

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SARATOGA SPRINGS COUNCIL MEETING

February 16, 2021

MEETING HELD VIA ZOOM

PRESENT:

Meg Kelly, Mayor

Lisa Shields, Deputy Mayor

John P. Franck, Commissioner

Michele Madigan, Commissioner

Anthony Scirocco, Commissioner

Robin Dalton, Commissioner

Matthew Veitch, Supervisor



1 MAYOR KELLY: Good evening. Welcome
2 to city council meeting Tuesday, February
3 16th. It is now 6:55. Tonight, we have
4 two public hearings. The first public
5 hearing is Local Law Number 1 of 2021,
6 defer scheduled payment of taxes.

7 And I'll turn it over to
8 Commissioner Madigan.

9 COMMISSIONER MADIGAN: Thank you,
10 Mayor.

11 The governor signed a bill that
12 allows cities to have installment
13 payments with deferments of up to 120
14 days for tax payments, but the city must
15 pass a local law to enact this action.
16 We already have quarterly installment
17 payments for city's tax payments, so we
18 don't need to add installment payments.
19 Some municipalities don't offer
20 installment payments.

21 So at this time, we are proposing to
22 enact Local Law 1 2021 that allows a
23 sixty-day deferment for each of the first
24 three installment payments. This allows
25 tax payers a cushion of time, while



1 retaining city cash flow which has
2 already been compromised by reduced
3 revenue collections. The original due
4 dates for collections are March 1st, June
5 1st, September 1st, and December 1st.
6 With the sixty-day payment extension on
7 the first three quarters, the latest due
8 date will be May 1st, August 1st, and
9 November 1st. There will be no extension
10 on the last installment. On May 2nd,
11 August 2nd, and November 2nd, the penalty
12 as set by the city charter will be
13 assessed at nine percent on any unpaid
14 installments. And every month after it
15 will be 1.5 percent that will be added
16 until it caps at 15 percent. The
17 discount of 2.25 percent for paying for
18 all four installments by March 1st
19 remains intact. This payment is due by
20 March 1st to receive this discount.

21 The hearing is going to be closed
22 this evening, and I would like to vote on
23 it, but I notice that the final agenda
24 was only updated with the word
25 announcement. So I'm hoping that we can



1 amend that on the agenda and actually do
2 a discussion and vote for the local law
3 for deferring the tax payments since
4 March 1st is before our next city council
5 meeting.

6 Thank you.

7 MAYOR KELLY: Thank you,
8 Commissioner.

9 Anybody in the audience that would
10 like to speak on Local Law Number 1 of
11 2021, defer scheduled payment of taxes,
12 please raise your hand at this time.

13 DEPUTY MAYOR SHIELDS: I don't see
14 anyone, Mayor.

15 MAYOR KELLY: Okay. Then we will
16 close this public hearing, and we will be
17 voting on it this -- this evening.

18 The second item for public hearing
19 is to amend Chapter 58, alarm systems.

20 And I'll turn it over to
21 Commissioner Dalton.

22 COMMISSIONER DALTON: Thank you,
23 Mayor.

24 This is a discussion and vote, amend
25 Chapter 58 of the city code entitled



1 alarm systems. This amendment is to take
2 out the mention of fee amounts in Chapter
3 58 and instead allow fees to be
4 established by the council from time to
5 time by resolution of the city council.

6 MAYOR KELLY: Great. Anybody in the
7 audience that would like to speak on
8 amending Chapter 58, alarm systems,
9 please raise your hand at this time.

10 Lisa, do we have anybody for
11 amending Chapter 58?

12 DEPUTY MAYOR SHIELDS: No, we don't.

13 MAYOR KELLY: Okay. Thank you.

14 And Commissioner, we are closing
15 this, this evening and voting on it,
16 correct?

17 COMMISSIONER DALTON: Correct. Yes.

18 MAYOR KELLY: Great. Thank you.

19 With that, we'll move into our
20 scheduled meeting.

21 Roll call, please?

22 SECRETARY TO CITY COUNCIL:

23 Commissioner Franck?

24 COMMISSIONER FRANCK: Present.

25 SECRETARY TO CITY COUNCIL:



1 Commissioner Madigan?

2 COMMISSIONER MADIGAN: Present.

3 SECRETARY TO CITY COUNCIL:

4 Commissioner Scirocco?

5 COMMISSIONER SCIROCCO: Here.

6 SECRETARY TO CITY COUNCIL:

7 Commissioner Dalton?

8 COMMISSIONER DALTON: Present.

9 SECRETARY TO CITY COUNCIL: Mayor
10 Kelly?

11 MAYOR KELLY: Here.

12 SECRETARY TO CITY COUNCIL:

13 Supervisor Veitch?

14 SUPERVISOR VEITCH: Here.

15 SECRETARY TO CITY

16 COUNCIL: Supervisor Gaston? I don't see
17 her yet.

18 MAYOR KELLY: She's absent tonight.

19 SECRETARY TO CITY COUNCIL: Okay.

20 MAYOR KELLY: Okay. Please rise for
21 the Pledge of Allegiance.

22 I pledge allegiance to the flag of
23 the United States of America and to the
24 republic for which it stands, one nation,
25 under God, indivisible, with liberty and



1 justice for all.

2 Thank you.

3 Next on the agenda is our public
4 comment period. I ask that you keep your
5 comments brief, up to two minutes. There
6 will be a bell to signify the end of your
7 time. Public comment period will
8 continue up to fifteen minutes.

9 As a reminder, public comment period
10 is not a dialog or a discussion with the
11 council members. However, at the end of
12 each public comment period, any council
13 member may respond.

14 So at this time if you wish to speak
15 at public comment period, please raise
16 your hand and wait to be entered into the
17 meeting.

18 Okay. I believe Darlene McGraw
19 (ph.) has her hand up, Lisa.

20 DEPUTY MAYOR SHIELDS: Yeah, Matthew
21 Taylor (ph.) turned his camera on, so you
22 may want to --

23 MAYOR KELLY: Okay.

24 DEPUTY MAYOR SHIELDS: -- do him
25 first, and then Darlene.



1 MAYOR KELLY: Matthew, can you
2 unmute yourself, please? Thank you.

3 MR. TAYLOR: Should I begin?

4 MAYOR KELLY: Yeah, state your name
5 and your address, please.

6 MR. TAYLOR: Sure. Matthew Taylor,
7 47 Van Dam Street, Saratoga Springs.

8 MAYOR KELLY: Yeah, go ahead.

9 MR. TAYLOR: Okay. Tonight I come
10 to speak in support of the antiracism
11 resolution that is before the council.
12 This past month and year, we have
13 witnessed multiple repulsive displays of
14 white -- white supremacy throughout our
15 nation. Systemic racism exists in our
16 nation and our city, and I believe all
17 council members have voiced their beliefs
18 for equality and fairness.

19 Now in spite of all these recent
20 events, I believe it is time to put these
21 words into considerable action. I
22 believe this pledge is an important
23 component of all the work that must be
24 done. I urge all council members to rise
25 in support of this resolution.



1 Thank you.

2 MAYOR KELLY: Thank you.

3 DEPUTY MAYOR SHIELDS: So I don't
4 know where Darlene went.

5 MAYOR KELLY: Darlene, are you
6 there? If you are, can you turn your
7 camera on and unmute?

8 MS. MCGRAW: It says that I can't
9 turn my camera on.

10 MAYOR KELLY: I don't know why.

11 DEPUTY MAYOR SHIELDS: Tell her to
12 try again.

13 MAYOR KELLY: Try again, Darlene.

14 MS. MCGRAW: Okay. Yes.

15 MAYOR KELLY: Great. There you go.

16 MS. MCGRAW: Thank you. Sorry.
17 Having a little technical difficulties.

18 MAYOR KELLY: Yeah, that's okay. No
19 worries. Go ahead.

20 MS. MCGRAW: I would like to
21 discuss -- first of all with this ice
22 storm, I wasn't out for very long today,
23 but thank you to everybody for helping
24 keep us safe during this storm.

25 On days previous to today, I would



1 like to see the City of Saratoga Springs
2 do what other -- what some other
3 municipalities do when there's snow and
4 ice like this, do odd/even parking so
5 that our local DPW snow plows can get
6 through easily and do each side of the
7 road, and we can make sure that our roads
8 are safe. I don't believe the City of
9 Saratoga Springs DPW and Department of
10 Public Safety work together enough, and I
11 would like to see a little bit more
12 working friendliness together so that we
13 can make these roads safer for us all,
14 including our first responders.

15 Thank you.

16 MAYOR KELLY: Thank you.

17 Now, we'll go to Shaun Wiggins.

18 MR. WIGGINS: Okay. Thank you,
19 Mayor.

20 I would also --

21 MAYOR KELLY: Can you --

22 MR. WIGGINS: Oh, my name is
23 Shaun -- Shaun Wiggins, 13 Lakewood
24 Drive, Saratoga Springs.

25 MAYOR KELLY: Yeah, thank you.



1 MR. WIGGINS: I would like to
2 express my support as well for the
3 resolution to the city council. I think
4 it's important that the city makes a
5 statement on the fact that they do
6 contend race -- anti-race -- condemn
7 racism bias as well, too. It's a very
8 simple act. I don't think it takes a lot
9 of effort, and I think that there's quite
10 a bit of support within the community for
11 this as well.

12 Thank you.

13 MAYOR KELLY: Thank you.

14 Go to Katie (ph.) Anderson.

15 MS. ANDERSON: Hi. Thank you,
16 Mayor.

17 Katie Anderson, 11 Chipmunk Chase in
18 Saratoga. I am also here in support of
19 the antiracism pledge, and my hope
20 tonight is that the city council adopts
21 that.

22 Thank you.

23 MAYOR KELLY: Thank you.

24 Steve Hovey. Steve, can you unmute
25 and turn your camera on, please?



1 MR. HOVEY: Ah, yeah. Yes. Thank
2 you. Yeah, Steve Hovey, 1 Persimmon
3 Drive (sic) in -- in Saratoga Springs.
4 And I also very much support the
5 resolution, and I -- I just think it
6 would be really wonderful for the -- the
7 City of Saratoga to show leadership in
8 this very important issue.

9 Thank you.

10 MAYOR KELLY: Thank you.

11 Let's see. Linley (ph.), you're on.

12 MS. HICKOX: Yes. Yes. Can you
13 hear me?

14 MAYOR KELLY: Yes, I can. Thank
15 you.

16 MS. HICKOX: I'm also here --

17 MAYOR KELLY: Could you please state
18 your name and address, please?

19 MS. HICKOX: -- to -- to --

20 MAYOR KELLY: Linley, you're
21 breaking up.

22 MS. HICKOX: Sorry. Can you hear me
23 now?

24 MAYOR KELLY: It's a little bit in
25 and out.



1 MS. HICKOX: Oh, shoot.

2 MAYOR KELLY: Okay. Well, I heard
3 that.

4 MS. HICKOX: Okay. Lindley HICKOX,
5 27 --

6 MAYOR KELLY: Yeah.

7 MS. HICKOX: -- Wedgewood Drive.

8 MAYOR KELLY: Yeah.

9 MS. HICKOX: Saratoga Springs. What
10 was it? Wow, I forgot what I was going
11 to say.

12 Yeah, I'm also here in support of
13 the pledge. I think it does -- as Shaun
14 said, it's a simple act, and it could
15 make a huge difference to our community,
16 especially making sure that our community
17 is a welcoming community to all people.

18 MAYOR KELLY: Great. Thank you.

19 MS. HICKOX: Thank you.

20 MAYOR KELLY: Who else do we have
21 here? Anybody else, raise your hand
22 please.

23 DEPUTY MAYOR SHIELDS: I don't see
24 any others right at this minute, but a
25 couple people just joined us, Mayor.



1 MAYOR KELLY: Yeah. Saran Lawley
2 (ph.), Karen (ph.), Holly (ph.). Anybody
3 want to speak?

4 Okay. Then we will be closing
5 public comment period. Does the council
6 have any comments at this time?

7 COMMISSIONER SCIROCCO: Yes, Mayor,
8 I've got --

9 MAYOR KELLY: Okay.

10 COMMISSIONER SCIROCCO: I have a
11 comment.

12 MAYOR KELLY: Okay. Sure. Go
13 ahead, Commissioner.

14 COMMISSIONER SCIROCCO: In regards
15 to Darlene McGraw's concerns, we do have
16 snow emergencies that we declare when we
17 have three inches of snow or more where
18 cars have to be moved to a clearing, and
19 we do advertise it. Of course, and we
20 also have a lot of streets to the city
21 are already alternate parking, so their
22 cars get moved every twelve hours
23 anyways. And we work really closely with
24 the Department of Public Safety. I mean,
25 if you don't move your car, then they'll



1 give you a ticket and potentially tow
2 you. So I think we're covered with that
3 one.

4 And the other one, if I may real
5 quick. Darlene McGraw did report at the
6 last city council meeting that she had
7 coliform in her water. Apparently, she
8 went and she had tested her water, and
9 she found that she had coliform. I told
10 her last week, or two weeks ago, that I
11 would send somebody over. I sent the
12 water treatment plant supervisor over
13 there to discuss the issue with her. He
14 did discuss the issue with her. We did
15 take samples from her water, and we sent
16 them to our lab CNA, and they came back
17 negative. So I'm not quite sure what the
18 issue was just because -- I just wanted
19 to give her some peace of mind that our
20 water is absolutely safe to drink, and
21 there's really no issues with it. So I
22 think --

23 MAYOR KELLY: Thank you,
24 Commissioner.

25 COMMISSIONER SCIROCCO: -- that



1 resolves her problem.

2 MAYOR KELLY: Thank you.

3 Any other comments?

4 Okay. Then we will move back onto
5 the agenda. There are no presentations
6 this evening. We did have an executive
7 session this morning to discuss two
8 items: collective bargaining
9 negotiations PBA unit and acquisition of
10 property. No action was taken by the
11 council.

12 MAYOR KELLY: At this time, I'm
13 going to ask Commissioner Dalton to bring
14 her one item that I think most of the
15 people are waiting for to the top of the
16 agenda so they don't have to wait till
17 the last of the agenda.

18 COMMISSIONER DALTON: Thank you,
19 Mayor.

20 So yes, tonight I am bringing this
21 equity in action, the pledge, before the
22 city council. This was something that
23 the community outreach committee that has
24 been working on (indiscernible) by
25 Saratoga Springs, specifically through



1 education and culture and awareness,
2 developed because they were engaging with
3 different elements in the city, whether
4 it was the business community, different
5 organizations, and who felt the need to
6 support the social justice movement
7 that's been going on over the last
8 several months. But we're looking for a
9 umbrella organization or a big
10 organization to kind of talk about this
11 and commit to antiracism, what that
12 means, to give them an opportunity to,
13 then, speak up on behalf as well, and so
14 they were -- even in conversations with
15 the community, just getting this kind of
16 feedback again and again. And so
17 ultimately it led us to put together an
18 antiracism pledge that we are hoping that
19 the city adopts. But not only that, I
20 think we've heard a lot about things like
21 antiracism pledges over the last several
22 months, but really the critical part is
23 the action after that.

24 And so what I really was impressed
25 about with the committee was that not



1 only were they thinking about this pledge
2 itself and the words in here and what
3 they meant, but they were also thinking
4 about what the actionable next steps were
5 and making sure this wasn't just words
6 but that it was put into action. And I
7 think that's a really good thing. And I
8 also think that reaffirming who we are as
9 a community, who we believe we are as a
10 city, is always a good thing to do, and
11 this really does that.

12 So I will go right into reading the
13 resolution, unless the council has any
14 questions beforehand.

15 MAYOR KELLY: No, go ahead,
16 Commissioner.

17 COMMISSIONER DALTON: Okay. Whereas
18 in December of 2016 this council issued a
19 resolution in support of mutual respect
20 community. That resolution plainly
21 acknowledged that our city's strength is
22 found in the character of its people and
23 that we've always solved problems by
24 bringing together different people from
25 different opinions and ideas. The



1 resolution ended with a clear commitment
2 to stand against, quote, any and all acts
3 by any person or persons that are
4 intended to demean, devalue, or
5 intimidate others because of their race,
6 ethnicity, nation of origin, religion,
7 gender, sexual identity, disability, or
8 political views. We will remain united
9 as a council and as a community that
10 safeguard the rights and the privileges
11 of everyone in our city.

12 And whereas in the years since that
13 resolution many of us have learned that
14 some of -- that what some of us knew all
15 along about the prevalence of racism in
16 our country, racism exists in every
17 community in the United States. It
18 exists in Saratoga Springs. It is only
19 by the unequivocal recognition of that
20 fact that we began to address the problem
21 together.

22 And whereas we already know that it
23 is wrong to say and do racist things, but
24 we have learned that even those of us who
25 are not deliberate racists can accept and



1 tolerate the racist practice of others
2 because we do not want to get involved or
3 for the sake of our own comfort. We have
4 learned that we may sometimes benefit
5 from injustice, even though we never
6 intended to. We have learned that white
7 privilege is not an insult but a
8 challenge. We acknowledge systemic
9 racism is embedded in our institutions
10 and must be challenged and eliminated,
11 and we have learned that we can and must
12 do better.

13 Now therefore, be it resolved as
14 follows. Number one, the council will
15 exercise its authority as fully as
16 possible to promote racial equity and
17 fairness in our city and to eliminate
18 discriminatory systems and practices.

19 Number two, we will act to develop
20 and cultivate a diverse and inclusive
21 culture that recognizes the strengths
22 that come from giving everyone the
23 opportunity to contribute, participate,
24 grow, and succeed.

25 Number three, we will strive as a



1 government to do what is right and just
2 for all people and to make our schools,
3 our community, our country, and our world
4 a better place.

5 And that concludes the resolution.
6 So I would like to open up to any
7 discussion from the council and then a
8 vote.

9 MAYOR KELLY: So okay. Let's keep
10 with, make a motion.

11 COMMISSIONER DALTON: Okay.

12 MAYOR KELLY: Okay. Can you make a
13 motion to accept the equality in action
14 resolution?

15 COMMISSIONER DALTON: Yes. I would
16 like to make a motion to accept the
17 equity in action resolution.

18 MAYOR KELLY: Is there a second?

19 COMMISSIONER MADIGAN: Second.

20 MAYOR KELLY: Any discussion?

21 COMMISSIONER MADIGAN: Thank you for
22 bringing this forward, Commissioner
23 Dalton.

24 COMMISSIONER DALTON: Thank you.

25 All thanks goes to the committee. It did



1 a great job.

2 COMMISSIONER MADIGAN: And the --

3 MAYOR KELLY: Okay.

4 COMMISSIONER MADIGAN: -- committee,

5 yes.

6 MAYOR KELLY: Yeah. All those in

7 favor say aye.

8 IN UNISON: Aye.

9 MAYOR KELLY: The matter passes.

10 COMMISSIONER DALTON: Thank you all
11 very much.

12 MAYOR KELLY: Thank you,
13 Commissioner, for pulling it forward.
14 And thank, Committee.

15 Okay. Back to our agenda, to the
16 consent agenda. Are there any edits?

17 I move that the city council approve
18 the consent agenda as included with this
19 agenda, this is a motion.

20 Is there a second?

21 COMMISSIONER DALTON: Second.

22 MAYOR KELLY: Any discussion?

23 All those in favor say aye.

24 IN UNISON: Aye.

25 MAYOR KELLY: Any opposed?



1 The matter passes.

2 On to the mayor's department. My
3 first item is to set a public hearing:
4 capital program and budget amendment,
5 east and west side fields annual capital
6 contribution school cap recreation
7 improvement. Per the east and west side
8 recreation fields use and maintenance
9 agreement between the enlarged city
10 school district and the City of Saratoga
11 Springs approved by the city council on
12 12/15/20, the annual capital contribution
13 shall be in the amount of 40,000.

14 I move that the city council approve
15 the capital programming budget, east and
16 west side fields annual capital
17 contribution school cap recreation
18 improvement. This is a motion. Is there
19 a second?

20 COMMISSIONER SCIROCCO: Second.

21 MAYOR KELLY: Thank you.

22 DEPUTY MAYOR SHIELDS: Mayor?
23 Mayor, this is just to set the public
24 hearing.

25 MAYOR KELLY: Set the public



1 hearing.

2 DEPUTY MAYOR SHIELDS Yeah, you
3 don't need a motion.

4 MAYOR KELLY: Okay. So that's
5 right. I'm sorry.

6 DEPUTY MAYOR SHIELDS: I'm sorry.

7 MAYOR KELLY: So that'll be five
8 minutes at the next meeting. Thank you.

9 SECRETARY TO CITY COUNCIL: That'll
10 be March 2nd at 6:55.

11 MAYOR KELLY: March 2nd. Okay.
12 Thank you.

13 Second item is discussion and vote,
14 COVID-19 small business grant program
15 award recommendations. As part of the
16 action plan for expenditure of the third
17 tranche of Cares Act funding received by
18 the city via HUD, the community
19 development department's COVID-19 small
20 business grant program SBG was approved
21 by council on November 2nd, 2020. SBG
22 was allotted \$256,503 of CDBGCV funding
23 to support the preservation of jobs held
24 by persons of low income which would
25 otherwise be lost due to economic impacts



1 of the COVID-19 pandemic. After careful
2 review and deliberation, the community
3 development citizens advisory committee
4 provided its recommendations to the
5 council, and they were attached to this
6 agenda.

7 I move that the city council approve
8 the COVID-19 small business grant program
9 award recommendations as attached with
10 this agenda. This is a motion. Is there
11 a second?

12 COMMISSIONER FRANCK: Second.

13 MAYOR KELLY: Any discussion?

14 All those in favor say aye.

15 IN UNISON: Aye.

16 MAYOR KELLY: Any opposed?

17 The matter passes.

18 My third item is discussion and
19 vote, authorization for the mayor to sign
20 agreement with LiveBarn, Inc. LiveBarn
21 offers the ability to watch your favorite
22 athletes from any electronic device with
23 internet and never miss a lesson or a
24 game-winning goal. The program allows
25 anyone with a paid subscription to stream



1 what is going on on the ice rink and the
2 gym at any given time. Parents and
3 extended family can watch games and
4 events in real time without traveling or
5 having to miss an event because they are
6 not in town, and offering a safe
7 alternative for many.

8 I move that the city council approve
9 the signing of the agreement with
10 LiveBarn, Inc. This is a motion. Is
11 there a second?

12 COMMISSIONER FRANCK: Second.

13 MAYOR KELLY: Any --

14 COMMISSIONER MADIGAN: Second.

15 MAYOR KELLY: -- discussion?

16 All those in favor say aye.

17 IN UNISON: Aye.

18 MAYOR KELLY: Any opposed?

19 The matter passes.

20 My fourth item is discussion and
21 vote, grant of license agreement for Jill
22 Fishon-Kovachick, 184 Phila Street. This
23 is a license that would allow the
24 homeowner at 184 Phila Street to continue
25 and maintain a fence that has existed on



1 part of the city-owned land along Nelson
2 Avenue. The fence has existed for more
3 than twenty-five years. The license
4 would allow the homeowner to extend the
5 fence a short distance further onto her
6 own property. The license only allows
7 the fence to remain in its current
8 location. The real estate committee has
9 considered the matter and has not raised
10 any issues. This is a license, not an
11 easement, and does not give licensee any
12 permanent rights on this city property.

