	2489244				
API A3113624-54520					GAS & OIL			112.88	
02/02/2021	W 21FEB1	006207		182246	2489244				

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
API A3143124-54520					GAS & OIL			2,619.62	
02/02/2021 W 21FEB1	006207			182246	2489244				
API A3143414-54520					GAS & OIL			713.07	
02/02/2021 W 21FEB1	006207			182246	2489244				
API A3335014-54520					GAS & OIL			154.45	
02/02/2021 W 21FEB1	006207			182246	2489244				
API A3567144-54520-3000					GAS & OIL			521.83	
02/02/2021 W 21FEB1	006207			182246	2489244				
API E3577164-54520					GAS & OIL			18.26	
02/02/2021 W 21FEB1	006207			182246	2489244				
API F3638334-54520					GAS & OIL			171.87	
02/02/2021 W 21FEB1	006207			182246	2489244				
API F3638354-54520					GAS & OIL			188.33	
02/02/2021 W 21FEB1	006207			182246	2489244				
API G3638124-54520					GAS & OIL			228.82	
02/02/2021 W 21FEB1	006207			182246	2489244				
API F3638334-54180					OTHER SUPPLIES			14.32	
02/02/2021 W 21FEB1	000189			182248	800013294				
API A3031654-54180					OTHER SUPPLIES			127.69	
02/02/2021 W 21FEB1	000189			182248	800013294				
API A3335014-54180					OTHER SUPPLIES			203.33	
02/02/2021 W 21FEB1	007831			182250	11534				
API A3567194-54180-3000					OTHER SUPPLIES			237.21	
02/02/2021 W 21FEB1	002439			182251	6035322504016258				
API A3335014-54180					OTHER SUPPLIES			779.19	
02/02/2021 W 21FEB1	005966			182252	SARAT001				
API A3143414-54610					REPAIRS & MAINTENANCE BUILDING			179.54	
02/02/2021 W 21FEB1	003157			182253	SARACI				
API A3143314-54390					MAINTENANCE SUPPLIES			160.00	
02/02/2021 W 21FEB1	004147			182254	857				
API A3031624-54720					SERVICE CONTRACTS - PROF SERV			1,575.00	
02/02/2021 W 21FEB1	008703			182255	01/18/2021				
API G3638124-54180					OTHER SUPPLIES			10.21	
02/02/2021 W 21FEB1	001291			182256	XXXXXX6834				
API A3537114-54180					OTHER SUPPLIES			160.08	
02/02/2021 W 21FEB1	001291			182256	XXXXXX6834				
API G3638124-54180					OTHER SUPPLIES			257.25	
02/02/2021 W 21FEB1	001291			182256	XXXXXX6834				
API A3031594-54610					REPAIRS & MAINTENANCE BUILDING			119.55	
02/02/2021 W 21FEB1	001291			182256	XXXXXX6834				
API A3031624-54180					OTHER SUPPLIES			221.99	
02/02/2021 W 21FEB1	001291			182256	XXXXXX6834				
API A3031624-54180					OTHER SUPPLIES			836.07	
02/02/2021 W 21FEB1	001291			182256	XXXXXX6834				
API A3031594-54610					REPAIRS & MAINTENANCE BUILDING			362.34	
02/02/2021 W 21FEB1	001291			182256	XXXXXX6834				
API A3143124-54720					SERVICE CONTRACTS - PROF SERV			475.00	
02/02/2021 W 21FEB1	000271	200335		182257	JAN 2021				
POL A3143124-54720					SERVICE CONTRACTS - PROF SERV	4			475.00

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
	02/02/2021	LIQ/INV	000271	200335	182257	JAN 2021		2020		
API A3143414-54330						REPAIRS & MAINTENANCE EQUIPMEN			75.97	
	02/02/2021	W 21FEB1	004407		182258	15387329				
API A3335124-54180						OTHER SUPPLIES			299.66	
	02/02/2021	W 21FEB1	000386		182259	6017550				
API A3335014-54400						SALT & SAND			24,004.22	
	02/02/2021	W 21FEB1	006960		182260	3682618				
API A3031444-54510						REPAIRS & MAINTENANCE VEHICLE			12.86	
	02/02/2021	W 21FEB1	005237		182261	4305				
API A3011474-54740						SERVICE CONTRACTS - EQUIPMENT			25.50	
	02/02/2021	W 21FEB1	006512		182262	CS06-001				
API E3577164-54522						LICENSE/INSPECTION/REGISTRATIO			400.00	
	02/02/2021	W 21FEB1	000296		182263	1/6/21				
API A3011924-54230						DUES			6,518.00	
	02/02/2021	W 21FEB1	000305		182264	2021 DUES				
API A3143624-54570						TRAINING			40.00	
	02/02/2021	W 21FEB1	000819		182265	L. WATKINS				
API A3143414-54150						EMS SUPPLIES			602.94	
	02/02/2021	W 21FEB1	006100	200394	182266	SSFD				
API A3143414-54150						EMS SUPPLIES			2,044.67	
	02/02/2021	W 21FEB1	006100		182266	SSFD				
POL A3143414-54150						EMS SUPPLIES		4		602.94
	02/02/2021	LIQ/INV	006100	200394	182266	SSFD		2020		
API A3143124-54740						SERVICE CONTRACTS - EQUIPMENT			665.00	
	02/02/2021	W 21FEB1	006294		182267	(MA)SARAT,SP				
API A3021314-54720						SERVICE CONTRACTS - PROF SERV	Y		500.00	
	02/02/2021	W 21FEB1	007547		182268	100928				
API E107-42770						MISCELLANEOUS REVENUE			210.00	
	02/02/2021	W 21FEB1	008708		182269	SECURITY REFUND				
API A3143124-54720						SERVICE CONTRACTS - PROF SERV			3,570.00	
	02/02/2021	W 21FEB1	006967		182270	2021 SUBSCRIPTION				
API A3051414-54740						SERVICE CONTRACTS - EQUIPMENT			150.02	
	02/02/2021	W 21FEB1	000223		182271	3232521023244A5				
API A3143124-54510						REPAIRS & MAINTENANCE VEHICLE			95.00	
	02/02/2021	W 21FEB1	007574		182272	01/11/2021				
API A3143414-54270						FIRE PREVENTION SUPPLIES			30.00	
	02/02/2021	W 21FEB1	000895		182273	2021 MEMBERHSIP				
API F3638334-54180						OTHER SUPPLIES			16.99	
	02/02/2021	W 21FEB1	000371		182274	4345				
API A3143124-54970						K-9 CARE			195.92	
	02/02/2021	W 21FEB1	000399		182275	248559				
API A3143022-52600						SOFTWARE			7,278.66	
	02/02/2021	W 21FEB1	005277	200538	182276	1075974				
POL A3143022-52600						SOFTWARE		4		7,278.66
	02/02/2021	LIQ/INV	005277	200538	182276	1075974		2020		
API G3638124-54180						OTHER SUPPLIES			818.18	
	02/02/2021	W 21FEB1	000907		182277	204426				
API E3577164-54720						SERVICE CONTRACTS - PROF SERV			237.50	
	02/02/2021	W 21FEB1	001336		182278	01/06/2021				

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
API E3577162-52200					OFFICE EQUIPMENT			849.00	
02/02/2021 W 21FEB1	001336			182278	01/06/2021				
API E3577164-54720					SERVICE CONTRACTS - PROF SERV			422.45	
02/02/2021 W 21FEB1	001336			182279	01/06/2021				
API A3011434-54420					ADVERTISING			513.60	
02/02/2021 W 21FEB1	008270			182280	DOCUSIGN REIMB				
API A3638194-54520					GAS & OIL			514.15	
02/02/2021 W 21FEB1	008048			182281	27640000-2				
API A3143632-52100					EQUIPMENT			873.60	
02/02/2021 W 21FEB1	006875	171945		182282	LIFEPAK				
POL A3143632-52100					EQUIPMENT	4			873.60
02/02/2021 LIQ/INV	006875	171945		182282	LIFEPAK		2017		
API A3143424-54180					OTHER SUPPLIES			554.40	
02/02/2021 W 21FEB1	006875	180572		182283	SERVICE AGREEMENT				
POL A3143424-54180					OTHER SUPPLIES	4			554.40
02/02/2021 LIQ/INV	006875	180572		182283	SERVICE AGREEMENT		2018		
API E3577164-54201					BUSINESS EXPENSE/SALES			410.88	
02/02/2021 W 21FEB1	008155			182284	SARATOGA SPRINGS CITY CENTER				
API A3335014-54180					OTHER SUPPLIES			3,008.74	
02/02/2021 W 21FEB1	000420			182285	01/06/2021				
API A3021694-54740					SERVICE CONTRACTS - EQUIPMENT			89.99	
02/02/2021 W 21FEB1	001699			182286	202-183159702-001				
API A3567174-54610-3000					REPAIRS & MAINTENANCE BUILDING			21.93	
02/02/2021 W 21FEB1	003256	200351		182287	1269238				
POL A3567174-54610-3000					REPAIRS & MAINTENANCE BUILDING	4			21.93
02/02/2021 LIQ/INV	003256	200351		182287	1269238		2020		
API E3577162-52101					BUILDING EQUIPMENT			1,399.99	
02/02/2021 W 21FEB1	007528			182288	4121265990223856				
API E3577164-54510					REPAIRS & MAINTENANCE VEHICLE			34.99	
02/02/2021 W 21FEB1	007528			182288	4121265990223856				
API E3577164-54792					MISCELLANEOUS			17.24	
02/02/2021 W 21FEB1	007528			182289	4121265990223856				
API E3577164-54201					BUSINESS EXPENSE/SALES			14.99	
02/02/2021 W 21FEB1	007528			182289	4121265990223856				
API E3577164-54720					SERVICE CONTRACTS - PROF SERV			407.76	
02/02/2021 W 21FEB1	007528			182289	4121265990223856				
API A3143124-54180					OTHER SUPPLIES			73.98	
02/02/2021 W 21FEB1	003346			182290	C1067550				
API A3143414-54200					HOUSE SUPPLIES			73.98	
02/02/2021 W 21FEB1	003346			182290	C1067550				
API E3577164-54140					JANITORIAL SUPPLIES			490.52	
02/02/2021 W 21FEB1	003346			182291	217209366				
API A3143312-52800					TRAFFIC LIGHT EQUIPMENT			950.36	
02/02/2021 W 21FEB1	008707	200645		182292	01/14/2021				
POL A3143312-52800					TRAFFIC LIGHT EQUIPMENT	4			950.36
02/02/2021 LIQ/INV	008707	200645		182292	01/14/2021		2020		
API F3638334-54180					OTHER SUPPLIES			15.57	
02/02/2021 W 21FEB1	001973			182293	13696				
API A3021694-54720					SERVICE CONTRACTS - PROF SERV			110.07	

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
02/02/2021	W 21FEB1	008683		182294	52540114				
					GENERAL LEDGER TOTAL			112,105.16	.00
API A-2600					ACCOUNTS PAYABLE				77,661.33
02/02/2021	W 21FEB1	B 3319							
API E-2600					ACCOUNTS PAYABLE				29,785.70
02/02/2021	W 21FEB1	B 3319							
API F-2600					ACCOUNTS PAYABLE				3,303.67
02/02/2021	W 21FEB1	B 3319							
API G-2600					ACCOUNTS PAYABLE				1,354.46
02/02/2021	W 21FEB1	B 3319							
POL A-1521					ENCUMBRANCES				13,789.64
02/02/2021	W 21FEB1	B 3319							
POL E-1521					ENCUMBRANCES				9,112.50
02/02/2021	W 21FEB1	B 3319							
POL A-2963					BUDGETARY FUND BALANCE RES ENC			13,789.64	
02/02/2021	W 21FEB1	B 3319							
POL E-2963					BUDGETARY FUND BALANCE RES ENC			9,112.50	
02/02/2021	W 21FEB1	B 3319							
					SYSTEM GENERATED ENTRIES TOTAL			22,902.14	135,007.30
					JOURNAL 2021/02/11 TOTAL			135,007.30	135,007.30
2021 2	11								
API A-1522					EXPENDITURES			77,661.33	
02/02/2021	W 21FEB1	B 3319							
API E-1522					EXPENDITURES			29,575.70	
02/02/2021	W 21FEB1	B 3319							
API F-1522					EXPENDITURES			3,303.67	
02/02/2021	W 21FEB1	B 3319							
API G-1522					EXPENDITURES			1,354.46	
02/02/2021	W 21FEB1	B 3319							
API E-2980					REVENUES			210.00	
02/02/2021	W 21FEB1	B 3319							

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
A GENERAL FUND	2021	2	11	02/02/2021		
A-1521				ENCUMBRANCES		13,789.64
A-1522				EXPENDITURES	77,661.33	
A-2600				ACCOUNTS PAYABLE		77,661.33
A-2963				BUDGETARY FUND BALANCE RES ENC	13,789.64	
				FUND TOTAL	91,450.97	91,450.97
E CITY CENTER AUTHORITY	2021	2	11	02/02/2021		
E-1521				ENCUMBRANCES		9,112.50
E-1522				EXPENDITURES	29,575.70	
E-2600				ACCOUNTS PAYABLE		29,785.70
E-2963				BUDGETARY FUND BALANCE RES ENC	9,112.50	
E-2980				REVENUES	210.00	
				FUND TOTAL	38,898.20	38,898.20
F WATER FUND	2021	2	11	02/02/2021		
F-1522				EXPENDITURES	3,303.67	
F-2600				ACCOUNTS PAYABLE		3,303.67
				FUND TOTAL	3,303.67	3,303.67
G SEWER FUND	2021	2	11	02/02/2021		
G-1522				EXPENDITURES	1,354.46	
G-2600				ACCOUNTS PAYABLE		1,354.46
				FUND TOTAL	1,354.46	1,354.46

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

Mayor Scott Johnson Donation:

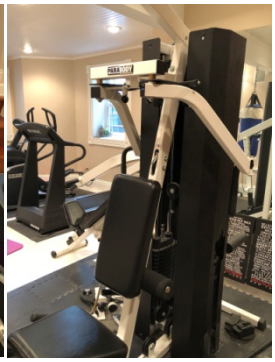
The Saratoga Springs Recreation Center has the opportunity to receive a donation from Mayor Scott Johnson. The equipment will be used in the current Recreation Center game room.

The equipment is:

Parabody Weight Station, professional grade, that really does everything, in a fairly compact space (footprint about 8' x 8').

True treadmill, with custom and programable programs options.

Precor rowing machine, compact



Franklin Community Center

&

Mother Susan Anderson Shelter

Mayor Meg Kelly's Community Food Pantry Drive

Help Stock the Pantry!

Drop off items @ the Recreation Center

2:00-6:00pm - Thursday, February 11, 2021

2:00-6:00pm - Friday, February 12, 2021

9:00-12:00pm - Saturday, February 13, 2021

To Drop off: Enter Rec Center parking lot from Vanderbilt Ave and stop at the circle. Please exit your car, wearing a face mask, and place donation on the cart. A volunteer will take your donation inside.

Needs:

- Toilet paper / sanitary products
- Laundry detergent (pods are better)
- Dish detergent
- Shampoo and conditioner
- Canned fruits and vegetables
- Canned tuna and chicken
- Individually wrapped snacks (granola bars, crackers, popcorn)
- Paper towels
- Pasta
- Mac and cheese
- Meat and produce
- Juice/ juice boxes
- Peanut butter and jelly
- Body wash
- Large sized diapers
- Mayo
- Mustard
- Ketchup
- Cat and dog food (Wet and dry)
- Coffee
- Oatmeal packets
- Rice

City of Saratoga Springs Recreation Center

15 Vanderbilt Avenue, Saratoga Springs, NY 12866

Saratoga County Office for the Aging
152 West High Street
Ballston Spa NY 12020

Telephone: 518-884-4100
Fax: 518-884-4104
E-Mail: aging@saratogacountyny.gov

Sandra M. Cross
DIRECTOR

Saratoga County Office for the Aging

TRANSPORTATION AGREEMENT

The Saratoga County Office for the Aging shall provide, through subcontract with A & H Services, transportation program for the transportation of senior citizens in the **City of Saratoga Springs** from January 1, 2021 to December 31, 2021. The program will provide transportation for medical and legal appointments, services and programs provided through the Senior Center, Nutrition Programs, when they exist, and to other necessary services and events subject to the rules and regulations under Title III of the Older Americans Act of 1965, as amended.

For such services, the **City of Saratoga Springs** will pay the Saratoga County Office for the Aging, the sum of SIX THOUSAND EIGHT DOLLARS ($ 6,008.00).

The payments will be made quarterly as follows:

January 1, 2021	$ 1,502.00
April 1, 2021	$ 1,502.00
July 1, 2021	$ 1,502.00
October 1, 2021	$ 1,502.00

These monies will be used to meet the County Office for the Aging financial obligations for the Transportation Contract.

Date:_____ By:_____
Town Official

Date:_____ By:_____
Chairman, Board of Supervisor
Per Resolution 146-96

Date:_____ By:_____
Director, Office for the Aging

Approved:

By:_____
County Attorney

Saratoga County Office for the Aging
152 West High Street
Ballston Spa NY 12020

Telephone: 518-884-4100
Fax: 518-884-4104
E-Mail: aging@saratogacountyny.gov

Sandra M. Cross
DIRECTOR

Saratoga County Office for the Aging

NUTRITION AGREEMENT

The Saratoga County Office for the Aging shall provide, through subcontract with Northeast Dining and Lodging, a Dining program and/or Home Delivery of Meals for the senior citizens in the **City of Saratoga Springs** from January 1, 2021 to December 31, 2021. The dining and/or home delivery program will provide meals and supportive services subject to the rules and regulations under Title III of the Older Americans Act of 1965, as amended.

For such services, the **City of Saratoga Springs** will pay to the Saratoga County Office for the Aging the sum of SIX THOUSAND EIGHT DOLLARS ($ 6,008.00).

The payments will be made quarterly as follows:

January 1, 2021	$	1,502.00
April 1, 2021	$	1,502.00
July 1, 2021	$	1,502.00
October 1, 2021	$	1,502.00

These monies will be used to meet the County Office for the Aging financial obligations for the Nutrition Program.

Date:_____ By:_____
Town Official

Date:_____ By:_____
Chairman, Board of Supervisors
Per Resolution 146-96

Date:_____ By:_____
Director, Office for the Aging

Approved: By:_____
County Attorney

MEMORANDUM
OFFICE OF THE COMMISSIONER OF FINANCE
CITY OF SARATOGA SPRINGS

MICHELE MADIGAN
COMMISSIONER OF FINANCE

TO: Commissioner John Franck

CC: Director of Finance Christine Gillmett-Brown

FROM: Commissioner Michele Madigan

DATE: **January 26, 2021**

RE: Award of RFP 2020-20 for Bond Counsel

Please include on your 02/02/21 agenda an award of RFP 2020-20 for Bond Council to Walsh & Walsh, LLC as they are the most qualified to meet the needs of the City. This is a three-year contract commencing upon Council approval, lasting until the work provided as described in the agreement is satisfactorily completed, with a focus on FY 2021-2024.

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

Thank you.

Michele D. Clark-Madigan

City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway
Saratoga Springs, New York 12866
Telephone 518-587-3550 ext: 2560
Fax 518-587-6512

Award/Extension of Bid Sign-Off Form

Award of Bid

Prior to an award of bid being placed on the Accounts Department agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's commissioner/mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- the Assistant Purchasing Agent **must** review and agree the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all risk and insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached; and
- budget line item **must** be identified and indicated below.

Extension of Bid

Prior to an extension of bid being placed on the Accounts Department agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A signed letter from the vendor agreeing to the extension of bid under the same terms, conditions, and prices.
- A memo from your department's commissioner/mayor requesting the extension of bid be placed on Commissioner Franck's agenda; and
- A copy of the page from the previous year's bid showing the bid can be extended; and
- the Assistant Purchasing Agent **must** review and agree the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor continues to meet all risk and insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached; and
- budget line item **must** be identified and indicated below.

Department That Owns Award/Extension of Bid: __**FINANCE**_____

Project or Item Being Awarded: __**BOND COUNSEL**_____

Item Being Extended: _____

Vendor Who Won the Bid: __ **WALSH & WALSH, LLC** _____

Budget Line Item: __**V3719714-54720**_____ _____ _____

Budget Line Item: _____ _____ _____

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

_____ _____
Assistant Purchasing Agent Date

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

_____ _____
Director of Risk and Safety Date

****An award/extension of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.**

Bond Counsel RFP 2020-18 Bid Results

		Total Bid	Purchasing	Risk and Safety
Walsh & Walsh, LLP Joan Bleikamo 42 Long Alley Saratoga Springs, NY 12866 jbleikamp@spalaw2.com	Public sale of serial bonds	$4,500.00	Meets requirements.	Meets requirements.
	Private sale of serical bonds	$3,500.00		
	Statutory installment bond issue	$2,700.00		
	Bond anticipation note issue	$1,800.00		
	Bond resolution	$150.00-$450.00, depending upon complexity		
	Tax anticipation note, revenue anticipation note, capital note, budget note or deficiency note issue (including resolutions)	$1,500.00		
	Application for sewer debt exclusion	$450.00		
	Installment purchase contract (including resolutions)	$2,700.00-$4,500.00, depending upon complexity.		
	Advance refunding of serial bonds (including resolutions)	$7,500.00 per issue refunded		
Harris Beach Todd Miles 358 Broadway, suite 307 Saratoga Springs, NY 12866 tmiles@harrisbeach.com	Three year	$25,080.00	Meets requirements.	City needs to be named additional insured P & NC.
	One year	$16,640.00		
Hawkins Delafield & Wood LLP Robert Smith 7 World Trade Center, 250 Greenwich Steet New York, NY 10007 RSmith@Hawkins.com	Maximum bond issue (Three & One years)	$4,250.00 + $500.00 disclosure (if any) = $4,750.00	Meets requirements.	Does not meet requirements.
	Maxium note issue (Three & One years)	$1,750.00 + $500.00 disclosure (if any) = $2,250.00		

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	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 :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

City of Saratoga Springs
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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PJD

NEW YORK STATE | 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

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

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:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] 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)

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.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
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)*	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, NY 12866 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 [ ] included. (Only check box if all partners/officers included) [X] 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 [X] 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.

From: "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>
To: "Lisa Ribis" <lisa.ribis@saratoga-springs.org>
Cc: "Stefanie Richards" <stefanie.richards@saratoga-springs.org>, "Maire Masterson" <maire.masterson@saratoga-springs.org>, "John Franck" <john.franck@saratoga-springs.org>
Sent: Tuesday, January 26, 2021 2:27:34 PM
Subject: Re: Award of Bid for 02/02/21 Agenda: Bond Counsel

Risk and Safety approves per the approval of Purchasing. Please place this award of bid for Walsh & Walsh on John's 020221 Accounts Dept agenda.

Thank you,

Marilyn

PRIVILEGED AND CONFIDENTIAL:

This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs Risk and Safety Department and is intended solely for the use of the individual(s) or entity to whom it has been addressed. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail.

Thank you for your cooperation.

From: "Stefanie Richards" <stefanie.richards@saratoga-springs.org>
To: "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>
Sent: Tuesday, January 26, 2021 2:13:23 PM
Subject: Fwd: Award of Bid for 02/02/21 Agenda: Bond Counsel

Purchasing requirements have been met.
Thank you

MEMORANDUM
OFFICE OF THE COMMISSIONER OF FINANCE
CITY OF SARATOGA SPRINGS

MICHELE MADIGAN
COMMISSIONER OF FINANCE

TO: Commissioner John Franck

CC: Director of Finance Christine Gillmett-Brown

FROM: Commissioner Michele Madigan

DATE: **January 26, 2021**

RE: Award of RFP 2020-19 for Fiscal Advisory Services

Please include on your 02/02/21 agenda an award of RFP 2020-19 for Fiscal Advisory Services to Fiscal Advisors & Marketing, Inc., as they are the most qualified to meet the needs of the City. This is a three-year contract commencing upon Council approval, lating until the work provided as described in the agreement is satisfactorily completed, with a focus on FY 2021-2024.

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

Thank you.

Michele D. Clark-Madigan

City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway
Saratoga Springs, New York 12866
Telephone 518-587-3550 ext: 2560
Fax 518-587-6512

Award/Extension of Bid Sign-Off Form

Award of Bid

Prior to an award of bid being placed on the Accounts Department agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's commissioner/mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- the Assistant Purchasing Agent **must** review and agree the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all risk and insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached; and
- budget line item **must** be identified and indicated below.

Extension of Bid

Prior to an extension of bid being placed on the Accounts Department agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A signed letter from the vendor agreeing to the extension of bid under the same terms, conditions, and prices.
- A memo from your department's commissioner/mayor requesting the extension of bid be placed on Commissioner Franck's agenda; and
- A copy of the page from the previous year's bid showing the bid can be extended; and
- the Assistant Purchasing Agent **must** review and agree the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor continues to meet all risk and insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached; and
- budget line item **must** be identified and indicated below.

Department That Owns Award/Extension of Bid: __**FINANCE**_____

Project or Item Being Awarded: __**FISCAL ADVISORY SERVICES**_____

Item Being Extended: _____

Vendor Who Won the Bid: __ **FISCAL ADVISORS & MARKETING, INC** _____

Budget Line Item: __**V3719714-54720**_____ _____ _____

Budget Line Item: _____ _____ _____

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

_____ _____
Assistant Purchasing Agent Date

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

_____ _____
Director of Risk and Safety Date

****An award/extension of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.**

Financial Advisor Services RFP 2020-19 Bid Results

		Total Bid	Purchasing	Risk & Safety
Capital Market Advisors, LLC Richard Tortora 11 Grace Avenue, Suite 308 Great Neck, NY 11021 rtortora@capmark.org	Three year One Year	$36,000.00 $12,000.00	Meets requirements.	City needs to be named additional insured P & NC.
Fiscal Advisors & Marketing, Inc. Jeanine Caruso 63 Putnam Street, Suite 202 Saratoga Springs, NY 12866 jcaruso@fiscaladvisors.com	Three year One Year	$48,600.00 $16,200.00	Meets requirements.	Meets requirements.
Liberty Capital Services, LLC David Tanner 1205 Franklin Avenue, Suite 335 Garden City, NY 11530 DavidTanner@LibertyMunicipal.com	Three year One Year	$51,000.00 $17,000.00	Meets requirements.	Does not meet requirments.

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City may consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the Bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

TOTAL BID IN FIGURES THREE (3) YEARS: $ 48,600 (based on 3 bond issues and 3 annual disclosures)

TOTAL BID WRITTEN THREE (3) YEARS: Forty Eight Thousand Six Hundred Dollars

TOTAL BID IN FIGURES ONE (1) YEAR: $ 16,200 (based on 1 bond issue and 1 annual disclosure)

TOTAL BID WRITTEN ONE (1) YEAR: Sixteen Thousand Two Hundred Dollars

COMPANY NAME: Fiscal Advisors & Marketing, Inc.