13 I move that the granting of the
14 license agreement be approved by the city
15 council for Jill Fishon-Kovachick at 184
16 Phila Street. This is a motion. Is
17 there a second?

18 COMMISSIONER FRANCK: Second.

19 MAYOR KELLY: Any discussion?

20 All those in favor say aye.

21 IN UNISON: Aye.

22 MAYOR KELLY: Any opposed?

23 The matter passes.

24 My next item is discussion and vote,
25 grant of license agreement for Ballston



1 Ave. Partners, LLC, 96 Ballston Avenue.
2 This is a license that would allow the
3 property owner to occupy part of the
4 city's owned paper Street that is next to
5 their land. The property owner's use of
6 the land will be in accordance to an
7 approval by the city's planning board.
8 The real estate committee has considered
9 the matter and has not raised any issues.
10 This is a license, not an easement. It
11 does not give any licensee any permanent
12 rights in this city property.

13 I move that the granting of -- I
14 move that the granting of the license
15 agreement be approved by the city council
16 for Boston Ave. Partners, LLC for 96
17 Ballston Avenue. This is a motion. Is
18 there a second?

19 COMMISSIONER MADIGAN: Second.

20 MAYOR KELLY: Any discussion?

21 All those in favor say aye.

22 IN UNISON: Aye.

23 MAYOR KELLY: Any opposed?

24 The matter passes.

25 My next item is discussion and vote,



1 zoning amendment request for Marion
2 Avenue/Maple Dell PUD.

3 I think we have -- I see Chuck
4 Marshall (ph.) and Libby Carino (ph.)
5 maybe on this call -- I don't know if
6 they're here -- to give a brief update to
7 the council about this application.

8 MR. MARSHALL: Good evening, Mayor
9 Kelly. Thank you very much.

10 I submitted a zoning amendment
11 application to the council that would
12 effectively establish three zones on the
13 Marion Ave./Maple Dell corridor. The
14 three zones would be a professional
15 office, a commercial intense, and a
16 residential. And what we're attempting
17 to do is we're attempting to relocate the
18 store that's currently on Maple Dell onto
19 Marion Ave. As was submitted in the
20 zoning narrative, there's approximately
21 12,000 cars a day that travel on the
22 Marion Ave. corridor, and we feel some of
23 those cars use Maple Dell. And it may be
24 slightly unfair to the -- the neighbors,
25 but additionally we can't expand the



1 store because the adoption of an overlay
2 district prevents it. So what we're
3 attempting to do is just make some
4 historic, nonconforming properties
5 conforming under the plan unit
6 development legislation.

7 MAYOR KELLY: Thank you.

8 Any questions for Chuck while he's
9 here?

10 I move that the city council
11 determine the zoning amendment request
12 for Marion Avenue/Maple Dell PUD has met
13 for review and refers the application to
14 the city and county planning board. This
15 is a motion. Is there a second?

16 COMMISSIONER FRANCK: Second.

17 MAYOR KELLY: Any discussion?

18 All those in favor say aye.

19 IN UNISON: Aye.

20 MAYOR KELLY: Any opposed?

21 The matter passes.

22 Thank you, Chuck --

23 MR. MARSHALL: Thank you very much.

24 MAYOR KELLY: -- for being here.

25 My next item is an update on the



1 mayor's department food drive held on
2 February 11th through the 13th. The
3 mayor's food drive took place over the
4 three days last week and was a tremendous
5 success. Mother Susan Anderson Women's
6 and Children's Shelter has already
7 received their share of donations and is
8 fully stocked. Franklin Community Center
9 estimates that the donations collected
10 for their pantry will feed 925 families
11 they serve for about two months.

12 I would like to express my sincere
13 gratitude and (indiscernible) to the
14 community members and extra efforts of my
15 fantastic team of volunteers and staff.
16 It was a terrific three days, and we were
17 totally overwhelmed. It was amazing.

18 And that concludes my agenda.

19 And I'll turn it over to
20 Commissioner Franck. Thank you, council.

21 COMMISSIONER FRANCK: Thank you,
22 Mayor.

23 We just have one item for this
24 evening. It's a discussion resolution
25 for outdoor seating to begin March 15th,



2021. On June 16th, 2020, the city council added Article 4-A, temporary outdoor seating area permits, to Chapter 136 of the city code. This allowed the city to establish areas of public property for use by license eating and drinking establishments as temporary outdoor seating areas. The original expiration date for the outdoor seating permit under this article was September 7th, 2020. We ended up extending it four times until the end of December 31st, 2020. Outdoor seating normally starts April 1st of each year, but with the pandemic still in play I am suggesting that we put the outdoor seating back in place beginning on Monday, March 15th, 2021.

Attached to this agenda is a draft resolution, the same resolution we have passed before with the addition of the temporary seating on March 15th this year. I will also -- I will bring us back to the -- this is just a discussion. I'm going to bring this back at the next



1 meeting. Also in previous meetings,
2 Commissioner Madigan said she might want
3 to have somebody --.

4 There's a committee of four right
5 now, so this gives us time, Commissioner
6 Madigan, if you want to add somebody from
7 your department to have five people on
8 that committee. What I would call the
9 subcommittee or the committee that makes
10 the decisions will be meeting tomorrow
11 morning, the four members. So if you
12 want to get back to me, Commissioner
13 Madigan, in the next day or two, we can
14 move that person in from your department
15 or --

16 COMMISSIONER MADIGAN: I definitely
17 will. Thank you.

18 COMMISSIONER FRANCK: Okay. Then at
19 Thursday's safety committee, they were
20 also going to be discussing this. So
21 obviously, this is -- I'd like the
22 subcommittee to go through this and
23 figure this out and get this to the city
24 council. Obviously, it's weather
25 permitting. Right now it's kind of a



1 tough day to look out there thinking in
2 four weeks the snow's going to be gone,
3 and it may not. But the whole reason for
4 bringing it up a little bit earlier is
5 because we've heard from everybody who
6 did it last year and some other eating
7 and drinking establishments, and they're
8 already calling and asking us if we're
9 going to be doing this year and if we can
10 open it a little earlier.

11 So I didn't want to just put
12 something up for vote. I wanted to bring
13 it up. I wanted to bring Commissioner
14 Madigan into this and see if there's any
15 questions tonight so that the committee
16 can bring that up in discussions
17 tomorrow.

18 MAYOR KELLY: So Commissioner, who
19 is on the committee?

20 I'm sorry, Commissioner.

21 COMMISSIONER FRANCK: Right now --

22 COMMISSIONER MADIGAN: Okay.

23 COMMISSIONER FRANCK: -- there's
24 Aaron Dyer (ph.) on the commission,
25 Marilyn Rivers (ph.), Mike Veitch, and I



1 forgot who -- oh, Vince DeLeonardis are
2 the four people that were on the
3 committee as of last year. And then I
4 think we if add a fifth person, I think
5 that would level it off a little bit
6 more.

7 Last year, we were kind of just
8 running loosey goosey trying to figure
9 this out. We're trying to expedite and
10 maybe get earlier registration. So if
11 somebody already had it and we knew it
12 was working and it was safe, they're not
13 going to have to redraw plans and give us
14 the information again. We should be able
15 to get it pretty quickly. So --

16 MAYOR KELLY: (Indiscernible) --

17 COMMISSIONER FRANCK: -- pretty much
18 every department's covered I think.

19 MAYOR KELLY: Good.

20 COMMISSIONER MADIGAN: I would like
21 to have someone on the committee, and at
22 this point I am thinking Deputy Deirdre
23 Ladd. And I've just asked her to maybe
24 send you an email. Do you mind if she
25 joins tomorrow, just so she's staying in



1 the loop even though it's not official at
2 this point in time?

3 COMMISSIONER FRANCK: Yeah. That's
4 fine. And you can obviously change if
5 you like. What I would -- I don't have
6 the exact time they're meeting, but I
7 think it's earlier in the morning
8 tomorrow. So if she could -- I know my
9 deputy will just be there for the first
10 meeting. She's not a vote person for --

11 COMMISSIONER MADIGAN: Right.

12 COMMISSIONER FRANCK: -- for that.
13 So if she --

14 COMMISSIONER MADIGAN: Yeah.

15 COMMISSIONER FRANCK: If she could
16 get ahold of Maire Masterson this evening
17 or tomorrow morning --

18 COMMISSIONER MADIGAN: Okay.

19 COMMISSIONER FRANCK: -- we'll make
20 sure we -- I'm assuming it's probably
21 going to be a Zoom meeting anyways, and
22 we could get her into the meeting.

23 COMMISSIONER MADIGAN: That'd be
24 great. Thank you.

25 COMMISSIONER FRANCK: I just got a



1 text from Maire. It's 10 a.m. tomorrow
2 will be the meeting.

3 COMMISSIONER MADIGAN: 10 a.m. All
4 right. And I believe Deirdre's on the
5 line.

6 So 10 a.m. tomorrow, Deirdre.

7 Zoom or at city hall or --

8 COMMISSIONER FRANCK: That I'm
9 not --

10 COMMISSIONER MADIGAN: -- we'll
11 figure that out?

12 COMMISSIONER FRANCK: Yeah, as we
13 go.

14 COMMISSIONER MADIGAN: Okay.

15 COMMISSIONER FRANCK: But I will --

16 COMMISSIONER MADIGAN: Those two can
17 speak.

18 COMMISSIONER FRANCK: Zoom. Maire
19 just texted me that it would --

20 COMMISSIONER MADIGAN: Okay.

21 COMMISSIONER FRANCK: -- be Zoom.

22 So she'll reach out after I'm done with
23 the agenda here, and we'll go from there.

24 COMMISSIONER MADIGAN: Great.

25 COMMISSIONER DALTON: Thank you



1 for --

2 COMMISSIONER FRANCK: I don't know
3 that --

4 COMMISSIONER DALTON: --
5 (indiscernible) a little early and
6 prepping for this because I do think
7 it's, like, really super important that
8 the restaurants be able to do a similar
9 expansion and be open as soon as
10 possible, weather permitting, so thank
11 you.

12 COMMISSIONER FRANCK: Yeah. And I
13 think we have to leave it flexible
14 because if the track totally opens and
15 everything totally opens and this thing
16 hopefully dissipates, then there may be
17 traffic issues and things like that. So
18 we might have to pull back on it, but at
19 this point I think we'll be able to do it
20 at least through the summer. But we'll
21 go from there.

22 And that concludes my agenda, Mayor.

23 MAYOR KELLY: Thank you,
24 Commissioner.

25 On to finance, Commissioner Madigan.



1 COMMISSIONER MADIGAN: Thank you,
2 Mayor.

3 So the first item on my agenda is an
4 announcement: Matt McCabe Day, February
5 20th, 2021. At the January 19th, 2021,
6 city council meeting, a resolution was
7 presented that established February 20th,
8 2021, as Matt McCabe Day. We lost Matt
9 McCabe, former commissioner of finance, a
10 community force, friend to all, small
11 business owner -- he owned Saratoga
12 Guitar -- on January 12th, 2021.
13 February 20th will be marked by an event
14 at Caffe Lena. His life and work will be
15 the subject of a virtual presentation,
16 and celebration. Information about this
17 event may be found at caffelena.org.

18 I'd hoped to have more information
19 to present to the council and to the
20 Downtown Business Association regarding a
21 Gibson guitar installation on Broadway or
22 Caroline. But this is taking a bit more
23 time getting through to Gibson and Gibson
24 Gives which is the charitable arm of
25 Gibson and just kind of working through



1 some of the details. A lot of people are
2 really involved and invested in this Matt
3 McCabe Day at Caffè Lena. But I will
4 keep the council apprised of what we're
5 trying to do.

6 Item number two is a discussion and
7 vote, a local law to defer scheduled
8 payments of taxes during the COVID-19
9 emergency. I understand that the agenda
10 went out with the word announcement, but
11 I would like to change this to a
12 discussion and vote. I don't know if I
13 need to go through any formal procedure
14 for that. I don't know if Vince or Tony
15 are on the line. Do I need to add
16 something to the agenda to do that? The
17 law was uploaded with this item, but it
18 was uploaded as an announcement, not a
19 discussion and vote.

20 MR. DELEONARDIS: Yeah, the legal
21 notice that went out properly indicated
22 that it was to adopt a local law, so
23 you're covered there. With regard to the
24 agenda, I think just for a formality and
25 to be safe maybe make the motion to add



1 an item to the agenda for as a discussion
2 and vote since it was listed as a
3 discussion.

4 COMMISSIONER MADIGAN: Okay. So
5 Council, I'd like to add a motion to
6 the -- an item to the agenda. This is a
7 motion.

8 MAYOR KELLY: Is there a second?

9 COMMISSIONER FRANCK: Second.

10 MAYOR KELLY: Any discussion?

11 All those in favor say aye.

12 IN UNISON: Aye.

13 MAYOR KELLY: Any opposed?

14 COMMISSIONER MADIGAN: Okay.

15 Maybe --

16 MAYOR KELLY: The matter passes.

17 COMMISSIONER MADIGAN: -- I forgot
18 to say exactly what I wanted to add when
19 I made that motion.

20 Council, I'd like to add the item
21 discussion and vote, a local law to defer
22 scheduled payments of taxes during the
23 COVID-19 emergency. I'd like to change
24 that from announcement to discussion and
25 vote. This is a motion.



1 MAYOR KELLY: Is there a second?

2 COMMISSIONER FRANCK: Second.

3 MAYOR KELLY: Any discussion?

4 All those in favor say aye.

5 IN UNISON: Aye.

6 MAYOR KELLY: Any opposed?

7 The matter passes.

8 Go ahead, Commissioner.

9 COMMISSIONER MADIGAN: Thank you. I
10 think that covers it.

11 So this is the item. It's now a
12 discussion and vote, a local law to defer
13 scheduled payments of taxes during the
14 COVID-19 emergency. The governor signed
15 a bill that allows the city to allow
16 installment payments as well as deferment
17 payments for up to 120 days for tax
18 payments. The city's got to pass a local
19 law to enact such action. We already
20 have installment payments.

21 So at this time we propose to enact
22 Local Law 1, 2021, that allows a sixty-
23 day deferment on each of the first three
24 installment payments. This allows tax
25 payers a cushion of time while retaining



1 cash flow, which has already been
2 compromised by reduced revenue
3 collections. The city, again, already
4 has quarterly installment payments for
5 city tax payments. The original due
6 dates for collections are March 1, June
7 1, September 1, and December 1. With a
8 sixty-day extension for the first three
9 quarters, the due date will be May 1,
10 August 1, and November 1. There will be
11 no extension on the last installment at
12 least at this time.

13 On May 2nd, August 2nd, and November
14 2nd, the penalty as set by the city
15 charter will be assessed at nine percent
16 on any unpaid installments. And every
17 month after it will 1.5 percent will be
18 added until it caps at 15 percent. The
19 discount that the city offers of 2.25
20 percent for paying all four installments
21 by March 1st remains intact. We are not
22 extending that. If you pay your taxes in
23 full by March 1, you receive a discount.
24 And that payment due date is March 1st.
25 The local law will be in place in time



1 for the first 2021 quarterly payment of
2 March 1.

3 I move that the city council approve
4 a local law to defer scheduled payments
5 of taxes during the COVID-19 emergency,
6 as included with the agenda, this is a
7 motion.

8 MAYOR KELLY: Is there a second?
9 Second.

10 Any discussion?
11 All those in favor say aye.

12 IN UNISON: Aye.

13 MAYOR KELLY: Any opposed?
14 The matter passes.

15 COMMISSIONER MADIGAN: Thank you.
16 We'll have a press release out about that
17 tomorrow, and we'll have more information
18 up on the city website and social media
19 to alert our tax payers.

20 Item number three is an
21 announcement, tax payments to be made at
22 city hall vis-a-vis a new drop-off box.
23 For tax payers' convenience, the city has
24 a new drop box located at the handicapped
25 entrance to city hall for tax payments



1 and other mail to the finance department,
2 as it has not been able to open to the
3 public due to the pandemic.

4 And I'd like to thank the Department
5 of Public Works for installing the drop
6 box on the wall for tax payers. Thank
7 you.

8 Item number four is an announcement,
9 city hall department addresses and suite
10 numbers. I announced at the prior city
11 council meeting and I'm going to just
12 repeat it here. This is mostly for
13 internal purposes, but we want to make
14 sure externally people know what we're
15 doing with our mail.

16 The city mail receptacle will be in
17 place. We'll be using it beginning March
18 1st, will now allow to include department
19 suite numbers. Departments, please use
20 these numbers for all mail going forward.
21 These are posted on the city website, and
22 they will improve accurate delivery. If
23 anyone has any questions, please contact
24 Rachel Petryna, communications, at
25 extension 2576. And we'll have an all-



1 employee email going out on this process
2 and making sure everybody understands and
3 knows what their department suite numbers
4 are. We also worked with the Department
5 of Public Works on this to establish
6 suite numbers for everyone at city hall.

7 Item number five is an update,
8 federal fiscal stimulus funding. I'm
9 going to just provide a brief update on
10 some information that was released by
11 Senator Tonko's office regarding amounts
12 in the President's Federal Stimulus Act
13 distribution for local jurisdictions. So
14 you know it's about a 1.9-trillion-dollar
15 package. Of that package, it looks like
16 Saratoga County is scheduled to receive
17 49,867,173 dollars to be distributed. I
18 don't know; there's probably something
19 that comes along with that. And that's
20 for public services in Saratoga County.

21 Saratoga Springs is separate and
22 aside. They're using a modified
23 community development block grant formula
24 based on population. And since we are a
25 city that falls under a population



1 threshold of 50,000 dollars, our
2 disbursement as it stands right now will
3 be released to New York State. Once New
4 York State receives what our disbursement
5 will be, we will have up to thirty days
6 to receive that from New York State.

7 Based on the calculations that I've
8 reviewed and in conversations I've had
9 with Congressman Tonko's office, it looks
10 like the city is scheduled to receive
11 approximately seven million dollars. I
12 need to be very cautious about that
13 because it has not passed through the
14 Senate at this point in time. So I
15 wouldn't expect it to be any more than
16 seven million dollars, but it certainly
17 could be potentially less than seven
18 million dollars.

19 The rescue package overall delivers
20 about 440 million dollars in direct
21 federal COVID-19 relief funding to
22 counties, cities, towns, and villages in
23 New York's 20th Congressional District,
24 which is represented by Congressman
25 Tonko, to maintain essential services and



1 staff, including teachers, nurses,
2 firefighters, water systems managers, and
3 countless others in the capital region.

4 So that sort of summarizes where we
5 would be for the City of Saratoga
6 Springs. I really don't have any further
7 details, only that we need to be
8 cautious, that this number, this amount,
9 is still really an unknown until it gets
10 through the full House and the Senate.

11 Thank you. But --

12 MAYOR KELLY: (Indiscernible).

13 COMMISSIONER MADIGAN: -- kind of
14 big news. I'd be happy with seven
15 million dollars right now.

16 COMMISSIONER SCIROCCO: That's good
17 news.

18 MAYOR KELLY: Yes, we would be very
19 happy.

20 COMMISSIONER SCIROCCO: Great news.

21 COMMISSIONER MADIGAN: Yeah. Yes.

22 Yes --

23 COMMISSIONER DALTON:

24 (Indiscernible).

25 COMMISSIONER MADIGAN: -- I'm very



1 happy with it. Yeah. So happy to report
2 that, right? It's like we've been
3 waiting for it for it feels like the
4 entire year.

5 All right. So item number six is an
6 update on VLT aid. As you know, the
7 governor's executive 2021-2022 executive
8 budget once again eliminated VLT aid to
9 the City of Saratoga Springs. Typically,
10 we receive 2.3 million dollars for the
11 past several years. While we only
12 budgeted half this amount for 2021, about
13 1.15 million, it's still a substantial
14 loss of revenue for the city that
15 maintains numerous expenses for the
16 infrastructure and security of the track.
17 Regardless of whether it's open to the
18 public, we rely on these funds, right?
19 We rely on these funds. We've hired for
20 these funds. We do important things with
21 these funds. And that's pretty much what
22 the mayor and I told the joint
23 legislature when we went down to meet
24 with them.

25 So along with the mayor, we did take



1 the opportunity to testify to the
2 legislature and their hearing on local
3 government. Specifically, we were there
4 to discuss VLT. My testimony
5 basically -- oh, I gave them an overview
6 of the budget that we first presented and
7 that I presented on October 6th, the
8 reductions that I was calling for at
9 fifteen percent in public safety and
10 twenty-five percent in public works and
11 ten percent reductions across the board.

12 We were in a really tough spot at
13 the beginning of October. And then as we
14 learned a little bit more about vaccines
15 coming out and what we could do with the
16 retirement payment which was still a big
17 five-million-dollar move into the next
18 year, we were able to restore a lot of
19 those services. But I didn't want them
20 to come away thinking that by any means
21 we were out of the woods on COVID. I
22 discussed with them the fact that our
23 sales tax collection in Saratoga Springs
24 for 2020 -- and I'm not sure if I've even
25 officially reported this to the full



1 council, but for 2020 it was down 17.1
2 percent compared to 2019. That's very
3 significant. It was I think, outside of
4 New York City, the largest significant
5 drop in all of the state. So clearly we
6 had been very much impacted by the
7 pandemic in terms of tourist-related
8 dollars. So yeah, it was I think the
9 single largest outside of New York State.
10 Maybe there was one other community. I
11 was able to --

12 MAYOR KELLY: I think White Plains
13 beat us.

14 COMMISSIONER MADIGAN: White Plains,
15 yeah. That's it, White Plains.

16 Inform them of strategic planning
17 and budgeting that we had been able to
18 maintain service levels but that it was
19 difficult. And to say that, it is an
20 understatement. I thanked them for their
21 support last year restoring this aid, and
22 the only thing I can say is we'll see how
23 it goes. The mayor and I are scheduled
24 to meet with our consultants on Friday to
25 continue our work on making sure that



1 this aid is restored. And wouldn't it be
2 terrific if it got restored at 2.3
3 million, and maybe the governor does what
4 he did last year and only holds back
5 twenty percent. We'll see.

6 Mayor, I don't know if you have
7 anything you'd like to add.

8 MAYOR KELLY: No, I think that was a
9 good overview, and I think that we'll
10 just keep pushing. That's what we do.
11 We're pushing for the city.

12 COMMISSIONER MADIGAN: That's right.

13 MAYOR KELLY: Thank you.

14 COMMISSIONER MADIGAN: That's right.
15 Thank you.

16 Item number seven is a discussion
17 and vote, update on city fees, recreation
18 department open gym. The recreation
19 department has submitted a change to its
20 open gym fees as it has revised the
21 services it may provide in 2021. In
22 2020, fees were set at zero dollars, as
23 the gym was not open. In 2021, they will
24 be four dollars for a city resident and
25 five dollars for a nonresident.



1 I move that the city council approve
2 the update to city fees, recreation
3 department open gym as included with the
4 agenda, this is a motion.

5 MAYOR KELLY: Is there a second?

6 COMMISSIONER FRANCK: Second.

7 MAYOR KELLY: Any discussion?

8 All those in favor say aye.

9 IN UNISON: Aye.

10 MAYOR KELLY: Any opposed?

11 The matter passes.

12 COMMISSIONER MADIGAN: Item number
13 eight is a discussion and vote,
14 authorization for the mayor to sign
15 agreement with Carousel Industries for
16 maintenance on the Avaya Telephone
17 System. This contract in the amount of
18 \$24,455.51 covers the maintenance and
19 technical support cost for the city
20 telephone service. It has been approved
21 by the legal, purchasing, risk and
22 safety, and finance departments.

23 I move that the city council
24 authorize the mayor to sign agreement
25 with Carousel Industries for maintenance



1 of Avaya Telephone System as included
2 with the agenda, this is a motion.

3 MAYOR KELLY: Is there a second?

4 COMMISSIONER FRANCK: Second.

5 MAYOR KELLY: Any discussion?

6 All those in favor say aye.

7 IN UNISON: Aye.

8 MAYOR KELLY: Any opposed?

9 The matter passes.

10 COMMISSIONER MADIGAN: Thank you.

11 Item number nine, budget transfers
12 contingency, lines 1 through 2, transfer
13 funds from contingency to the accounts
14 department to cover eScriber contract
15 cost for verbatim meeting transcriptions
16 pursuant to state order in the amount of
17 \$7,650 for services prescribed by the
18 state under COVID-19 requisites for
19 verbatim transcripts of each city council
20 meeting.

21 Lines 3 through 4, transfer funds
22 from contingency to the finance
23 department to cover February storage
24 costs for building, accounts, and finance
25 department documents that are awaiting



1 the renovation of city hall basement
2 storage. The contingency budget
3 appropriation currently has a balance of
4 \$244,635.83. Following approval of this
5 transfer, there will be \$236,485.83
6 available.

7 I move that the city council approve
8 the budget transfers contingency as
9 included with the agenda, this is a
10 motion.

11 MAYOR KELLY: Is there a second?

12 COMMISSIONER FRANCK: Second.

13 MAYOR KELLY: Any discussion?

14 All those in favor say aye.

15 IN UNISON: Aye.

16 MAYOR KELLY: Any opposed?

17 The matter passes.

18 COMMISSIONER MADIGAN: Item number
19 ten, budget transfers payroll, lines 1
20 through 2, move funds from the building
21 department professional services
22 appropriation for its overtime
23 appropriation to maintain acceptable
24 response times for the copious amount of
25 permit and planning board requests



1 requiring its services.

2 I move that the city council approve
3 the budget transfers payroll as included
4 with the agenda, this is a motion.

5 MAYOR KELLY: Is there a second?

6 Second.

7 Any discussion?

8 All those in favor say aye.

9 IN UNISON: Aye.

10 MAYOR KELLY: Any opposed?

11 The matter passes.

12 COMMISSIONER MADIGAN: Item number
13 eleven is budget transfers benefits,
14 lines 1 through 4, move funds from the
15 hospitalization, insurance costs, the
16 flexible spending, and Social Security
17 costs.

18 I move that the city council approve
19 the budget transfers benefits as included
20 with the agenda. This is a motion.

21 MAYOR KELLY: Is there a second?

22 COMMISSIONER SCIROCCO: Second.

23 MAYOR KELLY: Any discussion?

24 All those in favor say aye.

25 IN UNISON: Aye.



1 MAYOR KELLY: Any opposed?

2 The matter passes.

3 COMMISSIONER MADIGAN: Thank you.

4 Item number twelve is an
5 announcement. It's an appointment to
6 climate-smart committee. I am appointing
7 Anita Morzilla (ph.) to the climate-smart
8 committee. Her term will run for three
9 years from February 27th, 2021, through
10 February 26th of 2024. Anita was born in
11 and grew up in Saratoga and is a graduate
12 of Saratoga Springs High School. After
13 living in many locations in the United
14 States, she was excited to return to
15 Saratoga Springs a few years ago and
16 become involved with service within the
17 city.

18 She has almost thirty years of
19 professional experience in natural
20 resources and environmental management,
21 has worked in the educational, research,
22 private, corporate, and government
23 sectors. She is a researcher with a
24 focus on public preferences for
25 environmental management and how people



1 make decisions about environmental and
2 natural resource issues, including those
3 for which the climate-smart task force is
4 charged to pursue. She's also taught
5 courses in multiple aspects of natural
6 resources and environmental management
7 with a consistent focus on diverse public
8 opinions about such issues.

9 So I want to welcome Anita, and I
10 want to thank her for stepping up to the
11 public service for the City of Saratoga
12 Springs.

13 And with that, that completes my
14 agenda. Thank you.

15 MAYOR KELLY: Thank you,
16 Commissioner.

17 On to public works, Commissioner
18 Scirocco.

19 COMMISSIONER SCIROCCO: Thank you,
20 Mayor.

21 The first item on my agenda is a
22 discussion and vote. This is
23 authorization for the mayor to sign an
24 agreement number 5 with the Saratoga
25 County Arts Council. As a result of the



1 current COVID-19 pandemic and
2 unprecedented impact on businesses and
3 public entities, City and Saratoga County
4 Arts Council agree to extend the
5 suspension of payments of rent an
6 additional six months for the period of
7 January 1st, 2021, through June 30th,
8 2021.

9 So therefore, I move for the mayor
10 to sign a lease agreement, addendum 4,
11 with Saratoga County Arts Council to
12 suspend the rent payments for the period
13 of January 1st, 2021, through June 30th,
14 2021.

15 SECRETARY TO CITY COUNCIL: Excuse
16 me, Commissioner. Did you say addendum
17 4? That should be --

18 COMMISSIONER SCIROCCO: I meant
19 addendum 5 I believe.

20 SECRETARY TO CITY COUNCIL: Okay.
21 Thank you.

22 COMMISSIONER SCIROCCO: I just
23 caught that one myself.

24 MAYOR KELLY: Is that a --

25 COMMISSIONER SCIROCCO: And that



1 would -- I want to put that for a motion.

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

4 Second.

5 COMMISSIONER FRANCK: Second.

6 MAYOR KELLY: Any discussion?

7 All those in favor say aye.

8 IN UNISON: Aye.

9 MAYOR KELLY: Any opposed?

10 The matter passes.

11 Thank you, Commissioner, for doing
12 that.

13 COMMISSIONER SCIROCCO: You're
14 welcome, Mayor.

15 My second item on the agenda I'm
16 going to take off the agenda. There's
17 concern with the resolution.

18 MAYOR KELLY: Okay. Thank you.

19 COMMISSIONER SCIROCCO: So I'll move
20 on to my third item, which is the
21 resolution for the Champlain Hudson Power
22 Express Project. The State of New York
23 has issued a certificate of environmental
24 compatibility in a public meeting for the
25 Champlain Hudson Power Express Project,



1 which will provide clean, renewable
2 hydroelectricity through a buried high-
3 voltage direct current transmission line
4 that will roam from an existing
5 hydrosystem in Canada to New York City.
6 A small portion of the transmission line
7 will run through the City of Saratoga
8 Springs and will be buried along with the
9 city right-of-way. This resolution
10 grants the city's consent to construct
11 the project through the city-owned
12 streets and right-of-way, subject to the
13 terms and conditions of a road use and
14 crossing agreement we negotiated, but we
15 will substantially -- in the form of the
16 document annex to the resolution.

17 The city attorney and the director
18 of risk and safety have reviewed these
19 documents and find them to be in
20 acceptable form. Accordingly, I move
21 that the city council adopt this
22 resolution in support of the Champlain
23 Hudson Power Express Project. And this
24 is a motion. Thank you.

25 MAYOR KELLY: Is there a second --



1 oh.

2 COMMISSIONER SCIROCCO: Okay.

3 MAYOR KELLY: Is there a second?

4 COMMISSIONER FRANCK: Second.

5 MAYOR KELLY: Any discussion?

6 COMMISSIONER SCIROCCO: And I think
7 I'd have to read the resolution or at
8 least that portion of it. I wanted to
9 ask Vince about that. Everybody did get
10 a copy of the resolution.

11 MR. DELEONARDIS: Yeah, the
12 resolution was uploaded with the agenda,
13 Commissioner. You don't need to read the
14 resolution.

15 COMMISSIONER SCIROCCO: Okay. Okay.

16 MAYOR KELLY: Okay. All those in
17 favor say aye.

18 IN UNISON: Aye.

19 MAYOR KELLY: Any opposed?

20 The matter passes.

21 COMMISSIONER SCIROCCO: Thank you.

22 The fourth item on my agenda is
23 discussion and vote. It's the approval
24 to pay invoice number 01012021 with
25 Mahoney Notify Plus, Incorporated in the



1 amount of 1,400 dollars. Mahoney Notify
2 Plus contract was approved at the
3 December 15th, 2020 city council meeting
4 but could not submit for 2021
5 requisitions until January 1st, 2021.

6 In prepping the purchase
7 requisitions, it was discovered that
8 there was an oversight in budgeting
9 preparation, and there was insufficient
10 funds in the budget line. That has since
11 been corrected for the remainder of the
12 contract period.

13 So therefore, I move for approval to
14 pay invoice number 01012021 with Mahoney
15 Notify Plus, Incorporated in the amount
16 of 1,400 dollars and put that in the form
17 a motion.

18 MAYOR KELLY: Is there a second?

19 COMMISSIONER FRANCK: Second.

20 MAYOR KELLY: Any discussion?

21 All those in favor say aye.

22 IN UNISON: Aye.

23 MAYOR KELLY: Any opposed?

24 SECRETARY TO CITY COUNCIL:

25 Commissioner, is the amount 1,450 dollars



1 or 1,400 dollars?

2 COMMISSIONER SCIROCCO: 1,400

3 dollars.

4 SECRETARY TO CITY COUNCIL: Okay.

5 The agenda item said 1,450 dollars. Can

6 I suggest that we --

7 MAYOR KELLY: Well, let's --

8 SECRETARY TO CITY COUNCIL: --

9 motion to pay up to that amount, up to
10 1,450 so we can make sure you're covered?

11 MAYOR KELLY: Yeah, that's a good
12 idea.

13 COMMISSIONER SCIROCCO: Okay.

14 MAYOR KELLY: Okay?

15 COMMISSIONER SCIROCCO: We can go
16 with that.

17 MAYOR KELLY: So we'll change it to
18 that. Thank you.

19 Thank you, Lisa.

20 All those in favor say aye. Let's
21 do that --

22 IN UNISON: Aye.

23 MAYOR KELLY: Any opposed?

24 The matter passes.

25 COMMISSIONER SCIROCCO: Item number



1 five is discussion and vote. This is
2 approval to pay -- approval to issue 2020
3 funded purchase order in 2021 to Systems
4 Management, Incorporated. In June of
5 2020, PO00200439-00 was issued to Systems
6 Management Planning, Incorporated for
7 fabric extenders for city hall. Due to
8 the billing error with Systems
9 Management, a double payment was made in
10 the amount of \$1,291.70 on this PO. In
11 order to submit a budget amendment for
12 refund to revenue line H10342702-1141,
13 the council must approve to issue 2020
14 funded purchase order in 2021.

15 Therefore, I move for the approval
16 to issue 2020 funded PO in 2021 to
17 Systems Management. And I put that in
18 the form of a motion.

19 MAYOR KELLY: Is there a second?

20 COMMISSIONER FRANCK: Second.

21 MAYOR KELLY: Any discussion?

22 All those in favor say aye.

23 IN UNISON: Aye.

24 MAYOR KELLY: Any opposed?

25 The matter passes.



1 COMMISSIONER SCIROCCO: Thank you.

2 Item number six, discussion and vote
3 to establish title and grade for the
4 Department of Public Works
5 welder/fabricator. This position was
6 approved by Civil Service in January of
7 2020. And I had intended to bring it to
8 the council, but at the time VLT aid was
9 in question, and then the pandemic
10 disrupted all of our work.

11 The welder/fabricator position
12 represents duties that are currently not
13 included in any of the titles in the DPW
14 unit. However, two employees have been
15 performing these duties beyond the scope
16 of their current job titles. Without
17 establishing a title for this work, there
18 will be union grievances and/or DPW would
19 need to hire an outside contractor to do
20 work at a greater cost. DPW would be
21 able to pay these employees for this out-
22 of-grade work while they are conducting
23 the work.

24 Therefore, I move for the council to
25 approve establishing the title of DPW



1 welder/fabricator at a starting pay of
2 \$28.65 an hour. And I put that in the
3 form of a motion.

4 MAYOR KELLY: Is there a second?
5 Second.

6 Any discussion?

7 All those in favor say aye.

8 IN UNISON: Aye.

9 MAYOR KELLY: Any opposed?
10 The matter passes.

11 COMMISSIONER SCIROCCO: And item
12 number seven, I'm going to pull that one
13 off my agenda, too. I got a call from
14 our HR person today, had some questions
15 about that --

16 MAYOR KELLY: Okay.

17 COMMISSIONER SCIROCCO: -- request.
18 So that concludes my agenda.

19 MAYOR KELLY: Okay. Thank you,
20 Commissioner.

21 On to public safety, Commissioner
22 Dalton.

23 COMMISSIONER DALTON: Thank you,
24 Mayor.

25 The first item on my agenda is a



1 COVID-19 update. So I'm just going to do
2 a quick review of the numbers because
3 they are positive for once. They are
4 awesome -- or getting better at least,
5 close to awesome. So in the last seven
6 days in Saratoga County, we've had 306
7 new COVID-19 cases. Our seven-day
8 rolling average testing positivity rate
9 is 2.2 percent. Yay, that's huge.

10 UNIDENTIFIED SPEAKER: Great.

11 COMMISSIONER DALTON: Beginning of
12 January to mid-January, we were over
13 eleven percent, so that is a huge and
14 dramatic drop, and it's something we
15 should all be proud of.

16 Currently, there are 2,098 active
17 cases for the county and 29 people who
18 are hospitalized. In terms of other
19 COVID-19 updates, the only significant
20 changes we've seen to code and
21 restrictions and openings is that
22 restaurants are now available to stay
23 open until 11, so it's an extra hour.
24 Not super exciting, but getting slowly
25 back to where we hope to be, kind of.



1 There has also been an announcement
2 about the sports venues and arenas. And
3 depending on the size of the sporting
4 arena or venue, they can have ten percent
5 of their capacity -- and open back with
6 ten percent of the capacity of that
7 arena. (Indiscernible) do both fall in
8 that category, and so it's exciting that
9 we're starting to think about reopening
10 those venues come the summer, hopefully
11 at a much higher percentage, if we're all
12 healthy.

13 And then lastly, vaccinations seem
14 to be really what's on everybody's mind
15 the most. We had an eligibility group
16 open up on Sunday for people with
17 comorbidities. That increased the
18 eligibility tremendously of people in the
19 state that put a lot of pressure on a
20 system that already had a lot of pressure
21 on it. And so every time we have a new
22 (indiscernible) of eligibility open, we
23 tend to see this kind of bottleneck of
24 appointments where there's just nothing
25 available. It's very frustrating. It's



1 very challenging. I'm watching it myself
2 every second of the day. I've never seen
3 a scare -- like, biggest scarcity of
4 appointments as we're seeing right now.
5 It's really, really challenging. So for
6 people who are out there looking for
7 appointments that are frustrated, take a
8 breath, wait a few days. Things will
9 open up a little bit more. Just right
10 now because of that eligibility round
11 opening on Sunday, things are really
12 tight.

13 I also encourage people to pick up a
14 phone -- it's this crazy concept -- and
15 do the old-fashioned method of calling
16 the vaccination hotline, the New York
17 State vaccination hotline. I was with
18 someone today who was looking for an
19 appointment. Called them, had someone on
20 the phone in five minutes, had her
21 appointment set up in Albany within
22 fifteen minutes. It was easy breezy
23 compared to what's went on online.

24 So then lastly, we have created a
25 page on Facebook, was posting a lot of



1 information about these vaccines on
2 Facebook. And I noticed in the comments
3 people were kind of like swapping stories
4 about how they'd gotten their
5 appointment, what their experience had
6 been, and kind of helping everybody else
7 find an available spot. And we just
8 decided it would be a really good thing
9 to have a group, a Facebook group, that
10 was specifically a community page for
11 people to offer help, what works, what
12 didn't work for them, if they just
13 spotted a group of appointments that had
14 opened up at a Walgreens or CVS. It's a
15 place for everyone to share that
16 information. And so it is called the
17 COVID-19 Vaccine Community Help Group.
18 So COVID-19 Vaccine Community Help
19 Group, it's on Facebook. Anyone can
20 join, and there's been a lot of really,
21 really great information that's been
22 shared on that. So if you're having a
23 hard time finding an appointment or you
24 had a really easy time and you want to
25 share your experience, go ahead and do it



1 right there. There's been all these
2 appointments that have been set up based
3 on other people's experiences in the
4 fight for this. And the system is so
5 challenging that it does a lot of people
6 (indiscernible) and so this has been
7 really a good thing and a nice way to
8 help everybody else who is also in the
9 same struggle. So I encourage everyone
10 to go on there and check it out if they
11 are looking for a vaccination
12 appointment.

13 Does anyone have any questions
14 before we move on?

15 MAYOR KELLY: No.

16 COMMISSIONER DALTON: No? Great.

17 Okay. Second item on my agenda is
18 discussion and vote, amend Chapter 58 of
19 the city code entitled alarm systems.
20 This amendment is to take out the mention
21 of fee amounts in Chapter 58 and instead
22 allows fees to be established by the
23 council from time to time by resolution
24 of the city council.

25 I make a motion for council approval



1 to amend Chapter 58 of the city code.

2 This is a motion.

3 MAYOR KELLY: Is there a second?

4 COMMISSIONER FRANCK: Second.

5 MAYOR KELLY: Any discussion?

6 All those in favor say aye.

7 IN UNISON: Aye.

8 MAYOR KELLY: Any opposed?

9 The matter passes.

10 COMMISSIONER DALTON: Thank you,
11 Mayor.

12 The third item on my agenda is
13 discussion and vote, authorization for
14 the mayor to sign contracts with New York
15 State Master Contract for Grants. The
16 fire department provided over thirty
17 hours of service for New York State
18 providing COVID screening in the state
19 park. To recoup the money, we need to
20 sign on to what's called the Grants
21 Gateway. Once this contract is signed,
22 we provide the cost of our services and
23 get reimbursed.

24 I make a motion to authorize the
25 mayor to sign contract with New York



1 State Master Contract for Grants. This
2 is a motion.

3 MAYOR KELLY: Is there a second?

4 COMMISSIONER SCIROCCO: Second.

5 MAYOR KELLY: Any discussion?

6 All those in favor say aye.

7 IN UNISON: Aye.

8 MAYOR KELLY: Any opposed?

9 The matter passes.

10 COMMISSIONER DALTON: Thank you.

11 The fourth item on my agenda is a
12 discussion and vote, accept donation from
13 Martin, Harding, and Mazzotti to purchase
14 a new police K-9. I have a letter about
15 this that I'd like to read into the
16 record.

17 The police department is asking the
18 city council to accept the donation of
19 8,500 dollars for the purchase of a new
20 police K-9. The police K-9 program,
21 September 2014 when the police department
22 purchased two K-9s and paired them with
23 two patrol officers, would pass a very
24 extensive physical fitness testing
25 program as well as other department



1 requirements. K-9 Officer Riki was
2 partnered with Patrolman Tom Sartin, and
3 K-9 Officer Nero was partnered with
4 Patrolman William Arpei. The respective
5 K-9s and their handlers completed the
6 very difficult public training program
7 that included things such as narcotic
8 detection, missing person searches,
9 building searches, (indiscernible)
10 techniques, and much more.

11 In 2016, the police department added
12 Police K-9 Officer Mo, and he was
13 partnered with Patrolman Kyle VanWagner.
14 K-9 Officer Mo is trained in explosive
15 detection. All three police K-9 officers
16 have done an outstanding job and have
17 been a tremendous asset to the City of
18 Saratoga Springs.

19 Unfortunately, in 2021 K-9 Officers
20 Riki and Nero will be retiring. K-9
21 Officer Riki will be retiring when his
22 handler, Patrolman Sartin, retires in
23 2021. K-9 Officer Riki will be spending
24 his retirement days living with Patrolman
25 Sartin. K-9 Nero will be retiring



1 sometime in the summer of 2021 for
2 medical reasons. K-9 Officer Nero will
3 be spending his retirement days living
4 with Patrolman Arpei.

5 The loss of these two K-9 officers
6 leaves a big hole in the police K-9
7 program. But the very generous donation
8 from Martin, Harding, and Mazzotti will
9 allow one of the K-9s to be replaced.
10 The new K-9 officer will be teamed with
11 Patrolman Arpei and they'll begin the
12 twelve-week training program in April
13 2021.

14 So a big thank you to Martin,
15 Harding, and Mazzotti, and this is a
16 motion to accept their donation.

17 MAYOR KELLY: Is there a second?

18 COMMISSIONER SCIROCCO: Second.

19 MAYOR KELLY: Any discussion?

20 All those in favor say aye.

21 IN UNISON: Aye.

22 MAYOR KELLY: Any opposed?

23 The matter passes.

24 COMMISSIONER DALTON: Thank you.

25 And we've already gone through



1 number five, so that concludes my agenda.

2 MAYOR KELLY: Thank you,

3 Commissioner.

4 Now on to supervisors. Supervisor
5 Gaston is not here tonight, so Supervisor
6 Veitch, you're on for both of you.

7 SUPERVISOR VEITCH: Right. Thank
8 you, Mayor. I do have a statement from
9 Supervisor Gaston that I'll read after my
10 agenda.

11 So first on my agenda is just a
12 couple of quick updates from the county.
13 First is on the government review and
14 efficiency committee, which had its first
15 meeting this month a couple of weeks ago.
16 Basically, this is a new committee at the
17 county that has been formed because I
18 believe over the past couple of years or
19 so we've been finding that there's a lot
20 of out-of-date code, policy, local laws,
21 things that just haven't been really kept
22 up to date in the county when it comes to
23 basically our policy and governmental
24 operation. Things needed to be updated,
25 so a new committee was formed, and I



1 was -- I don't know -- lucky to chair the
2 committee. But there's a lot of things
3 that we're going to tackle this year,
4 such as records management process, how
5 we accept bids, things like looking at
6 our departments and seeing if we need to
7 shift any functions between departments
8 or consolidate, look at basically every
9 part of county operation just to see how
10 it's working. And working with all the
11 other departments and the other standing
12 committees at the county for varied
13 issues, basically anything.

14 And it's a very large project, and
15 it covers a lot. And I think at the end
16 of the day the goal will be to make our
17 county government work better for both
18 itself and also more importantly for the
19 public at large. So I will keep you
20 posted as we move forward with changes
21 and updates and things that we do at the
22 county regarding this committee.

23 Second item --

24 COMMISSIONER FRANCK: Supervisor
25 Veitch?



1 SUPERVISOR VEITCH: Yes, sir?

2 COMMISSIONER FRANCK: If you need
3 any assistance from our office, please
4 feel free to reach out. Relating to bids
5 or things like that, I don't know if
6 we're behind you or ahead of you guys on
7 that, but --

8 SUPERVISOR VEITCH: Probably ahead
9 of us.

10 COMMISSIONER FRANCK: Yeah, we did a
11 lot of updates over the years. So if
12 your committee needs and if you're
13 reaching out to other communities, we'd
14 be more than happy to assist.

15 SUPERVISOR VEITCH: Great. Thank
16 you very much, Commissioner. Appreciate
17 the offer. So yes, I think we probably
18 will reach out to you. Thank you.