ADDRESS: 63 Putnam Street, Suite 202

Saratoga Springs *(City)* NY *(State)* 12866 *(Zip)* **Phone No.** (518) 541 - 3861

E-MAIL ADDRESS: jcaruso@fiscaladvisors.com

AUTHORIZED SIGNATURE: Jeanine R. Caruso

PRINTED NAME: Jeanine R. Caruso

TITLE: CEO/Municipal Advisor **DATE:** 1/8/2021

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 FISCALADVI	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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Claims Made Retroactive 1/1/03			HMPL180444	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)

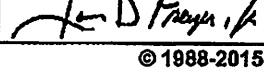
CERTIFICATE HOLDER

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

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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	FISCALADVI

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

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PRODUCER	Grimsley Agency of NY LLC 5320 West Taft Rd North Syracuse, Ny 13212 License #: PC-1097969	CONTACT NAME: David Grimsley PHONE (A/C, No, Ext): 315-452-0123 FAX (A/C, No): 315-458-4734 E-MAIL ADDRESS: grimsleyagencydavid@yahoo.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers	19046
INSURED	Fiscal Advisors & Marketing Inc DBA & Premier Printing, Inc. 250 S Clinton St Ste 502 Syracuse, NY 13202	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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			6806B99059A	05/11/2020	05/11/2021	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			6806B99059A	05/11/2020	05/11/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [ ] OCCUR			CUP7B001985	05/11/2020	05/11/2021	EACH OCCURRENCE	$ 3,000,000
	[ ] EXCESS LIAB [X] CLAIMS-MADE						AGGREGATE	$ 3,000,000
	[ ] DED [X] RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

City of Saratoga Springs
Office of Risk & 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

(DPG)

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NEW YORK STATE | 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)
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:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] 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.*

DB-120.1 (10-17)

NYSIF
New York State Insurance Fund

1045 SEVENTH NORTH STREET, LIVERPOOL, NEW YORK 13088-6186
| nysif.com

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	CERTIFICATE HOLDER
FISCAL ADVISORS & MARKETING INC(A DELAWARE CORP) 250 SOUTH CLINTON ST, STE 502 SYRACUSE NY 132021231	CITY OF SARATOGA SPRINGS OFFICE OF RISK AND SAFTEY 474 BROADWAY SARATOGA SPRINGS NY 12866

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
S1060 780-2	921453	12/08/2020 TO 12/08/2021	12/17/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1060 780-2, 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. 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

U-26.3

From: "Stefanie Richards" <stefanie.richards@saratoga-springs.org>
To: "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>
Sent: Tuesday, January 26, 2021 2:14:37 PM
Subject: Fwd: Award of Bid for 02/02/21 Agenda: FIscal Advisor Services

Purchasing requirement's have been met.
Thank you

From: "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>
To: "Lisa Ribis" <lisa.ribis@saratoga-springs.org>
Cc: "Stefanie Richards" <stefanie.richards@saratoga-springs.org>, "Maire Masterson" <maire.masterson@saratoga-springs.org>, "John Franck" <john.franck@saratoga-springs.org>
Sent: Tuesday, January 26, 2021 2:24:24 PM
Subject: Re: Award of Bid for 02/02/21 Agenda: FIscal Advisor Services

Please place this award of bid on John's 020221 Accounts Agenda. Risk and Safety approves per the approval of Purchasing.

PRIVILEGED AND CONFIDENTIAL:

This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs Risk and Safety Department and is intended solely for the use of the individual(s) or entity to whom it has been addressed. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail.

Thank you for your cooperation.

City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway
Saratoga Springs, New York 12866
Telephone 518-587-3550 ext: 2560
Fax 518-587-6512

Award/Extension of Bid Sign-Off Form

Award of Bid
Prior to an award of bid being placed on the Accounts Department agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's commissioner/mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- the Assistant Purchasing Agent **must** review and agree the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all risk and insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached; and
- budget line item **must** be identified and indicated below.

Department That Owns Award/Extension of Bid: ___Public Works_____

Project or Item Being Awarded: __Resilient Wedge Gate Valve Bid # 2020-20_____

Vendor Who Won the Bid: __Blaire Supply Corp__

The low bid from Water Technology Resources (WTR) did not meet the bid requirement which specifies the gate valves be manufactured by Mueller. WTR manufacturers their own independent line of valves.

The next lowest bid that meets all bid requirements was submitted by Blair Supply Corp. located in Rochester NY. As such, Blair Supply should be awarded the bid.

Budget Line Item: __H3638332__ ___52000__ __1260___

Commissioner: Please add to the _February 2, 2021_ City Council Agenda, the award of bid for "_Resilient Wedge Gate Valve_" to Blaire Supply Corp.

Anthony J. Izzo — 1/27/2021
Commissioner of Public Works — Date

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

_____ _____
Assistant Purchasing Agent — Date

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

_____ _____
Director of Risk and Safety — Date

****An award/extension of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.**

Resilient Wedge Gate Valves IFB 2020-20 Bid Results

		Unit Bid	Total Bid	Delivery	Purchasing
Blair Supply Corp.	Item #1	$21,075.00	$42,150.00	6-8 wks	Meets
Kevin Murphy	Item #2	$335.00	$1,340.00		requirements.
785 Beahan Road	Item #3	$60.00	$240.00		
Rochester, NY 14624	Total Bid		$43,730.00		
sales@blairsupplyusa.com					
Ferguson Waterworks	Item #1	$22,315.74	$44,631.48	6-8 wks	Meets
Todd Woodruff	Item #2	$300.96	$1,203.84		requirements.
612 Pierce Road	Item #3	$54.39	$217.56		
Clifton Park, NY 12065	Total Bid		$46,052.88		
todd.woodruff@ferguson.com					
Core & Main LP	Item #1	$21,283.00	$42,566.00	45 days	Meets
Timothy Butler	Item #2	$320.00	$1,280.00		requirements.
14 Arch Street	Item #3	$80.00	$320.00		
Watervliet, NY 12189	Total Bid		$44,166.00		
timothy.butler@coreandmain.com					
Water Technology Resources	Item #1	$11,990.00	$23,980.00	10-12 wks	Meets
Sally Waldor	Item #2	$430.00	$1,720.00		requirements.
9201 E Bloomington Fwy Suite Z	Item #3	$90.00	$360.00		
Bloomington, MN 55420	Total Bid		$26,060.00		
sallywaldor@wtrvalves.com					

DocuSign Envelope ID: 65F4A22E-5D1F-431C-92AD-011FAF1FD927

Request for Certification of Sufficient Funds

Submittal Date: 1/27/2021

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

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

Vendor: Blaire Supply Corp

Project: Water Gear Reduction Valve

Resilient Wedge Gate Valve

Appropriation - Current Budget Expense Org/Object/Proj(s): H3638332 52000 1260

Amount Requested for Approval $43,730.00

Current Amount Available: $366,132.84 in PO 200710

DS

Transfer/Amendment Pending:

Transfer/Amendment Date _____

Department Head Signature 1/27/2021 **Date**

Certification of Sufficient Funds

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

DocuSigned by:

00CBE3FAAE9B4F8...

Commissioner of Finance 1/27/2021 **Approval Date**

BID SUBMITTAL INSTRUCTIONS

Failure to submit IFB documents as required may lead to an immediate disqualification. **In order to guard against premature opening of the bid documents, your bids must be returned and enclosed in a sealed and clearly labeled envelope as follows:**

Step One: You MUST execute and include the following documents, one original and one copy of each, with your response:

- Your response to the IFB in question
- Non-Collusive Bidding and Vendor Code of Conduct Certification

Step Two: Enclose your bid in a sealed envelope marked:

IFB #: 2020-20 - Resilient Wedge Gate Valves

Name of Bidder: Blair Supply Corp

Bid Opening: Tuesday January 19, 2021 at 2:00 p.m.

Step Three: Please return your response to this IFB to the following address:

City of Saratoga Springs
Department of Accounts
474 Broadway, Saratoga Springs, NY 12866

SPECIFICATIONS

GENERAL

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City shall consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification. It shall be the Bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
#1	2	24" Mueller A-2361 RW Gate Valve, MJxMJ, Low-Zinc Bronze Stem, Bevel Gear, RH-Open	$21075.00	$42150.00
#2	4	24" Megalug DI MJ Restraint Gland	$335.00	$1340.00
#3	4	24" Corten Blue Bolt & Gasket Pack	$60.00	$240.00

TOTAL BID IN FIGURES: $ 43730.00

TOTAL BID WRITTEN: Forty Three Thousand Seven Hundred Thirty Dollars

GUARANTEED DELIVERY DATE ARO: 6 - 8 weeks

COMPANY NAME: Blair Supply Corp

ADDRESS: 785 Beahan Rd

Rochester *(City)* NY *(State)* 14624 *(Zip)* **Phone No.** (585) 436 - 9624

E-MAIL ADDRESS: sales@blairsupplyusa.com

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Kevin A. Murphy

TITLE: President **DATE:** 1/13/21

City Saratoga Springs' NON-COLLUSIVE BIDDING CERTIFICATION: Section §139(d) State Finance Law

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

City Saratoga Springs' VENDOR CODE OF CONDUCT

The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with the Vendor. Vendors agree to provide all information requested when necessary to demonstrate compliance with this Code. To promote a working relationship with the City based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City related projects and transactions.
- Not engage in any course of conduct with City employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City any activity by a City employee or contractor, consultant or vendor of the City that is inconsistent with the City of Saratoga Springs' Code of Ethics.

At a minimum, the City requires that all vendors, suppliers and their subcontractors will meet the following standards:

- Agree to comply with all applicable local, state and federal laws, regulations, statutes, rules and procedures.
- Set working hours, wages, and NYS statutory benefits and overtime pay in compliance with applicable labor laws.
- Provide and treat workers with a safe and healthy work environment that complies with local, state and federal laws.
- No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Provide a working environment for employees to have the right to decide whether they want collective bargaining.
- Ensure that subcontractors shall operate in a manner consistent with this Code.
- Comply with all applicable environmental laws and regulations. Vendors, suppliers and subcontractors shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors, suppliers and subcontractors are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor hereby acknowledges that it has received the City Non-collusive Bidding Certification and Vendor Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein. You the Vendor acknowledge that your failure to comply with any condition, requirement, policy or procedure may result in the termination of your business relationship with the City. You the Vendor may reserve the right to terminate this agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: _____ Printed name: Kevin A. Murphy

Title: President Date: 1/13/2021

Company Name: Blair Supply Corp

Company Address: 785 Beahan Rd, Rochester, NY 14624

Subscribed to under penalty of perjury under the laws of the State of New York, this 13 day of January, 2021 as the act and deed of said corporation of partnership.

MEG KELLY
MAYOR

MICHELE D. CLARK-MADIGAN
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

ROBIN DALTON
COMM. OF PUBLIC SAFETY

JOHN FRANCK
COMM. OF ACCOUNTS

City of Saratoga Springs, NY

Invitation for Bid

Resilient Wedge Gate Valves

PREPARED BY: Albert Flick
December 28, 2020

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2020-20 – Resilient Wedge Gate Valves

Name of Bidder: _____

IFB Opening: Tuesday January 19, 2021 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866

NOTICE TO BIDDERS

The City of Saratoga Springs, New York, will receive sealed bids for Resilient Wedge Gate Valves. The sealed bid must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 474 Broadway, Saratoga Springs, New York, 12866, by Tuesday January 19, 2021 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the Invitation for Bid (IFB) may be obtained on the City's web page at www.saratoga-springs.org, under "Current Bids". There is no fee for these documents.

Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet. Addenda to the bid, when issued, will be on file in the City Clerk's Office at least five (5) days before the bid opening date. If you have obtained a bid packet through the City's web site and would like to be on record for any Addenda please email stefanie.richards@saratoga–springs.org with your name, the name of the bid packet obtained and email address.

Any questions regarding this Invitation for Bid should be directed to Stefanie Richards in writing at stefanie.richards@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed in a sealed envelope. This is a *lump* sum bid.

No Bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. A Bidder may withdraw their bid response in writing immediately following this sixty (60) day per New York State Finance Law §163(9)(e). The City reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents per New York State Finance Law §163(9)(d).

INSTRUCTIONS TO BIDDERS

1. IFB DOCUMENTS:

This document includes a complete set of the IFB specifications and required documents, which are for the convenience of Bidders and are not to be detached from the bid. ***Failure to submit the required documents at the time of bid submission may disqualify the bid submission.***

2. INTERPRETATION OR ADDENDUMS:

No oral interpretation will be made to any Bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven (7) or more days prior to the date fixed for opening of bids shall be given consideration. Every interpretation made to a Bidder shall be in the form of an Addendum to the bid, and when issued, shall be on file in the City Clerk's Office at least five (5) days before bids are opened. All Addenda shall be emailed to each person whose name and email address is on record with the City as having attained a bid packet or has attended a pre-bid meeting. All such Addenda shall become part of the bid and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. BIDS:

All bids shall be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids shall be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the Bidder. The City may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same. Purchases by the City of Saratoga Springs are not subject to any sales or federal excise taxes.

4. NON-COLLUSIVE BIDDING AND VENDOR CERTIFICATIONS:

Each Bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the **Non-Collusion and Vendor Code of Conduct Affidavit** on the form herein provided, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted.

5. CORRECTIONS:

The Bidder must initial any erasures or other changes in the bid.

6. RECEIVING BIDS:

Bids received prior to the advertised time of opening shall be securely kept, sealed. The City Clerk's Office, whose duty it is to open them, shall decide when the specified time has arrived to open bids, and no bid received thereafter will be considered. **LATE BIDS shall be rejected. E-mail or faxed bid submissions are not acceptable and shall not be considered.**

7. OPENING OF BIDS:

At the time and place fixed for the opening of bids, the City shall cause to be opened and publicly read aloud every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

8. WITHDRAWAL OF BIDS:

Bids may be withdrawn upon written request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening provided that written confirmation of withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for bid opening.

9. EVALUATION PROCESS:

After the bid opening, each Bidder's proposal will be screened for completeness and conformance with requirements for bid submission as set forth under the ***Bidders Submittal Instructions***. Written bid amounts are the legally binding bid amount with numeric bid amounts viewed as a convenience. Proposals that do not meet the City's requirements, as outlined in the IFB, may be deemed nonresponsive and given no further consideration.

10. AWARD OF CONTRACT: REJECTION OF BIDS

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

The City, however, reserves the right to:

a. reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in the City's best interest;
b. consider as not responsible any Bidder who does not habitually perform with their own forces at least fifty percent (50%) of the dollar value of the work involved in the contract;
c. award the bid, in part, on the Bidder's ability to provide timely technical assistance, part(s) replacement and service for repairs;
d. give preference to Minority Women Business Enterprise (MWBE) businesses; and/or
e. extend the contract for one (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor.

11. EQUAL EMPLOYMENT OPPORTUNITY:

The City, state and federal government have stringent requirements for ensuring that all Bidders comply with regulations requiring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Bidders will be required to abide by those requirements.

12. AMERICANS WITH DISBILITY ACT:

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

13. CIVIL RIGHTS:

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §2000d to 2000d-4) and its regulations, hereby notifies all Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement will provide the opportunity for disadvantaged business enterprises to be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

14. SEXUAL HARRASSMENT:

Every employer in the New York State is required to adopt a sexual harassment prevention policy giving all employees a legal right to a workplace free from sexual harassment. The City is committed to maintaining a workplace free from sexual harassment. Per New York State law, the City has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

15. COMPLIANCE:

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

16. UNIT PRICES {as applicable}

a. The Unit Price for each of the items in the bid shall include its prorated share of overhead and profit so that the sum of the product is obtained by multiplying the quantity shown for each item by the Unit Price bid representing the total bid. The quantities shown in the bid are approximate quantities only and are given only as a basis of calculation upon which the award of the contract is to be made. The City does not assume any responsibility that these quantities shall remain unchanged in the actual construction, and the contractor shall not plead misunderstanding or deception because of any variation between estimated and final quantities. The unit price bid shall also include an allowance for increased prices due to changed market conditions during the period of the contract. Any bid not conforming to these requirements may be rejected.
b. Bids in which the prices are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the bid submitted on any other item or items.
c. All unit price work will include the cost of performing any incidental work, not specifically covered by the unit description, but necessary and/or convenient for the completion of the unit price work.
d. Prices quoted herein will remain in effect for the contract period of one (1) year from date of award.
e. All prices shall be quoted as ***delivered*** to the City.

CITY HALL --
DEPARTMENT SUITE NUMBERS

Lake Ave	
Suite:	
#5-5A	Police Department
	Public Safety
	Code Enforcement
474 Broadway	
Suite:	
11	Mayor
12	DPW
13	Engineering
14	Accounts
15	Finance
21	City Attorney & HR
31	Civil Service
32	Building
32	Planning
32	OPED
32	Community Development
33	County Supervisors

City of Saratoga Springs

OFFICE OF COMMISSIONER OF FINANCE

MICHELE D. CLARK-MADIGAN
COMMISSIONER OF FINANCE

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

DEIRDRE O'DWYER-LADD
Deputy Commissioner

CHRISTINE A. GILLMETT-BROWN
Director of Finance

LAURA TOWNSEND
Receiver of Taxes

KAMERON D. KLIPPEL
Payroll Administrator

YVETTE SHAVER
Finance Department Assistant

2021 Annual Tax Resolution

February 2, 2021

RESOLVED, that the City of Saratoga Springs, New York on this 2nd day of February, 2021 at 7:00 PM adopt and confirm the 2021 Tax Roll carrying a levy on the inside district of $11,551,594.78 for the City and $7,013,111.88 for the County; total Inside District levy $18,564,706.66. Levy on the Outside District of $9,590,168.20 for the City and $5,877,979.61 for the County; total Outside District levy of $15,468,147.81 making a total tax levy of $34,032,854.47 and that the Commissioner of Finance be authorized to collect such a levy computed at the following rates per one thousand dollars of assessed valuation.

INSIDE DISTRICT RATES	
CITY	$6.4331
COUNTY	$3.897426
OUTSIDE DISTRICT RATES	
CITY	$6.3714
COUNTY	$3.897426

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the relevy of the 2020 Utility Tax in the amount of $575,794.57.

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the 2021 Omitted Tax in the amount of $13,875.23 for the City and $7,777.27 for the County; total Omitted Tax of $21,652.50.

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the 2021 Saratoga Lake Special Improvement Tax for the Saratoga Lake Improvement District in the amount of $109,448.14

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the 2021 Special Assessment Tax for the Saratoga Springs Special Assessment District in the amount of $138,262.02.

City of Saratoga Springs
OFFICE OF COMMISSIONER OF FINANCE

MICHELE D. CLARK-MADIGAN
COMMISSIONER OF FINANCE

474 Broadway - City Hall
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Payroll Administrator

YVETTE SHAVER
Finance Department Assistant

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the 2021 West Ave Special District Tax for the Saratoga Springs West Ave Special District in the amount of $51,003.03.

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the 2021 Gilbert Rd Water District Tax for the Saratoga Springs Gilbert Rd Water District in the amount of $17,342.00.

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the 2021 Gilbert Rd II Water District Tax for the Saratoga Springs Gilbert Rd II Water District in the amount of $3,015.00.

TOTAL 2021 TAX ROLL $34,949,371.73

City of Saratoga Springs, NY Contract

City Project Number: _____ **City Project Name:** **BOND COUNSEL**
City Department: FINANCE **Department Contact Person:** **CHRISTINE GILLMETT-BROWN** **City Ext. 2564**
Company Name: **WALSH & WALSH, LLP**
Company Address: **42 LONG ALLEY SARATOGA SPRINGS, NY 12866**
Company Telephone No.: **518.583.0171** **Company Fax No.:** _____
Vendor and/or Service Provider Primary Contact: **JOAN B. BLEIKAMP, ESQ.** **Title.: 518.583.1025 Partner**

Primary Contact Email: **jbleikamp@spalaw2.com**
Service to be Provided: **BOND COUNSEL**
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **_BOND COUNSEL**_____, the Vendor and/or Service Provider submitted proposals dated **_JANUARY 12, 2021**____ (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 **FOR A TERM OF THREE YEARS.** Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.

3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed __**FEES BASED ON THE FEE SCHEDULE, PROVIDED IN EXHIBIT A, EFFECTIVE FOR A THREE YEAR PERIOD, SUBJECT TO ADDITIONAL SERVICE REQUESTS, SUBJECT TO APPROPRIATIONS**.___, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.

4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Commissioner of **_FINANCE**_____ is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is **_JOAN B. BLEIKAMP, ESQ.** Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

   To the City: **Commissioner of Finance, City Saratoga Springs, 474 Broadway, Office of Finance, Suite 15, Saratoga Springs, NY 12866**

   With a copy to: **City Attorney, City Saratoga Springs, 474 Broadway, Suite 21, Saratoga Springs, NY 12866**

   To Vendor and/or Service Provider: **Joan B. Bleikamp, Esq.**
   Walsh & Walsh, LLP
   42 Long Alley
   Saratoga Springs, NY 12866

5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all

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 effectIf the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.~~

F. ~~For **software and technology projects:**~~
   - ~~**Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;~~
   - ~~**Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;~~
   - ~~**Cyber Liability Insurance:** Five Million Dollars per occurrence aggregate;~~
   - ~~**Excess Insurance:** Five Million Dollars per Occurrence Aggregate;~~
   - ~~**Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND~~
   - ~~**NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.~~

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

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

11. **Compliance with Federal and State Regulations**: The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.

12. **NYS DOL Sexual Harassment Regulatory Requirements**: All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City

of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

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

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

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

    The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.

17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
    a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
    c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).

19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.

23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.

24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.

26. **Modification:** This Agreement may be modified only by a writing signed by both parties.

27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: _____ **Date:** 1/27/21

Print Name: Joan B. Bleikamp **Title:** Partner

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.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Vendor and/or Service Provider Signature: Joan B. Bleikamp **Date:** 1/27/21

Print Name: Joan B. Bleikamp **Title:** Partner

EXHIBIT A

RESPONSE TO

RFP #: 2020-18 – BOND COUNSEL

Name of Bidder: Walsh & Walsh, LLP

RFP Opening: Tuesday, January 12, 2021 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:

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

The principal author of this proposal is as follows:

Joan B. Bleikamp, Esq.
Walsh & Walsh, LLP
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 was a member of the Executive Committee of the Real Property Law Section of the New York State Bar Association from 1994 until 2018, was the State-wide Co-Chair of the Section's Condominiums and Cooperatives Committee from 1996 until 2006 and was the Co-Chair of the Section's Continuing Legal Education Committee from 2006 until 2016.

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

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

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

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

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

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

2. Walsh & 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, 2016 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. Dana Wood
School Business Administrator
Lake Placid Central School District
50 Cummings Road
Lake Placid, New York 12946
(518) 523-2475
dwood@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 is a resident of the City and is familiar with the financing issues facing the City.

7. The level of malpractice insurance carried by Walsh & 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, budget note or deficiency note issue (including resolutions)	$1,500
Application for sewer debt exclusion	$450
Installment purchase contract (including resolutions)	$2,700-$4,500, depending upon complexity
Advance refunding of serial bonds (including resolutions)	$7,500 per issue refunded

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

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

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

EXHIBIT A

MUNICIPAL FINANCE TRANSACTIONS SINCE JANUARY 1, 2016
IN WHICH WALSH & WALSH, LLP HAS ACTED AS COUNSEL

DATE OF ISSUE	ISSUER (STATE)	TITLE OF OBLIGATIONS	AMOUNT (000'S)	ROLE
12/11/20	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2020 (Renewal)	$ 60.0	Bond Counsel
12/10/20	City of Saratoga Springs (NY)	Tax Anticipation Note, 2020	$ 5,000.0	Bond Counsel
10/6/20	Town of Wells (NY)	Revenue Anticipation Note, 2020	$ 705.0	Bond Counsel
9/18/20	Town of Wells (NY)	Bond Anticipation Note for Purchase of Plow Truck, 2020 (Renewal)	$ 51.2	Bond Counsel
8/25/20	City of Saratoga Springs (NY)	Public Improvement Refunding (Serial) Bonds, 2020	$ 6,180.0	Bond Counsel
8/14/20	Town of Wells (NY)	Bond Anticipation Note for Purchase of Ambulance, 2020 (Renewal)	$ 18.4	Bond Counsel
6/25/20	Lake Placid Central School District (NY)	Bond Anticipation Notes, 2020	$18,565.2	Bond Counsel
6/24/20	Village of Stamford (NY)	Bond Anticipation Notes, 2020	$ 2,564.0	Bond Counsel
6/18/20	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2020	$ 279.9	Bond Counsel
6/18/20	City of Saratoga Springs (NY)	Tax Anticipation Notes, 2020	$ 6,300.0	Bond Counsel
6/18/20	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2020	$ 7,428.1	Bond Counsel
6/4/20	Town of Stillwater (NY)	Bond Anticipation Notes, 2020 (Renewals)	$ 5,340.0	Bond Counsel

DATE OF ISSUE	ISSUER (STATE)	TITLE OF OBLIGATIONS	AMOUNT (000'S)	ROLE
5/15/20	Stillwater Fire District (NY)	Bond Anticipation Note for Construction of New Fire Station – 2020	$ 1,200.0	Bond Counsel
5/1/20	Town of North Elba (NY)	Statutory Installment Bond (Tandem Truck Serial Bond – 2020)	$ 225.0	Bond Counsel
4/15/20	Village of Ballston Spa (NY)	Statutory Installment Bond (Fire Apparatus Serial Bond – 2020)	$ 1,159.4	Bond Counsel
2/14/20	Village of Hudson Falls (NY)	Bond Anticipation Note for Courthouse Restoration – 2020	$ 717.0	Bond Counsel
1/16/20	Town of North Elba (NY)	E.F.C. Drinking Water Facility Note – 2020	$ 885.0	Bond Counsel
12/30/19	Village of Ballston Spa (NY)	Statutory Installment Bond (General Obligations Refunding Serial Bond – 2019)	$ 603.8	Bond Counsel
12/12/19	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2019 (Renewal)	$ 70.0	Bond Counsel
11/18/19	Town of Pittsfield (NY)	Revenue Anticipation Note – 2019	$ 150.0	Bond Counsel
10/17/19	Village of Hancock (NY)	E.F.C. Drinking Water Facility Note – 2019	$ 1,600.0	Bond Counsel
9/20/19	Town of Wells (NY)	Bond Anticipation Note for Purchase of Plow Truck, 2019 (Renewal)	$ 76.8	Bond Counsel
9/12/19	Hemstreet Park Fire District #4 (NY)	Fire District Serial Bonds – 2019	$ 278.0	Bond Counsel
8/21/19	Lake Placid Central School District (NY)	Bond Anticipation Notes, 2019 Series B	$ 6,770.0	Bond Counsel

DATE OF ISSUE	ISSUER (STATE)	TITLE OF OBLIGATIONS	AMOUNT (000'S)	ROLE
8/15/19	Town of Wells (NY)	Bond Anticipation Note for Purchase of Ambulance, 2019 (Renewal)	$ 36.8	Bond Counsel
7/31/19	Lake Placid Central School District (NY)	Bond Anticipation Notes, 2019 (Renewals)	$ 750.0	Bond Counsel
6/26/19	Village of Stamford (NY)	Bond Anticipation Notes, 2019	$ 2,574.0	Bond Counsel
6/20/19	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2019	$ 9,809.8	Bond Counsel
6/18/19	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2019	$ 243.5	Bond Counsel
6/14/19	Village of Whitehall (NY)	Sewer System (USDA) Bonds, 2019	$ 709.5	Bond Counsel
6/5/19	Town of Stillwater (NY)	Bond Anticipation Notes, 2019 (Renewals)	$ 5,395.0	Bond Counsel
4/29/19	Town of Wells (NY)	Tax-Exempt Lease/Purchase Agreement	$ 83.8	Bond Counsel
4/1/19	Village of Walton (NY)	Statutory Installment Bond (Wastewater Treatment Plant Serial Bond – 2019)	$ 100.0	Bond Counsel
3/28/19	Town of Delhi (NY)	Bond Anticipation Note for Purchase of Tandem Snowplow – 2019	$ 160.0	Bond Counsel
3/15/19	Town of Plainfield (NY)	Statutory Installment Bond (Highway Equipment Serial Bond – 2019)	$ 200.0	Bond Counsel
3/4/19	Town of North Elba (NY)	Statutory Installment Bond (Equipment Purchase Serial Bond – 2019)	$ 230.0	Bond Counsel

DATE OF ISSUE	ISSUER (STATE)	TITLE OF OBLIGATIONS	AMOUNT (000'S)	ROLE
2/28/19	Village of Lake Placid (NY)	Public Improvement (Serial) Bonds, 2019	$ 2,400.0	Bond Counsel
2/8/19	Town of Shandaken (NY)	Revenue Anticipation Note – 2019	$ 1,000.0	Bond Counsel
1/29/19	Village of Hancock (NY)	Bond Anticipation Note for Water System Improvements – 2019	$ 250.0	Bond Counsel
12/13/18	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2018 (Renewal)	$ 80.0	Bond Counsel
11/8/18	Village of Lake Placid (NY)	E.F.C. Drinking Water Facility Note – 2018	$ 1,800.0	Bond Counsel
10/31/18	Village of Lake Placid (NY)	Bond Anticipation Notes, 2018	$ 990.0	Bond Counsel
9/21/18	Town of Wells (NY)	Bond Anticipation Note for Purchase of Plow Truck, 2018 (Renewal)	$ 102.4	Bond Counsel
8/16/18	Town of Wells (NY)	Bond Anticipation Note for Purchase of Ambulance, 2018 (Renewal)	$ 55.2	Bond Counsel
8/1/18	Lake Placid Central School District (NY)	Bond Anticipation Notes, 2018	$ 750.0	Bond Counsel
7/5/18	Town of Delhi (NY)	Bond Anticipation Note for Construction of Delhi Aquatic Center – 2018	$ 1,000.0	Bond Counsel
6/27/18	Village of Stamford (NY)	Bond Anticipation Notes, 2018	$ 2,579.1	Bond Counsel
6/21/18	Town of Stillwater (NY)	Public Improvement (Serial) Bonds, 2018	$ 3,992.6	Bond Counsel
6/20/18	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2018	$ 6,777.5	Bond Counsel