19 All right. So moving on, next is
20 the buildings and grounds committee. We
21 had our meeting a couple of weeks ago on
22 that as well and just a couple of things
23 there. The main thing that we did -- we
24 actually did two things. First was to
25 put forward a renewal for the lease for



1 the Gateway House of Peace, which is on
2 our airport property. They've been under
3 a lease from us for the past ten years
4 running their operation there, and we are
5 going to move to have them also get
6 another five-year extension with the
7 ability to extend that for another five
8 years, so a ten-year potential lease for
9 them again going forward. They do a
10 great job, and their services are really
11 amazing there. I was on the board for a
12 little while there, and they just do a
13 great job. So glad to bring that
14 forward.

15 We are also in the process of hiring
16 an online auctioneer for the Woodlawn
17 Avenue building. We have put forward
18 Auctions International as a proposal to
19 do that. They've run a couple of online
20 county auctions already, so we are ready
21 to vote for that at our board meeting.

22 And just to mention that in February
23 our board meeting is the last week of
24 February, so we haven't had our meeting
25 yet this month. Usually, this council



1 meeting follows a county board meeting,
2 but we haven't had that yet this month.

3 We're also having some preliminary
4 discussions with our DPW commissioner on
5 possibly looking at a community solar
6 project this year, whether that's on the
7 county farm which is located in the town
8 of Milton over at the county airport. We
9 did notice that Warren County is looking
10 at doing that, so we're thinking
11 potentially we may be able to do the same
12 thing in Saratoga County. I'm working
13 with the DPW chairman of that committee,
14 which is Supervisor Barrett from Clifton
15 Park, as well as our technology and
16 resiliency chairman, which is Supervisor
17 Gaston.

18 And I would like to ask, if
19 possible, to maybe meet up with you,
20 Commissioner Madigan, to see how the
21 experience was with the city for
22 community solar. I know that was a very
23 successful project here, and we would
24 potentially like to get some information
25 from you about that.



1 COMMISSIONER MADIGAN: Well, we --

2 SUPERVISOR VEITCH: If possible.

3 COMMISSIONER MADIGAN: -- really
4 didn't do community solar so much as we
5 did solar for the city, but we started to
6 look at community solar. There's so many
7 solar farms popping up.

8 SUPERVISOR VEITCH: Yeah.

9 COMMISSIONER MADIGAN: I would like
10 to have a conversation with you about it
11 where --

12 SUPERVISOR VEITCH: Great.

13 COMMISSIONER MADIGAN: -- I can at
14 least let you know where I ended up
15 there. Okay?

16 SUPERVISOR VEITCH: Perfect. Yeah,
17 yeah. I know that in --

18 COMMISSIONER MADIGAN: Right.

19 SUPERVISOR VEITCH: -- Clifton Park
20 they've done a couple of projects, too,
21 and Supervisor Barrett as well as myself
22 are talking about it. So maybe it'd be
23 good to have that conversation with the
24 city to see what they did as well, so I
25 appreciate that.



1 COMMISSIONER MADIGAN: Yes.

2 SUPERVISOR VEITCH: So thank you.

3 COMMISSIONER MADIGAN: Okay. Sounds
4 good. Any time. Yeah.

5 SUPERVISOR VEITCH: No problem.

6 Third on the agenda is just a notice
7 that we're having a public hearing on a
8 proposed local law for food delivery
9 services. It is scheduled for March 10th
10 at 3:45 p.m., but actually we're not
11 having public coming into our meetings as
12 the city is not as well. So the way that
13 we're doing our public hearings is we're
14 setting up an email address for public
15 hearings, and that is -- basically, the
16 email address is
17 publiccomment@saratogacountyny.gov.

18 And just very quickly, this is a
19 local law that we're trying to set up
20 which will cap the fees on delivery
21 services, for food delivery services.
22 It's kind of been -- a couple of counties
23 have been doing this around the state.
24 As you know, the food delivery services
25 like Door Dash and Uber Eats and Grub Hub



1 and whatever they charge the customers
2 and the restaurant operators a fee for
3 these services, which can sometimes be
4 excessive and cut into the profits for
5 the restaurants that serve our customers.

6 So the essentials of the law are for
7 delivery services can only charge a
8 consumer, a customer, a maximum of
9 fifteen percent over the cost of their
10 order. And delivery services can charge
11 a restaurant a maximum of five percent
12 over the cost of the online order. And
13 if there's any credit card or processing
14 fees, they can charge that as well, but
15 it limits the amount that they can charge
16 the establishment which should hopefully
17 help some of our local businesses because
18 we're doing a lot of takeout and a lot of
19 online orders these days. And in our
20 community, we have so many restaurants,
21 so I'm sure it's an impact for here. So
22 we're looking for support for this. I
23 support this local law, and I'm hoping
24 that we can get some of our downtown
25 businesses and other restaurants to help



1 out and participate in the public comment
2 so that we can get some support for this.

3 So just want to mention again, it's
4 schedule for March 10th at 3:45 p.m.,
5 which is really kind of the cutoff time
6 for your public comment. And it's
7 publiccomment@saratogacountyny.gov is
8 where you can send those comments.

9 I do have one other item just
10 quickly as a follow-up from last meeting.
11 Saratoga County does have on their
12 proposal for next week a resolution
13 supporting the restoration of VLT funds
14 at the county level. So when we have our
15 meeting on next Tuesday, that resolution
16 will be on the agenda to do that. The
17 mayor had mentioned Supervisor Gaston and
18 myself sending out letters to the
19 governor and the speaker and the senate.
20 They are ready to go, and we're going to
21 send those out tomorrow. So it took us a
22 little while, but we got it together and
23 we'll make sure we get those out.

24 So thank you for your letter, Mayor,
25 that you sent us as a draft. It was very



1 helpful, so thank you.

2 MAYOR KELLY: Did either of you go
3 down to testify or no?

4 SUPERVISOR VEITCH: No, we did not
5 testify. No. We didn't sign up for
6 that, so no. But thank you for doing
7 that.

8 So last on the agenda here is
9 actually Supervisor Gaston's agenda, and
10 she just has a quick statement for me to
11 read. She had an issue today, and she
12 could not make the meeting.

13 So I just want to say the following
14 from Supervisor Gaston. "I am unable to
15 make to tonight's city council meeting
16 due to a family emergency. Thank you to
17 Supervisor Veitch for his willingness to
18 read a brief update on my behalf.

19 "At this time, Saratoga County
20 continues to see decreasing rates of new
21 COVID-19 cases, a rolling positivity rate
22 of 2.2 percent which is excellent news.
23 During this week's school break and
24 beyond, public health asks residents to
25 continue to follow guidance such as



1 wearing face coverings, maintaining
2 physical distancing, and limiting groups
3 and travel in order to maintain the
4 downward trend. Additionally, if you do
5 not feel well, please stay home and reach
6 out to your medical provider and consider
7 being tested for COVID-19. Vaccination
8 to protect against COVID-19 is the item
9 at the top of everyone's mind, and I want
10 you to know that the county is working
11 diligently to obtain and distribute
12 vaccines as quickly as possible. We are
13 holding a press conference tomorrow,
14 February 17th, at 2 p.m. to provide
15 information on the vaccination plan
16 locally and share information about the
17 Saratoga County public health services
18 vaccine interest list.

19 "I will share the information on the
20 other items of my agenda as soon as I am
21 able to."

22 And thanking the council, myself,
23 and Saratoga Springs for understanding
24 her missing the meeting today. So that
25 is from Supervisor Gaston, and that's it



1 for me, so thank you.

2 MAYOR KELLY: Okay. Thank you,
3 Supervisor.

4 Any other business from the council?

5 Thank you all. Be safe. It's icy
6 out there. And have a good night.

7 (Meeting adjourned)

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DRAFT



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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

I, Amanda G. Stockton, certify that the
foregoing transcript is a true and
accurate record of the proceedings.



Amanda G. Stockton

eScribers

352 Seventh Avenue, Suite #604

New York, NY 10001

Date: February 27, 2021



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SARATOGA SPRINGS COUNCIL MEETING

February 16, 2021

MEETING HELD VIA ZOOM

PRESENT:

Meg Kelly, Mayor

Lisa Shields, Deputy Mayor

John P. Franck, Commissioner

Michele Madigan, Commissioner

Anthony Scirocco, Commissioner

Robin Dalton, Commissioner

Vincent DeLeonardis

Deborah LaBreche

John Catone



1 MAYOR KELLY: Good morning. Welcome
2 to the pre-agenda meeting for tonight's
3 city council meeting. It is February
4 16th, 10 a.m.

5 We have two public hearings this
6 evening. The first public is Local Law
7 Number 1 of 2021, defer scheduled payment
8 of taxes. And that's under Commissioner
9 of Finance's agenda.

10 Would you like to add anything to
11 that, Commissioner?

12 COMMISSIONER MADIGAN: No. I can
13 explain it in more detail this evening.
14 It's just to extend the first three
15 quarter due dates for tax payments.

16 MAYOR KELLY: Great. Thank you.

17 COMMISSIONER MADIGAN: And I'll
18 explain more this evening.

19 MAYOR KELLY: Yeah.

20 And the second item is to amend
21 Chapter 58, alarm systems. And that's
22 under Commission Dalton, public safety.

23 Do you want to add anything there,
24 Commissioner?

25 COMMISSIONER DALTON: No, not at



1 this time.

2 MAYOR KELLY: Okay. Thank you.

3 There are no presentations to this
4 evening, and we do have two executive
5 sessions. The first one this -- or if we
6 could --

7 Is everybody available to stay after
8 for a few minutes?

9 COMMISSIONER FRANCK: Yes.

10 MAYOR KELLY: Okay.

11 COMMISSIONER DALTON: Of course.

12 MAYOR KELLY: Thank you. The first
13 executive session will be collective
14 bargaining negotiations of PBA unit, and
15 the second will be sell, lease, or
16 acquisition of property where disclosure
17 would affect value.

18 On to the consent agenda. Are there
19 any edits or additions?

20 DEPUTY MAYOR SHIELDS: No.

21 MAYOR KELLY: On to the Mayor's
22 department. My first item is to set a
23 public hearing: capital program and
24 budget amendment, east and west side
25 fields annual capital contribution school



1 cap recreation improvement. Per the east
2 and west side recreation fields use and
3 maintenance agreements between the
4 enlarged city school district and the
5 City of Saratoga Springs approved by the
6 city council on 12/15/20, the annual
7 capital contribution shall be in the
8 amount of 40,000. In the expense line is
9 H356715252000-1008, and the revenue line
10 is H05 -- 056-42397-1008.

11 My second item is discussion and
12 vote, COVID-19 small business grant
13 program award recommendations as part of
14 the action plan for the expenditure of
15 the third tranche of Cares Act funding
16 received by the city via HUD, the
17 community development department COVID-19
18 small business grant program was approved
19 by city council on November 2nd, 2020.

20 The SBG was allocated \$256,503 of CBBGCV
21 funding to support the preservation of
22 jobs held by persons of low income, which
23 would otherwise be lost due the economic
24 impacts of COVID-19 pandemic. After
25 careful review and deliberation, the



1 community development citizens advisory
2 committee would like to present these
3 recommendations to the council.

4 My third item is discussion and
5 vote, authorization for the mayor to sign
6 agreement with LiveBarn, Inc. LiveBarn
7 offers the ability to watch your favorite
8 athletes from any electronic device with
9 internet and never miss a lesson or a
10 game-winning goal. The subscription-
11 based program allows anyone with a paid
12 subscription to stream what is going on
13 at the ice rinks and the gym at any given
14 time. Parents and extended families can
15 watch games or events in real time
16 without traveling or having to miss an
17 event because they are not in town, and
18 offering a safe alternative for many.

19 My next item is discussion and vote,
20 grant license agreement for Jill Fishon-
21 Kovachick, 184 Phila Street. This is a
22 license that would allow the homeowner at
23 184 Phila Street to continue to maintain
24 a fence that has existed on part of the
25 city-owned land along Nelson Avenue. The



1 fence has existed for more than twenty-
2 five years. The license would allow the
3 homeowner to extend the fence a short
4 distance further onto her own property.
5 The license only allows the fence to
6 remain in its current location. The real
7 estate committee has considered the
8 matter and has not raised any issues.
9 This is a license, not an easement, and
10 does not give any licensee any permanent
11 rights to the city property.

12 DEPUTY MAYOR SHIELDS: Mayor? Sorry
13 to interrupt you. The button is not on
14 the website. So we're livestreaming, but
15 nobody can get to it. So would you give
16 me a minute, please?

17 MAYOR KELLY: Sure.

18 DEPUTY MAYOR SHIELDS: Okay. Sorry
19 about that.

20 Okay. Thank you.

21 MAYOR KELLY: Am I --

22 DEPUTY MAYOR SHIELDS: You're good.

23 MAYOR KELLY: -- continuing on, or
24 where am I going, Lisa?

25 DEPUTY MAYOR SHIELDS: Lisa Rebis is



1 on here. I don't know if she thinks that
2 we should --

3 MAYOR KELLY: Well, let me just --
4 let me just go to top --

5 DEPUTY MAYOR SHIELDS: -- back up.

6 MAYOR KELLY: -- and I'll run
7 through it.

8 DEPUTY MAYOR SHIELDS: All right.
9 I --

10 MAYOR KELLY: Okay.

11 DEPUTY MAYOR SHIELDS: -- apologize.

12 MAYOR KELLY: Tomorrow evening -- or
13 tonight, this evening, we will have two
14 public hearings. The first public
15 hearing is Local Law Number 1 of 2021,
16 defer scheduled payment of taxes. The
17 second one item for public hearing is to
18 amend Chapter 58, alarm systems.

19 We have two executive sessions right
20 after this meeting here today:
21 collective bargaining negotiations PBA
22 unit and the second item is sell or lease
23 or acquisition of property where
24 disclosure would affect the value.

25 We have no additions or changes to



1 the consent agenda at this time. The
2 mayor's department first item is to set a
3 public hearing: capital program and
4 budget amendment, east and west side
5 fields annual capital contribution school
6 cap recreation improvement.

7 My second item is discussion and
8 vote, COVID-19 small business grant
9 program award recommendations.

10 My third item is discussion and
11 vote, authorization for the mayor to sign
12 agreement with LiveBarn, Inc., and this
13 offers live -- if you have internet, you
14 can never miss a winning game or goal at
15 our ice rinks or gyms. It is a paid
16 subscription to stream, and that gives
17 the people a safe alternative for
18 watching their loved ones interact in
19 sports.

20 My fourth item is discussion and
21 vote, grant of license agreement to Jill
22 Fishon-Kovachick, 184 Phila Street. This
23 is a license that would allow the
24 homeowner at 184 Phila Street to continue
25 to maintain a fence that has existed on



1 part of the city-owned land along Nelson
2 Avenue. The fence has existed for more
3 than twenty-five years. The license
4 would also allow the homeowner to extend
5 the fence a short distance further onto
6 her own property. The license only
7 allows the fence to remain in its current
8 location. The real estate committee has
9 considered the matter and has not raised
10 any issues. This is a license, not an
11 easement, and does not give the licensee
12 any permanent rights in the city
13 property.

14 My next item is discussion and vote,
15 grant of license agreement for Boston
16 Ave. Partners, LLC, 96 Boston Avenue.
17 This is a license that would allow
18 property owners to occupy part of the
19 city-owned Caper Street that is next to
20 their land. The property owners use the
21 land. That would be according to the
22 approval by the city planning board. The
23 real estate committee has considered the
24 matter and has not raised any issues.
25 This is a license, not an easement, and



1 does not give the licensee any permanent
2 rights to this city property.

3 I will be adding -- I may be adding
4 two items. The first item would be a
5 zoning amendment request to the council
6 for Marion Avenue/Maple Dell PUD. And
7 the second item is an announcement update
8 on the food drive.

9 And that concludes my agenda. And
10 I'll turn it over to Commissioner Franck
11 with accounts.

12 COMMISSIONER FRANCK: Thank you,
13 Mayor. We just have one item for this
14 evening's meeting, and it's just a
15 discussion. We are looking to do the
16 outdoor seating as we did last year due
17 to COVID. And we were looking to begin
18 the process of, again, the ability to
19 open on Monday, March 15th versus April
20 1st, which is the typical date, obviously
21 weather permitting as you can probably
22 hear somebody scraping in the background.
23 So I just wanted to put that out there,
24 so all departments could see the
25 resolution. It hasn't really changed



1 other than a date change.

2 And then obviously, this is COVID-
3 related. I think over time, this would
4 probably be the last year that we would
5 be doing this. But I just wanted to put
6 it out there, so all the departments
7 could review it. We wouldn't put this up
8 for a vote for tonight's meeting. It's
9 just a discussion.

10 And that's all I have.

11 MAYOR KELLY: Thank you,
12 Commissioner.

13 On to finance, Commissioner Madigan.

14 COMMISSIONER MADIGAN: Thank you,
15 Mayor.

16 So the first item is an
17 announcement: Matt McCabe Day which is
18 February 20th, 2021. At the January
19 19th, 2021, city council meeting, a
20 resolution was presented that did
21 establish February 20th as Matt McCabe
22 Day. We lost Matt, former commissioner
23 of finance, a community force, a friend
24 to all, on January 12th, 2021, to COVID.
25 This day will be marked by an event at



1 Caffè Lena. His life and work will be
2 the subject of a virtual presentation,
3 and celebration information can be found
4 at caffelena.org.

5 I've also been working on a project
6 with the DBA on a Gibson guitar stature
7 for Matt. A few other projects, it has
8 been difficult getting in touch with
9 Gibson and Gibson Gives which is the
10 charitable arm of Gibson. And I think
11 they've just also been busy as a result
12 of COVID. I'm not sure I'll have an
13 update on that part, but I'm hoping to
14 have an update for the council and the
15 public.

16 My second item is an announcement
17 about the local law, scheduled payments
18 of taxes during the COVID-19 emergency.
19 This will be changed to a discussion and
20 vote after the public hearing.

21 Essentially, we're looking to extend the
22 first three tax payments by up to sixty
23 days without penalty. The fourth, we are
24 looking at not extending at all. We want
25 to ensure that we're getting all 2021 tax



1 payments into the city in 2021 for cash
2 flow purposes in particular. And we will
3 not be waiving the due date to pay your
4 taxes in full by March 1st and receive
5 the discount. However, the first three
6 quarterly payments, we will extend by
7 sixty days without penalty or ability to
8 pay your taxes. So that's what the vote
9 will be about, and that's what the public
10 hearing is about this evening.

11 Item number three is an
12 announcement, tax payments at city hall.
13 There is a new drop-off box for tax
14 payers' convenience. The city has a new
15 drop-off box located at the handicapped
16 entrance to city hall for tax payments
17 and other mail to the finance department,
18 as it has not been able to open to the
19 public due to the pandemic. I will have
20 a press release about this going out
21 later today, and I'll update the city
22 website and social media pages and make
23 sure that the city council is also aware
24 of -- I'll send you a copy of the press
25 release, basically, which will have more



1 information.

2 Item number four is announcement,
3 city hall department addresses and suite
4 numbers. City mail receptacle that we
5 will -- there's a new city mail
6 receptacle that we'll start using
7 beginning March 1st, which will now allow
8 to include department suite numbers.
9 Departments, please use these numbers for
10 all mail going forward. These will be
11 posted on the city website. If you have
12 any questions, call Rachel Petryna,
13 communications, at extension 2576. But
14 we will have an all-employee email going
15 out about this by the end of the week as
16 a reminder. And as we get closer to
17 March 1st, which is pretty much around
18 the corner, we'll have another email
19 going out to remind everybody about the
20 new department suite numbers.

21 Item number five is an update on
22 federal fiscal stimulus funding. I'll
23 provide a brief update recently released
24 by Senator Tonko's office regarding
25 amounts included in the President's



1 Federal Stimulus Act distribution for
2 local jurisdictions. We do have an
3 estimate of what Saratoga Springs would
4 receive, if all goes well through the
5 House and Senate. And so I'll need to be
6 cautious about this -- this is only an
7 estimate -- but more details about that
8 this evening.

9 I will also provide an update on VLT
10 aid and the Governor's budget. And along
11 with the mayor we took the opportunity to
12 testify to the joint legislative hearings
13 on local government video lottery
14 terminals revenue, and we'll discuss --
15 I'll discuss that effort this evening as
16 well. And if anybody else has managed to
17 provide a letter to the legislature, this
18 would be a good time tonight to chime in
19 and let us know what you're doing on your
20 end with VLT. I know this came up as a
21 topic at the last city council meeting.

22 Item number seven is a discussion
23 and vote, update on city recreation fees,
24 recreation department open gym.

25 Item number eight, discussion and



1 vote, authorization for the mayor to sign
2 agreement with Carousel Industries for
3 maintenance of the Avaya Telephone
4 System.

5 My remaining items are transfers to
6 adjust the 2021 budget, which is a
7 transfer from contingency, transfers in
8 payroll, transfers in benefits.

9 I'll be adding one item to my
10 agenda, which is an announcement. An
11 appointment to the climate-smart
12 committee, and that will be Anita
13 Morzilla (ph.) who is a resident of the
14 city. Thirty years professional
15 experience in natural resources and
16 environmental management and has worked
17 in education, research, private,
18 corporate, and government sectors.

19 And that will include my agenda --
20 include, not include but conclude. Thank
21 you.

22 MAYOR KELLY: Thank you,
23 Commissioner.

24 On to public works, Commissioner
25 Scirocco.



1 COMMISSIONER SCIROCCO: Thank you,
2 Mayor.

3 The first item on my agenda is a
4 discussion and vote. This is
5 authorization for the mayor to sign
6 amendment number 5 with the Saratoga
7 County Arts Council. As everybody is
8 aware, obviously we're in this pandemic,
9 and it's impacted the public entity,
10 businesses, and that sort of thing. And
11 so we did give the Arts Council a six-
12 month extension on their contract with
13 the city. I think we're going to -- I
14 want to extend it another six months for
15 the period of January 1st, 2021, through
16 June 30th, 2021. This is in regards to
17 the lease agreement through
18 (indiscernible).

19 Item number two is discussion and
20 vote, SEQR resolution for Loughberry Lake
21 Dam Rehabilitation Project. This project
22 goes way back to 2019 where the New York
23 State, the DEC, classified the dam in
24 Loughberry. And they reclassified from
25 a -- well, actually they reclassified to



1 a C dam. The dam hadn't received any
2 upgrade since -- let's see, I think the
3 '60s. The city hired Schnabel
4 Engineering to bring the dam into
5 compliance and to address the current
6 safety deficiencies. And some of the
7 things that they needed to do were
8 include a new principal spillway, water
9 supply connection, and lock-fill
10 stabilization of the upstream embankment
11 slope in addition to other necessary
12 improvements.

13 As it turned out, this is a type 2
14 action, and it's exempt from further
15 SEQR. So the city has to vote on a
16 resolution stating that the SEQR is
17 satisfied. So that's what we'll be doing
18 at tonight's city council meeting. And
19 if there's any questions, Deb LaBreche I
20 think is online. She can answer any
21 questions in regard to that. I don't
22 think there's any questions from the
23 council.

24 MAYOR KELLY: I'm good. Thank you.

25 COMMISSIONER SCIROCCO: Okay. I



1 think you'll be online tonight, too.

2 Right, Deb, if we need you? Can you hear
3 me, Debbie?

4 MS. LABRECHE: Commissioner, I can
5 hardly hear you. What did you say?

6 COMMISSIONER SCIROCCO: Will you be
7 online tonight if there's any questions
8 or any concerns in regard to that?

9 MS. LABRECHE: Yes.

10 COMMISSIONER SCIROCCO: Okay. All
11 right. Okay. I can just move on to my
12 next item.

13 Next item is discussion and vote.
14 This is a resolution for the Champlain
15 Hudson Power Express Project.

16 Vince, I don't know if you want to
17 just quickly chime in on that one? Is he
18 there?

19 MAYOR KELLY: Vince, are you here?

20 MR. DELEONARDIS: Yeah. Can you
21 hear me, Commissioner?

22 MAYOR KELLY: Yes.

23 COMMISSIONER SCIROCCO: Yeah.

24 Mr. DELEONARDIS: Yeah. So this is
25 a project by the -- actually Power



1 Express with regard to a high-voltage
2 direct current transmission line. The
3 line is a 333-mile project from the
4 Canadian border to New York City,
5 although only 5.6 of that distance is
6 contained within the City of Saratoga
7 Springs. And the project is intended to
8 decrease carbon emissions by 3.4 million
9 metric tons per year and will help New
10 York State achieve twenty percent of its
11 remaining seventy percent renewable goal
12 by 2030. So the resolution that will be
13 voted on this evening is to show support
14 for the project and to allow it to go
15 forward in the city right-of-ways.
16 However, it should be indicated, as the
17 details of the project are developed,
18 there will be a road crossing agreement
19 that will have to be negotiated and
20 subsequently approved by the council. So
21 this is just a resolution generally in
22 support of the project.

23 COMMISSIONER SCIROCCO: All right.

24 Thank you, Vince.

25 Any questions on that one?



1 MAYOR KELLY: Huh-huh. I don't have
2 any. Thank you.

3 COMMISSIONER SCIROCCO: Okay. I
4 will move on to number four. This is a
5 discussion and vote, approval to pay
6 invoice number 01012021 to Mahoney Notify
7 Plus in the amount of \$1,450. And again,
8 it was discovered that it was an
9 oversight in budgeting, and there was
10 insufficient funds in the budget line.
11 So we had to go back and pay the \$1,400.

12 Number five is discussion and vote,
13 approval to issue 2020 funded purchase
14 order in 2021 to Systems Management,
15 Incorporated. Again, this was due to a
16 billing error in the Systems Management.
17 A double payment was made in the amount
18 of \$1,291.70 on the fee owed. And in
19 order to submit a budget amendment for
20 refund, the revenue line H10342702-1141,
21 the council must approve to issue the
22 2020 funded purchase order in 2021.
23 Again, this was for \$1,291.70.

24 MAYOR KELLY: Commissioner?

25 COMMISSIONER SCIROCCO: Yes?



1 MAYOR KELLY: You're freezing, so
2 can you just sit up your -- I don't know
3 if anybody's catching that.

4 Did that freeze for anybody?

5 DEPUTY MAYOR SHIELDS: I actually
6 saw him okay.

7 MAYOR KELLY: Okay.

8 COMMISSIONER SCIROCCO: Is it
9 better?

10 MAYOR KELLY: John --

11 COMMISSIONER SCIROCCO:

12 (Indiscernible) --

13 MAYOR KELLY: John, did it freeze
14 for you?

15 COMMISSIONER FRANCK: No.

16 MAYOR KELLY: Okay. Maybe it's me
17 that's --

18 DEPUTY MAYOR SHIELDS: Yeah. Mayor?
19 Mayor? You froze for me, so --

20 MAYOR KELLY: Okay. So I'm -- well,
21 I'm not going to say I'm unstable, but my
22 internet is. I'm sure people would get a
23 kick out of that.

24 COMMISSIONER SCIROCCO: All right.

25 Okay. Let me know if I freeze, will you?



1 MAYOR KELLY: Yeah, you're good. Go
2 ahead.

3 COMMISSIONER SCIROCCO: I know you
4 turn the heat down in your office, so
5 (indiscernible).

6 I think we're on number --

7 COMMISSIONER FRANCK: That's a good
8 one.

9 COMMISSIONER SCIROCCO: -- six here.
10 I think we're on number six. All right.
11 This is discussion and vote, establish
12 title and grade for the Department of
13 Public Works welder/fabricator. And I
14 did send around a brief description of
15 what the duties for this title would be.
16 But this position was approved by Civil
17 Service in January of 2020, and again I
18 intended to bring it to the council. But
19 at the time VLT aid was in question, and
20 the pandemic obviously disrupted all the
21 work.

22 The welder/fabricator position
23 represents duties that are currently not
24 included in any of the titles in the DPW
25 unit. However, two employees have been



1 performing these duties beyond the scope
2 of their current job titles. Without
3 establishing a title for this work, there
4 will be union grievances and/or DPW would
5 need to hire outside contractors to do
6 the work at a greater cost. DPW would be
7 able to pay these employees for this out-
8 of-grade work while they are conducting
9 work.

10 Then everybody did get a brief
11 description of what the duties for these
12 employees are, and some of it's gold
13 leafing. Some of it's just repairing the
14 (indiscernible) lights that get knocked
15 down, that sort of thing. So I can tell
16 you the work is piling up. And not only
17 that, but we've purchased all this sign
18 equipment. We can't do anything with the
19 sign equipment until we at least get this
20 title established. Actually, this will
21 be a win/win for the city. It will allow
22 us to free up some money from a special
23 assessment because we had agreed prior to
24 the pandemic to do some work for them in
25 regards to the wayfinding system in the



1 city. So it's really a win/win for us as
2 far as revenues and that sort of thing.
3 So we'll be voting on that position
4 tonight.

5 And I think it's only maybe thirty
6 cents more an hour, something like that,
7 when these people are doing the work.
8 Again, we're not going to fill these
9 positions right away. But when we need
10 the work done, we have to have a place --
11 we have to have a title to put these
12 people in to, so they can do the work
13 without any issues with the contract. So
14 that's why we're doing this.

15 I don't if there're any questions or
16 concerns on that.

17 MAYOR KELLY: I'm good. Thank you.

18 COMMISSIONER SCIROCCO: My next item
19 is discussion and vote for the Department
20 of Public Works. This is just a sick
21 bank request for 127 hours from the DPW
22 sick bank, and the request was approved
23 by the CSEA.

24 With that, if there's no questions,
25 that concludes my agenda.



1 MAYOR KELLY: Thank you,
2 Commissioner.

3 On to public safety, Commissioner
4 Dalton.

5 COMMISSIONER DALTON: Thank you,
6 Mayor.

7 The first item on my agenda is a
8 COVID-19 update.

9 The second item on my agenda is a
10 discussion and vote, amend Chapter 19 of
11 the City Code entitled alarm systems.
12 This amendment is to take out the mention
13 of fee amounts in Chapter 58 and instead
14 allows fees to be established by the
15 council from time to time by resolution
16 of the city council.

17 The third item on my agenda is
18 discussion and vote, authorization for
19 the mayor to sign a contract with New
20 York State Master Contract for Grants.
21 The fire department provided over thirty
22 hours of service for New York State
23 providing COVID screening in the state
24 park. To recoup the money, we need to
25 sign on to what's called the Grants



1 Gateway. Once this contract is signed,
2 we provide the cost of our services, and
3 we will get reimbursed.

4 The fourth item on my agenda is a
5 discussion and vote, accept donation from
6 Martin, Harding, and Mazzotti to purchase
7 a new police K-9. Assistant Chief John
8 Catone is on this meeting and can give
9 details to the council about what this
10 entails.

11 Chief Catone, are you with us?

12 CHIEF CATONE: I am.

13 COMMISSIONER DALTON: Hello.

14 CHIEF CATONE: Good morning. Good
15 morning.

16 MAYOR KELLY: Can you put the video
17 on?

18 CHIEF CATONE: Lisa shut my video
19 off. Hold on.

20 MAYOR KELLY: Lisa, are you there?

21 CHIEF CATONE: Yeah, it says I can't
22 start my video.

23 DEPUTY MAYOR SHIELDS: Here. Let me
24 get him. Sorry.

25 I can't find him. Oh, my gosh. Oh.



1 MAYOR KELLY: It doesn't matter,
2 John. Go ahead.

3 CHIEF CATONE: Okay. There we go.

4 Okay. So this year we're going to
5 be retiring two of the police K-9s, one
6 due to medical reasons and the other one
7 due to the fact that his handler is going
8 to be retiring this year as well. So we
9 were approached by Martin, Harding, and
10 Mazzotti who wanted to make a donation
11 towards the purchase of a K-9, and they
12 actually gave us the full amount for the
13 purchase of the K-9. And so that's what
14 we'll be using that money towards. We'll
15 be purchasing a K-9 probably in late
16 March, early April, and have them ready
17 to start their training out in Onondaga
18 County on April 12th.

19 MAYOR KELLY: Great. Thank you.

20 COMMISSIONER DALTON: Thank you,
21 Chief.

22 I have one additional item to add to
23 my agenda which is a discussion and vote
24 for an antiracism pledge from the
25 Saratoga Springs Community Outreach



1 Committee.

2 And that concludes my agenda.

3 MAYOR KELLY: Commissioner Dalton,
4 can I ask you one question? I thought I
5 heard --

6 COMMISSIONER DALTON: Yes.

7 MAYOR KELLY: -- you said on number
8 two to amend Chapter 19?

9 COMMISSIONER DALTON: Yes. I have
10 19. Hold on.

11 MAYOR KELLY: Can you just read that
12 instead of --

13 COMMISSIONER DALTON: Yep, yep, yep.
14 So for whatever reason in my notes, I
15 have Chapter 19, but I think it is -- but
16 then I also have Chapter 58. I mean --

17 MAYOR KELLY: I have 58 -- I have 58
18 on the agenda. That's why I --

19 COMMISSIONER DALTON: Yeah, I think
20 58 is correct.

21 MAYOR KELLY: All right.

22 COMMISSIONER DALTON: And the 19
23 probably was a carry-over from the COVID-
24 19 updates. That is my guess.

25 MAYOR KELLY: All right. Okay.



1 COMMISSIONER DALTON: But yes.

2 Apologies.

3 MAYOR KELLY: Got it. Thank you.

4 COMMISSIONER DALTON: No, thank you.

5 MAYOR KELLY: All right.

6 On to the supervisors. Supervisor
7 Veitch has three items: government
8 review and efficiency committee,
9 buildings and grounds committee, public
10 hearing scheduled for local law for food
11 delivery services. Supervisor Gaston:
12 COVID-19 update, Saratoga County
13 Executive Order 203 report survey, and
14 committee updates.

15 So at this time, I move that the
16 city council enter into executive session
17 for two items: collective bargaining
18 negotiation PBA unit, and second item is
19 sell, lease, or acquisition of property
20 where disclosure would affect the value.

21 This is a motion. Is there a
22 second?

23 COMMISSIONER SCIROCCO: Second.

24 COMMISSIONER MADIGAN: Second.

25 MAYOR KELLY: Any discussion?



1 All those in favor say aye.

2 IN UNISON: Aye.

3 MAYOR KELLY: Any opposed?

4 The matter passes.

5 Please wait for the livestream to
6 stop.

7 (Discussion off the record)

8 MAYOR KELLY: Okay. Okay. We are
9 back from executive session and
10 discussing the outstanding matters, and
11 we have taken no action at this time.

12 Is there any other business from the
13 council?

14 COMMISSIONER DALTON: No.

15 MAYOR KELLY: Then we are adjourned.
16 Thank you and have a great day. We'll
17 see you all tonight.

18 COMMISSIONER MADIGAN: Thank you.

19 (Meeting adjourned)

20

21

22

23

24

25



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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

I, Amanda G. Stockton, certify that the
foregoing transcript is a true and
accurate record of the proceedings.



Amanda G. Stockton

eScribers

352 Seventh Avenue, Suite #604

New York, NY 10001

Date: February 25, 2021

Approved:

Vote:





March 1, 2021

CITY OF SARATOGA SPRINGS City Council Pre-Agenda Meeting

10:00 AM

(via Zoom)

PRESENT:

Meg Kelly, Mayor
Michele Madigan, Commissioner of Finance
John Franck, Commissioner of Accounts
Anthony Scirocco, Commissioner of DPW

STAFF PRESENT:

Lisa Shields, Deputy Mayor
Deidre Ladd, Deputy Commissioner, Finance
Maire Masterson, Deputy Commissioner, Accounts
Eileen Finneran, Deputy Commissioner, DPS

Vince DeLeonardis, City Attorney

EXCUSED:

Robin Dalton, Commissioner of DPS

Joe O'Neill, Deputy Commissioner, DPW

Matthew Veitch, Supervisor
Tara Gaston, Supervisor

CALL TO ORDER

Mayor Kelly called the meeting to order at 10:02 a.m.

PUBLIC HEARINGS

1. Capital Program and Budget Amendment East & West Side Fields Capital Contribution – no comments.

PRESENTATION

1. 2021 West Avenue Special Assessment District (WASAD) Annual Report – Commissioner Madigan advised Matt Jones will be here tomorrow night to update the Council.

CONSENT AGENDA

1. Approval of 2/16/2021 City Council Meeting Minutes
2. Approval of 2/16/2021 Pre-Agenda Minutes
3. Approval of 2/2/2021 City Council Meeting Transcript
4. Approve Budget Amendments – Regular
5. Approve Payroll 2/19/21 \$505,658.17
6. Approve Payroll 2/26/21 \$484,946.38
7. Approve Warrant – 2020 20MWDEC8 \$118,746.11
8. Approve Warrant 2021 21MAR1 \$1,160,023.47
9. Approve Warrant 2021 21MWFEB3 \$89,199.47

No comments.

MAYOR'S DEPARTMENT

Announcement: Police Reform Task Force

No comments.

Approval for 2020 Purchase Order to Encumber Complete Streets Greenbelt Funds

Mayor Kelly stated this is to approve a 2020 purchase order in order to roll over \$231,276.69 for complete streets and greenbelt projects.

Discussion and Vote: Approval for Mayor to Sign Contract with Goldberger and Kremer for an Award of Bid for Labor and Employment Legal Services

No comments.

Discussion and Vote: Approval for Mayor to Sign Amendment to the City of Saratoga Springs Police Benevolence Association Flexible Benefit Plan

Mayor Kelly advised one participant enrolled in the PBA flexible account for 2020 and 2021 years. Due to COVID-19, members can carry-over unused funds that normally would expire. The PBA member was not able to use all their funds due to the pandemic.

Discussion and Vote: Amend the 2021 Capital Budget and Capital Program to Include East and West Die Fields Annual Capital Contributions

No comments.

Discussion and Vote: Revocable License for Use of City of Saratoga springs Fields (Field User Agreements) Template with Updates

No comments.

Discussion and Vote: Co-Sponsored Program Templates

Mayor Kelly advised the Recreation Department is looking to have a 50/50 revenue split with Strike Zone,

Announcement: Community Development Block Grant 2021 Program Year Subgrantee Application Period Closes Friday 3/5/21

Mayor Kelly advised the application period ends this Friday at 4:30 p.m. The amount is expected to be approximately \$308,000. Funds are designed to assist projects for community development needs and that benefits persons of low to moderate income. There will be a special City Council meeting on March 30th for the Community Development Advisory Committee's presentation.

ACCOUNTS DEPARTMENT

Discussion and Vote: Approval of New York State Mandates Pandemic Operations Plan

Marilyn Rivers advised the Safety Committee has been working on the governor's mandate to protect workers in case of another pandemic. The plan provides a list of essential positions and work protocols. It also includes protocols for personal protective equipment. This plan dovetails into the City's Emergency Management Plan. The plan has been approved by the collective bargaining units.

Discussion and Vote: Approve Resolution for Outdoor Temporary Seating

Marilyn Rivers stated Commissioner Franck asked the Safety Committee and the sub-committee to look at this. There has been a change to the end date now being June 30, 2021. If the Council wishes to extend it, it can be introduced to the Council again in June to extend further.

Commissioner Madigan asked if they could extend it now. There are a couple businesses that want to do long term planning. She suggested extending it to December 31, 2021.

Mayor Kelly stated she would defer to DPW on this. She is okay with going either way on this.

Commissioner Franck suggested changing it to October 31st. His concern is the businesses that use the streets.

Vince DeLeonardis, city attorney, advised the outdoor seating was done to assist the restaurants to try to reach full capacity since the indoor seating was limited.

Commissioner Scirocco stated he is working on a study with the downtown businesses. It makes more sense to wait and see in the Henry and Phila Street area. With the track there is a lot of movement in that area. He wouldn't want to do anything beyond June 30th until they hear more. He believes it would be worse to give them something then take it away.

Discussion and Vote: Authorization for Mayor to Sign Addendum #5 with GAR Associates

No comments.

Award of Bid: Labor and Employment Legal Services to Goldberger and Kremer

No comments.

FINANCE DEPARTMENT

Announcement: 2021 Bond Rating

Commissioner Madigan stated we received our annual bond rating that it held firm on last year's rate with a negative outcome.

Discussion and Vote: 2021 Bond Resolution

Commissioner Madigan stated once this is approved by the Council, the Commissioner of Finance can bond capital projects.

Update: City Finances

Commissioner Madigan stated she will be reporting on the stimulus package passed over the weekend. Saratoga Springs is slated to receive \$7 million dollars.

Discussion and Vote: Budget Amendments – Capital Fund for Recreation (School District Contract for Capital Improvements)

No comments.

Discussion and Vote: Budget Transfers – Payroll

No comments.

Discussion and Vote: Budget Amendment – Capital fund for 2020 Reimbursement

Commissioner Madigan stated they received a late reimbursement that will be applied to 2020.

Budget Transfers - Contingency

No comments.

Commissioner Madigan stated she is adding an announcement to her agenda regarding Matt McCabe.

PUBLIC WORKS DEPARTMENT

Discussion and Vote: SEQR Resolution for Loughberry Lake Dam Rehabilitation Project

Commissioner Scirocco advised this is required to be done in order to seek funding assistance.

Set Public Hearing: 2021 Water and Sewer Rate Resolution

No comments.

Commissioner Scirocco advised he is adding an item to his agenda for Discussion and Vote: Amend 2020 Capital Budget for City Hall Renovations.

PUBLIC SAFETY DEPARTMENT

Nothing at this time.

SUPERVISORS

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

Supervisor Veitch

1. Veteran's Committee Update

Tara Gaston

1. COVID-19 Update
2. Executive Order 203 Recommendations

EXECUTIVE SESSION

Mayor Kelly moved and Commissioner Franck seconded to enter into executive session regarding sale, lease, acquisition of property disclosure would affect the value at 10:36 a.m.

Ayes – All

Council returned at 11:03 a.m.

Mayor Kelly advised the Council did not make any decisions in executive session to report to the public.

ADJOURN

Mayor Kelly adjourned the meeting at 11:03 a.m.

Respectfully submitted,

**Lisa Ribis
Clerk**

**Approved:
Vote:**

DRAFT



March 2, 2021

CITY OF SARATOGA SPRINGS
City Council Meeting

7:00 PM

(via zoom)

**6:55 PM – P.H. – Capital Program and
Budget Amendment East and West
Side Fields Capital Contribution**

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION

1. 2021 West Avenue Special Assessment District (WASAD) Annual Report

CONSENT AGENDA

1. Approval of 2/16/2021 City Council Meeting Minutes
2. Approval of 2/16/2021 Pre-Agenda Minutes
3. Approval of 2/2/2021 City Council Meeting Transcript
4. Approve Budget Amendments - Regular
5. Approval Payroll 2/19/2021 \$505,658.17
6. Approval Payroll 2/26/2021 \$484,946.38
7. Approval Warrant – 2020 20MWDEC8 \$118,746.11
8. Approve Warrant – 2021 21MAR1 \$1,160,023.47
9. Approve Warrant – 2021 21MWFEB3 \$89,199.47

MAYOR'S DEPARTMENT

1. Announcement: Police Reform Task Force
2. Approval for 2020 Purchase Order to Encumber Complete Streets Greenbelt Funds
3. Discussion and Vote: Approval for Mayor to Sign Contract with Goldberger and Kremer for An Award of Bid for Labor and Employment Legal Services
4. Discussion and Vote: Approval for Mayor to Sign Amendment to the City of Saratoga Springs Police Benevolence Association Flexible Benefit Plan
5. Discussion and Vote: Amend the 2021 Capital Budget and Capital Program to Include East and West Side Fields Annual Capital Contributions
6. Discussion and Vote: Revocable License for Use of City of Saratoga Springs Fields (Field User Agreements) Template with Updates
7. Discussion and Vote: Co-sponsored Program Templates
8. Announcement: Community Development Block Grant 2021 Program Year Subgrantee Application Period Closes Friday 3/5/21

ACCOUNTS DEPARTMENT

1. Discussion and Vote: Approval of New York State Mandated Pandemic Operations Plan
2. Discussion and Vote: Approve Resolution for Outdoor Temporary Seating
3. Discussion and Vote: Authorization for Mayor to Sign Addendum #5 with GAR Associates
4. Award of Bid: Labor and Employment Legal Service to Goldberger and Kremer

FINANCE DEPARTMENT

1. Announcement: 2021 Bond Rating
2. Discussion and Vote: 2021 Bond Resolution
3. Update: City Finances
4. Discussion and Vote: Budget Amendments – Capital Fund for Recreation (School District Contract for Capital Improvements)
5. Discussion and Vote: Budget Transfers – Payroll
6. Discussion and Vote: Budget Amendment – Capital Fund for 2020 Reimbursement
7. Budget Transfers – Contingency
8. Discussion: Commemoration in Honor of Matt McCabe, Former Commissioner of Finance, Community Leader and Good Samaritan to All

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: SEQR Resolution for Loughberry Lake Dam Rehabilitation Project
2. Set Public Hearing: 2021 Water and Sewer Rate Resolution
3. Discussion and Vote: Amend 2021 Capital Budget to Include Reimbursement to City Hall Buildings (Project 1141)

PUBLIC SAFETY DEPARTMENT

1. Nothing at this time.

SUPERVISORS

Matt Veitch

1. Veteran's Committee Update

Tara Gaston

1. COVID-19 Update
2. Executive Order 203 Recommendations

ADJOURN



March 2, 2021

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

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

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
Tara Gaston, Supervisor

EXCUSED: Robin Dalton, Commissioner of DPS

RECORDING OF PROCEEDING

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

PUBLIC HEARING

Capital Program and Budget Amendment East and West Side Fields Capital Contribution

Mayor Kelly opened the public hearing at 6:55 p.m.

Mayor Kelly stated the Recreation Department is requesting to amend the east and west side fields capital contribution. The funds are for the east and west side fields up to the amount of \$40,000.

No one spoke.

Mayor Kelly closed the public hearing at 6:56 p.m.

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.

No one spoke.

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

PRESENTATION

2021 West Avenue Special Assessment District (WASAD) Annual Report

Commissioner Madigan introduced Matt Jones of the Jones Steves Law Firm who will present the West Avenue Special Assessment District.

Matt Jones stated this is his 19th presentation on the West Avenue Special Assessment District. He stated 97% of the special assessment district budget goes to the City. The repayment is to take place over a 25-year period. Their obligation is being paid at a 5 1/8 % rate. The special assessment tax will conclude in 6 years.