DATE OF ISSUE	ISSUER (STATE)	TITLE OF OBLIGATIONS	AMOUNT (000'S)	ROLE
6/18/18	City of Saratoga Springs (NY)	Public Improvement Refunding (Serial) Bonds, 2018	$ 6,260.0	Bond Counsel
6/7/18	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2018 (Federally Taxable)	$11,900.0	Bond Counsel
6/6/18	Town of Stillwater (NY)	Bond Anticipation Notes, 2018 (Renewals)	$ 5,450.0	Bond Counsel
5/24/18	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2018	$ 239.9	Bond Counsel
5/3/18	Town of North Elba (NY)	Public Improvement (Serial) Bonds, 2018	$ 1,580.0	Bond Counsel
5/1/18	Village of Walton (NY)	Statutory Installment Bond (Sewer/Water Improvements Refunding Serial Bond – 2018)	$ 436.0	Bond Counsel
4/27/18	Town of Wells (NY)	Tax-Exempt Lease/Purchase Agreement	$ 150.5	Bond Counsel
4/4/18	Village of Walton (NY)	Bond Anticipation Note for Wastewater Treatment Plant Improvements – 2018	$ 150.0	Bond Counsel
3/30/18	Town of Shandaken (NY)	Revenue Anticipation Note – 2018 (Renewal)	$ 1,900.0	Bond Counsel
3/16/18	Village of Lake Placid (NY)	Public Improvement (Serial) Bonds, 2018	$ 950.0	Bond Counsel
1/25/18	Village of Lake Placid (NY)	E.F.C. Clean Water Facility Note – 2018 A	$ 4,446.9	Bond Counsel
12/15/17	Town of Deposit (NY)	Dump Truck Serial Bonds – 2017	$ 80.9	Bond Counsel
12/14/17	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2017 (Renewal)	$ 90.0	Bond Counsel

DATE OF ISSUE	ISSUER (STATE)	TITLE OF OBLIGATIONS	AMOUNT (000'S)	ROLE
9/22/17	Town of Wells (NY)	Bond Anticipation Note for Purchase of Plow Truck, 2017	$ 128.0	Bond Counsel
8/30/17	Village of Walton (NY)	Statutory Installment Bond (Biogas Anaerobic Digester Serial Bond – 2017)	$ 478.0	Bond Counsel
8/17/17	Town of Wells (NY)	Bond Anticipation Note for ~~Purchase of Ambulance, 2017~~ (Renewal)	$ 73.6	Bond Counsel
7/20/17	Duanesburg Central School District (NY)	Bond Anticipation Notes, 2017	$13,621.2	Bond Counsel
7/6/17	Wells Fire District No. 1 (NY)	Statutory Installment Bond (Fire Truck Serial Bond – 2017)	$ 275.0	Bond Counsel
6/29/17	Village of Stamford (NY)	Bond Anticipation Notes, 2017	$ 1,300.0	Bond Counsel
6/23/17	Town of Stillwater (NY)	Statutory Installment Bond (Van Ness Road Reconstruction Project Serial Bond – 2017)	$ 1,240.0	Bond Counsel
6/23/17	Town of Stillwater (NY)	Bond Anticipation Note for Brown's Beach Acquisition and Improvement – 2017 (Renewal)	$ 4,045.0	Bond Counsel
6/22/17	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2017	$ 7,881.5	Bond Counsel
6/8/17	Town of Stillwater (NY)	Bond Anticipation Notes, 2017 (Renewals)	$ 5,500.0	Bond Counsel
5/18/17	Town of North Elba (NY)	Public Improvement (Serial) Bonds, 2017	$ 260.0	Bond Counsel
5/1/17	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2017	$ 227.6	Bond Counsel

DATE OF ISSUE	ISSUER (STATE)	TITLE OF OBLIGATIONS	AMOUNT (000'S)	ROLE
4/27/17	Village of Walton (NY)	Bond Anticipation Note for Biogas Anaerobic Digester Project – 2017 (Renewal)	$ 617.5	Bond Counsel
3/31/17	Town of Shandaken (NY)	Revenue Anticipation Note – 2017 (Renewal)	$ 2,500.0	Bond Counsel
3/29/17	Village of Walton (NY)	Statutory Installment Bond (Water Meters Serial Bond – 2017)	$ 163.4	Bond Counsel
1/25/17	Village of Lake Placid (NY)	Public Improvement (Serial) Bonds, 2017	$ 2,500.0	Bond Counsel
1/6/17	Village of Walton (NY)	Statutory Installment Bond (Wastewater Treatment Plant Serial Bond – 2017)	$ 1,370.0	Bond Counsel
12/15/16	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2016 (Renewal)	$ 100.0	Bond Counsel
12/14/16	City of Saratoga Springs (NY)	Bond Anticipation Note, 2016	$ 1,165.0	Bond Counsel
11/17/16	Village of Lake Placid (NY)	Public Improvement Refunding (Serial) Bonds, 2016	$ 4,245.0	Bond Counsel
11/10/16	Village of Walton (NY)	Bond Anticipation Note for Wastewater Treatment Plant Press – 2016 (Renewal)	$ 260.0	Bond Counsel
11/4/16	Village of Walton (NY)	Bond Anticipation Note for Wastewater Treatment Plant Improvements – 2016 (Renewal)	$ 1,110.0	Bond Counsel
11/1/16	Berkshire Fire District (NY)	Fire District (Serial) Bonds, 2016	$ 258.0	Bond Counsel
9/9/16	Town of North Elba (NY)	Statutory Installment Bond (Toboggan Chute Serial Bond – 2016)	$ 300.0	Bond Counsel

DATE OF ISSUE	ISSUER (STATE)	TITLE OF OBLIGATIONS	AMOUNT (000'S)	ROLE
8/18/16	Town of Wells (NY)	Bond Anticipation Note for Purchase of Ambulance, 2016	$ 92.0	Bond Counsel
8/18/16	Town of Shandaken (NY)	Revenue Anticipation Note – 2016	$ 2,500.0	Bond Counsel
8/12/16	Village of Lake Placid (NY)	Bond Anticipation Note for Electric Department Projects – 2016	$ 132.0	Bond Counsel
7/21/16	Duanesburg Central School District (NY)	Bond Anticipation Notes, 2016	$11,000.0	Bond Counsel
7/15/16	Town of Wells (NY)	Statutory Installment Bond (Lake Algonquin Dam Repairs Serial Bond – 2016)	$ 325.0	Bond Counsel
6/24/16	Town of Stillwater (NY)	Bond Anticipation Note for Van Ness Road Reconstruction Project and Brown's Beach Acquisition and Improvement – 2016 (Renewal)	$ 5,500.0	Bond Counsel
6/22/16	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2016	$ 3,029.3	Bond Counsel
6/8/16	Town of Stillwater (NY)	Bond Anticipation Notes, 2016	$ 5,500.0	Bond Counsel
4/28/16	Village of Walton (NY)	Bond Anticipation Note for Biogas Anaerobic Digester Project – 2016 (Renewal)	$ 650.0	Bond Counsel
4/15/16	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2016	$ 145.0	Bond Counsel
3/30/16	Village of Walton (NY)	Bond Anticipation Note for Water Meters – 2016	$ 250.0	Bond Counsel
3/18/16	Village of Lake Placid (NY)	Bond Anticipation Notes, 2016	$ 794.0	Bond Counsel

DATE OF ISSUE	ISSUER (STATE)	TITLE OF OBLIGATIONS	AMOUNT (000'S)	ROLE
2/26/16	Village of Whitehall (NY)	Public Improvement (Serial) Bonds, 2016	$ 1,977.0	Bond Counsel
2/17/16	Village of Nassau (NY)	Statutory Installment Bond (Water Storage Tank Refunding Serial Bond – 2016)	$ 395.0	Bond Counsel
1/29/16	Town of North Elba (NY)	Statutory Installment Bond ~~(Dump Truck and Pickup~~ Trucks Serial Bond – 2016)	$ 250.0	Bond Counsel

PART 2

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City may consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the Bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

TOTAL BID IN FIGURES THREE (3) YEARS: $ See attached

TOTAL BID WRITTEN THREE (3) YEARS:

TOTAL BID IN FIGURES ONE (1) YEAR: $ See attached

TOTAL BID WRITTEN ONE (1) YEAR:

COMPANY NAME: Walsh & Walsh, LLP

ADDRESS: 42 Long Alley

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

E-MAIL ADDRESS: jbleikamp@spalaw2.com

AUTHORIZED SIGNATURE: Joan B. Bleikamp

PRINTED NAME: Joan B. Bleikamp

TITLE: Partner **DATE:** 1/5/21

Our fee proposal is as follows:

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

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

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

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

PART 3

City Saratoga Springs' NON-COLLUSIVE BIDDING CERTIFICATION: Section §139(d) State Finance Law

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

City Saratoga Springs' VENDOR CODE OF CONDUCT

The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with the Vendor. Vendors agree to provide all information requested when necessary to demonstrate compliance with this Code. To promote a working relationship with the City based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City related projects and transactions.
- Not engage in any course of conduct with City employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City any activity by a City employee or contractor, consultant or vendor of the City that is inconsistent with the City of Saratoga Springs' Code of Ethics.

At a minimum, the City requires that all vendors, suppliers and their subcontractors will meet the following standards:

- Agree to comply with all applicable local, state and federal laws, regulations, statutes, rules and procedures.
- Set working hours, wages, and NYS statutory benefits and overtime pay in compliance with applicable labor laws.
- Provide and treat workers with a safe and healthy work environment that complies with local, state and federal laws.
- No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Provide a working environment for employees to have the right to decide whether they want collective bargaining.
- Ensure that subcontractors shall operate in a manner consistent with this Code.
- Comply with all applicable environmental laws and regulations. Vendors, suppliers and subcontractors shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors, suppliers and subcontractors are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor hereby acknowledges that it has received the City Non-collusive Bidding Certification and Vendor Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein. You the Vendor acknowledge that your failure to comply with any condition, requirement, policy or procedure may result in the termination of your business relationship with the City. You the Vendor may reserve the right to terminate this agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: _____ Printed name: Joan B. Bleikamp

Title: Partner Date: 1/5/21

Company Name: Walsh & Walsh, LLP

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

Subscribed to under penalty of perjury under the laws of the State of New York, this 5th day of January, 2021 as the act and deed of said corporation of partnership.

PART 4

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

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 contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction

of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

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

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

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

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

Consultant Signature: _____ **Date:** 1/5/21

PART 5

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	CONTACT NAME: Patricia J. Durocher	
Amsure 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866	PHONE (A/C, No, Ext): 518 584-5300	FAX (A/C, No): 5185847306
	E-MAIL ADDRESS: pdurocher@amsureins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Walsh & Walsh LLP 42 Long Alley Saratoga Springs, NY 12866	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 :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5304089	01/01/2021	01/01/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X 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
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			5304091	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Drive Oth Car							$
B	X UMBRELLA LIAB X OCCUR			5304097	01/01/2021	01/01/2022	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			5304093	01/01/2021	01/01/2022	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

City of Saratoga Springs
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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PJD

NEW YORK STATE | 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

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

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:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] 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)

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.

DB-120.1 (10-17)

NEW YORK STATE | 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 Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs, NY 12866 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 [ ] included. (Only check box if all partners/officers included) [X] 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 [X] 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.

City of Saratoga Springs, NY Contract

City Project Number: _____ **City Project Name:** **FINANCIAL ADVISORY SERVICES**
City Department: FINANCE **Department Contact Person:** **CHRISTINE GILLMETT-BROWN** **City Ext. 2564**
Company Name: **FISCAL ADVISORS & MARKETING, INC**
Company Address: **63 PUTNAM STREET, SUITE 202 SARATOGA SPRINGS, NY 12866**
Company Telephone No.: **518.541.3861** **Company Fax No.:** _____
Vendor and/or Service Provider Primary Contact: **JEANINE RODERS CARUSO** **Title:** **CHIEF EXECUTIVE OFFICER/ MUNICIPAL ADVISOR**
Primary Contact Email: **jcaruso@fiscaladvisors.com**
Service to be Provided: **FISCAL ADVISORY SERVICES**
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **_FISCAL ADVISORY SERVICES_____**, the Vendor and/or Service Provider submitted proposals dated **_JANUARY 12, 2021____** (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 **FOR A TERM OF THREE YEARS**. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.

3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed __**SIXTEEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($16,200.00) per year/FORTY-EIGHT THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($48,600.00) per three years, BASED ON THE FEE SCHEDULE PROVIDED IN EXHIBIT A, SUBJECT TO ADDITIONAL SERVICE REQUESTS, SUBJECT TO APPROPRIATIONS**.___, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.

4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Commissioner of **_FINANCE_____** is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is __**JEANINE RODERS CARUSO, Chief Executive Officer/Municipal Advisor.** Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

   To the City: **Commissioner of Finance, City Saratoga Springs, 474 Broadway, Office of Finance, Suite 15, Saratoga Springs, NY 12866**

   With a copy to: **City Attorney, City Saratoga Springs, 474 Broadway, Suite 21, Saratoga Springs, NY 12866**

   To Vendor and/or Service Provider: **Jeanine Roders Caruso, Chief Executive Officer/Municipal Advisor**
   63 Putnam Street, Suite 202
   Saratoga Springs, Ny 12866

5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all

necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not 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 effectIf the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.~~

F. ~~For **software and technology projects**:~~
- ~~**Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate*;*~~
- ~~**Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;~~
- ~~**Cyber Liability Insurance:** Five Million Dollars per occurrence aggregate;~~
- ~~**Excess Insurance:** Five Million Dollars per Occurrence Aggregate;~~
- ~~**Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND~~
- ~~**NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.~~

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

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

11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.

12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City

of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

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

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

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

    The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.

17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
    a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
    c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).

19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.

23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.

24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.

26. **Modification:** This Agreement may be modified only by a writing signed by both parties.

27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: Jeanine R. Caruso **Date:** 1/26/2021

Print Name: JEANINE R. CARUSO **Title:** CEO/MUNICIPAL ADVISOR

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.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Vendor and/or Service Provider Signature: _____ **Date:** _____
Print Name: _____ **Title:** _____

20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.

23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.

24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.

26. **Modification:** This Agreement may be modified only by a writing signed by both parties.

27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: Jeanine R. Caruso **Date:** 1/26/2021

Print Name: JEANINE R. CARUSO **Title:** CEO/MUNICIPAL ADVISOR

City of Saratoga Springs' Signature: _____ **Date:** _____

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

EXHIBIT A

PROPOSAL TO

CITY OF SARATOGA SPRINGS, NEW YORK

For Financial Advisory Services

FISCAL ADVISORS & MARKETING, INC.

Municipal Advisors to Local Governments

January 12, 2021

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
CEO, Municipal Advisor
Fiscal Advisors & Marketing, Inc.
63 Putnam Street, Suite 202
Saratoga Springs, New York 12866
(518) 541-3861 phone
(315) 752-0057 fax
e-mail: jcaruso@fiscaladvisors.com

Additional Members of financing team contact information:
Back up Financial Advisor:
Andrew Watkins
Fiscal Advisors & Marketing, Inc.
250 South Clinton Street, Suite 502
Syracuse, New York 13202
(315)752-0051 x324 phone
(315)752-0057 fax
e-mail: awatkins@fiscaladvisors.com

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
Chief Executive Officer, Municipal Advisor

Capital Region Office
63 Putnam Street, Suite 202
Saratoga Springs, NY 12866
Ph. (518) 541-3861
F: (315) 752-0057
jcaruso@fiscaladvisors.com

Ms. Caruso is a Series 50 Qualified Municipal Advisor Representative, a Certified Independent Professional Municipal Advisor (CIPMA), Chief Executive Officer of Fiscal Advisors, and a Past President of the National Association of Municipal Advisors (NAMA). As part of her involvement with NAMA, Ms. Caruso traveled to Washington, D.C. to meet with SEC, MSRB and legislative leaders regarding the regulation of municipal advisors. She has been a participant in the MSRB's "Municipal Market Roundtable" and quoted in The Bond Buyer.

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

Ms. Caruso is a member of National Association of Municipal Advisors (NAMA), the New York Government Finance Officers' Association (NYGFOA), where she serves on the Northeast Council and the Capital Region Chapter of the Association of School Business Officials of New York (ASBO New York).

Ms. Caruso earned an MBA degree in Financial Management from the Lubin Graduate School of Business at Pace University (NYC) and a BA degree in Communications with minors in Business Administration and Computer Science from the State University of New York at Albany.

Andrew Watkins
Financial Analyst/
Municipal Advisor

250 South Clinton Street
Suite 502
Syracuse, NY 13202
Ph. (315) 752-0051, Ext. 302
awatkins@fiscaladvisors.com

Mr. Watkins joined Fiscal Advisors & Marketing, Inc. in August 2017 and is a Series 50 Qualified Municipal Advisor Representative. He currently assists with the marketing of bond and note issues, which include the preparation of Official Statements, finalization of bid proposals and delivery of proceeds.

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

In 2009, Mr. Watkins earned a Bachelor of Arts degree from Colgate University in Hamilton, New York. More recently, in 2016, Mr. Watkins earned a Master of Business Administration with a concentration in Finance from Stony Brook University in Stony Brook, New York.

3. *Describe your company, including profile, experience and background, branch offices (if any), number of 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, in number of issues brought to market.

With four offices across New York State, ***FA*** professionals are readily available to attend work sessions, public hearings and board meetings. ***FA***'s Corporate Headquarters office is located in the Central New York Region (Syracuse metropolitan area) and the three regional offices are located in the **Capital Region (Saratoga Springs)**, Western New York Region (LeRoy), and the Hudson Valley Region (Hopewell Junction).

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
- REFUNDINGS

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 uniquely qualified 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 number 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 marketplace 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. 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.

Membership in appropriate professional organizations:

Fiscal Advisors is a registered Municipal Advisor. Our Securities and Exchange Commission ID number is 867-00538-00 and our Municipal Securities Rulemaking Board ID number is K0191.

In addition, ***FA*** and its municipal advisors are members of the National Association of Municipal Advisors (NAMA) and carry the Certified Independent Professional Municipal Advisor (CIPMA) designation and are recognized as having achieved codified professional requirements and standards of conduct in the public finance industry. ***FA*** and its municipal advisors are also members of NYSAC and New York GFOA.

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.

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

We have provided a list of our financings for the year 2020. We used a list of issues with a Par Amount of $2,000,000 to $10,000,000 in Appendix A, attached hereto. We highlighted the issues in Saratoga County. In addition to this list, we had two large issues in Saratoga County: $22,193,185 for the Burnt Hills-Ballston Lake CSD and $53,520,000 for the South Glens Falls CSD. The chart on the following page illustrates the clients in Saratoga County that we have served over the years as Financial Advisor.

Ballston, Town of	Mechanicville CSD
Ballston Spa CSD	Milton, Town of
Burnt Hills-Ballston Lake CSD	Northside Fire District
Burnt Hills Fire District	Saratoga County
Charlton, Town of	Saratoga County Sewer District
Charlton Fire District	Saratoga Springs
Clifton Park, Town of	Saratoga, Town of
Clifton Park-Halfmoon Library District	Schuylerville, V/O
Clifton Park Water Authority	South Glens Falls CSD
Corinth, V/O	Stillwater, Town of
Corinth CSD	Stillwater Fire District
Halfmoon Fire Districts (2 districts)	Victory, V/O
Halfmoon, Town of	Vischer Ferry Fire District
Jonesville Fire District	Wilton, Town of
Malta, Town of	Wilton Fire District

We have provided three City client references below:

Honorable Darius Shahinfar, Comptroller
Mr. Ken Bennett, Deputy Comptroller
City of Albany
City Hall-Room 109
Albany, New York 12207
Phone: (518) 434-5036
dshahinfar@albanyny.gov
kbennett@albanyny.gov

Mr. Anthony Ferrari
Commissioner of Finance
City of Schenectady
City Hall, Room 103
105 Jay Street
Schenectady, NY 12305
Phone: (518)382-5011
AFerrari@Schenectadyny.gov

Mr. Andrew Piotrowski
City Comptroller
City of Troy
433 River Street
Troy City Hall
Troy, New York 12180
Phone: (518) 279-7103
andrew.piotrowski@troyny.gov

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 very important sale and market information that a municipality needs during the sale process. In addition, we have contacts at the large investment banking firm trading desks that are cooperative when we have questions or need market information throughout the sale process. There are also many helpful on-line resources like Bloomberg and Municipal Market Data that we are able to access if needed.

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

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

7. *Disclose any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of your 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 and the on-line bidding platform site.

- Prepare comprehensive debt payment schedules tailored to the fiscal year of the City and distribute to appropriate parties.

BOND ISSUES:

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

- Meet with appropriate officials to formulate and discuss the Financial Plan including the preparation of preliminary maturity schedules with an estimate of the interest cost and impact on tax rates.

- Provide a chronological Calendar of Events for necessary financial and legal items to be accomplished in conjunction with the financing.

- Provide advice on the implications of the Local Finance Law, and Tax Reform Act of 1986 as they relate to the structure and timing of the financing for the capital projects.

- Advise on the length of the maturity schedule for the serial bonds and the dollar size of the issue based on Federal and State Regulations and upon market conditions.

- Prepare, where appropriate, a consolidated maturity schedule for submission to both the City and Bond Counsel for approval.

- Gather the information necessary to create a Preliminary Official Statement from annual reports and other documents, and by interviewing administrators as necessary, in compliance with the Official Compilation of Codes, Rules and Regulations of the State of New York, the Local Finance Law and the Securities and Exchange Commission's Rule 15c2-12.

- Review overlapping/underlying debt of other units of local government for the Official Statement and acquire pertinent information through requests to the governments and the offices of the State Comptroller as required.

- Coordinate activities of the proposed financing with the City, the City's Attorney and Bond Counsel.

- Submit required documentation to the Rating Agencies (Moody's and/or Standard & Poor's) and follow-up to support issuance of the best possible credit rating for the Serial Bond issue. Arrange and coordinate meetings with the Rating Agencies if 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 and the on-line bidding platform.

- Act as a point of contact in the financial industry to clarify any potential uncertainties on the part of the potential underwriters.

- Prepare and file the executed Debt Statement with the New York State Comptroller's Office - Department of Audit & Control.

- Arrange for the legal advertisement of the Summary Notice of Bond Sale in the "The Bond Buyer" and the local newspaper in compliance with the Official Compilation of Codes, Rules and Regulations of the State of New York, the Local Finance Law and the Securities and Exchange Commission's Rule 15c2-12.

- Recommend the date and time of the sale. Conduct the Sale and recommend acceptance or rejection of the bids based on compliance with the bidding instructions. Verify the Net Interest Cost and advise on the award of the bid.

- Arrange all applicable details for the delivery of the issue, including the acquisition of CUSIP (Committee on Uniform Security Identification Procedures) numbers. Coordinate the arrangements of delivery for book-entry-only issues with The Depository Trust Company (DTC) or in physical form locally. Coordinate the responsibilities at the time of closing among DTC, the purchaser(s), the City's bank and Bond Counsel. Provide written wire-transfer directions to the underwriter for depositing the proceeds into the City's bank account on the day of closing.

- Confirm the accuracy of the Federal Funds wire transfer credit advice and the bank reference number of the wire transfer. Coordinate the deposit of the "Sure-Bid" good faith payment (2% of the Issue amount).

- Coordinate, where appropriate and requested by the City, the payoff of any Bond Anticipation Notes with the Serial Bond proceeds.

- Prepare Final Official Statements for distribution by the Underwriter in the secondary market as required by Securities and Exchange Commission Rule 15c2-12.

- Assist the printing firm to post the Final Official Statements on the ***FA*** website.

- Prepare comprehensive debt service schedules tailored to the fiscal year of the City and distribute to appropriate parties, and advise concerning the procedures for paying debt service, upon request.

- Provide the necessary information to Bond Counsel so they can prepare the necessary tax forms to be filed with the appropriate tax authorities relating to the debt issuance.

CONTINUING SECONDARY MARKET DISCLOSURE:

FA will serve as the dissemination agent to the City to provide services relating to the purpose of complying with Securities and Exchange Commission ("SEC") Rule 15c2-12 under the Securities Exchange Act of 1934 as amended, including:

- On an annual basis, the preparation and filing of all required Annual Financial Information and Operating Data and Financial Statements to the Electronic Municipal Market Access (EMMA) system of the Municipal Securities Rulemaking Board
- On an ongoing basis, the monitoring, preparation and filing of Material Event Notices in connection with all sixteen (16) events, as required by SEC Rule 15c2-12.
- Advise the City of any changes in legislation.
- Upon issuing obligations, *FA* will conduct a comprehensive review of the City's compliance with its outstanding continuing disclosure undertakings entered in to pursuant to SEC Rule 15c2-12.

BOND REFUNDING EXPERIENCE:

Fiscal Advisors will provide refunding issue services which would include the services listed below, where appropriate to bring the City to market and shall include the following:

- Assist the City in the selection and evaluation of managing underwriters and co-managers for debt offerings and negotiation of the terms of such debt offerings with managing underwriters;
- Represent the City in the pre-pricing conferences;
- Participate in the bonding pricing;
- Provide market comparable and analysis prior to pricing;
- Assist underwriter and bond counsel in securing NYS Comptroller approval;
- Provide assistance in securing escrow and verification agents;
- Assist the City with the closing of the bonds and the transfer of funds;
- Provide all necessary post sale amortization schedules as requested by City

FA has served as financial advisor for nearly 400 refunding bond issues, allowing our clients to realize debt service savings. We monitor all our client's outstanding bond issues for refunding opportunities. We review various refunding options, measuring which maturities to call based on optimization of refundings on a maturity-by-maturity basis. We also will review the efficiency of the escrow account and measure the amount of negative arbitrage in the escrow account. All these measurements help to ascertain the success of a refunding. We will put together a Working Group list and a timetable of all events. As the municipal advisor, we will manage the entire process. We work very well with the New York State Comptroller's office and have never encountered any difficulty in receiving New York State Comptroller's approval for any of the refundings we have worked on.

RATING AGENCY EXPERIENCE:

FA has significant experience with the rating agencies. While all members of our team have experience with the rating agencies, Jeanine Rodgers Caruso was a Senior Bond Analyst at Moody's. She possesses direct rating agency experience which will be helpful to the City. She brings her vast rating knowledge and rating presentation skills to the financing team. *FA* has applied for municipal bond ratings/bond insurance and prepared presentations for hundreds of local governments and authorities. *FA* will provide the City with a rating strategy to stabilize the City's rating based on 2020 credit challenges. Prior to the issuance of bonds, *FA* will:

1) Schedule site visits and/or rating presentations/conference calls for the rating analysts;
2) Take notes during the presentation and follow-up to obtain any information the rating analysts may need;
3) Schedule a conference call with the City and the rating analysts to go over any final questions before the analysts go to rating committee;
4) Schedule a post rating committee conference call to discuss the rating outcome;
5) Request review of the ratings report prior to publication.

QUANTITATIVE EXPERIENCE:

FA has significant experience running debt service schedules and refunding analyses for our clients. We also provide in-depth financial projections for our clients. We use EXCEL for a considerable amount of our work, but we also use MUNEX to solve debt service equations and analyses.

WE ALSO OFFER THE FOLLOWING TO SET US APART FROM OUR COMPETITORS:

Regional Office:
FA's is the only New York financial advisor with a Capital Region **(Saratoga Springs)** office. Should any last-minute meetings be scheduled, a representative would always be available.

Fee Structure:
FA does not charge for travel expenses or out of pocket expenses. Fees are all inclusive.

Website:
FA maintains a full website and an online Auction Portal. Interested bidders can access the website or auction portal to view a list of past and scheduled sales and subscribe to e-mail notifications for upcoming issues. This presale activity fosters greater secondary market participation and enhances original offering yields bid for our clients' obligations.

Surrounding Municipalities:
FA works with several surrounding schools and municipalities. By working closely with surrounding municipalities, *FA* has greater insight into the economy and demographics of the region.

9. *Disclose any pending investigation of your 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 a one-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. Please note that ***FA*** will not charge for out-of-pocket expenses.

For purposes of the Bid Form enclosed in Appendix B, we have estimated a one-year total of $16,200 based on one bond issue and one annual continuing disclosure fee. The three-year total is $48,600, based on three annual bond issues and three annual continuing disclosure fees, which has been (prior to 2020) the normal schedule for the City.

FISCAL ADVISORS & MARKETING, INC.