CONSENT AGENDA

Mayor Kelly moved and Commissioner Madigan seconded to approve the consent agenda as follows:

1. Approval of 2/16/2021 City Council Meeting Minutes
2. Approval of 2/16/2021 Pre-Agenda Minutes
3. Approval of 2/2/2021 City Council Meeting Transcript
4. Approve Budget Amendments - Regular
5. Approval Payroll 2/19/2021 \$505,658.17
6. Approval Payroll 2/26/2021 \$484,946.38
7. Approval Warrant – 2020 20MWDEC8 \$118,746.11
8. Approve Warrant – 2021 21MAR1 \$1,160,023.47
9. Approve Warrant – 2021 21MWFEB3 \$89,199.47

Ayes – All

MAYOR'S DEPARTMENT

Announcement: Police Reform Task Force

Vince DeLeonardis, city attorney, stated the governor issued an executive order #203 where he required local governments to review existing police policies, practices and procedures, and improve those with community input. In August 2020, the Council created a Task Force of community members. Last week the Task Force voted on a majority of the recommendations. Tomorrow the Task Force will vote on the rest of the recommendations. At the next City Council meeting, the Council will act upon the recommendations.

Approval for 2020 Purchase Order to Encumber Complete Streets Greenbelt Funds (21-074)

Mayor Kelly advised this is to roll over \$231,276.69 for Complete Streets Greenbelt Funds.

Mayor Kelly moved and Commissioner Franck seconded to approve the 2020 purchase order to encumber Complete Streets Greenbelt funds.

Ayes – All

Discussion and Vote: Approval for Mayor to Sign Contract with Goldberger and Kremer for An Award of Bid for Labor and Employment Legal Services (21-075)

Mayor Kelly moved and Commissioner Madigan seconded to approve the signing of the contract with Goldberger and Kremer for the award of bid for labor and employment legal services.

Ayes - All

Discussion and Vote: Approval for Mayor to Sign Amendment to the City of Saratoga Springs Police Benevolence Association Flexible Benefit Plan (21-076)

Mayor Kelly advised there is one participant enrolled in the flexible spending account. Due to the pandemic, the IRS passed a temporary relief act that will allow the participant to rollover unused funds from the 2020 plan year to 2021 plan year.

Mayor Kelly moved and Commissioner Franck seconded to authorize the mayor to sign amendment to the City of Saratoga Springs Police Benevolence Association flexible benefit plan.

Ayes – All

Discussion and Vote: Amend the 2021 Capital Budget and Capital Program to Include East and West Side Fields Annual Capital Contributions (21-077)

Mayor Kelly advised the funds are for improvements to the east and west side fields; annual contribution of up to \$40,000.

Mayor Kelly moved and Commissioner Franck seconded to amend the 2021 capital budget and capital program to include east and west side fields annual capital contribution.

Ayes – All

Discussion and Vote: Revocable License for Use of City of Saratoga Springs Fields (Field User Agreements) Template with Updates (21-078)

Mayor Kelly moved and Commissioner Franck seconded to approve the revocable license for use of City of Saratoga Springs fields, the field user agreement templates with updates.

Ayes – All

Discussion and Vote: Co-sponsored Program Templates (21-079)

Mayor Kelly advised the City is looking to have a 50/50 revenue split with the following organizations: Saratoga Strike Zone, Saratoga American Legion Stampede, and Saratoga Miss Softball.

Mayor Kelly moved and Commissioner Franck seconded to approve the co-sponsored program templates.

Ayes – All

Announcement: Community Development Block Grant 2021 Program Year Subgrantee Application Period Closes Friday 3/5/21

Mayor Kelly announced the Community Development Block Grant 2021 program year subgrantee application period ends this Friday, March 5, 2021. There will be a special City Council meeting on March 30th to vote on the recommendations.

ACCOUNTS DEPARTMENT

Discussion and Vote: Approval of New York State Mandated Pandemic Operations Plan (21-080)

Commissioner Franck advised Governor Andrew M. Cuomo signed legislation (S8617B/A10832) on September 7, 2020 requiring all public employers to create plans to adequately protect workers in the event of another state disaster emergency involving a communicable disease. This plan has been developed in accordance with Section 27-c of New York State Labor Law, which requires public employers to adopt a plan for operations in the event of a declared public health emergency involving a communicable disease. The purpose of the plan is to provide for the continuity of City operations and to ensure that protocols exist to protect employees and onsite contractors, in the event of a public health emergency declaration in New York State that impacts the City.

Marilyn Rivers, director of Risk & Safety advised the City's Pandemic Operation Plans includes protocols for the following:

- List and description of positions considered essential.
- Descriptions of protocols to follow to enable all non-essential employees to work remotely.
- Description of how employers would stagger work shifts to reduce overcrowding.
- Protocols for PPE.
- Protocol for when an employee is exposed to disease.
- Protocol for documenting hours and work locations for essential workers.
- Protocol for working with essential employees' localities for identifying emergency housing if needed.
- Any other requirement determined by the New York State Department of Health, such as testing and contact tracing.

Assistant Chief Catone has reviewed and approved the attached plan in the context of the City's Emergency Management Plan previously approved by City Council. Each of the City's collective bargaining units participated and have approved the draft presented this evening.

Commissioner Franck thanked the Safety Committee, Marilyn Rivers and all others Marilyn mentioned for their hard work on this.

Commissioner Franck moved and Mayor Kelly seconded to approve the Pandemic Operations Plan as included with the agenda.

Ayes – All

Discussion and Vote: Approve Resolution for Outdoor Temporary Seating (21-081)

Commissioner Franck advised this updated resolution for temporary outdoor seating allows local restaurants to begin temporary outdoor seating Monday, March 15th and will expire on June 30, 2021. He is prepared to bring this resolution back to extend the expiration date as more information becomes available.

Marilyn Rivers advised this was reviewed by the Safety Committee in February. We are suggesting this be extended until June 30, 2021 with the caveat that it be extended as necessary.

The resolution is as follows:

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

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

WHEREAS, on June 16, 2020 this Council enacted an ordinance to add a new Article IV-A to Chapter 136 of the City Code. The new Article allowed persons and entities holding valid permits to operate eating and drinking establishments to apply for an additional permit to use certain specified public property as a temporary outdoor seating area; and

WHEREAS, Section 136-33.1-9 of that Article specified that all permits issued thereunder would expire at midnight on September 7, 2020, but that expiration date may be extended from time to time by resolution of the City Council; and

WHEREAS, on August 4, 2020, the City Council extended the expiration date in Section 136-33.1-9 of the City Code to midnight, October 5, 2020, and on September 15, 2020, the City Council extended the expiration date to midnight, October 31, 2020; and on October 20, 2020, the City Council extended the expiration date to midnight, November 30, 2020; and on November 17, 2020 the City Council extended the expiration date to midnight, December 31, 2020; and

WHEREAS, the Council finds that the said permit procedure continues to have a positive impact on our City's local economy, that it has provided a convenience and benefit to members of the public, and that its extension at this time would be in the public interest,

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City Council hereby commences use certain specified public property as a temporary outdoor seating area to commence March 15, 2021 and extend the expiration date in Section 136-33.1-9 of the City Code to midnight, June 30, 2021.
2. All other laws, ordinances, rules, policies and regulations of the City of Saratoga Springs shall remain in full force and effect.
3. Nothing in this resolution shall be construed so as to amend, replace or supersede any law or regulation of the State of New York, or any Executive Order of the Governor.
4. This authorization shall take effect immediately upon filing in the Office of the City Clerk.

Commissioner Franck moved and Commissioner Scirocco seconded for the City Council to approve the resolution for temporary outdoor seating as included with the agenda.

Commissioner Madigan thanked Marilyn Rivers and all who have worked on this and the first item on Commissioner Franck's agenda. This item was discussed at the pre-agenda meeting yesterday. There was discussion regarding the expiration date depending upon if the restaurants are able to open to full capacity or not and if we are able to have the track open. She supports extending the June deadline.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Addendum #5 with GAR Associates (21-082)

Commissioner Franck advised this addendum is a continuation of the original 2012 contract for commercial property appraisals. This addendum adds to the contract sum.

Commissioner Franck moved and Commissioner Scirocco seconded to authorize the mayor to sign addendum #5 with GAR Associates as included with this agenda.

Ayes - All

Award of Bid: Labor and Employment Legal Service to Goldberger and Kremer (21-083)

Commissioner Franck moved and Commissioner Scirocco seconded to award the bid for labor and employment legal services to Goldberger and Kremer for an amount not to exceed \$30,000.

Ayes - All

FINANCE DEPARTMENT

Announcement: 2021 Bond Rating

Commissioner Madigan announced the City's bond rating remains at AA+ with a negative outlook. This is the same rating as last year. The negative outlook is due to the City's exposure to continued volatility from economically sensitive revenue sources. If the City can limit fund balance drawdowns and maintain structurally aligned budgets, we could revise the outlook to stable.

Discussion and Vote: 2021 Bond Resolution (2-1084)

Commissioner Madigan advised the City is not required to bond all projects listed. She will be evaluating interest to determine the best course to take when bonding. The bond resolution authorizes the issuance of \$7,381,823 in bonds to finance various capital projects.

Commissioner Madigan moved and Commissioner Franck seconded to approve the 2021 bond resolution as included with the agenda.

Roll Call:

**Commissioner Franck – Aye
Commissioner Madigan – Aye
Commissioner Scirocco – Aye
Mayor Kelly - Aye**

Update: City Finances

Commissioner Madigan advised the House passed the stimulus bill and now the Senate has to vote on this. Under this bill, the City of Saratoga Springs is slated to receive \$7 million. Our money will flow through the state government and they will have 30 days to forward it to the City. Five million dollars of that will cover our retirement costs and the remaining \$2 million will go towards revenues that will not meet estimates at this time. The final 2020 sales tax number is \$11,074,174.35 for 2020. This is down 17.62% from 2019.

Discussion and Vote: Budget Amendments – Capital Fund for Recreation (School District Contract for Capital Improvements) (21-085)

Commissioner Madigan advised this year's annual amount is \$40,000.

Commissioner Madigan moved and Commissioner Scirocco seconded to approve budget amendments – capital fund for recreation school district contract for capital improvements as included with the agenda.

Roll Call:

**Commissioner Franck – Aye
Commissioner Madigan – Aye
Commissioner Scirocco – Aye
Mayor Kelly - Aye**

Discussion and Vote: Budget Transfers – Payroll (21-086)

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

Ayes – All

Discussion and Vote: Budget Amendment – Capital Fund for 2020 Reimbursement (21-087)

Commissioner Madigan moved and Commissioner Scirocco seconded to approve budget amendment – capital fund for 2020 reimbursement as included with the agenda.

Roll Call:

**Commissioner Franck – Aye
Commissioner Madigan – Aye
Commissioner Scirocco – Aye
Mayor Kelly - Aye**

Budget Transfers – Contingency (21-088)

Commissioner Madigan advised the current contingency balance is \$236,485.83 and \$235,985.83 will remain after this transfer.

Commissioner Madigan moved and Commissioner Franck seconded to approve budget transfers – contingency as included with the agenda.

Ayes – All

Discussion: Commemoration in Honor of Matt McCabe, Former Commissioner of Finance, Community Leader and Good Samaritan to All

Commissioner Madigan suggested placing a plaque outside the entrance to the ramp of City Hall and name one of the benches to memorialize Matt McCabe.

Mayor Kelly stated she is in total agreement.

Commissioner Scirocco stated the benches in front of City Hall are already named for other people. He has another idea for placing a bench elsewhere.

PUBLIC WORKS DEPARTMENT

Discussion and Vote: SEQR Resolution for Loughberry Lake Dam Rehabilitation Project (21-089)

Commissioner Scirocco advised the Loughberry Lake Dam was reclassified by the DEC in 2019 to a 'class C'. This higher classification allows the City to be eligible for FEMA funding to complete the approximate \$6.7 million rehabilitation. The City hired Schnabel Engineering to bring the dam into compliance. The City must comply with SEQR and pass a resolution that SEQR is satisfied.

The resolution is as follows:

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS
SEQR – LOUGHBERRY LAKE DAM REHABILITATION PROJECT

WHEREAS, the City of Saratoga Springs (City) is proposing the Loughberry Lake Dam Rehabilitation Project (the Project) in Saratoga Spring, NY. Loughberry Lake Dam is located in, owned, operated, and maintained by the City and its staff. The dam impounds Loughberry Lake, which is the principal water supply for the City. The dam was previously regulated by the New York State Department of Environmental Conservation (NYS DEC) as an intermediate hazard (Class B) dam but NYS DEC issued a letter dated August 23, 2019 officially reclassifying the dam as high hazard (Class C); and

WHEREAS, very little is known about the original design and construction of the dam; however, earlier design documents indicate a smaller embankment dam with a railroad line extending along the crest. In the late 1960s, as part of the New York State Department of Transportation's (NYS DOT) construction of Route 50, improvements were made to almost every aspect of the dam. Dam safety deficiencies currently exist which include insufficient spillway capacity; inoperable low level outlet; deterioration and multiple defects in the principal spillway arch conduit; hydraulic flow restrictions in the principal spillway downstream piping; corrosion within the principal spillway downstream corrugated metal piping system; corrosion and deterioration within the auxiliary spillway corrugated metal pipes including accumulation of sediment and debris; and insufficient slope stability factors of safety for the upstream embankment slope; and

WHEREAS, in order to bring the dam into compliance with NYS Dam Safety Regulatory Requirements, modifications to the dam and appurtenant structures are required. The dam rehabilitation activities consist of slip-lining the existing principal spillway arch conduit; removal and replacement of principal spillway conduits; centrifugally casting the auxiliary spillway corrugated metal conduits with concrete; construction of an impact basin at the terminus of the primary and auxiliary spillway conduits; allowance of limited overtopping of Route 50 east of the dam embankment to accommodate insufficient spillway capacity; and stabilization of the upstream slope through placement of a rock-fill berm; and

WHEREAS, the City, "may" seek financial assistance for the Project from the New York State Environmental Facilities Corporation (NYSEFC) under the Drinking Water State Revolving Fund (DWSRF). The DWSRF requires compliance with the State Environmental Quality Review Act (SEQR) and State Historic Preservation Act. As described in 6 NYCRR 617.5, Type II (exempt) actions are actions which have been pre-determined not to have a significant adverse impact on the environment and are not subject to further SEQR review; and

WHEREAS, Sponsors of Type II actions seeking funding from DWSRF, must submit required documentation (including a resolution) supporting the Type II classification for their projects to the New York State Environmental Facilities Corporation (EFC) and New York State Department of Health (NYSDOH).

NOW, THEREFORE, BE IT RESOLVED, that, based on our review of the proposed permanent and temporary rehabilitation components at the Loughberry Lake Dam, this Project is being declared a Type II action with the following Type II regulatory exemptions applying: 6 NYCRR 617.5(c)(2). "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;" The threshold listed in 6 NYCRR 617.4(b)(6i) states that "a project or action that involves the physical alteration of 10 acres" is a Type I action. The Loughberry Lake Dam Rehabilitation involves the physical alteration of less than 10 acres confirming that this meets the requirements for a Type II action.

Commissioner Scirocco moved and Commissioner Franck seconded to pass the resolution supporting this type II classification for Loughberry Lake Dam rehabilitation project.

Ayes - All

Set Public Hearing: 2021 Water and Sewer Rate Resolution

Commissioner Scirocco set a public hearing for Tuesday, March 16, 2021 at 6:55 p.m.

Discussion and Vote: Amend 2021 Capital Budget to Include Reimbursement to City Hall Buildings (Project 1141) (21-090)

Commissioner Scirocco advised due to a billing error, a double payment was made in the amount \$1,291.70.

Commissioner Scirocco moved and Commissioner Madigan seconded to amend the 2020 capital budget for City Hall buildings to include \$1,291.70 for the reimbursement from Systems Management.

Ayes - All

PUBLIC SAFETY DEPARTMENT

Commissioner Dalton has nothing for her agenda at this time.

SUPERVISORS

Matt Veitch

Veteran's Committee Update

Supervisor Veitch reported the Committee met yesterday. They are doing a budget amendment for the Peer to Peer Program. The state has not released the funds for this program yet so the County is funding it for now.

Tara Gaston

COVID-19 Update

Supervisor Gaston reported the numbers continue to improve. The governor has expanded some of the guidelines. The Health Department is getting clarification from the state. Vaccination supplies continue to be limited in the County. They hope to open a mass vaccination site in the next couple of weeks. Hotel and restaurant workers are eligible to be vaccinated as well as food pantry workers and people who do home food deliveries.

Commissioner Madigan stated she will continue to advocate for City Hall employees to be on the eligible list for vaccinations as they do deal with the public.

Executive Order 203 Recommendations

Supervisor Gaston reported the County was also required to participate in this order. They are accepting public comments through March 5, 2021.

ADJOURNMENT

There being no further business, Mayor Kelly adjourned the meeting at 8:11 p.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2021	03	120 03/16/2021	BUDGET	CCM 031621	BUA TRANS-REG	1	1		
1	A3638144 54100		STORM WATER CARRIERS	CS	RUBBLE BLACKTOP STONE OIL		500.00	500.00	1,000.00
	A -36-3-8140-4-54100		-		FUNDS REQUIRED FOR RUBBLE		03/16/2021		
2	A3638144 54180		STORM WATER CARRIERS	CS	OTHER SUPPLIES		14,000.00	-500.00	13,500.00
	A -36-3-8140-4-54180		-		FUNDS REQUIRED FOR RUBBLE		03/16/2021		
3	F3638354 54100		WATER MAINTENANCE	CS	RUBBLE BLACKTOP STONE OIL		1,000.00	2,000.00	3,000.00
	F -36-3-8341-4-54100		-		FUNDS REQUIRED FOR RUBBLE		03/16/2021		
4	F3638354 54180		WATER MAINTENANCE	CS	OTHER SUPPLIES		85,000.00	-2,000.00	83,000.00
	F -36-3-8341-4-54180		-		FUNDS REQUIRED FOR RUBBLE		03/16/2021		
					** JOURNAL TOTAL			0.00	

03/11/2021 16:54
u238

CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
bgamdent

CLERK: u238

YEAR PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2021 3 120										
BUA A3638144-54100	03/16/2021	TRANS-REG	BUDGET	CCM	031621	RUBBLE BLACKTOP STONE OIL FUNDS REQUIRED FOR RUBBLE	5		500.00	
BUA A3638144-54180	03/16/2021	TRANS-REG	BUDGET	CCM	031621	OTHER SUPPLIES FUNDS REQUIRED FOR RUBBLE	5			500.00
BUA F3638354-54100	03/16/2021	TRANS-REG	BUDGET	CCM	031621	RUBBLE BLACKTOP STONE OIL FUNDS REQUIRED FOR RUBBLE	5		2,000.00	
BUA F3638354-54180	03/16/2021	TRANS-REG	BUDGET	CCM	031621	OTHER SUPPLIES FUNDS REQUIRED FOR RUBBLE	5			2,000.00
JOURNAL 2021/03/120 TOTAL									.00	.00

03/11/2021 16:54
u238

CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
bgamdent

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

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

03/11/2021 16:52
u238

CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

```
|P      1
|bgamdent
```

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2021	03	45	03/16/2021	BUDGET	CCM 031621 BUA AMEND-INS	1	2			
1	A094	42680		DPS SALE OF PROP & COMP FOR INSURANCE RECOVERY	INSURANCE RECOVERY			.00	-2,000.00	-2,000.00
	A	-09-4-0000-0-42680	-		TRAN REIMB FDS7998 DD			03/16/2021		
2	A3041934	54775		MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE			15,000.00	2,000.00	17,000.00
	A	-30-4-1930-4-54775	-		TRAN REIMB FDS7998 DD			03/16/2021		
3	A093	42680		DPW SALE OF PROPERTY & COMP FOR INSURANCE RECOVERY	INSURANCE RECOVERY			.00	-2,390.00	-2,390.00
	A	-09-3-0000-0-42680	-		ERIE REIMB A00003124507			03/16/2021		
4	A3031934	54775		MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE			.00	2,390.00	2,390.00
	A	-30-3-1930-4-54775	-		ERIE REIMB A00003124507			03/16/2021		
					** JOURNAL TOTAL			0.00		

03/11/2021 16:52
u238

CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
bgamdent

CLERK: u238

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2021 3 45									
BUA A094-42680						INSURANCE RECOVERY	5		2,000.00
	03/16/2021	AMEND-INS	BUDGET	CCM	031621	TRAN REIMB FDS7998 DD			
BUA A3041934-54775						SELF INSURANCE	5	2,000.00	
	03/16/2021	AMEND-INS	BUDGET	CCM	031621	TRAN REIMB FDS7998 DD			
BUA A093-42680						INSURANCE RECOVERY	5		2,390.00
	03/16/2021	AMEND-INS	BUDGET	CCM	031621	ERIE REIMB A00003124507			
BUA A3031934-54775						SELF INSURANCE	5	2,390.00	
	03/16/2021	AMEND-INS	BUDGET	CCM	031621	ERIE REIMB A00003124507			
								.00	.00
BUA A-2960						APPROPRIATIONS			4,390.00
	03/16/2021	AMEND-INS	BUDGET	CCM	031621				
BUA A-1510						ESTIMATED REVENUES		4,390.00	
	03/16/2021	AMEND-INS	BUDGET	CCM	031621				
SYSTEM GENERATED ENTRIES TOTAL								4,390.00	4,390.00
JOURNAL 2021/03/45 TOTAL								4,390.00	4,390.00

03/11/2021 16:52
u238

CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
bgamdent

FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
A GENERAL FUND	2021	3	45	03/16/2021				
A-1510					ESTIMATED REVENUES	4,390.00		
A-2960					APPROPRIATIONS			4,390.00
					FUND TOTAL	4,390.00		4,390.00

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

03/10/2021 09:36
u73

CITY OF SARATOGA SPRINGS LIVE
CITY OF SARATOGA SPRINGS WARRANT REPORT

P 1
apwarnt

DATE: 03/10/2021 WARRANT: 21MWMAR1 AMOUNT: \$ 686,965.84

COMMISSIONER OF ACCOUNTS

I HEREBY CERTIFY THAT AT A MEETING OF THE CITY OF SARATOGA SPRINGS
CITY COUNCIL ON THAT THE VOUCHERS BELOW ARE APPROVED AND
AUTHORIZED.