FEE SCHEDULE (1) (2) (3) (4)

SERVICE	FEES
Bond Anticipation Note Issues	
Under $1,000,000 (Notice of Sale only)	$1,500
$1,000,001-$5,000,000 (Official Statement)	$4,500
Fee increases $500 Per every million over $5,000,000	
Bond Issues	
Under $1,000,000 (Notice of Sale only)	$2,200
Bonds up to $5,000,000 (Official Statement, rating)	$8,200
Fee increases $1,000 Per every million above $5,000,000	
Refunding Bond Issues (5)	
Up to $5,000,000	$19,500
Fee increases $1,000 Per every million above $5,000,000	
Continuing Disclosure	
Annual Continuing Disclosure	$2,200
Material Event Filings (per occurrence)	$ 500
Hourly Fee	$ 195

(Hourly fees are not generally charged as all costs are typically part of the financings. Hourly fee is 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) *Fees may adjust yearly based on Consumer Price Index (CPI).*

(4) *The Client will also incur charges from Bond Counsel, Rating Agency (as applicable), and Premier Printing, Inc. for printing/mailing services and publication of Preliminary Official Statement and/or Notice of Sale.*

(5) *The Refunding Serial Bond fee is typically paid with premium from Purchaser and not part of Project Costs.*

Certifications: The Certifications requested in the RFP are executed and attached as Appendix B.

APPENDIX A

Issuer	Par Amount
Addison CSD	$5,950,000
Adirondack CSD	$5,390,000
Adirondack CSD	$9,200,000
Argyle CSD	$5,672,529
AuSable Valley CSD	$2,477,685
Baldwinsville CSD	$3,480,000
Ballston Spa CSD	$5,000,000
Ballston Spa CSD	$2,888,000
Ballston Spa CSD	$3,000,000
Beaver River CSD	$3,000,000
Beekmantown CSD	$9,395,000
Beekmantown T/O	$2,600,000
Belfast CSD	$4,838,035
Bellmont T/O	$2,365,000
Binghamton C/O	$8,125,000
Binghamton City SD	$7,000,000
Boces- Delaware, Chenango, Madison & Otsego	$2,519,904
Boces-Cayuga-Onondaga	$2,725,161
Boces-Jefferson, Lewis, Hamilton, Herkimer & Oneida Co	$6,000,000
Boces-OCM	$9,000,000
BOCES-Questar III	$4,000,000
Boces-Rockland	$5,500,000
Boces-St. Lawrence-Lewis	$7,000,000
Bolivar-Richburg CSD	$4,585,000
Bradford CSD	$3,765,000
Brasher Falls CSD	$4,300,000
Briarcliff Manor UFSD	$2,170,476
Bronxville V/O	$7,198,436
Canajoharie CSD	$3,787,152
Carmel CSD	$6,406,850
Carthage CSD	$4,205,000
Cattaraugus Co	$3,511,494
Central Square CSD	$3,745,000
Chemung Co	$8,050,000
Chemung Co	$4,745,000
Chemung Co	$3,315,107
Chemung Co	$4,612,154
Chenango Forks CSD	$5,000,000
Chenango Valley CSD	$7,425,000
Cicero T/O	$2,220,946
Clifton-Fine CSD	$3,980,000
Copenhagen CSD	$5,700,000
Cortland C/O	$3,140,000

Issuer	Par Amount
Cortland Co	$3,765,000
Cortland Enlarged CSD	$5,690,000
Cortland Enlarged CSD	$8,000,000
Cortlandville T/O	$2,845,000
Coxsackie T/O	$3,100,000
Croton-on-Hudson V/O	$2,609,990
Delaware Acad CSD at Delhi	$3,000,000
Delaware Co	$8,000,000
DeRuyter CSD	$5,985,600
Dundee CSD	$6,498,588
East Bloomfield CSD	$5,000,000
East Islip UFSD	$7,486,815
East Rochester UFSD	$5,075,000
East Rochester UFSD	$2,745,000
Eastchester UFSD	$3,425,000
Edmeston CSD	$3,000,000
Edwards-Knox CSD	$3,000,000
Elmira C/O	$4,750,000
Elmira C/O	$4,500,000
Endicott V/O	$2,523,000
Fabius-Pompey CSD	$5,680,000
Fairport CSD	$7,460,000
Fallsburg T/O	$2,800,000
Fayetteville-Manlius CSD	$7,833,939
Fayetteville-Manlius CSD	$6,885,000
Fayetteville-Manlius CSD	$3,140,000
Franklin CSD	$4,758,000
Franklinville CSD	$5,100,000
Fulton CSD	$6,000,000
General Brown CSD	$7,760,000
Geneva CSD	$7,000,000
Geneva CSD	$4,900,000
Glens Falls C/O	$7,000,000
Granby T/O	$4,295,000
Granby T/O	$4,295,000
Granville CSD	$5,000,000
Greene CSD	$5,000,000
Guilderland CSD	$2,360,000
Hadley-Luzerne CSD	$8,173,406
Halfmoon T/O	$3,000,000
Halfmoon-Waterford FD #1	$9,700,000
Hamilton CSD	$9,133,000
Hannibal CSD	$8,025,000

Issuer	Par Amount
Harpursville CSD	$8,000,000
Hastings T/O	$2,915,000
Homer CSD	$4,229,182
Hoosick Falls CSD	$2,500,000
Hornell C/O	$2,350,000
Hyde Park T/O	$5,070,000
Ithaca C/O	$2,938,942
Ithaca CSD	$5,000,000
Ithaca CSD	$5,135,000
Ithaca T/O	$3,340,000
Jamesville Dewitt CSD	$6,170,000
Jamesville Dewitt CSD	$5,000,000
Jefferson Co	$6,885,000
Johnson City CSD	$10,000,000
Johnson City V/O	$2,200,000
Johnson City V/O	$9,609,886
Keene CSD	$2,000,000
Kings Point V/O	$6,520,000
LaFayette CSD	$3,790,000
LaFayette CSD	$5,000,000
LaFayette CSD	$3,100,000
LaFayette CSD	$3,500,000
LaGrange T/O	$2,711,830
LaGrange T/O	$8,436,450
LaGrange T/O	$2,779,606
Lake George CSD	$3,415,000
Lansing CSD	$2,740,000
Lansing CSD	$4,817,400
Little Falls City SD	$5,800,000
Little Falls City SD	$6,500,000
Little Falls CSD	$10,000,000
Liverpool CSD	$7,070,000
Liverpool CSD	$4,112,227
Livingston Co	$2,576,000
Maine-Endwell CSD	$6,288,217
Maine-Endwell CSD	$8,000,000
Mamaroneck V/O	$4,901,580
Mamaroneck V/O	$4,080,928
Mamaroneck V/O	$4,827,602
Manchester-Shortsville CSD	$9,925,000
Marathon CSD	$6,200,000
Marcellus CSD	$8,000,000
McGraw CSD	$5,500,000

Issuer	Par Amount
McGraw CSD	$9,015,000
Medina CSD	$5,205,000
Mexico CSD	$2,120,000
Mohawk V/O	$4,700,000
Montgomery Co	$5,050,000
Montgomery Co	$6,380,000
Moravia CSD	$3,000,000
Moravia CSD	$9,500,000
Morrisville-Eaton CSD	$2,485,000
Morrisville-Eaton CSD	$8,508,000
New Hartford V/O	$2,660,000
North Greenbush Common CSD	$2,700,000
North Salem T/O	$2,745,000
Norwich CSD	$3,500,000
Nyack UFSD	$2,955,435
Oneida C/O	$4,350,213
Oneida C/O	$8,000,000
Oneonta C/O	$3,540,000
Oneonta C/O	$3,034,000
Oneonta T/O	$2,100,000
Oriskany CSD	$2,470,000
Orleans Co	$2,672,350
Otsego Co	$8,000,000
Owego-Apalachin CSD	$2,700,000
Owego-Apalachin CSD	$2,059,000
Owego-Apalachin CSD	$8,500,000
Owego-Apalachin CSD	$3,660,000
Oxford Academy CSD	$9,600,000
Pamelia T/O	$2,380,000
Peru T/O	$2,655,000
Plattsburgh CSD	$2,964,030
Plattsburgh CSD	$5,500,000
Pleasantville UFSD	$4,500,000
Pleasantville UFSD	$8,355,000
Portville CSD	$8,000,000
Portville CSD	$3,625,000
Poughkeepsie C/O	$2,319,878
Poughkeepsie C/O	$5,880,658
Putnam Co	$4,184,693
Putnam Co	$2,865,000
Putnam Co	$5,845,300
Putnam Valley CSD	$3,000,000
Rensselaer Co	$4,000,000

Issuer	Par Amount
Rome C/O	$4,377,965
Rome C/O	$6,104,545
Rome CSD	$8,000,000
Rome CSD	$3,090,000
Romulus CSD	$7,350,000
Sackets Harbor CSD	$6,242,406
Salina T/O	$3,038,000
Salmon River CSD	$5,000,000
Salmon River CSD	$4,000,000
Sandy Creek CSD	$6,400,000
Sandy Creek CSD	$5,520,000
Saratoga Springs C/O	$6,300,000
Saratoga Springs C/O	$7,428,164
Saratoga Springs C/O	$6,180,000
Saratoga T/O	$1,445,000
Schenectady C/O	$7,000,000
Schenectady CSD	$9,378,000
Schenectady Metroplex Development Authority	$6,335,000
Schoharie CSD	$2,000,000
Scio CSD	$5,559,271
Seneca Falls CSD	$5,000,000
Sherburne-Earlville CSD	$9,930,000
Sidney CSD	$2,484,400
South Bristol T/O	$2,300,000
South Colonie CSD	$6,500,000
South Colonie CSD	$2,406,060
South Jefferson CSD	$2,028,340
South Jefferson CSD	$8,530,000
Southern Cayuga CSD	$3,385,000
St Regis Falls CSD	$5,751,344
Stillwater T/O	$5,340,000
Sullivan Co	$10,000,000
Sullivan Co	$9,500,000
Taconic Hills CSD	$5,183,669
Taconic Hills CSD	$5,183,669
Tarrytown V/O	$3,633,370
Ticonderoga CSD	$2,300,000
Tioga CSD	$4,610,000
Tompkins Co	$5,237,000
Tompkins Co	$10,000,000
Tompkins Co	$3,000,000
Troy C/O	$5,709,490
Troy C/O	$3,300,000

Issuer	Par Amount
Tully CSD	$8,700,000
Tupper Lake V/O	$3,075,000
Ulster Co	$8,673,654
Unadilla Valley CSD	$8,700,000
Union T/O	$5,999,779
Union T/O	$4,190,000
Utica C/O	$2,915,000
Utica CSD	$6,625,000
Utica CSD	$10,000,000
Van Buren T/O	$2,320,000
Vestal CSD	$9,500,000
Vestal CSD	$2,435,250
Vestal T/O	$9,418,307
Victor CSD	$2,560,334
Voorheesville CSD	$5,604,000
Washington Co	$7,875,000
Watson T/O	$3,544,000
Wayne CSD	$3,500,000
Webutuck CSD	$5,390,000
Weedsport CSD	$2,000,000
West Genesee CSD	$6,000,000
West Genesee CSD	$2,785,000
West Genesee CSD	$4,300,000
West Islip Fire District	$3,590,000
Westhill CSD	$2,500,000
Westport Fire District	$2,800,000
Whitney Point CSD	$7,875,000
Windsor CSD	$8,665,000
Wyoming Co	$5,759,259

APPENDIX B

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City may consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the Bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

TOTAL BID IN FIGURES THREE (3) YEARS: $ 48,600 (based on 3 bond issues and 3 annual disclosures)

TOTAL BID WRITTEN THREE (3) YEARS: Forty Eight Thousand Six Hundred Dollars

TOTAL BID IN FIGURES ONE (1) YEAR: $ 16,200 (based on 1 bond issue and 1 annual disclosure)

TOTAL BID WRITTEN ONE (1) YEAR: Sixteen Thousand Two Hundred Dollars

COMPANY NAME: Fiscal Advisors & Marketing, Inc.

ADDRESS: 63 Putnam Street, Suite 202

Saratoga Springs *(City)* NY *(State)* 12866 *(Zip)* **Phone No.** (518) 541 - 3861

E-MAIL ADDRESS: jcaruso@fiscaladvisors.com

AUTHORIZED SIGNATURE: Jeanine R. Caruso

PRINTED NAME: Jeanine R. Caruso

TITLE: CEO/Municipal Advisor **DATE:** 1/8/2021

City Saratoga Springs' NON-COLLUSIVE BIDDING CERTIFICATION: Section §139(d) State Finance Law

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

City Saratoga Springs' VENDOR CODE OF CONDUCT

The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with the Vendor. Vendors agree to provide all information requested when necessary to demonstrate compliance with this Code. To promote a working relationship with the City based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City related projects and transactions.
- Not engage in any course of conduct with City employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City any activity by a City employee or contractor, consultant or vendor of the City that is inconsistent with the City of Saratoga Springs' Code of Ethics.

At a minimum, the City requires that all vendors, suppliers and their subcontractors will meet the following standards:

- Agree to comply with all applicable local, state and federal laws, regulations, statutes, rules and procedures.
- Set working hours, wages, and NYS statutory benefits and overtime pay in compliance with applicable labor laws.
- Provide and treat workers with a safe and healthy work environment that complies with local, state and federal laws.
- No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Provide a working environment for employees to have the right to decide whether they want collective bargaining.
- Ensure that subcontractors shall operate in a manner consistent with this Code.
- Comply with all applicable environmental laws and regulations. Vendors, suppliers and subcontractors shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors, suppliers and subcontractors are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor hereby acknowledges that it has received the City Non-collusive Bidding Certification and Vendor Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein. You the Vendor acknowledge that your failure to comply with any condition, requirement, policy or procedure may result in the termination of your business relationship with the City. You the Vendor may reserve the right to terminate this agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: Jeanine R. Caruso Printed name: Jeanine R. Caruso

Title: CEO, Municipal Advisor Date: 1/8/2021

Company Name: Fiscal Advisors & Marketing, Inc.

Company Address: 63 Putnam Street, Suite 202, Saratoga Springs, N.Y. 12866

Subscribed to under penalty of perjury under the laws of the State of New York, this 8th day of January, 2021 as the act and deed of said corporation of partnership.

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

City Department: Finance **Department Contact Person:** Christine Gillmett-Brown **City Ext.** 2564
Company Name: Fiscal Advisors & Marketing, Inc.
Company Address: 63 Putnam Street, Suite 202, Saratoga Springs, N.Y. 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/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: Jeanine R. Cancro **Date:** 1/8/2021

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 FISCALADVI	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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Claims Made Retroactive 1/1/03			HMPL180444	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)

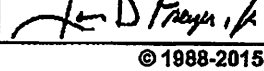
CERTIFICATE HOLDER

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.

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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	FISCALADVI

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

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PRODUCER	Grimsley Agency of NY LLC 5320 West Taft Rd North Syracuse, Ny 13212 License #: PC-1097969	CONTACT NAME: David Grimsley PHONE (A/C, No, Ext): 315-452-0123 FAX (A/C, No): 315-458-4734 E-MAIL ADDRESS: grimsleyagencydavid@yahoo.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers	19046
INSURED	Fiscal Advisors & Marketing Inc DBA & Premier Printing, Inc. 250 S Clinton St Ste 502 Syracuse, NY 13202	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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			6806B99059A	05/11/2020	05/11/2021	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			6806B99059A	05/11/2020	05/11/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [ ] OCCUR			CUP7B001985	05/11/2020	05/11/2021	EACH OCCURRENCE	$ 3,000,000
	[ ] EXCESS LIAB [X] CLAIMS-MADE						AGGREGATE	$ 3,000,000
	[ ] DED [X] RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

City of Saratoga Springs
Office of Risk & 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

(DPG)

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NEW YORK STATE | 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)
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:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] 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.*

DB-120.1 (10-17)

NYSIF
New York State Insurance Fund

1045 SEVENTH NORTH STREET, LIVERPOOL, NEW YORK 13088-6186
| nysif.com

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	CERTIFICATE HOLDER
FISCAL ADVISORS & MARKETING INC(A DELAWARE CORP) 250 SOUTH CLINTON ST, STE 502 SYRACUSE NY 132021231	CITY OF SARATOGA SPRINGS OFFICE OF RISK AND SAFTEY 474 BROADWAY SARATOGA SPRINGS NY 12866

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
S1060 780-2	921453	12/08/2020 TO 12/08/2021	12/17/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1060 780-2, 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. 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

U-26.3

City of Saratoga Springs, NY Contract

Company Name: CivicPlus
Company Address: 302 S. 4th Street, Suite 500, Manhattan, Kansas 66502
Company Telephone No.: 888-228-2233 **Company Fax No.:** 785-587-8951
CivicPlus Primary Contact: Jake Hollenbeck **Title:** Client Success Manager
Primary Contact Email: Hollenbeck@civicplus.com
Service to be Provided: Website and Media Design Maintenance

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for website and media design maintenance, CivicPlus submitted proposals dated December 7, 2020 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. CivicPlus shall provide to the City the products and services set forth therein. CivicPlus assumes full responsibility for the provision of the products and services made available in this Agreement. CivicPlus shall be so liable even when CivicPlus subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. CivicPlus 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 April 29, 2021 until April 28, 2022. Any modification of the work performed by CivicPlus shall be made in writing and shall not be undertaken until the City agrees to the modification. CivicPlus assume full responsibility for the provision of the products and services contracted for in this Agreement. CivicPlus shall be so liable even when CivicPlus 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. CivicPlus will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. CivicPlus assume all risks in the performance of all its activities authorized by this Agreement.

3. **Terms of Payment:** CivicPlus will invoice the City as described in Exhibit A City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay CivicPlus in accordance with the City Charter per the Purchasing Guidelines established by the City. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed the costs as stated in Exhibit A, a copy of which is annexed hereto and made a part hereof.

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

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

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

   To CivicPlus: CivicPlus Contract Manager, 302 S. 4th Street, Suite 500, Manhattan, KS 66502

5. **Conflicts of Interest:** CivicPlus 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:** Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. CivicPlus name, CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

7. **Retention of Records:** CivicPlus 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 CivicPlus 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 Contractor 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 CivicPlus' staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. CivicPlus and its staff are to be and shall remain an independent CivicPlus with respect to all services performed under this Agreement. CivicPlus 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 CivicPlus or other persons, while engaged in the performance of any work or services required by CivicPlus 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 CivicPlus, its officers, agents, CivicPlus or employees shall in no way be the responsibility of the City; and CivicPlus 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: CivicPlus shall procure and maintain during the term of this Agreement, at CivicPlus' expense, the insurance policies listed with limits equal to or greater than the enumerated limits. CivicPlus 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 CivicPlus. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. CivicPlus 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 CivicPlus 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 CivicPlus (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 CivicPlus.

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

   - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate*;*
   - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
   - **Cyber /Privacy Liability Insurance:** Three 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 CivicPlus 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. CivicPlus 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. CivicPlus 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 CivicPlus 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 CivicPlus. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contact as executed.

10. **Indemnification:** Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

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 CivicPlus, and/or CivicPlus' employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of CivicPlus' 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 CivicPlus. If the City of Saratoga Springs exercises its rights pursuant to this part, CivicPlus 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 CivicPlus' service to the public or the City of Saratoga Springs' immediate need for completion of CivicPlus' work. In such case, CivicPlus shall immediately cure the defect. If CivicPlus 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 CivicPlus 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 CivicPlus.

14. **CivicPlus 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 CivicPlus that the City conducts business with. The City requires that all CivicPlus 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 CivicPlus. CivicPlus agrees to provide all information requested which is necessary to demonstrate compliance with this Code.

    At a minimum, the City requires that all CivicPlus meet the following standards:
    - Legal: CivicPlus agrees 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 CivicPlus/supplier should have the right to decide whether they want collective bargaining.
    - Sub-contractors: CivicPlus shall ensure that sub-contractors shall operate in a manner consistent with this Code.
    - Protection of the Environment: CivicPlus shall comply with all applicable environmental laws and regulations. Where practicable, CivicPlus 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 CivicPlus/supplier hereby acknowledges that it has received the City of Saratoga Springs CivicPlus/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. CivicPlus/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. CivicPlus/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 CivicPlus. CivicPlus 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. CivicPlus 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 CivicPlus and each person signing on behalf of any CivicPlus 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 CivicPlus 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:** CivicPlus is prohibited from assigning, conveying, subletting or otherwise disposing of CivicPlus' right, title, or interest therein, or CivicPlus' power to execute this agreement to any other person or corporation without the previous written consent of the City. Such prior written consent shall not be unreasonably withheld. If CivicPlus assigns, conveys, sublets or otherwise disposes of CivicPlus'

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:** CivicPlus and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to CivicPlus at least sixty (60) 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 CivicPlus 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:** CivicPlus' failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon CivicPlus' default, the City may cancel this Agreement and immediately stop payment of any fees to CivicPlus hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of CivicPlus' 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.

    CivicPlus 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.

CivicPlus Signature: Amy Vikander **Date:** 01/19/2021

Print Name: Amy Vikander **Title:** Vice President of Client Services

City of Saratoga Springs' Signature: _____ **Date:** _____

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

EXHIBIT A

Proposal for Website and Media Design Maintenance for City of Saratoga Springs, NY
December 7, 2020

Final Executed Agreement determines all matters where Proposal and Agreement conflict.

Terms & Conditions

1. CivicPlus, LLC, d/b/a CivicPlus ("CivicPlus") will provide website support, maintenance and hosting for Saratoga Springs, NY ("Client") that includes all functionality as defined in this proposal.
2. The terms and conditions of this Services Renewal Agreement are intended to continue those relevant terms of the original services agreement for services signed between the Client and CivicPlus, dated April 21, 2015.

Support

3. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
4. Support includes providing technical support of the CivicEngage software, application support (pages and modules), and technical maintenance of Client's website. Client may request, at any time, additional page design, graphic design, user training, site modification, and custom programming to be contracted separately for an additional fee.
5. During the period of this Agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the CivicEngage software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
6. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Intellectual Property, Ownership & Content Responsibility

7. Client owns the Customer Content, defined as website graphic designs, webpage or software content, module content, importable/exportable data, and archived information. Client will not own the CivicEngage software or its associated applications and modules.
8. Client assumes full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
9. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the CivicEngage software in any way; (ii) modify or make derivative works based upon the CivicEngage software; (iii) create Internet "links" to the CivicEngage software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the CivicEngage software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the CivicEngage software, or (c) copy any ideas, features, functions or graphics of the CivicEngage software.
10. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the CivicEngage software are trademarks of CivicPlus, and no right or license is granted to use them.

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client	Date
Penny L Kander	01/19/2021
CivicPlus	Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

Annual Support, Maintenance and Hosting Fee

2021 Total Annual Support, Maintenance and Hosting Fee Effective April 29, 2021 through April 28, 2022	**$8,150**

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	**Maintenance of CivicPlus Application & Modules**	**Hosting**
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 4-hour Response During Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins	Install Service Patches for OS Fixes Improvements Integration Testing Development Usage License Upgrades	DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware Shared Web/SQL Server

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/28/2021

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

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

PRODUCER	CONTACT NAME: Willis Towers Watson Certificate Center	
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great Northern Insurance Company	20303
INSURED CivicPlus, LLC 302 S 4th Street, Suite 500 Manhattan, KS 66502	INSURER B : Federal Insurance Company	20281
	INSURER C : Westchester Surplus Lines Insurance Compan	10172
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** W19949795 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		3602-53-12	05/17/2020	05/17/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		7358-87-92	05/17/2020	05/17/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			7989-49-14	05/17/2020	05/17/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		(21) 7174-92-49	05/17/2020	05/17/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber Liability Technology Errors and Omissions			F15611984 001	05/17/2020	04/30/2021	Each Claim/Aggregate Aggregate/ ded	$5,000,000 $5,000,000/$25,000

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

This Voids and Replaces Previously Issued Certificate Dated 05/14/2020 WITH ID: W16465530.

The City of Saratoga Springs, NY, its elected and/or appointed officials, officers, agents and employees are named as additional insureds as respects to General Liability and Automobile Liability.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

CERTIFICATE HOLDER

Saratoga Springs
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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LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE 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		
2021 02	3	02/02/2021	BUDGET	CCM 020221	BUA	TRANS-PAY	1	1		
1	A3567141	51584	6010	RECREATION EXPENSES PS	CLINICS PAYROLL		.00	770.00	770.00	
	A -35-6-7140-1-51584 -6010				TO ADJUST LINES FOR PROGRAMS	02/02/2021				
2	A3567151	51940		SUMMER RECREATION PROG PS	LABORER (SEASONAL)		.00	88,082.60	88,082.60	
	A -35-6-7150-1-51940 -				TO ADJUST LINES FOR PROGRAMS	02/02/2021				
3	A3567141	51584	6008	RECREATION EXPENSES PS	CLINICS PAYROLL		440.37	-440.37	.00	
	A -35-6-7140-1-51584 -6008				TO ADJUST LINES FOR PROGRAMS	02/02/2021				
4	A3567141	51584	6009	RECREATION EXPENSES PS	CLINICS PAYROLL		770.00	-329.63	440.37	
	A -35-6-7140-1-51584 -6009				TO ADJUST LINES FOR PROGRAMS	02/02/2021				
5	A3567151	51580		SUMMER RECREATION PROG PS	CAMP SARADAC DIRECTOR		88,082.60	-88,082.60	.00	
	A -35-6-7150-1-51580 -				TO ADJUST LINES FOR PROGRAMS	02/02/2021				
6	A3618681	51552		PLANNING AND ECON DEVELOP PS	ADMINISTRATIVE ASSISTANT		.00	45,317.99	45,317.99	
	A -36-1-8687-1-51552 -				TITLE CHANGE FOR REPLACEMENT	02/02/2021				
7	A3618681	51271		PLANNING AND ECON DEVELOP PS	SECRETARY TO PLANNING & ECON D		51,953.74	-45,317.99	6,635.75	
	A -36-1-8687-1-51271 -				TITLE CHANGE FOR REPLACEMENT	02/02/2021				
					** JOURNAL TOTAL			0.00		

CLERK: u238

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 2 3					
BUA A3567141-51584-6010	CLINICS PAYROLL	5		770.00	
02/02/2021 TRANS-PAY BUDGET CCM 020221	TO ADJUST LINES FOR PROGRAMS				
BUA A3567151-51940	LABORER (SEASONAL)	5		88,082.60	
02/02/2021 TRANS-PAY BUDGET CCM 020221	TO ADJUST LINES FOR PROGRAMS				
BUA A3567141-51584-6008	CLINICS PAYROLL	5			440.37
02/02/2021 TRANS-PAY BUDGET CCM 020221	TO ADJUST LINES FOR PROGRAMS				
BUA A3567141-51584-6009	CLINICS PAYROLL	5			329.63
02/02/2021 TRANS-PAY BUDGET CCM 020221	TO ADJUST LINES FOR PROGRAMS				
BUA A3567151-51580	CAMP SARADAC DIRECTOR	5			88,082.60
02/02/2021 TRANS-PAY BUDGET CCM 020221	TO ADJUST LINES FOR PROGRAMS				
BUA A3618681-51552	ADMINISTRATIVE ASSISTANT	5		45,317.99	
02/02/2021 TRANS-PAY BUDGET CCM 020221	TITLE CHANGE FOR REPLACEMENT				
BUA A3618681-51271	SECRETARY TO PLANNING & ECON D	5			45,317.99
02/02/2021 TRANS-PAY BUDGET CCM 020221	TITLE CHANGE FOR REPLACEMENT				
	JOURNAL 2021/02/3 TOTAL			.00	.00

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 / LINE 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		
2021 02	6	02/02/2021	BUDGET	CCM 020221	BUA	TRANS-CONT	1	1		
1	A3051414	54720		COMM OF ACCOUNTS CS	SERVICE CONTRACTS - PROF SERV		.00	2,364.17	2,364.17	
	A -30-5-1410-4-54720 -				TO COVER ESCRIBERS CONTRACT	02/02/2021				
2	A3829999	59010		CONTINGENCY	CONTINGENCY		247,000.00	-2,364.17	244,635.83	
	A -38-2-9990-9-59010 -				TO COVER ESCRIBERS CONTRACT	02/02/2021				
					** JOURNAL TOTAL			0.00		

CLERK: u238

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2021 2 6					
BUA A3051414-54720	SERVICE CONTRACTS - PROF SERV	5		2,364.17	
02/02/2021 TRANS-CONT BUDGET CCM 020221	TO COVER ESCRIBERS CONTRACT				
BUA A3829999-59010	CONTINGENCY	5			2,364.17
02/02/2021 TRANS-CONT BUDGET CCM 020221	TO COVER ESCRIBERS CONTRACT				
	JOURNAL 2021/02/6 TOTAL			.00	.00

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

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

City of Saratoga Springs, NY Contract

City Project Number: 2020-20 **City Project Name:** Resilient Wedge Gate Valve
City Department: Public Works **Department Contact Person:** Al Flick **City Ext.** _____
Company Name: Blair Supply Corp
Company Address: 785 Beahan Rd, Rochester, NY 14624
Company Telephone No.: 585-436-9624 **Company Fax No.:** _____
Vendor and/or Service Provider Primary Contact: Kevin Murphy **Title:** President
Primary Contact Email: _____
Service to be Provided: Resilient Wedge Gate Valves
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for _Resilient Wedge Gate Valve__, the Vendor and/or Service Provider submitted proposals dated _1/13/21_ (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/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.