03/10/2021 09:36
u73

CITY OF SARATOGA SPRINGS LIVE
DETAIL INVOICE LIST

P 2
apwarrnt

CASH ACCOUNT: A

1200

CASH

WARRANT: 21MWMAR1 03/10/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
6950 AMSURE		00001		INV	03/10/2021	109028	182811	184131	
1	A3011478 58010			CS EMP BEN	HOSPITALIZ	2,628.52			
2	A3719068 58010			HOSPITALIZ	HOSPITALIZ	18,858.75			
3	A3729068 58010			HOSP EB	HOSPITALIZ	19,202.04			
4	A3739068 58010			HOSPITALIZ	HOSPITALIZ	125,135.82			
5	A3749068 58010			HOSPITALIZ	HOSPITALIZ	398,023.30			
6	A3759068 58010			HOSPITALIZ	HOSPITALIZ	16,527.15			
7	A3769068 58010			HOSPITALIZ	HOSPITALIZ	8,139.08			
8	A3769068 58010	3000		HOSPITALIZ	HOSPITALIZ	15,112.39			
9	E3577168 58010			CCA EB	HOSPITALIZ	1,175.32			
10	F3739068 58010			HOSPITALIZ	HOSPITALIZ	31,825.40			
11	G3739068 58010			HOSPITALIZ	HOSPITALIZ	16,048.19			
				Invoice Net		652,675.96			
				CHECK TOTAL		652,675.96			-----
136 CERTIFIED AMBULANCE GR		00000		INV	03/10/2021	SSF-0321	182812	184132	
1	A3143414 54771			FIRE CS	INS REC SC	249.68			
				Invoice Net		249.68			
				CHECK TOTAL		249.68			-----
6575 DIRECT ENERGY BUSINESS		00003		INV	03/10/2021	182813	182813	184133	
1	A3143414 54650			FIRE CS	UTILITIES	867.62			
2	A3143414 54650			FIRE CS	UTILITIES	268.77			
3	A3143314 54650			TRAF CO CS	UTILITIES	234.85			
				Invoice Net		1,371.24			
				CHECK TOTAL		1,371.24			-----
6575 DIRECT ENERGY BUSINESS		00003		INV	03/10/2021	HS12326599	182814	184134	
1	E3577164 54650			CCA CS	UTILITIES	4,750.28			
				Invoice Net		4,750.28			
				CHECK TOTAL		4,750.28			-----
7828 GUARDIAN		00000		INV	03/10/2021	MAR 2021	182815	184135	
1	A3011478 58016			CS EMP BEN	DENTAL PRE	42.00			
2	A3719068 58016			HOSPITALIZ	DENTAL PRE	723.33			
3	A3729068 58016			HOSP EB	DENTAL PRE	402.49			
4	A3739068 58016			HOSPITALIZ	DENTAL PRE	2,382.59			
5	F3739068 58016			HOSPITALIZ	DENTAL PRE	945.74			
6	G3739068 58016			HOSPITALIZ	DENTAL PRE	310.66			
7	A3749068 58016			HOSPITALIZ	DENTAL PRE	5,334.82			
8	A3759068 58016			HOSPITALIZ	DENTAL PRE	209.33			
9	A3769068 58016			HOSPITALIZ	DENTAL PRE	161.76			
10	A3769068 58016	3000		HOSPITALIZ	DENTAL PRE	84.00			
				Invoice Net		10,596.72			
				CHECK TOTAL		10,596.72			-----
200 THE HARTFORD-PRIORITY		00001		INV	03/10/2021	738381809197	182816	184136	

03/10/2021 09:36
u73

CITY OF SARATOGA SPRINGS LIVE
DETAIL INVOICE LIST

P 3
apwarrrt

CASH ACCOUNT: A

1200

CASH

WARRANT: 21MWMAR1 03/10/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	1 A3011474 54774			CIVSERV CS	LIFE INSUR	4.00			
	2 A3719044 54774			LIFE INS M	LIFE INS	80.00			
	3 A3729044 54774			LIFE INS F	LIFE INS	44.00			
	4 A3739044 54774			LIFE IN PW	LIFE INS	294.66			
	5 F3739044 54774			LIFE INS W	LIFE INS	67.06			
	6 G3739044 54774			LIFE INS S	LIFE INS	48.68			
	7 A3749044 54774			LIFE IN PS	LIFE INS	326.80			
	8 A3759044 54774			P&F INSURA	LIFE INS	32.00			
	9 A3769044 54774			LIFE INS R	LIFE INS	20.00			
	10 A3769044 54774	3000		LIFE INS R	LIFE INSUR	32.00			
				Invoice Net		949.20			
				CHECK TOTAL			949.20		-----
6512	NATIONAL BUSINESS TECH	00000		INV	03/10/2021	IN407715	182817	184137	
	1 A3011474 54740			CIVSERV CS	SC EQUIP	25.50			
				Invoice Net		25.50			
				CHECK TOTAL			25.50		-----
6512	NATIONAL BUSINESS TECH	00001		INV	03/10/2021	71521016	182819	184139	
	1 A3011474 54740			CIVSERV CS	SC EQUIP	174.00			
				Invoice Net		174.00			
				CHECK TOTAL			174.00		-----
6512	NATIONAL BUSINESS TECH	00001		INV	03/10/2021	71521016	182818	184138	
	1 A3011474 54740			CIVSERV CS	SC EQUIP	174.00			
				Invoice Net		174.00			
				CHECK TOTAL			174.00		-----
6512	NATIONAL BUSINESS TECH	00001		INV	03/10/2021	71144980	182820	184140	
	1 A3011474 54740			CIVSERV CS	SC EQUIP	174.00			
	2 A3011474 54740			CIVSERV CS	SC EQUIP	174.00			
				Invoice Net		348.00			
				CHECK TOTAL			348.00		-----
319	NATIONAL GRID	00001		INV	03/10/2021	182821	182821	184141	
	1 A3143414 54650			FIRE CS	UTILITIES	197.21			
	2 A3143314 54751			TRAF CO CS	UTIL TRAF	201.48			
	3 A3143314 54751			TRAF CO CS	UTIL TRAF	206.51			
	4 A3143314 54751			TRAF CO CS	UTIL TRAF	258.07			
	5 A3143314 54751			TRAF CO CS	UTIL TRAF	165.35			
	6 A3143314 54751			TRAF CO CS	UTIL TRAF	161.27			
	7 A3143314 54751			TRAF CO CS	UTIL TRAF	152.77			
	8 A3143314 54751			TRAF CO CS	UTIL TRAF	142.08			
	9 A3143314 54751			TRAF CO CS	UTIL TRAF	105.59			
	10 A3143124 54650			POLICE CS	UTILITIES	82.71			
	11 A3143314 54751			TRAF CO CS	UTIL TRAF	63.68			
	12 A3143314 54650			TRAF CO CS	UTILITIES	180.03			

03/10/2021 09:36
u73

CITY OF SARATOGA SPRINGS LIVE
DETAIL INVOICE LIST

P 4
apwarrnt

CASH ACCOUNT: A

1200

CASH

WARRANT: 21MWMAR1 03/10/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
13	A3143314 54751		TRAF CO CS	UTIL TRAF		182.19			
			Invoice Net			2,098.94			
						CHECK TOTAL	2,098.94		-----
319	NATIONAL GRID	00001		INV	03/10/2021	182822	182822	184142	
	1 E3475654 54650		OFF ST PAR	UTILITIES		5,046.77			
	2 E3577164 54650		CCA CS	UTILITIES		2,384.68			
	3 E3577164 54650		CCA CS	UTILITIES		21.23			
	4 E3577164 54650		CCA CS	UTILITIES		1,491.62			
			Invoice Net			8,944.30			
						CHECK TOTAL	8,944.30		-----
223	RICOH USA, INC	00002	200587	INV	03/10/2021	104698159	182823	184143	
	1 A3143124 54110		POLICE CS	OFFICE SUP		30.52			
			Invoice Net			30.52			
						CHECK TOTAL	30.52		-----
6205	SIEBA, LTD	00001		INV	03/10/2021	32512	182824	184144	
	1 A3719068 58013		HOSPITALIZ	HRAADMINFE		21.90			
	2 A3739068 58013		HOSPITALIZ	HRAADMINFE		109.50			
	3 A3749068 58013		HOSPITALIZ	HRAADMINFE		868.70			
	4 A3759068 58013		HOSPITALIZ	HRAADMINFE		14.60			
	5 A3749098 58015		FSA	FSAADMINFE		75.00			
			Invoice Net			1,089.70			
6205	SIEBA, LTD	00001		INV	03/10/2021	32535	182825	184145	
	1 A3749098 58015		FSA	FSAADMINFE		150.00			
			Invoice Net			150.00			
						CHECK TOTAL	1,239.70		-----
1699	TIME WARNER CABLE	00003		INV	03/10/2021	483159702021621	182826	184146	
	1 A3021694 54740		DPN CS	SC EQUIP		15.04			
			Invoice Net			15.04			
						CHECK TOTAL	15.04		-----
5997	TIME WARNER CABLE	00001		INV	03/10/2021	904547801022721	182827	184147	
	1 A3567194 54720		ICE RIN CS	PROF SER		500.00			
			Invoice Net			500.00			
						CHECK TOTAL	500.00		-----
1927	VERIZON	00001		INV	03/10/2021	182828	182828	184148	
	1 A3021694 54670		DPN CS	PHONES		9.19			
			Invoice Net			9.19			
1927	VERIZON	00001		INV	03/10/2021	182829	182829	184149	
	1 A3051414 54671		ACCT CS	PHONE FAX		19.87			
			Invoice Net			19.87			
1927	VERIZON	00001		INV	03/10/2021	182830	182830	184150	
	1 A3143314 54751		TRAF CO CS	UTIL TRAF		32.73			
			Invoice Net			32.73			

03/10/2021 09:36
u73

CITY OF SARATOGA SPRINGS LIVE
DETAIL INVOICE LIST

P 5
apwarrrt

CASH ACCOUNT: A

1200

CASH

WARRANT: 21MWMAR1 03/10/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
1927 VERIZON		00001		INV	03/10/2021	182831	182831	184151	
1 A3143414 54670		FIRE CS		PHONES		34.57			
		Invoice Net				34.57			
1927 VERIZON		00001		INV	03/10/2021	182832	182832	184152	
1 A3143124 54670		POLICE CS		PHONES		44.30			
		Invoice Net				44.30			
1927 VERIZON		00001		INV	03/10/2021	182833	182833	184153	
1 A3143124 54670		POLICE CS		PHONES		44.30			
		Invoice Net				44.30			
1927 VERIZON		00001		INV	03/10/2021	182834	182834	184154	
1 A3143124 54670		POLICE CS		PHONES		73.88			
		Invoice Net				73.88			
1927 VERIZON		00001		INV	03/10/2021	182835	182835	184155	
1 A3143414 54670		FIRE CS		PHONES		97.19			
		Invoice Net				97.19			
1927 VERIZON		00001		INV	03/10/2021	182836	182836	184156	
1 A3143414 54670		FIRE CS		PHONES		103.28			
		Invoice Net				103.28			
1927 VERIZON		00001		INV	03/10/2021	182837	182837	184157	
1 A3143414 54670		FIRE CS		PHONES		190.74			
		Invoice Net				190.74			
1927 VERIZON		00001		INV	03/10/2021	182838	182838	184158	
1 A3143414 54670		FIRE CS		PHONES		228.51			
		Invoice Net				228.51			
1927 VERIZON		00001		INV	03/10/2021	182839	182839	184159	
1 A3143414 54670		FIRE CS		PHONES		252.52			
		Invoice Net				252.52			
1927 VERIZON		00001		INV	03/10/2021	182840	182840	184160	
1 A3143124 54670		POLICE CS		PHONES		340.52			
		Invoice Net				340.52			
1927 VERIZON		00001		INV	03/10/2021	182841	182841	184161	
1 A3143414 54670		FIRE CS		PHONES		372.79			
		Invoice Net				372.79			
1927 VERIZON		00001		INV	03/10/2021	182842	182842	184162	
1 A3021694 54670		DPN CS		PHONES		503.17			
		Invoice Net				503.17			
		CHECK TOTAL				2,347.56			-----
1831 VERIZON WIRELESS		00001		INV	03/10/2021	9874060000	182844	184164	
1 A3051414 54671		ACCT CS		PHONE FAX		215.06			
		Invoice Net				215.06			
		CHECK TOTAL				215.06			-----
1831 VERIZON WIRELESS		00001		INV	03/10/2021	9874021619	182843	184163	
1 E3577164 54670		CCA CS		PHONES		260.14			
		Invoice Net				260.14			
		CHECK TOTAL				260.14			-----

03/10/2021 09:36
u73

CITY OF SARATOGA SPRINGS LIVE
DETAIL INVOICE LIST

P 6
apwarrnt

CASH ACCOUNT: A

1200

CASH

WARRANT: 21MWMAR1 03/10/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
=====									
34	INVOICES					686,965.84	686,965.84		
							4,615.46		
=====									

WARRANT TOTAL
CASH ACCOUNT BALANCE

686,965.84
686,965.84
4,615.46

03/10/2021 09:36
u73

CITY OF SARATOGA SPRINGS LIVE
WARRANT SUMMARY

P 7
apwarrnt

WARRANT: 21MMMAR1 03/10/2021

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
A	A3011474	CIVIL SERVICE CONT A	-30-1-1431-4-54740 -	SERVICE CONTRACTS - EQ	721.50 70.11
A	A3011474	CIVIL SERVICE CONT A	-30-1-1431-4-54774 -	LIFE INSURANCE	4.00 .00
A	A3011478	CIVIL SERVICEEMPLO A	-30-1-1431-8-58010 -	HOSPITALIZATION	2,628.52 155.13
A	A3011478	CIVIL SERVICEEMPLO A	-30-1-1431-8-58016 -	DENTAL PREMIUMS	42.00 27.79
A	A3021694	DATA PRCESSING NET A	-30-2-1681-4-54670 -	PHONES	512.36 .00
A	A3021694	DATA PRCESSING NET A	-30-2-1681-4-54740 -	SERVICE CONTRACTS - EQ	15.04 9,488.06
A	A3051414	COMM OF ACCOUNTS C A	-30-5-1410-4-54671 -	PHONES & FAX	234.93 64.36
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54110 -	OFFICE SUPPLIES	30.52 1,669.24
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54650 -	UTILITIES	82.71 231.32
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54670 -	PHONES	503.00 2,373.60
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54650 -	UTILITIES	414.88 187.00
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54751 -	UTILITIES TRAFFIC LIGH	1,671.72 3,546.20
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54650 -	UTILITIES	1,333.60 1,654.81
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54670 -	PHONES	1,279.60 .21
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54771 -	SERVICE CONTRACTS INS	249.68 131.35
A	A3567194	ICE RINKS CS A	-35-6-7181-4-54720 -	SERVICE CONTRACTS - PR	500.00 385.00
A	A3719044	LIFE INSURANCE MAY A	-37-1-9045-4-54774 -	LIFE INSURANCE	80.00 4.00
A	A3719068	HOSPITALIZATION A	-37-1-9060-8-58010 -	HOSPITALIZATION	18,858.75 7,022.00
A	A3719068	HOSPITALIZATION A	-37-1-9060-8-58013 -	HRA ADMINISTRATIVE FEE	21.90 216.05
A	A3719068	HOSPITALIZATION A	-37-1-9060-8-58016 -	DENTAL PREMIUMS	723.33 12.62
A	A3729044	LIFE INSURANCE FIN A	-37-2-9045-4-54774 -	LIFE INSURANCE	44.00 .00
A	A3729068	HOSPITALIZATION EB A	-37-2-9060-8-58010 -	HOSPITALIZATION	19,202.04 39,573.78
A	A3729068	HOSPITALIZATION EB A	-37-2-9060-8-58016 -	DENTAL PREMIUMS	402.49 1,441.89
A	A3739044	LIFE INSURANCE DPW A	-37-3-9045-4-54774 -	LIFE INSUARNC	294.66 66.40
A	A3739068	HOSPITALIZATION A	-37-3-9060-8-58010 -	HOSPITALIZATION	125,135.82 256,035.72
A	A3739068	HOSPITALIZATION A	-37-3-9060-8-58013 -	HRA ADMINISTRATIVE FEE	109.50 1,442.59
A	A3739068	HOSPITALIZATION A	-37-3-9060-8-58016 -	DENTAL PREMIUMS	2,382.59 89.74
A	A3749044	LIFE INSURANCE PUB A	-37-4-9045-4-54774 -	LIFE INSURANCE	326.80 282.80
A	A3749068	HOSPITALIZATION A	-37-4-9060-8-58010 -	HOSPITALIZATION	398,023.30 220,221.15
A	A3749068	HOSPITALIZATION A	-37-4-9060-8-58013 -	HRA ADMINISTRATIVE FEE	868.70 517.44
A	A3749068	HOSPITALIZATION A	-37-4-9060-8-58016 -	DENTAL PREMIUMS	5,334.82 .00
A	A3749098	FLEXIBLE SPENDING A	-37-4-9090-8-58015 -	FSA ADMINISTRATIVE FEE	225.00 .00
A	A3759044	POLICE & FIRE INSU A	-37-5-9045-4-54774 -	LIFE INSURANCE	32.00 .00
A	A3759068	HOSPITALIZATION A	-37-5-9060-8-58010 -	HOSPITALIZATION	16,527.15 12,886.59
A	A3759068	HOSPITALIZATION A	-37-5-9060-8-58013 -	HRA ADMINISTRATIVE FEE	14.60 330.93
A	A3759068	HOSPITALIZATION A	-37-5-9060-8-58016 -	DENTAL PREMIUMS	209.33 .00
A	A3769044	LIFE INSURANCE REC A	-37-6-9045-4-54774 -	LIFE INSURANCE	20.00 28.00
A	A3769044	LIFE INSURANCE REC A	-37-6-9045-4-54774 -3000	LIFE INSURANCE	32.00 116.00
A	A3769068	HOSPITALIZATION A	-37-6-9060-8-58010 -	HOSPITALIZATION	8,139.08 31,314.18
A	A3769068	HOSPITALIZATION A	-37-6-9060-8-58010 -3000	HOSPITALIZATION	15,112.39 43,863.18
A	A3769068	HOSPITALIZATION A	-37-6-9060-8-58016 -	DENTAL PREMIUMS	161.76 1,219.48
A	A3769068	HOSPITALIZATION A	-37-6-9060-8-58016 -3000	DENTAL PREMIUMS	84.00 22.79
			FUND TOTAL	622,590.07	
CASH	ACCOUNT A 1200	BALANCE 4,615.46	**WARNING - INSUFFICIENT CASH BALANCE		
E	E3475654	OFF STREET PARKING E	-34-7-5650-4-54650 -	UTILITIES	5,046.77 .00
E	E3577164	CITY CENTER AUTHOR E	-35-7-7160-4-54650 -	UTILITIES	8,647.81 54,898.43

03/10/2021 09:36
u73

CITY OF SARATOGA SPRINGS LIVE
WARRANT SUMMARY

P 8
apwarrrnt

WARRANT: 21MMMAR1 03/10/2021

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
E E3577164 CITY CENTER AUTHOR E	-35-7-7160-4-54670 - PHONES	260.14	1,603.23
E E3577168 CITY CENTER AUTHOR E	-35-7-7160-8-58010 - HOSPITALIZATION	1,175.32	51,833.00
FUND TOTAL		15,130.04	
CASH ACCOUNT A 1200	BALANCE 4,615.46 **WARNING - INSUFFICIENT CASH BALANCE		
F F3739044 LIFE INSURANCE WAT F	-37-3-9045-4-54774 - LIFE INSURANCE	67.06	48.80
F F3739068 HOSPITALIZATION F	-37-3-9060-8-58010 - HOSPITALIZATION	31,825.40	.02
F F3739068 HOSPITALIZATION F	-37-3-9060-8-58016 - DENTAL PREMIUMS	945.74	.00
FUND TOTAL		32,838.20	
CASH ACCOUNT A 1200	BALANCE 4,615.46 **WARNING - INSUFFICIENT CASH BALANCE		
G G3739044 LIFE INSURANCE SEW G	-37-3-9045-4-54774 - LIFE INSURANCE	48.68	52.00
G G3739068 HOSPITALIZATION G	-37-3-9060-8-58010 - HOSPITALIZATION	16,048.19	58,173.97
G G3739068 HOSPITALIZATION G	-37-3-9060-8-58016 - DENTAL PREMIUMS	310.66	1,387.03
FUND TOTAL		16,407.53	
CASH ACCOUNT A 1200	BALANCE 4,615.46 **WARNING - INSUFFICIENT CASH BALANCE		
WARRANT SUMMARY TOTAL		686,965.84	
GRAND TOTAL		686,965.84	

03/10/2021 09:36
u73

CITY OF SARATOGA SPRINGS LIVE
WARRANT LIST BY VOUCHER

P 9
apwarrnt

WARRANT: 21MMMAR1 03/10/2021

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
184131	6950	AMSURE	182811		INV	03/10/2021	652,675.96	109029
		INVOICE: 109028						
184132	136	CERTIFIED AMBULANCE GROUP	182812		INV	03/10/2021	249.68	SSPD
		INVOICE: SSF-0321						
184133	6575	DIRECT ENERGY BUSINESS	182813		INV	03/10/2021	1,371.24	DPS
		INVOICE: 182813						
184134	6575	DIRECT ENERGY BUSINESS	182814		INV	03/10/2021	4,750.28	713390-49245
		INVOICE: HS12326599						
184135	7828	GUARDIAN	182815		INV	03/10/2021	10,596.72	00 544643
		INVOICE: MAR 2021						
184136	200	THE HARTFORD-PRIORITY ACCOUNTS	182816		INV	03/10/2021	949.20	000040370001
		INVOICE: 738381809197						
184137	6512	NATIONAL BUSINESS TECHNOLOGIES	182817		INV	03/10/2021	25.50	CS06-001
		INVOICE: IN407715						
184138	6512	NATIONAL BUSINESS TECHNOLOGIES	182818		INV	03/10/2021	174.00	1437873
		INVOICE: 71521016						
184139	6512	NATIONAL BUSINESS TECHNOLOGIES	182819		INV	03/10/2021	174.00	1437873
		INVOICE: 71521016						
184140	6512	NATIONAL BUSINESS TECHNOLOGIES	182820		INV	03/10/2021	348.00	70791132
		INVOICE: 71144980						
184141	319	NATIONAL GRID	182821		INV	03/10/2021	2,098.94	DPS
		INVOICE: 182821						
184142	319	NATIONAL GRID	182822		INV	03/10/2021	8,944.30	CITY CENTER
		INVOICE: 182822						
184143	223	RICOH USA, INC	182823	200587	INV	03/10/2021	30.52	323252-1023244A7
		INVOICE: 104698159						
184144	6205	SIEBA, LTD	182824		INV	03/10/2021	1,089.70	02/23/2021
		INVOICE: 32512						
184145	6205	SIEBA, LTD	182825		INV	03/10/2021	150.00	02/23/2021
		INVOICE: 32535						
184146	1699	TIME WARNER CABLE	182826		INV	03/10/2021	15.04	202483159702001
		INVOICE: 483159702021621						
184147	5997	TIME WARNER CABLE	182827		INV	03/10/2021	500.00	202-904547801-001

03/10/2021 09:36
u73

CITY OF SARATOGA SPRINGS LIVE
WARRANT LIST BY VOUCHER

```
| P      10
| apwarrnt
```

WARRANT: 21MWMAR1 03/10/2021

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 904547801022721								
184148	1927	VERIZON	182828		INV	03/10/2021	9.19	651750468000197
INVOICE: 182828								
184149	1927	VERIZON	182829		INV	03/10/2021	19.87	651750659000139
INVOICE: 182829								
184150	1927	VERIZON	182830		INV	03/10/2021	32.73	251750662000161
INVOICE: 182830								
184151	1927	VERIZON	182831		INV	03/10/2021	34.57	651750654000142
INVOICE: 182831								
184152	1927	VERIZON	182832		INV	03/10/2021	44.30	651750534000189
INVOICE: 182832								
184153	1927	VERIZON	182833		INV	03/10/2021	44.30	518584640068246
INVOICE: 182833								
184154	1927	VERIZON	182834		INV	03/10/2021	73.88	251750498000153
INVOICE: 182834								
184155	1927	VERIZON	182835		INV	03/10/2021	97.19	651750666000189
INVOICE: 182835								
184156	1927	VERIZON	182836		INV	03/10/2021	103.28	251750651000198
INVOICE: 182836								
184157	1927	VERIZON	182837		INV	03/10/2021	190.74	251747334000181
INVOICE: 182837								
184158	1927	VERIZON	182838		INV	03/10/2021	228.51	DPS
INVOICE: 182838								
184159	1927	VERIZON	182839		INV	03/10/2021	252.52	651750648000166
INVOICE: 182839								
184160	1927	VERIZON	182840		INV	03/10/2021	340.52	651750563000175
INVOICE: 182840								
184161	1927	VERIZON	182841		INV	03/10/2021	372.79	251747336000130
INVOICE: 182841								
184162	1927	VERIZON	182842		INV	03/10/2021	503.17	651750664000132
INVOICE: 182842								
184163	1831	VERIZON WIRELESS	182843		INV	03/10/2021	260.14	48016910700001
INVOICE: 9874021619								