3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed ___unit bid prices, subject to appropriation___, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.

4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Commissioner of Public Works is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is __Kevin Murphy__. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

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

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

   To Vendor and/or Service Provider: ___Kevin Murphy____

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 contact as executed.

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

11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.

12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or

member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

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

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

    The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.

17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
    a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
    c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).

19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.

23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.

24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.

26. **Modification:** This Agreement may be modified only by a writing signed by both parties.

27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: _____ **Date:** 1/27/21

Print Name: KEVIN A. MURPHY **Title:** PRESIDENT

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.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Vendor and/or Service Provider Signature: _____ **Date:** 1/27/21

Print Name: KEVIN A. MURPHY **Title:** PRESIDENT

BID SUBMITTAL INSTRUCTIONS

Failure to submit IFB documents as required may lead to an immediate disqualification. **In order to guard against premature opening of the bid documents, your bids must be returned and enclosed in a sealed and clearly labeled envelope as follows:**

Step One: You MUST execute and include the following documents, one original and one copy of each, with your response:

- Your response to the IFB in question
- Non-Collusive Bidding and Vendor Code of Conduct Certification

Step Two: Enclose your bid in a sealed envelope marked:

IFB #: 2020-20 - Resilient Wedge Gate Valves

Name of Bidder: Blair Supply Corp

Bid Opening: Tuesday January 19, 2021 at 2:00 p.m.

Step Three: Please return your response to this IFB to the following address:

City of Saratoga Springs
Department of Accounts
474 Broadway, Saratoga Springs, NY 12866

SPECIFICATIONS

GENERAL

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City shall consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification. It shall be the Bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
#1	2	24" Mueller A-2361 RW Gate Valve, MJxMJ, Low-Zinc Bronze Stem, Bevel Gear, RH-Open	$21075.00	$42150.00
#2	4	24" Megalug DI MJ Restraint Gland	$335.00	$1340.00
#3	4	24" Corten Blue Bolt & Gasket Pack	$60.00	$240.00

TOTAL BID IN FIGURES: $ 43730.00

TOTAL BID WRITTEN: Forty Three Thousand Seven Hundred Thirty Dollars

GUARANTEED DELIVERY DATE ARO: 6 - 8 weeks

COMPANY NAME: Blair Supply Corp

ADDRESS: 785 Beahan Rd

Rochester *(City)* NY *(State)* 14624 *(Zip)* **Phone No.** (585) 436 - 9624

E-MAIL ADDRESS: sales@blairsupplyusa.com

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Kevin A. Murphy

TITLE: President **DATE:** 1/13/21

City Saratoga Springs' NON-COLLUSIVE BIDDING CERTIFICATION: Section §139(d) State Finance Law

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

City Saratoga Springs' VENDOR CODE OF CONDUCT

The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with the Vendor. Vendors agree to provide all information requested when necessary to demonstrate compliance with this Code. To promote a working relationship with the City based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City related projects and transactions.
- Not engage in any course of conduct with City employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City any activity by a City employee or contractor, consultant or vendor of the City that is inconsistent with the City of Saratoga Springs' Code of Ethics.

At a minimum, the City requires that all vendors, suppliers and their subcontractors will meet the following standards:

- Agree to comply with all applicable local, state and federal laws, regulations, statutes, rules and procedures.
- Set working hours, wages, and NYS statutory benefits and overtime pay in compliance with applicable labor laws.
- Provide and treat workers with a safe and healthy work environment that complies with local, state and federal laws.
- No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Provide a working environment for employees to have the right to decide whether they want collective bargaining.
- Ensure that subcontractors shall operate in a manner consistent with this Code.
- Comply with all applicable environmental laws and regulations. Vendors, suppliers and subcontractors shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors, suppliers and subcontractors are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor hereby acknowledges that it has received the City Non-collusive Bidding Certification and Vendor Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein. You the Vendor acknowledge that your failure to comply with any condition, requirement, policy or procedure may result in the termination of your business relationship with the City. You the Vendor may reserve the right to terminate this agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: _____ Printed name: Kevin A. Murphy

Title: President Date: 1/13/2021

Company Name: Blair Supply Corp

Company Address: 785 Beahan Rd, Rochester, NY 14624

Subscribed to under penalty of perjury under the laws of the State of New York, this 13 day of January, 2021 as the act and deed of said corporation of partnership.

MEG KELLY
MAYOR

MICHELE D. CLARK-MADIGAN
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

ROBIN DALTON
COMM. OF PUBLIC SAFETY

JOHN FRANCK
COMM. OF ACCOUNTS

City of Saratoga Springs, NY

Invitation for Bid

Resilient Wedge Gate Valves

PREPARED BY: Albert Flick
December 28, 2020

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2020-20 – Resilient Wedge Gate Valves

Name of Bidder: _____

IFB Opening: Tuesday January 19, 2021 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866

NOTICE TO BIDDERS

The City of Saratoga Springs, New York, will receive sealed bids for Resilient Wedge Gate Valves. The sealed bid must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 474 Broadway, Saratoga Springs, New York, 12866, by Tuesday January 19, 2021 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the Invitation for Bid (IFB) may be obtained on the City's web page at www.saratoga-springs.org, under "Current Bids". There is no fee for these documents.

Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet. Addenda to the bid, when issued, will be on file in the City Clerk's Office at least five (5) days before the bid opening date. If you have obtained a bid packet through the City's web site and would like to be on record for any Addenda please email stefanie.richards@saratoga–springs.org with your name, the name of the bid packet obtained and email address.

Any questions regarding this Invitation for Bid should be directed to Stefanie Richards in writing at stefanie.richards@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed in a sealed envelope. This is a *lump* sum bid.

No Bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. A Bidder may withdraw their bid response in writing immediately following this sixty (60) day per New York State Finance Law §163(9)(e). The City reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents per New York State Finance Law §163(9)(d).

INSTRUCTIONS TO BIDDERS

1. IFB DOCUMENTS:

This document includes a complete set of the IFB specifications and required documents, which are for the convenience of Bidders and are not to be detached from the bid. ***Failure to submit the required documents at the time of bid submission may disqualify the bid submission.***

2. INTERPRETATION OR ADDENDUMS:

No oral interpretation will be made to any Bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven (7) or more days prior to the date fixed for opening of bids shall be given consideration. Every interpretation made to a Bidder shall be in the form of an Addendum to the bid, and when issued, shall be on file in the City Clerk's Office at least five (5) days before bids are opened. All Addenda shall be emailed to each person whose name and email address is on record with the City as having attained a bid packet or has attended a pre-bid meeting. All such Addenda shall become part of the bid and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. BIDS:

All bids shall be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids shall be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the Bidder. The City may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same. Purchases by the City of Saratoga Springs are not subject to any sales or federal excise taxes.

4. NON-COLLUSIVE BIDDING AND VENDOR CERTIFICATIONS:

Each Bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the **Non-Collusion and Vendor Code of Conduct Affidavit** on the form herein provided, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted.

5. CORRECTIONS:

The Bidder must initial any erasures or other changes in the bid.

6. RECEIVING BIDS:

Bids received prior to the advertised time of opening shall be securely kept, sealed. The City Clerk's Office, whose duty it is to open them, shall decide when the specified time has arrived to open bids, and no bid received thereafter will be considered. **LATE BIDS shall be rejected. E-mail or faxed bid submissions are not acceptable and shall not be considered.**

7. OPENING OF BIDS:

At the time and place fixed for the opening of bids, the City shall cause to be opened and publicly read aloud every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

8. WITHDRAWAL OF BIDS:

Bids may be withdrawn upon written request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening provided that written confirmation of withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for bid opening.

9. EVALUATION PROCESS:

After the bid opening, each Bidder's proposal will be screened for completeness and conformance with requirements for bid submission as set forth under the ***Bidders Submittal Instructions***. Written bid amounts are the legally binding bid amount with numeric bid amounts viewed as a convenience. Proposals that do not meet the City's requirements, as outlined in the IFB, may be deemed nonresponsive and given no further consideration.

10. AWARD OF CONTRACT: REJECTION OF BIDS

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

The City, however, reserves the right to:

a. reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in the City's best interest;
b. consider as not responsible any Bidder who does not habitually perform with their own forces at least fifty percent (50%) of the dollar value of the work involved in the contract;
c. award the bid, in part, on the Bidder's ability to provide timely technical assistance, part(s) replacement and service for repairs;
d. give preference to Minority Women Business Enterprise (MWBE) businesses; and/or
e. extend the contract for one (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor.

11. EQUAL EMPLOYMENT OPPORTUNITY:

The City, state and federal government have stringent requirements for ensuring that all Bidders comply with regulations requiring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Bidders will be required to abide by those requirements.

12. AMERICANS WITH DISBILITY ACT:

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

13. CIVIL RIGHTS:

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §2000d to 2000d-4) and its regulations, hereby notifies all Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement will provide the opportunity for disadvantaged business enterprises to be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

14. SEXUAL HARRASSMENT:

Every employer in the New York State is required to adopt a sexual harassment prevention policy giving all employees a legal right to a workplace free from sexual harassment. The City is committed to maintaining a workplace free from sexual harassment. Per New York State law, the City has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

15. COMPLIANCE:

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

16. UNIT PRICES {as applicable}

a. The Unit Price for each of the items in the bid shall include its prorated share of overhead and profit so that the sum of the product is obtained by multiplying the quantity shown for each item by the Unit Price bid representing the total bid. The quantities shown in the bid are approximate quantities only and are given only as a basis of calculation upon which the award of the contract is to be made. The City does not assume any responsibility that these quantities shall remain unchanged in the actual construction, and the contractor shall not plead misunderstanding or deception because of any variation between estimated and final quantities. The unit price bid shall also include an allowance for increased prices due to changed market conditions during the period of the contract. Any bid not conforming to these requirements may be rejected.
b. Bids in which the prices are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the bid submitted on any other item or items.
c. All unit price work will include the cost of performing any incidental work, not specifically covered by the unit description, but necessary and/or convenient for the completion of the unit price work.
d. Prices quoted herein will remain in effect for the contract period of one (1) year from date of award.
e. All prices shall be quoted as ***delivered*** to the City.

DocuSign Envelope ID: 65F4A22E-5D1F-431C-92AD-011FAF1FD927

Request for Certification of Sufficient Funds

Submittal Date: 1/27/2021

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

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

Vendor: Blaire Supply Corp

Project: Water Gear Reduction Valve

Resilient Wedge Gate Valve

Appropriation - Current Budget Expense Org/Object/Proj(s): H3638332 52000 1260

Amount Requested for Approval $43,730.00

Current Amount Available: $366,132.84 in PO 200710

DS

Transfer/Amendment Pending:

Transfer/Amendment Date _____

Department Head Signature 1/27/2021 **Date**

Certification of Sufficient Funds

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

DocuSigned by:

00CBE3FAAE9B4F8...

Commissioner of Finance 1/27/2021 **Approval Date**

2020 Tree City USA

Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2020 calendar year.

Primary Contact

Contact Name Steven Lashomb

Email Address: steve.lashomb@saratoga-springs.org

Phone Number: (518) 795-0947

Address: 5 Lake Ave
Saratoga Springs, NY 12866

Saratoga Springs, New York Community Information

Select Which Best Describes Your Community: Community has a Department Chair or City Manager

Ordinance Date: Dec 31, 1969

Ordinance Uploaded

Per Capita Expenditure: 11.32

Arbor Day Date:

Proclamation Uploaded

As Mayor or Equivalent of the Community of Saratoga Springs

_____

Mayor or Equivalent Signature | Title | Date

Application Certification

To Be Completed By The State Forester:

Saratoga Springs

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2020 calendar year, having in my opinion met the four standards required for recognition.

_____

State Forester Signature | Title | Date

TREE CITY USA® GROWTH AWARD APPLICATION

Mail completed application with requested attachments to your state forester or apply online at **portal.arborday.org.** *Please contact your State Urban Forestry Coordinator for your state's deadline, mailing address and any additional information required by your state. The common deadline is December 31 but can vary by state.*

Application Instructions

- Community must have been certified as a Tree City USA last year and submitted a recertification application this year.
- Community must earn 10 points according to Growth Award Eligible Activities – which were new or significantly improved this year.
- Attach documentation for each eligible activity listed below. Appropriate documentation includes narrative descriptions, copies of documents, copies of printed brochures, and newspaper clippings.
- For a list of eligible activities, visit **arborday.org/treecity**.

Community Name (as it should appear on recognition materials) CITY OF SARATOGA SPRINGS

City Forestry Contact: Person who is responsible for completing and answering questions about this application.

First Name Steve Last Name Lashomb

Professional Title City Arborist

Address 5 Lake Ave

City Saratoga Springs State NY Zip Code 12866

Email Address steve.lashomb@saratoga-springs.org

Phone Number (ex. 402-473-9553)

Activity #	Name of Eligible Activity	# of Points Earned	Describe how activity was achieved
D-4	Street Tree Planting	7 points	- The "Tree Planting" budget line was doubled from the annual $20,000 budget to $40,000 for 2020. - A partnership with BOCES was established in which student interns from the Forestry Program will assist the Urban Forestry Division with tree planting and aftercare.

❑ Documentation attached

Activity #	Name of Eligible Activity	# of Points Earned	Describe how activity was achieved
D-11	Tree Preservation	6 points	The City Arborist and City Engineer were able to obtain permission to extract a row of arborvitae from a development project site and were transplanted along a fence line in a City Park to provide a privacy buffer.

❑ Documentation attached

Total Points (including points from reverse side): 13 points

Additional spaces on back if needed.

Mayor or Equivalent Signature **Title** **Date**

Growth Award Application Certification To Be Completed By The State Forester:

Community:

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to receive the Tree City USA Growth Award, having in my opinion met the Growth Award criteria specified in this application.

State Forester Signature **Title** **Date**

Arbor Day Foundation®

Hixny PARTICIPATION AGREEMENT

This Participation Agreement (the "Participation Agreement") is made as of January 26, 2021 ("Effective Date"), by and between Healthcare Information Xchange of New York, Inc., doing business as Hixny, a New York not-for-profit corporation with its principal place of business located at 80 Wolf Road, Suite 500, Albany, New York 12205, ("Hixny"), and City of Saratoga Springs dba Saratoga Springs Fire Department, a New York corporation with its principal place of business located at Department of Public Safety, 474 Broadway, Saratoga Springs, NY, 12866 ("Participant").

ARTICLE I
INTRODUCTION

1.1 Nature of Organization. Hixny is a New York not-for-profit corporation with multiple stakeholders that enables interoperable health information exchange through governance and collaboration with an overall mission to improve health care quality through the use of information technology.

1.2 Purposes. Hixny is organized to facilitate health information sharing and aggregation for treatment, payment, operations, public health and research-related purposes in a manner that complies with all applicable laws and regulations, including without limitation those protecting the privacy and security of health information.

1.3 Description of System and Services. Hixny owns and operates a secure, network-based peer-to-peer computer system that allows clinicians and other users to access aggregated patient clinical data held by multiple health care organizations, which may have disparate health information computer applications ("System"). Through the System, Hixny shall make available to Participant certain information-sharing services, which are described in the Hixny Policies and Procedures ("Services").

1.4 Purpose of Participation Agreement. Participant has indicated its desire to exchange health information with other Participants as a Data Provider, Data Recipient, or both, by submitting a Registration Application. This Participation Agreement sets forth Hixny's terms and conditions for the use of the System and Services for purposes of Treatment and Quality Improvement and Care Management only.

ARTICLE II
DEFINITIONS

2.1 "*Authorized User*" means an individual Data Recipient or an individual designated to access the System and use the Services on behalf of the Data Recipient, including without limitation, an employee or independent contractor of the Data Recipient and/or a credentialed member of the Data Recipient's medical staff authorized by Data Recipient to access the System and use the Services on behalf of the Data Recipient, who has executed the standard Hixny Authorized User Agreement.

2.2 "*Data Provider*" means a Participant that is registered to make Patient Data accessible to other Participants through the System and Services.

2.3 "*Data Recipient*" means a Participant whose Authorized Users use the Services and System to access Patient Data.

2.4 "*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder at 45 CFR Parts 160 and 164, both as amended.

2.5 "*Hixny Authorized User Agreement*" means one of two agreements as described in Section 5.2, both of which are attached hereto as Exhibit A, that all Data Recipients must have their Authorized Users sign in order to register such Authorized Users so that they may access the System and use the Services.

2.6 "*Hixny Policies and Procedures"* means the policies and procedures adopted by the Hixny Board of Directors for the operation of the System and the participation by Participants in the System, as described in Article III,, which are incorporated herein by reference.

2.7 "*Notice of Approval*" means the written notice sent by Hixny to an applicant indicating that the applicant has been approved as a Participant.

2.8 "*Participant*" means a party that is registered with Hixny to act as a Data Provider and/or as a Data Recipient.

2.9 "*Participant Type*" means the category of Participants to which a particular Participant is assigned based upon that Participant's role in the health care system, as more specifically described in Section 4.3.

2.10 "*Patient Data*" means information provided by a Data Provider pursuant to Section 7.2.

2.11 "*Quality Improvement and Care Management*" means activities that include the following: conducting quality measurement, assessment and improvement activities, including outcomes evaluation and development of clinical guidelines; population-based activities related to improving health or reducing health care costs; clinical decisions support and evidence-based clinical protocol development; case management and care coordination; contacting of healthcare providers and patients with information about treatment alternatives; and related functions. Care management by payers may include (i) assisting a patient in obtaining appropriate medical care, (ii) improving the quality of health care services provided to a patient, (iii) coordinating the provision of multiple health care services to a patient or (iv) supporting a patient in following a plan of medical care; provided, however, that no such activity may include utilization review or other tasks designed to determine whether a payer should cover or make payment for a health care service.

2.12 "*Registration Application*" means the written application submitted by a person or organization that wishes to register with Hixny and enter into a Participation Agreement.

2.13 "*Service Fees*" means fees that Hixny may charge to access the System and use the Services.

2.14 "*Services*" means the information-sharing services described in Section 1.3.

2.15 "*System*" means the clinical data exchange operated by Hixny that is described in Section 1.3.

2.16 "*Treatment*" means the provision, coordination or management of health care and related services among health care providers or by a health care provider, which includes but is not limited to consultations between health care providers regarding a patient and the referral of a patient from one health care provider to another, and may include providers sharing information to a third party.

ARTICLE III
THE Hixny POLICIES AND PROCEDURES

3.1 General. The Hixny Policies and Procedures shall apply to the operation of the System, the provision of the Services, and the relationships among Hixny and Participants. Hixny and each Participant agree to comply with the Hixny Policies and Procedures and any amendments thereto, subject to Section 3.2.

3.2 Amendment of the Hixny Policies and Procedures.

3.2.1 *Procedures for Amendment of the Hixny Policies and Procedures*. Hixny is solely responsible for the development of the Hixny Policies and Procedures, and may amend, or repeal and replace the Hixny Policies and Procedures at any time as Hixny determines is appropriate, provided that any such amendment, repeal or replacement of the Hixny Policies and Procedures shall require the approval of the Hixny Board of Directors. Hixny shall notify all Participants of any changes to the Hixny Policies and Procedures at least thirty (30) days prior to the implementation of the change; provided that, if the change requires modifications to the Participant's system or may otherwise materially affect the Participant's operations or obligations under this Participation Agreement, Hixny shall notify the Participant at least ninety (90) days prior to the implementation of the change. Notwithstanding the foregoing, if the change is required in order for Hixny and/or Participants to comply with applicable laws or regulations, Hixny may implement the change within a shorter period of time as Hixny reasonably determines is appropriate under the circumstances; provided that Hixny shall provide the Participants with as much notice of such change as reasonably possible.

3.2.2 *Participant's Rights in the Event of Amendment of the Hixny Policies and Procedures*. Any change to the Hixny Policies and Procedures shall automatically be incorporated by reference into this Participation Agreement, and be legally binding upon Hixny and the Participant, as of the effective date of the change. If a change to the Hixny Policies and Procedures affects a material right or obligation of a Participant hereunder and the Participant objects to that change, that Participant

may terminate this Participation Agreement by giving Hixny written notice thereof not more than thirty (30) days following Hixny's notice of the change. Such termination shall be effective as of the effective date of the change to which the Participant objects; provided, however, that any change to the Hixny Policies and Procedures that Hixny reasonably determines is required to comply with any federal, state or local law or regulation shall take effect as of the effective date Hixny reasonably determines is required, and the termination of this Participation Agreement based on the Participant's objection to the change shall be effective as of Hixny's receipt of the Participant's notice of termination.

ARTICLE IV
PARTICIPANT REGISTRATION

4.1 Registration Required. Only persons or organizations that are registered with Hixny as Participants and enter into a Participation Agreement shall be permitted to access the System and use the Services through its Authorized Users. A Participant may be registered as a Data Provider or as a Data Recipient or as both, as described in this Article IV. A Participant may be registered to use some or all of the Services, as specified in that Participant's Notice of Approval.

4.2 Application for Registration. A person or organization that wishes to register with Hixny and enter into a Participation Agreement must first submit a Registration Application. A Registration Application shall include:

4.2.1 the Participant's Participant Type, as defined in Section 4.3;

4.2.2 whether the Participant is a Data Provider or a Data Recipient, or both; and

4.2.3 such other terms and conditions as may be required by the Hixny Policies and Procedures.

4.3 Participant Type. Each Participant shall register to participate in one of the following Participant Types:

a) Healthcare Organizations, which include all organizations licensed or certified to provide healthcare services under New York State law;

b) Physician Organizations, which include professional physician organizations, associations, corporations, federally qualified health centers and group or individual practices;

c) Payor Organizations, which include insurance companies writing health care insurance, insurance associations, licensed health care service plans, health maintenance organizations, preferred provider arrangements and organizations, third party plan administrators, or self-insured employee welfare benefit plans providing benefits for hospital, medical or other health care services; or

d) Such other Participant Types as may be established by Hixny from time to time.

For purposes of this Section 4.3, the term "Organizations" means any association, business corporation, company, individual, joint stock company, joint venture, not-for-profit corporation, partnership or political subdivision agency, or instrumentality of the government.

4.4 Approval of Registration Applications. Hixny shall review each Registration Application and approve or disapprove each in accordance with the Hixny Policies and Procedures and as Hixny determines is appropriate in accordance with its mission and purpose.

4.5 Notice of Approval. Hixny shall provide a Notice of Approval to the Participant, which specifies the Participant's Participant Type, whether the Participant is a Data Provider or Data Recipient, or both, and such other terms and conditions as determined by Hixny. In addition, the Notice of Approval shall include a copy of this Participation Agreement for applicant's signature. Upon execution of this Participation Agreement by Hixny and applicant, applicant shall become a Participant and shall be permitted to use the System and access the Services, subject to the provisions of this Participation Agreement and the Hixny Policies and Procedures.

ARTICLE V
AUTHORIZED USERS

5.1 Identification of Authorized Users. Each Data Recipient shall provide Hixny with a list in a medium and format approved by Hixny identifying all of the Data Recipient's Authorized Users, together with any other information described in the Hixny Policies and Procedures, to enable Hixny to establish the appropriate access for each Authorized User. The Data Recipient shall update such list whenever an Authorized User is added or removed by reason of termination of employment or otherwise.

5.2 Execution of Authorized User Agreements. Prior to providing the list described in Section 5.1, Data Recipient shall ensure that all identified Authorized Users have executed the appropriate Hixny Authorized User Agreement. Authorized Users who are members of a Data Recipient's medical staff or are independent contractors of a Data Recipient are required to sign the Hixny Authorized User Agreement for Medical Staff Members and Independent Contractors. All other Authorized Users are required to sign the Hixny Authorized User Agreement – General.

5.3 Certification of Authorized Users. At the time that Data Recipient identifies an Authorized User to Hixny pursuant to Section 5.1, Data Recipient shall certify to Hixny that the Authorized User has executed the appropriate Hixny Authorized User Agreement and that the Authorized User:

a) Understands and agrees to comply with the terms and conditions of this Participation Agreement, the Hixny Policies and Procedures, and the requirements of applicable laws governing the confidentiality, privacy and security of protected health information, including without limitation requirements imposed under HIPAA and the laws of New York State;

b) If accessing the System or Services on behalf of a Data Recipient, understands and agrees to use the System and the Services only for Treatment and Quality Improvement and Care Management purposes, so long as the Authorized User, if a sole practitioner, or the Authorized User's organization has or had a relationship with the patient for whom he or she seeks Patient Data;
c) Understands and agrees not to engage in prohibited uses of the System or Services, as described in Sections 6.3 or 7.5, as applicable;
d) Understands that he or she is being granted permission to use the Services and the System only as reasonably necessary for the performance of Data Recipient's activities as the Participant Type under which Data Recipient is registered with Hixny pursuant to Section 4.3;
e) Agrees not to disclose to any other person any passwords issued to the Authorized User pursuant to Section 5.4; and
f) Has acknowledged that his or her failure to comply with this Participation Agreement and the Hixny Policies and Procedures may result in the withdrawal of privileges to use the Services and the System and may constitute cause for disciplinary and/or legal action by Data Recipient or Hixny.

The Data Recipient shall be responsible for maintaining copies of all executed Hixny Authorized User Agreements.

5.4 Passwords and Other Security Mechanisms. Based on the information provided by the Data Recipient pursuant to Section 5.1, Hixny shall issue or activate, as the case may be, a user name and password to or for each Authorized User who is authorized by the Data Recipient, which shall permit the Authorized User to access the System and use the Services on behalf of such particular Data Recipient. Hixny shall provide each such user name and password to the Data Recipient and the Data Recipient shall be responsible for communicating that information to the appropriate Authorized User, where necessary. When the Data Recipient removes an individual from its list of Authorized Users, and informs Hixny of the change, pursuant to Section 5.1, Hixny shall cancel the user name and password of such individual with respect to the Data Recipient, and cancel and de-activate the user name and password of such individual if that individual is as a result of the change no longer an Authorized User of any Data Recipient.

5.5 No Use by Other than Authorized Users. The Data Recipient shall restrict access to the System and, if applicable, use of the Services, only to the Authorized Users the Data Recipient has identified to Hixny in accordance with Section 5.1.

5.6 Responsibility for Conduct of Data Recipient and Authorized Users. As between the Data Recipient, on the one hand, and Hixny and the other Participants, on the other hand, the Data Recipient shall be solely responsible for the following acts and omissions with respect to the System, the Services and/or any confidential and/or other information: (a) all acts and omissions of the Data Recipient and/or the Data Recipient's Authorized Users, other than Authorized Users who are members of a Data Recipient's medical staff or who are independent contractors of Data Recipient, and (b) all acts and omissions of Data Recipient's Authorized Users who are members of a Data Recipient's medical staff or who are independent contractors of Data Recipient and all other individuals who access the System and/or use the Services either through the Data Recipient

or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the Data Recipient or any of the Data Recipient's Authorized Users, to the extent such access or use is the direct result of the negligent acts or omissions or willful misconduct of Data Recipient.

5.7 Discipline and Termination of Authorized Users. Data Recipient shall require that all of its Authorized Users use the System and the Services only in accordance with this Participation Agreement and the Hixny Policies and Procedures, including without limitation those governing the confidentiality, privacy and security of protected health information. Data Recipient shall discipline appropriately any of its Authorized Users who fail to act in accordance with this Participation Agreement and the Hixny Policies and Procedures in accordance with Data Recipient's disciplinary policies and procedures, including but not limited to the withdrawal of the Authorized User's privileges to access and use the System and Services. Hixny reserves the right to terminate at any time an Authorized User's user name and password if it determines that the Authorized User has failed to act in accordance with this Participation Agreement and the Hixny Policies and Procedures.

ARTICLE VI
DATA RECIPIENT'S RIGHTS TO USE SYSTEM AND SERVICES

If the Participant is registered with Hixny as a Data Recipient, the terms of this Article VI shall apply to that Participant.

6.1 Grant of Rights to Data Recipient. Hixny grants to each Data Recipient, and each Data Recipient shall be deemed to have accepted, a nonexclusive, personal, nontransferable, limited right to have access to and to use the System and Services for which that Data Recipient has registered during the term of this Participation Agreement, subject to the Data Recipient's full compliance with Hixny's Policies and Procedures and this Participation Agreement. Hixny retains all other rights to the System and all the components thereof. No Data Recipient shall obtain any rights to the System except for the limited rights to use the System expressly granted by this Participation Agreement and the Hixny Policies and Procedures.

6.2 Permitted Uses. A Data Recipient, through its Authorized Users, may use the System and the Services only for Treatment and Quality Improvement and Care Management purposes, so long as the Data Recipient, as an individual (if the Data Recipient is a sole practitioner) or an organization, has or had a relationship with the patient for whom it seeks Patient Data.

6.3 Prohibited Uses. Without limiting the generality of the foregoing, a Data Recipient, through its Authorized Users, shall not use or permit the use of the System or the Services for any use or purpose described below:

6.3.1 No Services to Third Parties. The Data Recipient shall use the System and the Services for which the Data Recipient has registered only for the Data Recipient's own account, and shall not use any part of the System or the Services to provide separate services or sublicenses to any third party, including without limitation providing any service bureau services or equivalent services to a third party.

6.3.2 No Services Prohibited by Law. The Data Recipient shall not use the System or the Services for which the Data Recipient has registered for any purpose or in any manner that is prohibited by federal, state or local laws, rules or regulations.

6.3.3 No Services Prohibited by Contracts with New York State. The Data Recipient shall not use the System or the Services for which the Data Recipient has registered for any purpose or in any manner that is prohibited by any contractual arrangements Hixny has with New York State related to health information technology programs.

6.3.4 No Use for Purposes Prohibited by Hixny Policies and Procedures. A Data Recipient shall not use the System or the Services for any purpose prohibited by the Hixny Policies and Procedures.

6.4. No Limitation on Data Recipient's Use of Its Own Data. Nothing in this Article VI or elsewhere in this Participation Agreement is intended or will be deemed to limit Data Recipient's use of its own data in any way.

6.5 Consent. Prior to accessing Patient Data, Data Recipient shall comply with all applicable laws governing patient consent to the use or disclosure of information, as well as with all requirements regarding obtaining consent from patients that are set forth in the Hixny Policies and Procedures.

ARTICLE VII
DATA PROVIDER'S OBLIGATIONS

If the Participant is registered with Hixny as a Data Provider, the terms of this Article VII shall apply to that Participant.

7.1 Grant of Rights to Data Provider. Hixny grants to each Data Provider, and each Data Provider shall be deemed to have accepted, a non-exclusive, personal, nontransferable, limited right to have access to and use the System for the purposes of complying with the obligations described in this Article VII, subject to the Data Provider's full compliance with the Hixny Policies and Procedures and the terms of this Participation Agreement. Hixny retains all other rights to the System and all the components thereof. No Data Provider shall obtain any rights to the System except for the limited rights to use the System expressly granted by this Participation Agreement and the Hixny Policies and Procedures.

7.2 Provision of Data. The Data Provider shall make accessible through the System the information described in the Hixny Policies and Procedures as required for the Participant Type under which the Data Provider has registered under Section 4.3. The Data Provider will use reasonable efforts to provide Patient Data that accurately reflects the relevant data in the Data Provider's electronic records at the time such Patient Data is made accessible through the System.

7.3 Measures to Assure Accuracy of Data. Each Data Provider shall, in accordance with the Hixny Policies and Procedures, use reasonable and appropriate efforts to assure that all data it

provides to the System is accurate, free from serious error, reasonably complete, and provided in a timely manner.

7.4 Grant of Rights to Hixny. Subject to Section 7.5, the Data Provider grants to Hixny a fully-paid, worldwide, non-exclusive, nontransferable, royalty-free right (a) to permit other Participants to access through the System and use all Patient Data provided by the Data Provider in accordance with this Participation Agreement and the Hixny Policies and Procedures, and (b) to use such Patient Data to carry out Hixny's duties under this Participation Agreement and the Hixny Policies and Procedures, including without limitation system administration, testing, problem identification and resolution, management of the System, data aggregation activities as permitted by applicable state and federal laws and regulations, including without limitation, those promulgated under HIPAA, and otherwise as Hixny determines is necessary and appropriate to comply with and carry out its obligations under all applicable federal, state, and local laws and regulations.

7.5 Limitations on Use of Patient Data. Notwithstanding Section 7.4, Patient Data provided by a Data Provider shall not be used for any of the following purposes:

7.5.1 Uses Prohibited by Hixny Policies and Procedures. Any use that is prohibited by the Hixny Policies and Procedures.

7.5.2 Uses Prohibited by Law. Any use that is prohibited by federal, state or local laws, rules or regulations.

7.5.3 Uses Prohibited by Contracts with New York State. Any use that is prohibited by any contractual arrangements Hixny has with New York State related to health information technology programs.

7.6 No Limitation on Data Provider's Use of Its Own Data. Nothing in this Article VII or elsewhere in this Participation Agreement is intended or will be deemed to limit Data Provider's use of its own patient data in any way.

7.7 Consent. Data Provider shall comply with all applicable laws governing patient consent to the use or disclosure of information, as well as with all requirements regarding obtaining consent from patients that are set forth in the Hixny Policies and Procedures.

ARTICLE VIII
SOFTWARE AND/OR HARDWARE PROVIDED BY Hixny

8.1 Description. Hixny shall provide to each Participant the software and/or hardware required to access the System and use the Services the Participant has registered to receive, as more particularly described in the Hixny Policies and Procedures (the "Associated Software" and "Associated Hardware," respectively). All installation, maintenance or support obligations, if any, of Hixny with respect to the Associated Software and the Associated Hardware shall be as set forth in the Hixny Policies and Procedures.

8.2 Right to Use Associated Hardware and Software. Hixny grants to each Participant a non-exclusive, personal, nontransferable, limited right to use the Associated Software and the Associated Hardware during the term of this Participation Agreement for access to or use the System and, if the Participant is a Data Recipient, for the purposes of obtaining the Services, in accordance with the Hixny Policies and Procedures.

8.3 Copying and Backups. The Participant shall not, without Hixny's prior written consent, copy any of the Associated Software. Hixny shall be responsible for protecting the Associated Software from loss of data by implementing routine backup procedures.

8.4 Modifications; Derivative Works. The Participant shall not modify, reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit or assist others to create the Associated Software or the System otherwise, or to create any derivative works from the Associated Software or the System. The Participant shall not modify the Associated Software or combine the Associated Software with any other software or services not provided or approved by Hixny.

8.5 Third- Party Software, Hardware, and/or Services. The Associated Software includes certain third-party software, hardware, and services, which may be subject to separate licenses or subscription or other agreements or may require that a Participant enter into such agreements with third-party vendors, or which may be open source. Prior to receipt or access by the Participant to such Associated Software, each Participant shall execute such agreements as may be required for the use of such software, hardware or services. Hixny shall provide the Participant with the terms of any license or other agreement held by Hixny, and any open-source or similar licenses, relating to third-party products included in Associated Software, and the Participant shall comply with the terms of any applicable license or other agreement relating to third-party products included in Associated Software.

ARTICLE IX
PROTECTED HEALTH INFORMATION

9.1 Compliance with HIPAA, the Hixny Policies and Procedures, and Other Laws and Regulations. Hixny and each Participant shall comply with the Hixny Policies and Procedures and all applicable standards for the confidentiality, security and use of patient health information under federal, state and local laws, rules or regulations, including but not limited to HIPAA, 42 C.F.R. Part 2, Article 33 of the New York State Mental Hygiene Law, Article 27-F of the New York State Public Health Law, New York State Public Health Law §§17, 2803-c, and 4410, New York State Civil Rights Law §79-l. Each Participant agrees to report promptly upon its knowledge to Hixny, and Hixny agrees to report promptly to the Hixny Board of Directors, any material breach of the provisions of this Section 9.1 that relates to this Participation Agreement. In addition, Hixny agrees to report promptly any material breach of the provisions of this Section 9.1 to any Participant that Hixny has knowledge has provided or has accessed Patient Data that is the subject of such breach.

9.2 Business Associate Agreement. To the extent Hixny will have access to any protected health information as defined at 45 CFR § 164.501 ("Protected Health Information"), including

receiving such information from Participant or creating or receiving such information on behalf of Participant, Hixny acknowledges that it is a business associate of Participant (as such term is defined by HIPAA). As such, it shall maintain the security and privacy of Protected Health Information in accordance with the provisions of the Business Associate Agreement that is attached hereto as Exhibit B and incorporated herein by reference. All such Protected Health Information shall be and remain the property of the Participant and, to the extent provided by law, of the individual who is the subject of that Protected Health Information.

9.4 Qualified Service Organization Agreement. If, through any Participant's use of the Services, Hixny's performance of its responsibilities described in the Hixny Policies and Procedures causes Hixny to act as a "qualified service organization" (as defined in 42 C.F.R. Part 2), the Participant and Hixny shall enter into a Qualified Service Organization Agreement substantially in the form attached hereto as Exhibit C or in such form as may otherwise be mutually agreed to by the Participant and Hixny.

9.5 Reporting of Serious Breaches. Without limiting any requirements of this Article IX, Hixny and Participant shall report to the other any serious use or disclosure of Protected Health Information not provided for by this Participation Agreement, the Hixny Policies and Procedures, or the Business Associate Agreement of which Hixny or Participant becomes aware, and any security incident concerning electronic Protected Health Information (a "Serious Breach of Confidentiality or Security"). A "Serious Breach of Confidentiality or Security" is one that adversely affects (a) the viability of the System, (b) the trust among Participants, or (c) the Hixny's legal liability.

ARTICLE X
OTHER OBLIGATIONS OF PARTICIPANTS

10.1 Compliance with Laws and Regulations. Without limiting any other provision of this Participation Agreement and the Hixny Policies and Procedures relating to the parties' compliance with applicable laws and regulations, each Participant (i) agrees to comply with applicable federal, state and local laws, ordinances and regulations relating to its use of the System and the Services, and (ii) remains responsible for ensuring that any service provided pursuant to this Participation Agreement complies with applicable federal, state, and local laws, ordinances and regulations.

10.2 System Security. The Participant shall implement security measures with respect to the System and the Services in accordance with the Hixny Policies and Procedures

10.3 Software and Hardware Provided by Participant. Each Participant shall be responsible for procuring all equipment and software (other than the Associated Hardware and Software, as defined in Section 8.1) necessary for it to (i) access the System, (ii) use the Services (including the Associated Software), and (iii) provide to Hixny all information required to be provided by the Participant ("Participant's Required Hardware and Software"). Each Participant's Required Hardware and Software shall conform to Hixny's then-current specifications, unless otherwise mutually agreed. Hixny may change such specifications from time to time in its sole discretion upon not less than ninety (90) days' prior notice to each Participant affected by the change. As part of the Participant's obligation to provide Participant's Required Hardware and Software, the

Participant shall be responsible for ensuring that all Participant's computers to be used to interface with the System are properly configured, including but not limited to the operating system, web browser, and internet connectivity.

10.4 Other Resources. Each Participant shall be responsible for providing such other resources as may be reasonably necessary for connection with the implementation of the System at the Participant, including but not limited to making available such Participant staff members as may be necessary for such purposes.

10.5 Malicious Software, Viruses, and Other Threats. The Participant shall use reasonable efforts to ensure that its connection to and use of the System, including without limitation the medium containing any data or other information provided to the System, does not include, and that any method of transmitting such data will not introduce, any program, routine, subroutine, or data (including without limitation malicious software or "malware," viruses, worms, and Trojan Horses) which will disrupt the proper operation of the System or any part thereof or any hardware or software used by Hixny in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the System or any part thereof or any hardware, software or data used by Hixny or any other Participant in connection therewith, to be destroyed, damaged, or rendered inoperable.

10.6 Training. The Participant shall, at its own expense, ensure that all of the Participant's personnel, including without limitation Authorized Users, understand and have knowledge of the requirements of applicable laws and regulations governing the confidentiality, privacy, and security of protected health information, including without limitation requirements imposed under HIPAA.

10.7 Audits and Reports. The Participant shall perform periodic audits and reports and any required follow-up actions as required by the Hixny Policies and Procedures.

ARTICLE XI
Hixny's OPERATIONS AND RESPONSIBILITIES

11.1 Execution of Participation Agreement. Hixny shall require that all Participants enter into a Participation Agreement prior to being granted access to, and use of, the System or the Services.

11.2 Maintenance of System. Hixny shall maintain the functionality of the System and the Services in accordance with the Hixny Policies and Procedures, and shall provide such service, security, and other updates as Hixny determines are appropriate from time to time.

11.3 Malicious Software, Viruses, and Other Threats. Hixny shall use reasonable efforts to protect the System from any program, routine, subroutine, or data (including without limitation malicious software or "malware," viruses, worms, and Trojan Horses) which will disrupt the proper operation of the System or any part thereof or any hardware or software used by Hixny in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the System or any part thereof or any hardware,

software or data used by Hixny or any other Participant in connection therewith, to be destroyed, damaged, or rendered inoperable.

11.4 Training. As may be required by the Hixny Policies and Procedures, Hixny shall make available training for each Participant regarding the Participant's rights and obligations under this Participation Agreement and the Hixny Policies and Procedures, and the access and use of the System and Services, including such user manuals and other resources Hixny determines appropriate to support the System and Services.

11.5 Telephone and/or E-Mail Support. Hixny shall provide by telephone and/or email support and assistance in resolving difficulties in accessing and using the System and the Services, in accordance with the Hixny Policies and Procedures.

11.6 Audits and Reports. Hixny shall perform audits and provide reports as required by the Hixny Policies and Procedures.

11.7 Compliance with Laws and Regulations. Without limiting any other provision of this Participation Agreement and the Hixny Policies and Procedures relating to the parties' compliance with applicable laws and regulations, Hixny agrees to comply with applicable federal, state and local laws, ordinances and regulations relating to the operation of the System and the provision of the Services.

11.8 Change or Termination of Services.

11.8.1 *Procedures for Change of Services*. Hixny may change the Services at any time, subject to the approval of its Board of Directors. Hixny shall notify all Participants of any changes to the Services at least thirty (30) days prior to the implementation of the change; provided that, if the change requires modifications to the Participant's system or may otherwise materially affect the Participant's operations or obligations under this Participation Agreement, Hixny shall notify the Participant at least ninety (90) days prior to the implementation of the change. Notwithstanding the foregoing, if the change is required in order for Hixny and/or Participants to comply with applicable laws or regulations, Hixny may implement the change within a shorter period of time as Hixny determines is appropriate under the circumstances; provided that Hixny shall provide the Participants with as much notice of such change as reasonably possible.

11.8.2 *Procedures for Termination of Services*. Hixny may cease providing the Services at any time, subject to the approval of its Board of Directors. Hixny shall notify all Participants at least one hundred eighty (180) days prior to cessation of services. Notwithstanding the foregoing, if the cessation is required in order for Hixny and/or Participants to comply with applicable laws or regulations, Hixny may cease the service within a shorter period of time as Hixny determines is appropriate under the circumstances; provided that Hixny shall provide the Participants with as much notice of such cessation as reasonably possible.

11.8.3 *Participant's Rights in the Event of a Change in Services.* If a change to the Services affects a material right or obligation of a Participant hereunder and the Participant objects to that change, the Participant may terminate this Participation Agreement by giving Hixny written notice thereof not more than thirty (30) days following Hixny's notice of the change. Such termination shall be effective as of the effective date of the change to which the Participant objects; provided, however, that any change to the Services that Hixny reasonably determines is required to comply with any federal, state or local law or regulation shall take effect as of the effective date Hixny reasonably determines is required, and the termination of this Participation Agreement based on the Participant's objection to the change shall be effective as of Hixny's receipt of the Participant's notice of termination.

ARTICLE XII
FEES AND CHARGES

12.1 Fees. Hixny currently does not charge Participants any fees to register to become a Participant or fees to access the System and use the Services ("Service Fees"). In the event that the Hixny Board of Directors, in its sole discretion, decides to charge any such fees, such fees shall be charged in accordance with a Fee Schedule adopted by the Hixny Board of Directors and incorporated into the Hixny Policies and Procedures. Hixny shall notify all Participants in writing of its intent to begin charging fees at least (90) days prior to the implementation of such change. Thereafter, Hixny shall provide Participants with ninety (90) days' prior written notice of any changes to such fees or additional fees that may be charged. In the event that a Participant objects to the decision by Hixny to begin charging fees, or any changes to or additional fees, that Participant may terminate this Participation Agreement by giving Hixny written notice thereof not more than thirty (30) days following Hixny's notice of such fees. Such termination shall be effective as of Hixny's receipt of the Participant's notice of termination.

12.2 Payment. The Participant shall pay all Service Fees within thirty (30) days following the date of invoice by Hixny sent to the Participant's address as shown in Hixny's records.

12.3 Late Charges. Service Fees not paid to Hixny within thirty (30) days following the due date therefore are subject to interest at the rate of one and one-half percent (1 1/2 %) per month on the outstanding balance, or the highest amount permitted by law, whichever is lower.

12.4 Suspension of Service. Failure to pay Service Fees within ninety (90) days following the due date therefore may result in termination of the Participant's access to the System and/or use of the Services on thirty (30) days prior to notice. A reconnection fee may be assessed to reestablish connection after termination due to non-payment.

12.5 Taxes. All Service Fees shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and the Participant shall pay any tax (excluding taxes on Hixny's net income) that Hixny may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and services provided pursuant to this Participation Agreement.

12.6 Other Charges and Expenses. The Participant shall be solely responsible for any other charges or expenses the Participant may incur to access the System and use the Services, including without limitation, telephone and equipment charges, and fees charged by third-party vendors of products and services.

ARTICLE XIII
PROPRIETARY INFORMATION

13.1 Scope of Proprietary Information. In the performance of their respective responsibilities pursuant to this Participation Agreement, Hixny and Participant's may come into possession of certain Proprietary Information of the other. For the purposes hereof, "Proprietary Information" means all trade secrets, business plans, marketing plans, know-how, data, contracts, documents, scientific and medical concepts, member and customer lists, costs, financial information, profits and billings, and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives, and agreements of the party, whether written or verbal, that are confidential in nature; provided, however, that Proprietary Information shall not include any information that: (a) is in the public domain; (b) is already known or obtained by any other party other than in the course of the other party's performance pursuant to this Participation Agreement; (c) is independently developed by any other party; and/or (d) becomes known from an independent source having the right to disclose such information and without similar restrictions as to disclosure and use and without breach of this Participation Agreement, or any other confidentiality or nondisclosure agreement by such other party.

13.2 Nondisclosure of Proprietary Information. Hixny and the Participant each (a) shall keep and maintain in strict confidence all Proprietary Information received from the other, or from any of the other's employees, accountants, attorneys, consultants, or other agents and representatives, in connection with the performance of their respective obligations under this Participation Agreement; (b) shall not use, reproduce, distribute or disclose any such Proprietary Information except as necessary to carry out its duties under this Participation Agreement or as required by laws; and (c) shall require its employees, accountants, attorneys, consultants, and other agents and representatives to refrain from making any such use, reproduction, distribution, or disclosure, except in connection with the performance of their respective obligations under this Participation Agreement.

13.3 Equitable Remedies. All Proprietary Information represents a unique intellectual product of the party disclosing such Proprietary Information (the "Disclosing Party"). The unauthorized disclosure of said Proprietary Information would have a detrimental impact on the Disclosing Party. The damages resulting from said detrimental impact would be difficult to ascertain but would result in irreparable loss. It would require a multiplicity of actions at law and in equity in order to seek redress against the receiving party in the event of such an unauthorized disclosure. The Disclosing Party shall be entitled to equitable relief in preventing a breach of this Article XIII and such equitable relief is in addition to any other rights or remedies available to the Disclosing Party.

13.4 Notice of Disclosure. Notwithstanding any other provision hereof, nothing in this Article XIII shall prohibit or be deemed to prohibit a party hereto from disclosing any Proprietary

Information (or any other information the disclosure of which is otherwise prohibited hereunder) to the extent that such party becomes legally compelled to make such disclosure by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction, and such disclosures are expressly permitted hereunder; provided, however, that a party that has been requested or becomes legally compelled to make a disclosure otherwise prohibited hereunder by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction shall provide the other party with notice thereof within five (5) calendar days, of, if sooner, at least three (3) business days before such disclosure will be made so that the other party may seek a protective order or other appropriate remedy. In no event shall a party be deemed to be liable hereunder for compliance with any such subpoena or order of any court, administrative agency or governmental body of competent jurisdiction.

ARTICLE XIV
DISCLAIMERS, EXCLUSIONS OF WARRANTIES, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

14.1 Carrier Lines. By using the System and the Services, each Participant shall acknowledge that access to the System is to be provided over various facilities and communications lines, and information will be transmitted over local exchange and Internet backbone or other carrier lines and through routers, switches, and other devices (collectively, "carrier lines") owned, maintained, and serviced by third-party carriers, utilities, and Internet service providers, all of which are beyond Hixny's control. Hixny assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines, except to the extent that such liability, delay, failure, interruption, interception, loss, transmission or corruption arises as a direct result of the negligent acts or omissions or willful misconduct of Hixny. Use of the carrier lines is solely at user's risk and is subject to all applicable local, state, national, and international laws.

14.2 No Warranties. Access to the System, use of the Services, and the information obtained by a Data Recipient pursuant to the use of those services are provided "as is" and "as available" without any warranty of any kind, expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Participant is solely responsible for any and all acts or omissions taken or made in reliance on the System or the information in the System, including inaccurate or incomplete information. It is expressly agreed that in no event shall Hixny be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if Hixny has been apprised of the possibility or likelihood of such damages occurring. Hixny disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the System, except to the extent that such liability is the direct result of the negligent acts or omissions or willful misconduct of Hixny.

14.3 Other Participants. By using the System and the Services, each Participant shall acknowledge that other Participants have access to the System and Services. Such other Participants have agreed to comply with the Hixny Policies and Procedures, concerning use of the information made available through Hixny; however, the actions of such other parties are beyond the control of Hixny. Accordingly, Hixny does not assume any liability for or relating to any impairment of the privacy, security, confidentiality, integrity, availability, or restricted use of any information on the System resulting from any Participant's actions or failures to act, except to the extent that such liability is the direct result of the negligent acts or omissions or willful misconduct of Hixny.

14.4 Participant's Actions. The Participant shall be solely responsible for any damage to a computer system, loss of data, and any damage to the System caused by that Participant or any person using a User ID assigned to the Participant or a member of the Participant's workforce.

14.5 Unauthorized Access; Lost or Corrupt Data. Hixny is not responsible for unauthorized access to the Participant's transmission facilities or equipment by individuals or entities using the System or for unauthorized access to, or alteration, theft, or destruction of the Participant's data files, programs, procedures, or information through the System, whether by accident, fraudulent means or devices, or any other method, except to the extent that such access, alteration, theft or destruction are the direct result of the negligent acts or omissions or willful misconduct of Hixny. The Participant is solely responsible for validating the accuracy of all output and reports and protecting the Participant's data and programs from loss by implementing appropriate security measures, including routine backup procedures. The Participant waives any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files resulting from programming error, operator error, equipment or software malfunction, security violations, or the use of third-party software, except to the extent that such damages are the direct result of the negligent acts or omissions or willful misconduct of Hixny. Hixny is not responsible for the content of any information transmitted or received through Hixny's provision of the Services, except to the extent that the content of such information is distorted or corrupted as a direct result of the negligent acts or omissions or willful misconduct of Hixny.

14.6 Inaccurate Data. All data to which access is made through the System and/or the Services originates from Data Providers, and not from Hixny. All such data is subject to change arising from numerous factors, including without limitation, changes to patient health information made at the request of the patient, changes in the patient's health condition, the passage of time and other factors. Hixny neither initiates the transmission of any data nor monitors the specific content of data being transmitted pursuant to this Agreement. Without limiting any other provision of this Participation Agreement or the Hixny Policies and Procedures, Hixny shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content, or delivery of any data either provided by a Data Provider, or used by a Data Recipient, pursuant to this Participation Agreement or the Hixny Policies and Procedures, except to the extent that the content of such information is distorted or corrupted as a direct result of the negligent acts or omissions or willful misconduct of Hixny.

14.7 Patient Care. Without limiting any other provision of this Participation Agreement, the Participant and the Participant's Authorized Users shall be solely responsible for all decisions and

actions taken or not taken involving patient care, utilization management, and quality management for their respective patients and clients resulting from or in any way related to the use of the System or the Services or the data made available thereby. No Participant or Authorized User shall have any recourse against, and each hereby waives any claims against Hixny for any loss, damage, claim, or cost relating to or resulting from its own use or misuse of the System and/or the Services or the data made available thereby, except to the extent that such loss, damage, claim or cost arises as the direct result of the negligent acts or omissions or willful misconduct of Hixny.

14.8 Limitation of Liability. Notwithstanding anything in this Participation Agreement to the contrary, neither Hixny nor Participant shall be responsible for special, indirect, incidental, punitive, consequential, or other similar damages, including but not limited to lost profits, that the party may incur or experience in connection with this Participation Agreement or the System or the Services, however caused, even if such party has been advised of the possibility of such damages. Notwithstanding the foregoing or anything in this Participation Agreement to the contrary, to the maximum extent permitted by applicable laws, the aggregate liability of Hixny and Hixny's officers, directors, employees and other agents to the Participant under this Participation Agreement, regardless of theory of liability, shall be limited to the amount of insurance coverage available to Hixny with respect to such liability plus any amounts for which Hixny is entitled to indemnification by third parties, such as technology vendors.

14.9 Indemnification. Participant agrees to indemnify and hold harmless Hixny, and its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against it by third parties in connection with the negligent performance of the Participant, its directors, officers, employees or agents under this Agreement. Hixny agrees to indemnify and hold harmless Participant, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against it by third parties in connection with the negligent performance of Hixny, its directors, officers, employees or agents under this Agreement. The indemnification agreed to in this Section 14.9 shall be at all times contingent upon prompt notice of claim and full cooperation in the defense of such claim by the party seeking indemnification. This Section 14.9 shall survive termination of this Participation Agreement.

14.10 Remedies Against Vendors. Upon written request by Participant to Hixny describing harm to Participant as a result of an alleged act or omission or willful misconduct by a Hixny vendor, Hixny will: (a) examine whether Hixny has a contractual basis to seek a remedy for Participant and report the results of its examination to Participant. If Hixny determines that it does have a contractual basis to seek a remedy for Participant, it will pursue that remedy, or report back to Participant its reason for not doing so; and (b) provide reasonable cooperation in any efforts by Participant to pursue a remedy against a vendor, including providing copies of the relevant Hixny-vendor agreement, or report back to Participant its reason for not doing so.

ARTICLE XV
INSURANCE

15.1 Insurance. Throughout the term of this Participation Agreement, both Hixny and the Participant shall obtain and maintain insurance coverage in commercially reasonable amounts as approved by the Hixny Board of Directors, in accordance with the Hixny Policies and Procedures.

ARTICLE XVI
TERMINATION

16.1 Term. This Agreement shall commence upon the Effective Date and shall remain in effect until otherwise terminated.

16.2 Termination by a Participant.

16.2.1 A Participant may terminate this Participation Agreement at any time without cause by giving not less than sixty (60) days' prior written notice to Hixny.

16.2.2 A Participant may terminate this Participation Agreement upon Hixny's material breach of its obligations hereunder, which breach is uncured for a period of thirty (30) days after the Participant has given Hixny written notice of that breach and requested that Hixny cure that breach; provided that no opportunity to cure shall be provided and termination shall be immediate in the event of (a) a breach that cannot reasonably be cured within thirty (30) days, (b) repeated breaches of the same obligation, (c) a breach that would expose the Participant to civil or criminal liability or would otherwise cause a violation of applicable laws, rules, regulations or accreditation standards applicable to Participant, or (d) a breach of the Business Associate Agreement between Hixny and Participant. After such termination, Participant agrees to reasonably cooperate with Hixny in its analysis of the cause of such breach if related to the failure of the System to perform the Services.

16.2.3 If a Participant terminates this Agreement pursuant to Section 16.2.2 and has paid any Service Fees pursuant to Section 12.1, Hixny will return to Participant a pro rata portion of such Service Fees (excluding any fees related to registration) based on the remaining service period to which they relate as of the termination date, in accordance with the Hixny Policies and Procedures.

16.2.4 A Participant may terminate this Participation Agreement in accordance with the provisions of Sections 3.2.2, 11.8.3 or 12.1 hereof.

16.3 Termination by Hixny.

16.3.1 Hixny may terminate this Participation Agreement with respect to any Participant at any time without cause, subject to the approval of its Board of Directors, by giving not less than sixty (60) days' prior written notice to the Participant. If such termination occurs, Hixny will return to Participant a pro rata portion of any Service Fees paid by the Participant pursuant to Section 12.1 (excluding any fees related to registration) based on the remaining service period

to which they relate as of the termination date, in accordance with the Hixny Policies and Procedures.

16.3.2 Hixny may terminate this Participation Agreement with respect to any Participant upon the Participant's material breach of its obligations hereunder, which breach continues uncured for a period of thirty (30) days after Hixny has given the Participant written notice of that breach and requested that the Participant cure that breach; provided that no opportunity to cure shall be provided and termination shall be immediate in the event of (a) a breach that cannot reasonably be cured within thirty (30) days, (b) repeated breaches of the same obligation, or (c) a breach that would expose Hixny to civil or criminal liability or would otherwise cause a violation of applicable laws, rules, regulations or accreditation standards applicable to Hixny.

16.4 Effect of Termination. Upon any termination of this Participation Agreement with respect to a Participant, neither that party nor its Authorized Users shall have any rights to use the System or the Services and neither Hixny nor any of the other Participants shall have any further access to Patient Data of such Participant through the System; provided that nothing in this Section 16.4 shall require the return by any other Participant of any Patient Data of a terminating Participant that was accessed prior to such termination.

16.5 Survival of Provisions. Any provision of this Participation Agreement that contemplates performance or observance subsequent to any termination of this Participation Agreement shall survive any termination of this Participation Agreement, including but not limited to the following: Section 5.5, Article 9, Article 13, Section 14.8, Section 14.9, Section 16.4 and this Section 16.5.

ARTICLE XVII
GENERAL PROVISIONS

17.1 Applicable Law. This Participation Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. If any action or other proceeding is brought on or in connection with this Participation Agreement, the venue for such action shall be exclusively in the counties of Albany, Rensselaer, Saratoga and Schenectady in the State of New York.

17.2 Amendment of Agreement. This Agreement shall not be amended unless Hixny and such Participants whose combined number of Authorized Users constitutes at least sixty percent (60%) of all Authorized Users at the time of the proposed amendment agree in writing to such change. Participant understands and agrees that any amendment so approved shall be legally binding on Participant regardless of whether Participant initially agreed to the amendment, and Participant agrees to sign such amendment unless Participant provides notice of termination pursuant to Section 16.2.1.

17.3 Non-Assignability. No rights of the Participant under this Participation Agreement may be assigned or transferred by the Participant, either voluntarily or by operation of law, without the prior written consent of Hixny, which it may withhold in its sole discretion.

17.4 Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Participation Agreement.

17.5 Supervening Circumstances. Neither the Participant nor Hixny shall be deemed in violation of any provision of this Participation Agreement if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control. This Section 17.5 shall not apply to obligations imposed under applicable laws and regulations or obligations to pay money.

17.6 Severability. Any provision of this Participation Agreement or the Hixny Policies and Procedures that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Participation Agreement or the Hixny Policies and Procedures, and such other provisions shall remain in full force and effect.

17.7 Notices. Any and all notices required or permitted under this Participation Agreement shall be deemed to have been properly given when delivered if delivered in person; upon receipt if mailed by first class mail, postage, prepaid; within five (5) business days if mailed by certified or registered mail, return receipt requested; or within one (1) business day if delivered by commercial courier that can confirm delivery, and when addressed to the parties as specified below, or as the parties may otherwise specify in accordance with this provision.

For Participant:

Mayor at the City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

with courtesy copies to:

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

Fire Chief
Saratoga Springs Fire Department
60 Lake Avenue
Saratoga Springs, NY 12866

For Hixny:

Mark McKinney
CEO
Hixny
80 Wolf Road, Suite 500
Albany, New York 12205

with a courtesy copy to:

Karen E. Sosler, Esq.
Rivkin Radler LLP
9 Thurlow Terrace
Albany, New York 12203

17.8 Waiver. No provision of this Participation Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

17.9 Complete Understanding. This Participation Agreement, together with the Business Associate Agreement and the Hixny Policies and Procedures, contains the entire understanding of the parties, and there are no other written or oral understandings or promises between the parties with respect to the subject matter of this Participation Agreement other than those contained or referenced herein. All modifications or amendments to this Participation Agreement shall be in writing and signed by all parties.

17.10 Independent Contractors. The parties to this Participation Agreement are separate and independent entities. Nothing in this Participation Agreement shall be construed or be deemed to create a relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent entities that have entered into this Participation Agreement solely for the purposes provided.

17.11 Health Systems. If Participant is the parent (or grandparent, etc.) organization of other health care provider organizations and is signing this Agreement on behalf of such other organizations, such other organizations are listed on Exhibit D (collectively, "Related Organizations") and Participant hereby represents and warrants that it has the legal authority as agent to sign on behalf of all Related Organizations. Each Related Organization shall be bound by all the terms and conditions of this Agreement as a signatory hereto.

HEALTHCARE INFORMATION XCHANGE OF NEW YORK, INC., d/b/a Hixny

By: Mark McKinney

Signature: _____

Title: CEO

Dated: _____

PARTICIPANT: City of Saratoga Springs dba Saratoga Springs Fire Department

By: _____

Title: _____

Dated: _____

Exhibit A

Authorized User Agreements
Participant Employees

HIXNY AUTHORIZED USER AGREEMENT
WORKFORCE MEMBERS

I, _____ ("Authorized User"), am a workforce member of _____ ("Participant"). I understand and agree to the following:

A. Introduction. Participant has entered into a Participation Agreement with Healthcare Information Xchange of New York, Inc., doing business as Hixny ("Hixny"), a regional health information organization, to access and use the Hixny System and Services. Participant has determined that Authorized User requires access to Patient Data via the Hixny System and Services in order to perform services on behalf of Participant. In accordance with the Participation Agreement, Participant is required to have Authorized User execute this Agreement in order to be granted such right of access. All capitalized terms herein shall have the meanings set forth for such terms in the Participation Agreement.

B. Authorized User's Responsibilities. As a condition of being allowed access to Patient Data via the Hixny System and Services, Authorized User understands and agrees to:

1. Use the Hixny System and the Services only as reasonably necessary for the performance of Participant's lawful and legal duties as a healthcare or physician organization and only for Treatment and Quality Improvement and Care Management purposes for patients who: (a) the Authorized User is treating or for whom the Participant has or had a professional relationship or is in the process of establishing a professional relationship with; and (b) have given written consent to Participant to access and use the patient's Patient Data via the Hixny System and Services.

2. Comply with the requirements of applicable laws and regulations governing the confidentiality, privacy and security of protected health information, including without limitation: (a) 45 C.F.R. Parts 160 and 164 (HIPAA); (b) New York State Public Health Law, Article 27F (HIV-related information); (c) New York State Mental Hygiene Law §33.13 (mental health information); (d) New York State Civil Rights Law §79-1 (genetic testing information); (e) New York State Public Health Law §17 (sexually transmitted disease and abortion information); and (f) 42 C.F.R. Part 2 (alcohol and substance abuse information).

3. Comply with applicable Hixny Policies and Procedures.

4. Not use or permit the use of the Hixny System or the Services: (a) to provide separate services or sublicenses to any third party, including without limitation providing any service bureau services or equivalent services to a third party; (b) for any purpose or in any manner that is prohibited by federal, state or local laws, rules or regulations; (c) for any purpose or in any manner that is prohibited by any contractual arrangements that Hixny has with New York State related to health information technology programs; or (d) for any purpose prohibited by the Hixny Policies and Procedures.

C. Security Safeguards. Authorized User further agrees to:

1. Keep confidential, and not allow other persons to access the Hixny System and Services using Authorized User's use name and/or password.

2. Guard against others inappropriately viewing or accessing information by taking precautions such as logging off the Hixny System when leaving the workstation.

3. Not remove (copy or print) any information without proper authorization or in violation of Hixny Policies and Procedures.

D. Training. Authorized User hereby certifies that he or she has completed all training required by Participant related to Hixny Policies and Procedures.

E. Term and Termination. The term of this Agreement shall commence upon the date set forth below and may be terminated at any time for any reason by Participant or Hixny. Such termination shall be effective immediately and Authorized User shall no longer have access to or use of the Hixny System or Services. Any attempts to access or use the Hixny System or Services after termination is prohibited and unlawful.

F. Breach of Agreement. Authorized User understands that Participant and Hixny will monitor and audit compliance with this Agreement and acknowledges that his or her failure to comply with the terms and conditions of this Agreement may result in the termination of Authorized User's user name and password and may constitute cause for disciplinary and/or legal action by Participant and/or Hixny, in addition to termination of this Agreement. Authorized User further acknowledges and agrees that any breach of this Agreement could result in irreparable harm for which monetary damages may be difficult to ascertain or an inadequate remedy. Authorized User agrees that Participant and/or Hixny shall have the right, in addition to any rights and remedies available in law or equity, to seek and obtain injunctive relief for any violation of this Agreement.

G. General. This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. If any action or other proceeding is brought on or in connection with this Agreement, the venue for such action shall be exclusively in the counties of Albany, Rensselaer, Saratoga or Schenectady in the State of New York. Applicable terms and conditions of Article XIV of the Participation Agreement, including various disclaimers made by Hixny regarding carrier lines, exclusion of warranties, other Participants' actions, unauthorized access, loss or corrupt data, and inaccurate data, Authorized User's responsibility for patient care, limitations of liability, and indemnification, are incorporated herein by reference. Authorized User may not assign or transfer any right or duty under this Agreement, or this Agreement itself, without the prior written consent of Participant. Other than Hixny, there shall be no third-party beneficiaries of this Agreement. Any provision of this Agreement proved invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this Agreement, which shall remain in full force and effect. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. This Agreement contains the entire understanding of the parties, and there are no other written or oral understandings or promises between the parties with respect to the subject matter of this Agreement other than those contained or referenced herein. All modifications or amendments to this Agreement shall be in writing and signed by all parties.

I have read the foregoing and agree to the terms and conditions set forth above.

AUTHORIZED USER SIGNATURE: _____

Print Name: _____

Title: _____ Date: _____

Phone: _____

Email: _____

AUTHORIZED AGENT SIGNATURE: _____

Print Name: _____

Title: _____ Date: _____

Phone: _____

Email: _____

☐ Check to attest the Authorized User has been Identity Proofed per Hixny Policies & Procedures

Participant Medical Staff and Contractors

HIXNY AUTHORIZED USER AGREEMENT
MEDICAL STAFF MEMBERS AND INDEPENDENT CONTRACTORS

I, _____ ("Authorized User"), am a medical staff member or independent contractor of _____ ("Participant"). I understand and agree to the following:

A. Introduction. Participant has entered into a Participation Agreement with Healthcare Information Xchange of New York, Inc., doing business as Hixny ("Hixny"), a regional health information organization, to access and use the Hixny System and Services. Participant has determined that Authorized User requires access to Patient Data via the Hixny System and Services in order to perform services on behalf of Participant. In accordance with the Participation Agreement, Participant is required to have Authorized User execute this Agreement in order to be granted such right of access. All capitalized terms herein shall have the meanings set forth for such terms in the Participation Agreement.

B. Authorized User's Responsibilities. As a condition of being allowed access to Patient Data via the Hixny System and Services, Authorized User understands and agrees to:

1. Use the Hixny System and the Services only as reasonably necessary for the performance of Participant's lawful and legal duties as a healthcare or physician organization and only for Treatment and Quality Improvement and Care Management purposes for patients who: (a) the Authorized User is treating or for whom the Participant has or had a professional relationship or is in the process of establishing a professional relationship with; and (b) have given written consent to Participant to access and use the patient's Patient Data via the Hixny System and Services.

2. Comply with the requirements of applicable laws and regulations governing the confidentiality, privacy and security of protected health information, including without limitation: (a) 45 C.F.R. Parts 160 and 164 (HIPAA); (b) New York State Public Health Law, Article 27F (HIV-related information); (c) New York State Mental Hygiene Law §33.13 (mental health information); (d) New York State Civil Rights Law §79-1 (genetic testing information); (e) New York State Public Health Law §17 (sexually transmitted disease and abortion information); and (f) 42 C.F.R. Part 2 (alcohol and substance abuse information).

3. Comply with applicable Hixny Policies and Procedures.

4. Not use or permit the use of the Hixny System or the Services: (a) to provide separate services or sublicenses to any third party, including without limitation providing any service bureau services or equivalent services to a third party; (b) for any purpose or in any manner that is prohibited by federal, state or local laws, rules or regulations; (c) for any purpose or in any manner that is prohibited by any contractual arrangements that Hixny has with New York State related to health information technology programs; or (d) for any purpose prohibited by the Hixny Policies and Procedures.

C. Security Safeguards. Authorized User further agrees to:

1. Keep confidential, and not allow other persons to access the Hixny System and Services using Authorized User's use name and/or password.

2. Guard against others inappropriately viewing or accessing information by taking precautions such as logging off the Hixny System when leaving the workstation.

3. Not remove (copy or print) any information without proper authorization or in violation of Hixny Policies and Procedures.

D. **Training**. Authorized User hereby certifies that he or she has completed all training required by Participant related to Hixny Policies and Procedures.

E. **Term and Termination.** The term of this Agreement shall commence upon the date set forth below and may be terminated at any time for any reason by Participant or Hixny. Such termination shall be effective immediately and Authorized User shall no longer have access to or use of the Hixny System or Services. Any attempts to access or use the Hixny System or Services after termination is prohibited and unlawful.

F. **Breach of Agreement**. Authorized User understands that Participant and Hixny will monitor and audit compliance with this Agreement and acknowledges that his or her failure to comply with the terms and conditions of this Agreement may result in the termination of Authorized User's user name and password and may constitute cause for disciplinary and/or legal action by Participant and/or Hixny, in addition to termination of this Agreement. Authorized User further acknowledges and agrees that any breach of this Agreement could result in irreparable harm for which monetary damages may be difficult to ascertain or an inadequate remedy. Authorized User agrees that Participant and/or Hixny shall have the right, in addition to any rights and remedies available in law or equity, to seek and obtain injunctive relief for any violation of this Agreement.

G. **Indemnification**. Authorized User agrees to indemnify and hold harmless Participant and Hixny, and each of their directors, officers, employees, and agents, from and against any and all claims, actions, liabilities, losses, damages or costs (including reasonable attorney's fees) arising from the actual or alleged acts or omissions of Authorized User under this Agreement. This paragraph F shall survive termination of this Agreement.

H. **General.** This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. If any action or other proceeding is brought on or in connection with this Agreement, the venue for such action shall be exclusively in the counties of Albany, Rensselaer, Saratoga or Schenectady in the State of New York. Applicable terms and conditions of Article XIV of the Participation Agreement, including various disclaimers made by Hixny regarding carrier lines, exclusion of warranties, other Participants' actions, unauthorized access, loss or corrupt data, and inaccurate data, Authorized User's responsibility for patient care, limitations of liability, and indemnification, are incorporated herein by reference. Authorized User may not assign or transfer any right or duty under this Agreement, or this Agreement itself, without the prior written consent of Participant. Other than Hixny, there shall be no third-party beneficiaries of this Agreement. Any provision of this Agreement proved invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this Agreement, which shall remain in full force and effect. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. This Agreement contains the entire understanding of the parties, and there are no other written or oral understandings or promises between the parties with respect to the subject matter of this Agreement other than those contained or referenced herein. All modifications or amendments to this Agreement shall be in writing and signed by all parties.

I have read the foregoing and agree to the terms and conditions set forth above.

AUTHORIZED USER SIGNATURE: _____

Print Name: _____

Title: _____ Date: _____

Phone: _____

Email: _____

AUTHORIZED AGENT SIGNATURE: _____

Print Name: _____

Title: _____ Date: _____

Phone: _____

Email: _____

☐ Check to attest the Authorized User has been Identity Proofed per Hixny Policies & Procedures

Exhibit B

Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Agreement (the "Agreement") is between Healthcare Information Xchange of New York, Inc., doing business as Hixny ("Hixny" or "Business Associate") and City of Saratoga Springs dba Saratoga Springs Fire Department ("Covered Entity"), as it relates to Hixny's transmission of Protected Health Information (as defined herein) to and/or from Covered Entity and Hixny's need to routinely access Covered Entity's Protected Health Information, as required under the terms of the existing Hixny Participation Agreement between the parties, as well as any future Hixny Participation Agreement, to which this Business Associate Agreement may be attached ("Participation Agreement"). It is the Parties' intent to comply with HIPAA and the regulations promulgated thereunder (45 CFR Parts 160, 162 and 164, as amended from time to time), as amended by HITECH and the regulations promulgated thereunder.

1. Definitions

a. "Breach" means the acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of PHI, subject to the exceptions provided in 45 CFR 164.402(1)(i)-(iii). For purposes of this definition, any acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule shall be presumed to be a Breach unless it is demonstrated, through a risk assessment, that there is a low probability that the PHI has been compromised.

b. "Breach Notification Rule" means the rules found in 45 CFR Part 160 and Subparts A and D of 45 CFR Part 164, as amended.

c. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

d. "HITECH" means Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health Act, codified at 42 USC §§17921-17954.

e. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

f. "Privacy Rule" means the rules found in 45 CFR Part 160 and Subparts A and E of 45 CFR Part 164, as amended.

g. "Protected Health Information" or "PHI" means individually identifiable health information as defined in 45 CFR 160.103, limited to the information created or received by Business Associate from Covered Entity or created or received by Business Associate on behalf of Covered Entity, including but not limited to electronic PHI.

h. "Regulations" means the Privacy Rule, the Security Rule, and the Breach Notification Rule, collectively.

i. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

j. "Secretary" means the Secretary of the Department of Health and Human Services or his/her designee.

k "Security Rule" means the rules found in 45 CFR Part 160 and Subparts A and C of 45 CFR of Part 164, as amended.

l. "Unsecured PHI" means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under Section 13402(h)(2) of HITECH.

m. "Unsuccessful Security Incident" means, without limitation, activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful long-on attempts, denial of service attacks, and any combination of the foregoing, so long as such incident does not result in unauthorized access to PHI, or any use or disclosure of PHI.

All other capitalized terms in this Agreement have the meanings given to them in the Regulations, HIPAA and HITECH.

2. Obligations and Activities of Business Associate

a. Limited by this Agreement and Law. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by the Participation Agreement, this Agreement, or as Required by Law.

b. Appropriate Safeguards and Security Requirements. Business Associate shall comply with the Security Rule, including the requirements of 45 CFR 164.308 (administrative safeguards), 45 CFR 164.310 (physical safeguards), 45 CFR 164.312 (technical safeguards), and 45 CFR 164.316 (policies and procedures and documentation requirements). Pursuant to the foregoing requirements, Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.

c. Mitigation. Business Associate shall cooperate with Covered Entity to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, resulting from a use or disclosure of Protected Health Information by Business Associate (or by any other agent, person or other entity to whom Business Associate has disclosed PHI) in violation of the requirements of this Agreement.

d. Reporting Requirement.

(i) Business Associate shall report to Covered Entity any Breach of Unsecured PHI and any other use or disclosure of PHI not provided for by this Agreement of which it becomes aware, in accordance with this Agreement.

(ii) Business Associate shall also report to Covered Entity any Security Incident (as defined by the Security Rule) of which it becomes aware; provided however, the Parties agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and

occurrence or attempts of Unsuccessful Security Incidents for which no additional notice or report to Covered Entity shall be required.

(iii) As soon as practical but no later than ten (10) calendar days after Business Associate learns of the occurrence of any non-permitted use or disclosure of PHI, Security Incident or Breach of Unsecured PHI (collectively, a "Reportable Event"), Business Associate shall notify Covered Entity of such occurrence and provide such information about the nature of the event as is known at the time.

(iv) As soon as practical but no later than five (5) calendar days of such notification being made, Business Associate shall provide a written report to Covered Entity, unless despite all reasonable efforts by Business Associate to obtain the information required in subparagraph 2(d)(iv) below, circumstances beyond the control of Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to Covered Entity the information contained in paragraph 2(d)(iv) below as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of the Reportable Event. Business Associate's report will:

(a) Identify the nature of the Reportable Event;
(b) Identify the date of the Reportable Event and the date of the discovery of such event, if known;
(c) Identify the PHI used or disclosed and the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during the Reportable Event;
(d) Identify who made the non-permitted use or received the non-permitted disclosure;
(e) Identify what corrective action Business Associate took or will take to prevent future similar Reportable Events.
(f) Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and
(g) Provide such other information, including a written report, as Covered Entity may reasonably request.

(v) Business Associate will notify Covered Entity as soon as practical but no later than ten (10) calendar days after learning of any inquiries made by or received from any Federal or State regulatory agencies regarding a Reportable Event that is related to PHI received from Covered Entity.

e. Disclosure to Third Parties. Business Associate may disclose PHI to third parties, including its authorized subcontractors, only as necessary to perform functions, activities, or services for, or on behalf of, Covered Entity and for which Covered Entity has engaged Business Associate, provided that:

(i) the disclosure is Required by Law; or

(ii) Business Associate enters into an agreement with each third party that will have access to PHI that is received from, or is created or received by, Business Associate on behalf of Covered Entity that: (x) the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party; (y) that the third party will notify Business Associate of any Reportable Event; and (z) the third party agrees in writing to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement.

f. Access to PHI. In the event that Business Associate maintains one or more record sets on behalf of Covered Entity, and Covered Entity informs it that any such record set is a Designated Record Set, Business Associate agrees to provide Individuals or Covered Entity with access to the Designated Record Set, at the request of Covered Entity, in the time and manner necessary to enable Covered Entity to meet its obligations under the terms of the Privacy Rule. Business Associate will promptly forward any direct requests for access to PHI. Covered Entity will be solely responsible for approving or disapproving any such request for access to the PHI, and Business Associate will comply with Covered Entity's directions regarding such requests. Notwithstanding the above, if Business Associate or its agents or subcontractors uses or maintains PHI in an electronic health record within ten (10) days of receipt of a request from Covered Entity, Business Associate shall make a copy of such PHI available to Covered Entity in an electronic format in order to enable Covered Entity to fulfill its obligations under 45 CFR 164.524(c)(2)(ii).

g. Amendments to PHI. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set when Covered Entity directs it to do so, in the time and manner necessary to permit Covered Entity to meet its obligations under 45 CFR 164.526.

h. Availability of Books and Records. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by Covered Entity or by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Accounting of Disclosures. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, or to an Individual if so directed by Covered Entity, the information collected in accordance with this Section, in the time and manner necessary to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. In the event that the request for an accounting is delivered directly to Business Associate, Business Associate shall within five (5) business days of such request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any PHI except as allowed by this Agreement. Business Associate shall continue to maintain the information required under this paragraph for a period of six (6) years after the applicable disclosure.

j. Prohibition on Sale of PHI. Business Associate shall not sell PHI as prohibited by 45 CFR 164.502(a)(5)(ii) and 45 CFR 164.508(a)(4).

k. Marketing. Business Associate shall not use or disclose PHI in connection with any Marketing (as defined by 45 CFR 164.501) that is prohibited by 45 CFR 164.508(a)(3).

l. Fundraising. Business Associate shall not use or disclose PHI in connection with any written Fundraising communication that is prohibited by 45 CFR 164.514(f).

m. Confidential Communications. Business Associate shall, if directed by Covered Entity, use alternative means or alternative locations when communicating PHI to an Individual based on the Individual's request for confidential communications in accordance with 45 CFR 164.522 including but

not limited to complying with all requests for restrictions as required under 45 CFR 164.522(a)(1)(iii) and (vi).

3. Permitted Uses and Disclosures by Business Associate

a. Except as otherwise limited by this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Participation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Business Associate shall only request, use or disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Business Associate shall limit requests, uses and disclosure of PHI, to the extent practicable, to a Limited Data Set (as defined at 45 CFR 164.514(e)), and in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. All other uses or disclosures not authorized by this Agreement are prohibited, unless agreed to in writing by Covered Entity.

b. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided such uses are permitted under the Privacy Rule.

c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities or to Business Associate's attorney, consistent with 45 CFR 164.502(j)(1).

e. No Off-Shore PHI. Business Associate may not receive, process, transfer, handle, store or access Covered Entity's PHI offshore without the prior express written authorization of Covered Entity. All PHI must reside on servers located in the United States.

4. Provisions for Covered Entity To Inform Business Associate of Privacy Practices and Restrictions

a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices adopted in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5. Term and Termination

a. Term. This Agreement shall be effective as of the Effective Date of the Participation Agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, until protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within thirty (30) days; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

(i) Except as provided in paragraph (c)(ii) of this section, upon termination for any reason of the Participation Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Indemnification

Each party shall indemnify and hold harmless the other party and its officers, directors, employees, and agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any use or disclosure of PHI not permitted by this Agreement or by the Privacy Rule, or other breach of this Agreement or the Regulations by the indemnifying party or any subcontractor, agent, or person under the indemnifying party's control, including but not limited to any penalties or fines arising from violation of HIPAA, HITECH or the Regulations and the reasonable cost to comply with the notification requirements pursuant to 45 CFR 164.404, 45 CFR 164.406 and 45 CFR 164.408 and any related identity theft prevention or monitoring costs that may be required in connection with a Reportable Event. The Parties acknowledge that in addition to the indemnification obligations hereunder, each party shall be directly responsible for, and hold the other harmless against, any civil and/or criminal penalties arising from its violation of HIPAA, HITECH, or the Regulations.

7. Miscellaneous

a. Regulatory References. A reference in this Agreement to a section in the Regulations, HIPAA, HITECH or implementing regulations means the section as in effect or as amended, and for which compliance is required.

b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Regulations, HIPAA, HITECH, and implementing regulations. Notwithstanding the foregoing, the Parties agree to comply with all federal and state laws, rules and regulations related to PHI or the performance of the Parties pursuant to this Agreement, including but not limited to the Regulations, HIPAA and HITECH, and regulations promulgated thereunder, as well as any and all amendments to such standards and regulations.

c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the Regulations, HIPAA and HITECH. In event of any inconsistency or conflict between this Agreement and the Participation Agreement, the terms and conditions of this Agreement shall govern and control.

d. Survival. The obligations of the parties under this Agreement shall survive termination of Business Associate's services to Covered Entity and any agreement under which such services have been engaged.

e. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or in writing.

HEALTHCARE INFORMATION XCHANGE OF NEW YORK, INC., d/b/a Hixny

By: ___Mark McKinney_____

Signature: _____

Title: __CEO_____

Date: _____

COVERED ENTITY

City of Saratoga Springs dba Saratoga Springs Fire Department

By: _____

Title: _____

Date: _____

Exhibit C

Terms of Qualified Service Organization Agreement

Hixny and the Participant do hereby enter into a Qualified Service Organization Agreement, whereby Hixny agrees to provide to the Participant the services described in the Participation Agreement between the parties (the "Participation Agreement") and the Hixny Policies and Procedures (as such term is defined in the Participation Agreement).

Furthermore, Hixny:

1. Acknowledges that in receiving, storing, processing or otherwise dealing with any information about patients in any alcohol and drug abuse treatment program operated by the Participant, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and

2. Undertakes to resist in judicial proceedings any efforts to obtain access to any information pertaining to patients in any alcohol and drug abuse treatment program operated by the Participant otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.

Exhibit D

Related Organizations

Related Organizations, as defined in Section 17.11, are as follows:

ADDENDUM NO. 1 TO THE
HIXNY PARTICIPATION AGREEMENT
(PATIENT PORTAL)

This Addendum No. 1 ("Addendum") to the HIXNY PARTICIPATION AGREEMENT ("Agreement"), is made as of January 26, 2021 ("Effective Date"), by and between Healthcare Information Xchange of New York, Inc., doing business as Hixny ("Hixny"), and City of Saratoga Springs dba Saratoga Springs Fire Department ("Participant"). Hixny and Participant are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

WHEREAS, Hixny and Participant previously entered into the Agreement, which is still in effect and binding on each Party; and

WHEREAS, in accordance with the goals and objectives of the Centers for Medicare and Medicaid ("CMS") and New York State Department of Health, Hixny has established a patient portal (the "Patient Portal") to allow certain individuals whose Patient Data (including Protected Health Information) is available through the Hixny Health Information Exchange ("HIE" or "System") to view, download and transmit such information, or a portion thereof, or to contribute Patient Data to the HIE (such individuals are referred to herein as "Patients"), in accordance with CMS's Stage 2 Meaningful Use requirements; and

WHEREAS, in order to utilize the Patient Portal, Patients will be required to register with Hixny, enter into a participation agreement with Hixny concerning the use of the Patient Portal, and comply with the Hixny Policies and Procedures applicable to such use, among other things; and

WHEREAS, in accordance with terms and conditions of the Hixny Participation Agreement signed by all participants in the HIE ("Hixny Participants"), each Hixny Participant (including Participant) has granted Hixny the right to permit other Hixny Participants to access through the System and use all Patient Data contributed by a Hixny Participant; and

WHEREAS, given the implementation of the Patient Portal, Hixny Participants are now required to grant a similar right with respect to Patients, thereby allowing Hixny to permit Patients to access and use Patient Data contributed by a Hixny Participant through the HIE;

NOW, THEREFORE, the Parties agree as follows:

1. Grant of Rights to Hixny. Participant hereby grants to Hixny a fully-paid, worldwide, non-exclusive, non-transferrable, royalty-free right to permit authorized Patients to

access through the System and use all Patient Data contributed by Participant in accordance with the Agreement and Hixny Policies and Procedures.

2. Recognition of Patient as a Participant in the HIE. Participant acknowledges and agrees that Patients who have registered and been authorized to use the Patient Portal are participants in the HIE, subject certain rights and responsibilities.

3. Use of Patient Data Contributed by Patient. If a Data Recipient, Participant is subject to all terms and conditions set forth in the Agreement with respect to Participant's use of and access to any Patient Data contributed to the HIE by a Patient using the Patient Portal, including but not limited to the need for Patient consent before a Data Recipient can access Patient Data contributed to the HIE by Patient.

4. Patient Data Accessible by Patients. Participant understands and agrees that Patients may have access through the Patient Portal to any and all Patient Data contributed or created by Participant with respect to such Patient, although the Patient Data (or a subset thereof) actually viewable by the Patient will be determined by Hixny and specified in the Hixny Policies and Procedures.

5. Denial of Access to Patient Data. Participant understands and agrees that, due to the functionality of the HIE, Hixny cannot honor a Participant's request to filter or block specific categories or a portion of an individual Patient's Patient Data. Notwithstanding the foregoing, Participant may deny a Patient access to all Patient Data contributed by Participant that is available through the HIE, in accordance with the following:

(a) Any denial of access must be in accordance with New York State Public Health Law §18, 45 CFR §164.524, or other applicable laws (collectively, "Federal and State Requirements");

(b) Participant may deny a Patient access to Patient Data contributed by Participant by activating a blocking mechanism in the HIE by following Hixny Policies and Procedures or by implementing such other method as determined by Hixny;

(c) Participant is solely responsible for complying with all Federal and State Requirements regarding the denial of access, including but not limited to the determination that the denial is legally appropriate, timely notification to the Patient of the denial of access, the reasons for such denial, and the Patient's right to request a review of such denial;

(d) Where Participant seeks to block Patient access by activating a blocking mechanism in the HIE or such other means as specified by Hixny, Hixny shall use commercially reasonable efforts to ensure Patient access to all Patient Data

contributed by Participant is blocked within the HIE to the extent reasonably possible, in accordance with the Hixny Policies and Procedures; and

(e) Hixny shall have no responsibility for determining whether the denial of access is appropriate under Federal and State Requirements; and

(f) Hixny shall have no liability to Participant or Patient for blocking a Patient's access to Patient Data, if Hixny acts in good faith to implement Participant's request to deny such access and if Hixny has not acted in gross negligence or willful misconduct in implementing such request; and

(g) Participant understands and agrees that any blocking mechanism implemented by Hixny will not block from view Participant's Patient Data that has already been (i) accessed by Patient, or (ii) accessed by another Participant and incorporated into the Patient Data created by such other Participant.

6. Registration of Patients. Participant may agree to assist in the process for registering Patients who wish to access Patient Data through the Patient Portal, including providing Patient education, in accordance with the Hixny Policies and Procedures.

7. Education of Medical Staff and Workforce Members. Participant shall educate medical staff and workforce members regarding Patient's right to access the HIE, the use of Patient Data contributed by Patients, and the Hixny Policies and Procedures with respect to the Patient Portal, including but not limited to the denial of Patient access.

8. This Addendum shall not affect, amend, modify or change any other provisions of the Agreement other than as explicitly set forth herein. The terms of the Agreement not affected, modified or changed by virtue of this Amendment shall remain in full force and effect and shall otherwise apply to each Party's obligations and duties under this Addendum, including but not limited to limitations of liability and indemnification rights.

9. This Addendum may be executed in counterparts, including via facsimile or PDF signature, each of which shall be considered an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written below.

HEALTHCARE INFORMATION XCHANGE OF NEW YORK, INC., doing business as Hixny	PARTICIPANT City of Saratoga Springs dba Saratoga Springs Fire Department
By: _____	By: _____
Name: Mark McKinney	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

ADDENDUM NO 2. TO THE
HIXNY PARTICIPATION AGREEMENT
(SHIN-NY PARTICIPATION AND OTHER DATA SHARING ARRANGEMENTS)

This Addendum No. 2 ("Addendum") to the HIXNY PARTICIPATION AGREEMENT ("Agreement"), is made as of January 26, 2021 ("Effective Date"), by and between Healthcare Information Xchange of New York, Inc., doing business as Hixny ("Hixny"), and City of Saratoga Springs dba Saratoga Springs Fire Department ("Participant"). Hixny and Participant are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

WHEREAS, Hixny and Participant previously entered into the Agreement, which is still in effect and binding on each Party, and pursuant to the Agreement, Participant has agreed to comply with Hixny's Policies and Procedures as they may be amended from time-to-time; and

WHEREAS, Hixny has entered into a Qualified Entity Participation Agreement with NYeC, pursuant to which Hixny is authorized to provide its Participants and their Authorized Users with access to and use of the SHIN-NY network (as these terms are defined below) and Patient Data supplied by Participants may be accessed and used by other Qualified Entities and their participants via the SHIN-NY network; and

WHEREAS, Hixny has and with the approval of the Board of Directors may in the future enter into Data Use Agreements, Data Sharing Agreements, and other similar contractual arrangements that broaden the scope of Participants' access to and use of Patient Data from other data suppliers, including but not limited to participants of other health information exchanges located both within and outside of New York State, and such data suppliers may access and use Patient Data supplied by Participants; and

WHEREAS, Participant wishes to broaden its participation in data sharing arrangements through Hixny, including but not limited to access to and use of the SHIN-NY network; and

WHEREAS, this Addendum amends the Agreement to include additional terms and conditions applicable to Participant's broader participation in data sharing arrangements through Hixny, such as the SHIN-NY and other health information exchanges.

NOW, **THEREFORE**, the Parties agree as follows:

1. Definitions.

   a. "NYeC" means the New York eHealth Collaborative, Inc., which is the New York State Department of Health's designee responsible for overseeing implementation of the SHIN-NY.

b. "SHIN-NY" means the set of agreements (and the transactions, relations and data that are created by and through such set of agreements) entered into between the New York State Department of Health, NYeC, Qualified Entities, and Qualified Entity Participants, to make possible the statewide exchange of clinical information for authorized purposes to improve the quality, coordination and efficiency of patient care, reduce medical errors and carry out public health and health oversight activities.

c. "Qualified Entity" has the same meaning as the term "Qualified health IT entity" as defined in 10 NYCRR § 300.1. Hixny and other Regional Health Information Organizations (RHIOs) are Qualified Entities.

2. SHIN-NY Access and Patient Data Sharing. Participant acknowledges that by signing this Addendum it will be permitted access to the SHIN-NY through Hixny's contractual relationship with NYeC; provided, however, Hixny cannot guarantee or warranty access to the SHIN-NY system or SHIN-NY data because (i) operation of the SHIN-NY is dependent upon NYeC, and (ii) other Qualified Entities participating in the SHIN-NY will have the ability to suspend access to their Participant's data under certain circumstances beyond Hixny's control. Participant further acknowledges and agrees that Patient Data contributed by Participant will be shared with participants of other Qualified Entities participating in the SHIN-NY.

3. Other HIE Access and Patient Data Sharing. Participant acknowledges and agrees that, to the extent permitted by the Agreement and Hixny's Data Exchange Policies and Procedures, Patient Data contributed by Participant may be shared with other health information exchanges and their participants or other data suppliers or recipients with which Hixny executes a Participation Agreement, Data Use Agreement, Data Sharing Agreement, or other similar contractual arrangement, and that Participant will be permitted access to and use of Patient Data supplied by such other parties, subject to the terms and conditions of the contractual arrangement entered into by Hixny.

4. Compliance with Statewide Policies and Procedures. Hixny has amended its Data Exchange Policies and Procedures to conform to the requirements of the "Privacy and Security Policies and Procedures for Qualified Entities and their Participants in New York State" (the "Statewide Policies and Procedures"), which have been promulgated as part of the SHIN-NY implementation. The Statewide Policies and Procedures may be amended from time-to-time and, in such event, Hixny will conform its Data Exchange Policies and Procedures to the Statewide Policies and Procedures and notify Participants of such changes in accordance with the Agreement.

5. This Addendum shall not affect, amend, modify or change any other provisions of the Agreement other than as explicitly set forth herein. The terms of the Agreement not affected, modified or changed by virtue of this Amendment shall remain in full force and effect and shall otherwise apply to each Party's obligations and duties under this Addendum, including but not

limited to limitations of liability and indemnification rights. The recitals are incorporated herein as contractual terms of this Addendum.

6. This Addendum may be executed in counterparts, including via facsimile or electronic signature, each of which shall be considered an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written below.

HEALTHCARE INFORMATION XCHANGE OF NEW YORK, INC., doing business as Hixny	PARTICIPANT City of Saratoga Springs dba Saratoga Springs Fire Department
By: _____	By: _____
Name: Mark McKinney	Name: _____
Title: CEO	Title: _____
Date: _____	Date: _____

City of Saratoga Springs, NY Contract

City Project Number: RFP 2020-10 City Project Name: STATION #3 PROJECT
City Department: PUBLIC SAFETY Department Contact Person: AARON DYER City Ext. 3023
Company Name: CHA CONSULTING, INC. (VENDOR #8300)
Company Address: 111 WINNERS CIRCLE, PO Box 5269, ALBANY, NY 12205
Company Telephone No.: 518-453-4500 Company Fax No.: 518-458-1735
Vendor and/or Service Provider Primary Contact: ANTHONY P. STELLATO JR., PE Title: VICE-PRESIDENT
Primary Contact Email: tstellato@chacompanies.com
Service to be Provided: ARCHITECTURAL DESIGN SERVICES
Remit Name (If different from above):
Remit Address:

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **ARCHITECTURAL DESIGN SERVICES**, the Vendor and/or Service Provider submitted proposals dated **7/2/2020** (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 subject to any limitations of liability set forth herein.

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. 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 will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents.

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 **$300000.00 (THREE HUNDRED THOUSAND DOLLARS AND NO CENTS)** a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.

4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of **PUBLIC SAFETY** is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is **ANTHONY P. STELLATO JR. PE**. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

   To the City: Mayor/Commissioner of **PUBLIC SAFETY**, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

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

   To Vendor and/or Service Provider: ANTHONY P. STELLATO JR., CHA CONSULTING INC., 111 WINNERS CIRCLE, ALBANY, NY 12205

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 under this Agreement 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.

John Achenbach, Buildings Sector President January 15, 2021

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

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

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

   For projects involving the provision of **professional services**:

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

   It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, 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** (except for Professional Errors and Omissions coverage) 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 (except for Professional Errors and Omissions coverage) for all those activities performed within its contracted activities for the contact as executed.

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

11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.

12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs reasonably 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 reasonably 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 under their control 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 under the control of Vendor and/or Service Provider 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 which shall not be unreasonably withheld. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default. In the event of a termination for convenience, Vendor and/or Service Provider shall be paid for all services properly performed up to and including the date of termination.

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.

28. Jobsite Safety: Neither the professional activities of Vendor and/or Service Provider, nor the presence of Vendor and/or Service Provider or its employees and/or subcontractors at the construction site, shall relieve the construction contractors of their obligations, duties and responsibilities, including any health or safety precautions required by any regulatory agencies. The City agrees that the construction contractors are solely responsible for jobsite safety.

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

Vendor and/or Service Provider Signature: _____ **Date:** **January 15, 2021**

Print Name: **John Achenbach** **Title:** **Buildings Sector President**

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.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Vendor and/or Service Provider Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Proposal Cover Form – Fire Station #3 Design Services (Attachment "A")

Date: July 2, 2020

City of Saratoga Springs, New York

I/we, the undersigned, being familiar with your local conditions, having studied the existing site conditions and being familiar with all the factors and other conditions affecting the work, are hereto attaching the following documents:

1) Proposal Submission per Section 2.2
2) Fee Proposal Form (Attachment B)
3) Qualifications Reference Form (Attachment C)

I/we, the undersigned, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to execute the work, in accordance with this solicitation and are hereby submitting the following proposal:

The purpose of this project is to provide Design Services for The Fire Station #3 project, located at Henning Road.

TOTAL BID IN FIGURES: $ 300,000.00
Written Amount: Three hundred thousand Dollars

Submittal Date: July 2, 2020

Interested firms may, at their discretion, suggest additional services not explicitly requested by this RFP. Proposals should include itemized costs for additional services. Please note that additional services may or may not be awarded by the City and that costs for additional services are excluded from the base proposal.

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City may consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

SIGNATURE Richard M Amadon Date July 2, 2020

Print Name Richard M. Amadon

Name of Company CHA Consulting, Inc.

Address 3 Winners Circle, Albany, NY 12205

Email: ramadon@chacompanies.com Phone (518) 453-8796

DocuSign Envelope ID: A284F51B-C13E-468C-9ADB-849EF5168478

Request for Certification of Sufficient Funds

Submittal Date 12/4/2020

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

Obligation to be incurred, detailing vendor name, project description, Council approval, etc.:

CHA CONSULTING INC.
3 WINNERS CIRCLE
ALBANY, NY 12205

Appropriation – Current Budget Expense		**H3146952-52000-1217**
Amount Requested for Approval:		**$ 300,000.00**
Current Amount Available:	**As PER MUNIS**	**$ 579,300.00**

DS

Transfer/Amendment Pending: **$**
Transfer/Amendment Date:

Department Head Signature **Date**

Certification of Sufficient Funds

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

DocuSigned by:
00CBE3EAAE9B4E8...

12/8/2020

Commissioner of Finance **Approval Date**

Re: Award of Bid RFP 2020-10 Fire Station #3

From : Eileen Finneran <eileen.finneran@saratoga-springs.org> Tue, Dec 08, 2020 09:58 AM
Subject : Re: Award of Bid RFP 2020-10 Fire Station #3
To : karen perrino <karen.perrino@saratoga-springs.org>
Cc : Danielle Willard <danielle.willard@saratoga-springs.org>

Karen,

Yes, I approve the COF for this Award of Bid.

Eileen

Sent from my iPad

On Dec 8, 2020, at 9:53 AM, karen perrino <karen.perrino@saratoga-springs.org> wrote:

> Eileen,
>
> I forgot to include the Cert of Funds yesterday. Can you please approve and return email, so that I can circulate this for the Award of Bid? I don't need the signed copy; just your emailed approval.
>
> Thank you!
>
> Karen V. Perrino
> Department of Public Safety
> 474 Broadway
> Saratoga Springs, NY 12866
> 518-587-3550 Ext. 2625
>
> Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.
>
> <AWARDOFBIDRFP2020-10.zip>

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

City of Saratoga Springs, NY Contract

City Project Number: _____ **City Project Name: STATION #3 PROJECT**
City Department: PUBLIC SAFETY **Department Contact Person: AARON DYER** **City Ext. 3023**
Company Name: CHA CONSULTING, INC. (VENDOR #8300)
Company Address: 111 WINNERS CIRCLE, PO Box 5269, ALBANY, NY 12205
Company Telephone No.: 518-453-4500 **Company Fax No.: 518-458-1735**
Vendor and/or Service Provider Primary Contact: ANTHONY P. STELLATO JR., PE **Title: VICE-PRESIDENT**
Primary Contact Email: tstellato@chacompanies.com
Service to be Provided: CIVIL ENGINEERING DESIGN SERVICES
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **CIVIL ENGINEERING DESIGN SERVICES**, the Vendor and/or Service Provider submitted proposals dated **9/29/2020** (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 subject to any limitations of liability set forth herein.

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. 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 will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents.

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 **$29900.00 (TWENTY NINE THOUSAND NINE HUNDRED DOLLARS AND NO CENTS)**, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.

4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of **PUBLIC SAFETY** is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is **ANTHONY P. STELLATO JR. PE**. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

   To the City: Mayor/Commissioner of **PUBLIC SAFETY**, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

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

   To Vendor and/or Service Provider: ANTHONY P. STELLATO JR., CHA CONSULTING INC., 111 WINNERS CIRCLE, ALBANY, NY 12205

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 under this Agreement 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.

John Achenbach, Buildings Sector President January 15, 2021

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

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

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

   For projects involving the provision of **professional services**:

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

   It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, 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** (except for Professional Errors and Omissions coverage) 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 (except for Professional Errors and Omissions coverage) for all those activities performed within its contracted activities for the contact as executed.

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

11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.

12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs reasonably 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 reasonably 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 under their control 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 under the control of Vendor and/or Service Provider 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 which shall not be unreasonably withheld. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default. In the event of a termination for convenience, Vendor and/or Service Provider shall be paid for all services properly performed up to and including the date of termination.

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.

28. Jobsite Safety: Neither the professional activities of Vendor and/or Service Provider, nor the presence of Vendor and/or Service Provider or its employees and/or subcontractors at the construction site, shall relieve the construction contractors of their obligations, duties and responsibilities, including any health or safety precautions required by any regulatory agencies. The City agrees that the construction contractors are solely responsible for jobsite safety.

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

Vendor and/or Service Provider Signature: _____ **Date:** **January 15, 2021**

Print Name: **John Achenbach** **Title:** **Buildings Sector President**

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.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Vendor and/or Service Provider Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

September 29, 2020

Mr. Sean Foran
Hueber Breuer Construction
148 Berwyn Ave.
Syracuse, NY 13205
email: sforan@hueber-breuer.com

Re: Civil Engineering Design Services | City of Saratoga Springs Fire Station #3
CHA Proposal No. X66193-Revised

Dear Mr. Foran,

CHA is pleased to submit this revised proposal for civil engineering design services for the development of a new Fire Station on a 2.36-acre parcel on the west side of Henning Road. This proposal is based upon our understanding that the architectural design of the new firehouse will be completed by CHA as outlined in a separate proposal. CHA's civil engineering team will work closely with the architectural project team to carefully integrate the proposed firehouse with the existing site conditions. It is our understanding that a site topographic and boundary survey has been completed by the owner and will be provided to CHA prior to commencing work. It is also our understanding that a review of wetlands on the site has been conducted by the owner, and it has been determined that avoidance of wetland impacts on site is possible with the proposed development.

SCOPE OF SERVICES

CHA's scope of services includes the following:

1. Preparation of a concept site plan.
2. After approval of the concept site plan by owner, it will be color rendered for use by CHA's architectural design team in presentations to the public and review agencies.
3. Preparation of a Full Environmental Assessment Form (FEAF), including submission of letters to NYSOPHRP and NYSDEC to verify that the project will not result in any impacts to cultural/historic resources or threatened/endangered species or habitat. No additional studies are anticipated to receive the required "No Effect" letters and a Negative Declaration by the State Environmental Quality Review (SEQR) Lead Agency.
4. Preparation of site design drawings suitable for permitting and construction. Specifications will be on the drawings (not in separate book format). CHA assumes that lighting of the site will be accomplished from the building, that the site design will require no stairs, ramps, walls or patios, that connections to municipal water and sewer (via gravity) are available at the road frontage within 200 feet of the building, and that sufficient capacity for connection exists.
5. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) meeting the Basic SWPPP requirements of Chapter 242 of the City of Saratoga Springs Code. CHA assumes that the site disturbance will not exceed 1 acre, that coverage under the New York State Pollutant Discharge Elimination System (SPDES) General Permit for Construction Activities (GP-0-20-001) will not be required, and that the water quality and

peak flow attenuation measures required by the NY General Permit and associated design standards will not be applicable to this project.

6. Preparation of a site plan review application and submission to the City of Saratoga Springs Land Use Permit Coordinator.
7. Attendance at one meeting of the Saratoga Springs Planning Board to request a SEQR Negative Declaration and site plan approval.
8. Post-approval submission to the Planning Board including their Notice of Decision on the plans cover sheet.
9. Completion of NYS Office of General Services (OGS) BDC Forms related to civil design. Coordination with OGS related to issuance of the construction permit will be through CHA's architectural design team.
10. Assistance with answering contractor RFIs during the bidding and construction phases. Coordination with contractors and the owner on all RFIs will be through CHA's architectural design team.
11. Review of contractor submittals and shop drawings during construction for soil materials, pipe, precast structures, fencing and any site amenities specified.
12. One site visit at the conclusion of site construction for the purpose of preparing a civil punchlist.
13. The following services are specifically not included in this proposal: survey, geotechnical engineering, structural design, traffic engineering or signal design, wetland delineation, archaeological studies, habitat assessment, cost estimating, value engineering, construction inspection, meeting attendance other than as described above.

CHA FEE

CHA's fee for the above scope of services will be $29,900.00.

We look forward to working with you and the fire department on this project. Please call me at (518) 453-3927 to review this proposal or if you have any questions.

Sincerely,

Anthony P. Stellato Jr., PE
Vice-President

H:\Proposals\200610 Saratoga Fire Station 3\200929 Civil Proposal.docx

/aps

DocuSign Envelope ID: F7F2924A-4EEE-4049-940A-10A4AFE62CA5

Request for Certification of Sufficient Funds

Submittal Date 1/28/2021

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

Obligation to be incurred, detailing vendor name, project description, Council approval, etc.:

CHA CONSULTINGINC.
111 WINNERS CIRCLE
PO BOX 5269
ALBANY, NY 12205

Appropriation – Current Budget Expense	**H3146952-52000-1217**
Amount Requested for Approval:	**$ 29900.00**
Current Amount Available:	
PO 200675 - As PER MUNIS	**$ 579000.00**

Transfer/Amendment Pending: $
Transfer/Amendment Date:

Department Head Signature **Date**

Certification of Sufficient Funds

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

DocuSigned by:
Michael Clark Madigan
09CBE35AAE9B458...

1/28/2021

Commissioner of Finance **Approval Date**

Re: Certification of Funds

From : Eileen Finneran <eileen.finneran@saratoga-springs.org> Thu, Jan 28, 2021 12:55 PM
Subject : Re: Certification of Funds
To : karen perrino <karen.perrino@saratoga-springs.org>
Cc : Christine Gillmett-Brown <christine.brown@saratoga-springs.org>

Yes, I approve the attached certs. Thank you.

Eileen

Sent from my iPad

On Jan 28, 2021, at 12:18 PM, karen perrino <karen.perrino@saratoga-springs.org> wrote:

> Eileen,
>
> Could you please approve the attached certs for the East Side Station 3 project? We need these, as this is a Capital project, and I know we are trying to get these on the agenda for next week...please respond to both Christine and myself, if you would.
>
> Thank you!
>
> Karen V. Perrino
> Department of Public Safety
> 474 Broadway
> Saratoga Springs, NY 12866
> 518-587-3550 Ext. 2625
>
> Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.
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City of Saratoga Springs, NY Contract

City Project Number: _____ **City Project Name:** _____
City Department: PUBLIC SAFETY **Department Contact Person: ASST. CHIEF AARON DYER** **City Ext. 3023**
Company Name: HUEBER-BREUER CONSTRUCTION CO., INC.
Company Address: 148 BERWYN AVENUE, PO BOX 515, SYRACUSE, NEW YORK 13205-0515
Company Telephone No.: 315-476-7917 **Company Fax No.: 315-476-7990**
Vendor and/or Service Provider Primary Contact: SEAN FORAN **Title: VP FIRE PROTECTION SERVICES**
Primary Contact Email: sforan@hueber-bruer.com
Service to be Provided: CONSULTANT SUPPORT SERVICES – FIREHOUSE #3 PROJECT
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for CONSULTANT SUPPORT SERVICES, the Vendor and/or Service Provider submitted proposals dated 1/4/2021 (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. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.

3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed $1100.00 (ONE THOUSAND ONE HUNDRED DOLLARS AND NO CENTS), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.

4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of PUBLIC SAFETY is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is SEAN FORAN, VP FIRE PROTECTION SERVICES. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

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

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

   To Vendor and/or Service Provider: SEAN FORAN, HUEBER-BRUER CONSTRUCTION CO., INC., 148 BERWYN AVENUE, PO BOX 515, SYRACUSE, NEW YORK, 13205-0515

5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

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

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

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

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

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

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

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

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

11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.

12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

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

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

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

    The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.

17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
    a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
    c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).

19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.

23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.

24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.

26. **Modification:** This Agreement may be modified only by a writing signed by both parties.

27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: _____ **Date:** 1/25/2021

Print Name: Sean Foran **Title:** VP of Fire Protection Services

City of Saratoga Springs' Signature: _____ **Date:** _____

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

DocuSign Envelope ID: 8E22A648-7496-49C1-B1F0-2C2FCC65ADCC

Request for Certification of Sufficient Funds

Submittal Date 1/28/2021

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

Obligation to be incurred, detailing vendor name, project description, Council approval, etc.:

HEUBER-BREUER CONSTRUCTION, INC.
148 BERWYN AVENUE
PO BOX 515
SYRACUSE, NY 13205-0515

Appropriation – Current Budget Expense	**H3146952-52000-1217**
Amount Requested for Approval:	**$ 1100.00**
Current Amount Available:	
PO 200675 - As PER MUNIS	**$ 579000.00**

DS

Transfer/Amendment Pending: $
Transfer/Amendment Date:

Department Head Signature **Date**

Certification of Sufficient Funds

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

DocuSigned by:
00CBE3FAAE9B4F8...

1/28/2021

Commissioner of Finance **Approval Date**

Re: Certification of Funds

From : Eileen Finneran <eileen.finneran@saratoga-springs.org> Thu, Jan 28, 2021 12:55 PM
Subject : Re: Certification of Funds
To : karen perrino <karen.perrino@saratoga-springs.org>
Cc : Christine Gillmett-Brown <christine.brown@saratoga-springs.org>

Yes, I approve the attached certs. Thank you.

Eileen

Sent from my iPad

On Jan 28, 2021, at 12:18 PM, karen perrino <karen.perrino@saratoga-springs.org> wrote:

> Eileen,
>
> Could you please approve the attached certs for the East Side Station 3 project? We need these, as this is a Capital project, and I know we are trying to get these on the agenda for next week...please respond to both Christine and myself, if you would.
>
> Thank you!
>
> Karen V. Perrino
> Department of Public Safety
> 474 Broadway
> Saratoga Springs, NY 12866
> 518-587-3550 Ext. 2625
>
> Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.
>
> <CERTIFICATIONOFFUNDSCHACIVIL.doc>
>
> <CERTIFICATIONOFFUNDSHEUBERBREUERSCHEMATIC.doc>

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HUEBER BREUER
DIVISION OF FIRE PROTECTION SERVICES

Mr. Aaron Dyer
Battalion Chief
Saratoga Springs Fire Department
Fire Prevention Office
60 Lake Avenue, Saratoga Springs, NY 12866

Re: Request for Proposal
Proposed Firehouse #3 – Schematic Design Support Services

Assistant Chief Dyer,

Thank you for allowing Hueber-Breuer to submit our qualifications and financial proposal to provide consulting services for the Schematic Design phase of your project. As you are aware, we are very familiar with your projects progress to date, and believe we can provide valuable insight and experience during this next phase of the project.

In response to your request we have attached the following:

- Resumes for our proposed team
- Detailed Project Information and References of Completed Stations

We hereby acknowledge that we have reviewed your request for proposal (attached) dated 1/4/2021 and the scopes of services requested. We have provided leadership to several other station projects of the exact same scope and nature in the past 5 years.

Regarding compensation, Hueber-Breuer Construction Co. Inc. hereby proposes to perform the services outlined in the request for proposal for the lump sum of:

One Thousand, One Hundred Dollars ($1,100)

Sincerely,

Sean Foran

Sean Foran

Vice President

Hueber-Breuer Construction Co. Inc.

Division of Fire Protection Services