03/10/2021 09:36
u73

CITY OF SARATOGA SPRINGS LIVE
WARRANT LIST BY VOUCHER

P 11
apwarrnt

WARRANT: 21MMMAR1 03/10/2021

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
184164	1831	VERIZON WIRELESS	182844		INV	03/10/2021	215.06	987011390
		INVOICE: 9874060000						
					WARRANT TOTAL		686,965.84	

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

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 1
apinvent

CLERK: u101 BATCH: 3338

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
190862	001	WM. J KELLER & SONS	1.00	0.00	0.00	1.00	9	GEYSER ROAD TRAIL CONSTR PER RFP 201
	001	WM. J KELLER & SONS	1.00	0.00	0.00	1.00		GEYSER ROAD TRAIL CONSTR PER RFP 201
	001	WM. J KELLER & SONS	1.00	0.00	0.00	1.00		GEYSER ROAD TRAIL CONSTR PER RFP 201
	001	WM. J KELLER & SONS	1.00	0.00	0.00	1.00		GEYSER ROAD TRAIL CONSTR PER RFP 201
200274	001	UNIFIRST CORPORATION	1.00	0.00	1.00	0.00	0	POLICE STATION RUG SERVICE
200300	001	PASSPORT LABS, INC.	1.00	0.00	0.00	1.00	8	PARKING TICKET MANAGEMENT
200565	001	ADIRONDACK CABLING A	1.00	0.00	1.00	0.00	0	PER QUOTES DW001310V1 AND DW001311V1
200625	001	CHA CONSULTING, INC.	1.00	0.00	0.00	1.00	8	Putnam Deck Eval Task
200646	001	EBERL IRON WORKS INC	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
200745	001	MUNICIPAL EMERGENCY	9.00	0.00	9.00	0.00	0	PER QUOTE QT1422902 BAILOUT DEVICES
200753	001	ADIRONDACK CABLING A	1.00	0.00	1.00	0.00	0	PER QUOTE DW001326V1 NYS PT68748
210001	001	BOLTON ST. JOHNS	1.00	0.00	1.00	0.00	0	ADDEDNUM THREE NOT TO EXCEED THRU
210004	001	CNA ENVIRONMENTAL IN	1.00	0.00	0.00	1.00	8	TESTING PER RFP 2020-06
210011	001	SCS ENGINEERS	1.00	0.00	0.00	1.00	8	LANDFILL O& M PER RFP 2017-45 THRU
210013	001	SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00	8	SODIUM HYPOCHLORITE PER IFB 2020-12
210015	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00	8	WALK OFF MATS, UNIFORMS AS QUOTED 12
210017	001	FITZGERALD MORRIS BA	1.00	0.00	0.00	1.00	8	ARTICLE 7 NOT TO EXCEED CCA 12/15/
210024	001	CASELLA WASTE SERVIC	1.00	0.00	0.00	1.00	8	AS FOLLOWS:
	001	CASELLA WASTE SERVIC	1.00	0.00	0.00	1.00		AS FOLLOWS:
210031	001	ABSOLUTE PEST CONTRO	1.00	0.00	0.00	1.00	8	7 MONTHS MONTHLY PEST SERVICES PER R
	001	ABSOLUTE PEST CONTRO	1.00	0.00	0.00	1.00		7 MONTHS MONTHLY PEST SERVICES PER R
210034	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00	8	AS FOLLOWS:
210040	001	3 RINGS PTS, LLC	1.00	0.00	0.00	1.00	8	SECURITY FOR CITY CENTER PARKING GAR
210041	001	GALLS, LLC	1.00	0.00	1.00	0.00	0	PER QUOTE 17419209 LT. SEAN BRISCOE
210043	001	MORTON SALT, INC	1.00	0.00	0.00	1.00	8	COARSE ROCK SALT PER 20-PWS-10R SAR
210044	001	SCHINDLER ELEVATOR C	1.00	0.00	0.00	1.00	8	AS FOLLOWS:
	001	SCHINDLER ELEVATOR C	1.00	0.00	0.00	1.00		AS FOLLOWS:
	001	SCHINDLER ELEVATOR C	1.00	0.00	0.00	1.00		AS FOLLOWS:
210046	001	MUNICIPAL EMERGENCY	1.00	0.00	1.00	0.00	0	COLLAR BRASS PER QUOTE QT1433776

03/12/2021 11:45
 u101

 CITY OF SARATOGA SPRINGS LIVE
 PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

 P 2
 apinvent

CLERK: u101 BATCH: 3338

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
210052	001	ABSOLUTE PEST CONTRO	1.00	0.00	0.00	1.00	8	MONTHLY PEST SERVICE FOR FIRE STATI
210064	001	BPI MECHANICAL SERVI	1.00	0.00	1.00	0.00	0	HEAT EXCHANGE REPAIR
210066	001	MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00	8	11 MONTHS MONTHLY INSPECTIONS AT: VI
210068	001	SENTRY AIR SYSTEMS	2.00	0.00	2.00	0.00	0	SS-200-HLG
210070	001	ESCRIBERS, LLC	1.00	0.00	0.00	1.00	8	TRANSCRIPTION SERVICES FOR CITY COUN

NEW INVOICES

[illegible]

NEW INVOICES

[illegible]

03/12/2021 11:45 | CITY OF SARATOGA SPRINGS LIVE
u101 | 21MAR2

P 5
apinvent

CLERK: u101 BATCH: 3338

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
31	00001 ALLERDICE BUILDI	182860 2102-094590		184181	21MAR2	16.07	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		F3638334 54180		16.07	1099:
31	00001 ALLERDICE BUILDI	182861 2103-099885		184182	21MAR2	23.72	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3537114 54180		23.72	1099:
31	00001 ALLERDICE BUILDI	182862 2103-100291		184183	21MAR2	24.15	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3031654 54180		24.15	1099:
31	00001 ALLERDICE BUILDI	182863 2102-096895		184184	21MAR2	30.75	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3537114 54180		30.75	1099:
31	00001 ALLERDICE BUILDI	182864 2102-095152		184185	21MAR2	39.98	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3537114 54180		39.98	1099:
31	00001 ALLERDICE BUILDI	182865 2103-101656		184186	21MAR2	44.99	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3335014 54180		44.99	1099:
31	00001 ALLERDICE BUILDI	182866 2102-089451		184187	21MAR2	78.26	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3031624 54180		78.26	1099:

[illegible]

NEW INVOICES

[illegible]

NEW INVOICES

VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7426	00000	BPI MECHANICAL S	182881 14740		184202	21MAR2	1,624.63		.00	.00		
CASH A			2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00			A3567174	54610	3000	1,624.63	1099:
ACCT 1200			DEPT 3000 DUE 03/16/2021	DESC:CITSAR								
95 HUDSON RIVER ROAD			WATERFORD NY 12188									
7426	00000	BPI MECHANICAL S	182883 14791	210064	184204	21MAR2	8,497.10		3,195.10	.00		
CASH A			2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00			A3143414	54610		5,302.00	1099:
ACCT 1200			DEPT 4000 DUE 03/16/2021	DESC:14815				A3143414	54720		3,195.10	1099:
95 HUDSON RIVER ROAD			WATERFORD NY 12188									
7426	00000	BPI MECHANICAL S	182884 14741		184205	21MAR2	647.52		.00	.00		
CASH A			2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00			A3567174	54610	3000	647.52	1099:
ACCT 1200			DEPT 3000 DUE 03/16/2021	DESC:CITSAR								
95 HUDSON RIVER ROAD			WATERFORD NY 12188									
1292	00000	SEAN BRISCOE	182885 182885		184206	21MAR2	1,020.00		.00	.00		
CASH A			2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00			A3143124	54971		1,020.00	1099:
ACCT 1200			DEPT 4000 DUE 03/16/2021	DESC:TUITION REIMB								
4 LAKEVIEW DRIVE			GANSEVOORT NY 12831									
139	00001	CAPITOL DISTRICT	182886 S2078159.001		184207	21MAR2	19.90		.00	.00		
CASH A			2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00			A3031624	54180		19.90	1099:
ACCT 1200			DEPT 3000 DUE 03/16/2021	DESC:3691								
252 WASHINGTON STREET			SARATOGA SPRINGS NY 12866									
139	00001	CAPITOL DISTRICT	182887 S2078183.001		184208	21MAR2	20.80		.00	.00		
CASH A			2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00			A3031594	54610		20.80	1099:
ACCT 1200			DEPT 3000 DUE 03/16/2021	DESC:3691								
252 WASHINGTON STREET			SARATOGA SPRINGS NY 12866									
417	00001	CASELLA WASTE SE	182888 2269020	210024	184209	21MAR2	353.30		.00	68,167.60		
CASH A			2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00			A3638184	54521		248.30	1099:
ACCT 1200			DEPT 3000 DUE 03/16/2021	DESC:28-34321 0				A3638184	54700		105.00	1099:
P.O. BOX 1372			WILLISTON VT 05495-1372									

NEW INVOICES

[illegible]



VENDOR	REMIT NAME		DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
149	00001 CNA ENVIRONMENTA		182896 FEB 2021	210004	184217	21MAR2	1,531.00		.00	17,213.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC: .00		F3638334	54708		1,531.00	1099:	
ACCT 1200	DEPT 3000	DUE	03/16/2021	DESC:TESTING								
27 KENT STREET STE. 102 BALLSTON SPA NY 12020												
8794	00000 PHILIP COLUCCI		182897 182897		184218	21MAR2	442.28		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC: .00		F093	42682		221.14	1099:	
ACCT 1200	DEPT 1000	DUE	03/16/2021	DESC:HEALTH INS.	REIMB		G093	42682		221.14	1099:	
118 JACKSON STREET SARATOGA SPRINGS NY 12866												
8785	00000 SUSANNA COMBS		182898 182898		184219	21MAR2	14.52		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC: .00		A3011214	54110		14.52	1099:	
ACCT 1200	DEPT 1000	DUE	03/16/2021	DESC:ALLERDICE	REIMB							
12 ADIRONDACK CIRCLE, APT. 4 GANSEVOORT NY 12831												
5853	00000 CONFIDATA		182899 74741		184220	21MAR2	100.00		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC: .00		A3051414	54490		100.00	1099:	
ACCT 1200	DEPT 5000	DUE	03/16/2021	DESC:CITYSARATO								
N GENESEE & LEE STREET P.O. BOX 353 UTICA NY 13503-0353												
5853	00000 CONFIDATA		182900 74740		184221	21MAR2	50.00		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC: .00		A3143124	54720		50.00	1099:	
ACCT 1200	DEPT 4000	DUE	03/16/2021	DESC:SARAPOLICE								
N GENESEE & LEE STREET P.O. BOX 353 UTICA NY 13503-0353												
7199	00001 CONSTELLATION EN		182901 19550452001		184222	21MAR2	2,729.13		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: Y	DISC: .00		E3577164	54650		2,729.13	1099:	
ACCT 1200	DEPT 7000	DUE	03/16/2021	DESC:201783308-1								
PO BOX 4640 CAROL STREAM IL 60197-4640												
1155	00001 COUNTY WASTE & R		182902 17069330		184223	21MAR2	179.00		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC: .00		A3143414	54720		179.00	1099:	
ACCT 1200	DEPT 4000	DUE	03/16/2021	DESC:6910-18297756-001								
P O BOX 535233 PITTSBURGH PA 15253-5233												

03/12/2021 11:45 | CITY OF SARATOGA SPRINGS LIVE
u101 | 21MAR2

P 11
apinvent

CLERK: u101 BATCH: 3338

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
5574	00001 CROWN CASTLE FIB	182903 780794		184224	21MAR2	4,456.52	.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3021694	54740	4,456.52	1099:	
ACCT 1200	DEPT 2000	DUE 03/16/2021	DESC:B11184							
PO BOX 32102	NEW YORK NY	10087-2102								
3203	00001 CRYSTAL ROCK LLC	182904 17818429	030221	184225	21MAR2	28.00	.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: Y	DISC: .00		E3577164	54792	28.00	1099:	
ACCT 1200	DEPT 7000	DUE 03/16/2021	DESC:776672317818429							
PO BOX 660579	DALLAS TX	75266-0579								
4623	00000 CUTTING EDGE EQU	182906 31662		184227	21MAR2	45.20	.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3638564	54180	45.20	1099:	
ACCT 1200	DEPT 3000	DUE 03/16/2021	DESC:0031929							
447 STATE RTE#29	GREENWICH NY	12834								
2858	00001 DIG SAFELY NEW Y	182909 21020060		184230	21MAR2	194.63	.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3335014	54180	194.63	1099:	
ACCT 1200	DEPT 3000	DUE 03/16/2021	DESC:02/28/2021							
6706 COLLAMER RD.	EAST SYRACUSE NY	13057								
2858	00001 DIG SAFELY NEW Y	182910 20120122		184231	21MAR2	117.71	.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3143314	54332	117.71	1099:	
ACCT 1200	DEPT 4000	DUE 03/16/2021	DESC:21020061							
6706 COLLAMER RD.	EAST SYRACUSE NY	13057								
6575	00003 DIRECT ENERGY BU	182911 182911		184232	21MAR2	11,944.00	.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3031654	54650	1,676.60	1099:	
ACCT 1200	DEPT 3000	DUE 03/16/2021	DESC:DPW			A3537114	54650	2,584.11	1099:	
P.O. BOX 32179	NEW YORK NY	10087-2179				A3031624	54650	2,262.17	1099:	
						F3638334	54650	274.34	1099:	
						F3638334	54650	740.62	1099:	
						A3031634	54650	301.28	1099:	
						A3567144	54650	86.36	1099:	
						G3638124	54650	4.44	1099:	
						A3567194	54650	3,394.90	1099:	
						A3567174	54650	618.45	1099:	
						G3638124	54650	.73	1099:	

NEW INVOICES

VENDOR	REMIT NAME		DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
4782	00001	EBERL IRON WORKS	182912 300966	200646	184233	21MAR2	4,130.00		.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3143314	54961			4,130.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/16/2021	DESC:SARASPRI									
128 SYCAMORE STREET BUFFALO NY 14204-1492												
172	00001	ELECTRONIC OFFIC	182913 43834		184234	21MAR2	40.50		.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3567144	54740			40.50	1099:	
ACCT 1200	DEPT 6000	DUE 03/16/2021	DESC:SSCI15									
P O BOX 4606	SARATOGA SPRINGS NY	12866										
172	00001	ELECTRONIC OFFIC	182914 43766		184235	21MAR2	190.00		.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3567194	54720			190.00	1099:	
ACCT 1200	DEPT 6000	DUE 03/16/2021	DESC:SSCI15									
P O BOX 4606	SARATOGA SPRINGS NY	12866										
8792	00000	EMPIRE PLAN	182915 20-144616		184236	21MAR2	1,013.00		.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A044	41640			1,013.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/16/2021	DESC:JASON FITZPATRICK									
8664	00000	ESCRIBERS, LLC	182916 387481	210070	184237	21MAR2	325.00		.00	8,804.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3051414	54720			325.00	1099:	
ACCT 1200	DEPT 5000	DUE 03/16/2021	DESC:387479									
7227 N. 16TH ST., STE. 207 PHOENIX AZ 85020												
4899	00000	FITZGERALD MORRI	182917 74921	210017	184238	21MAR2	68.00		.00	15,041.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3051354	54720			68.00	1099:7	
ACCT 1200	DEPT 5000	DUE 03/16/2021	DESC:10258-0024									
P.O. BOX 2017	GLENS FALLS NY	12801										
3084	00001	F W WEBB COMPANY	182918 70573254		184239	21MAR2	102.71		.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3416314	54610			102.71	1099:	
ACCT 1200	DEPT 3000	DUE 03/16/2021	DESC:57289									
160 MIDDLESEX TURNPIKE BEDFORD MA 01730												

NEW INVOICES

[illegible]

NEW INVOICES

[illegible]

NEW INVOICES

[illegible]

03/12/2021 11:45 | CITY OF SARATOGA SPRINGS LIVE
u101 | 21MAR2

P 16
apinvent

CLERK: u101 BATCH: 3338

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1257	00000 J & R WELDING SU	182943 2018505		184264	21MAR2	300.00	.00	.00		
	CASH A 2021/03 INV 03/09/2021 ACCT 1200 DEPT 4000 DUE 03/16/2021 270 MILTON AVENUE BALLSTON SPA NY 12020				SEP-CHK: N DISC: .00 DESC:SSFD		A3143414 54150	300.00	1099:	
878	00000 J E M ENTERPRISE	182944 00027638		184265	21MAR2	340.00	.00	.00		
	CASH A 2021/03 INV 03/09/2021 ACCT 1200 DEPT 3000 DUE 03/16/2021 228 SPRING AVENUE TROY NY 12180				SEP-CHK: N DISC: .00 DESC:02/17/2021		F3638334 54180	340.00	1099:	
878	00000 J E M ENTERPRISE	182945 00027622		184266	21MAR2	351.08	.00	.00		
	CASH A 2021/03 INV 03/09/2021 ACCT 1200 DEPT 3000 DUE 03/16/2021 228 SPRING AVENUE TROY NY 12180				SEP-CHK: N DISC: .00 DESC:02/10/2021		F3638334 54180	351.08	1099:	
1980	00000 ROBERT JILLSON	182946 182946		184267	21MAR2	812.25	.00	.00		
	CASH A 2021/03 INV 03/09/2021 ACCT 1200 DEPT 4000 DUE 03/16/2021 8 PADDINGTON DRIVE SARATOGA SPRINGS NY 12866				SEP-CHK: N DISC: .00 DESC:TUITION REIMB		A3143124 54971	812.25	1099:	
5966	00000 JOE JOHNSON EQUI	182947 P36151		184268	21MAR2	214.68	.00	.00		
	CASH A 2021/03 INV 03/09/2021 ACCT 1200 DEPT 3000 DUE 03/16/2021 62 LAGRANGE AVENUE ROCHESTER NY 14613				SEP-CHK: N DISC: .00 DESC:SARAT001		A3031654 54180	214.68	1099:	
5276	00000 KOESTER ASSOCIAT	182948 13295		184269	21MAR2	745.00	.00	.00		
	CASH A 2021/03 INV 03/09/2021 ACCT 1200 DEPT 3000 DUE 03/16/2021 3101 SENECA TURNPIKE CANASTOTA NY 13032				SEP-CHK: N DISC: .00 DESC:01/14/2021		F3638334 54330	745.00	1099:	
6369	00001 LAKESIDE PLASTIC	182949 T158887-IN		184270	21MAR2	3,060.00	.00	.00		
	CASH A 2021/03 INV 03/09/2021 ACCT 1200 DEPT 3000 DUE 03/16/2021 P.O. BOX 2384 OSHKOSH WI 54903-2384				SEP-CHK: N DISC: .00 DESC:20-SARSPR		A3335014 54180	3,060.00	1099:	

03/12/2021 11:45 | CITY OF SARATOGA SPRINGS LIVE
u101 | 21MAR2

P 17
apinvent

CLERK: u101 BATCH: 3338

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7240	00000 LEXIPOL, LLC	182950 182950		184271	21MAR2	11,200.00	.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00			A3143124 54720	11,200.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/16/2021	DESC:2021	MANUAL TRAINING						
2611	INTERNET BLVD., STE. 100	FRISCO TX 75034								
6200	00002 LEXISNEXIS	182951 3093126953		184272	21MAR2	89.61	.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00			A3011424 54440	89.61	1099:	
ACCT 1200	DEPT 1000	DUE 03/16/2021	DESC:42532P5K7							
PO BOX 9584	NEW YORK NY 10087-4584									
8783	00000 LYNCHY'S TAVERNS	182952 182952		184273	21MAR2	10,000.00	.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00			Y3618664 54928 484	10,000.00	1099:	
ACCT 1200	DEPT 1000	DUE 03/16/2021	DESC:GRANT							
68	MIDDLE AVENUE	SARATOGA SPRINGS NY 12866								
270	00000 MAHONEY NOTIFY P	182954 02012021	210066	184275	21MAR2	1,450.00	.00	14,720.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00			A3031594 54610	28.50	1099:7	
ACCT 1200	DEPT 3000	DUE 03/16/2021	DESC:0019121				A3031624 54720	97.00	1099:7	
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801					A3031634 54610	38.50	1099:7	
							A3537114 54720	105.50	1099:7	
							A3537214 54610	38.50	1099:7	
							A3567174 54720 3000	77.00	1099:7	
							G3638124 54331	1,065.00	1099:7	
290	00001 JOSEPH P MANGION	182955 2-142522		184276	21MAR2	46.00	.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00			A3567144 54180 3000	46.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/16/2021	DESC:COS101							
250	WASHINGTON ST. STE. C	SARATOGA SPRINGS NY 12866								
4407	00001 MUNICIPAL EMERGE	182956 IN1547597	200745	184277	21MAR2	2,501.10	.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00			A3143412 52610	2,501.10	1099:	
ACCT 1200	DEPT 4000	DUE 03/16/2021	DESC:BAILOUT DEVICES							
DEPOSITORY ACCOUNT 75	REMITTANCE DR STE.3135	CHICAGO IL 60675								

[illegible]

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 19
apinvent

CLERK: u101 BATCH: 3338

NEW INVOICES

[illegible]

NEW INVOICES

VENDOR REMIT NAME				DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
5237	00001	NAPA AUTO PARTS	182974 662303		184295	21MAR2		77.32		.00	.00		
CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 A3567194 54180 3000 77.32 1099:													
ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:4305													
P.O. BOX 3371 SARATOGA SPRINGS NY 12866													
5237	00001	NAPA AUTO PARTS	182975 674146		184296	21MAR2		79.92		.00	.00		
CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 A3335014 54180 79.92 1099:													
ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:4305													
P.O. BOX 3371 SARATOGA SPRINGS NY 12866													
5237	00001	NAPA AUTO PARTS	182976 657294		184297	21MAR2		81.20		.00	.00		
CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 A3567144 54180 3000 81.20 1099:													
ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:4305													
P.O. BOX 3371 SARATOGA SPRINGS NY 12866													
5237	00001	NAPA AUTO PARTS	182977 672694		184298	21MAR2		97.79		.00	.00		
CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 A3567194 54180 3000 97.79 1099:													
ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:4305													
P.O. BOX 3371 SARATOGA SPRINGS NY 12866													
5237	00001	NAPA AUTO PARTS	182978 654715		184299	21MAR2		129.78		.00	.00		
CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 A3567194 54180 3000 129.78 1099:													
ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:4305													
P.O. BOX 3371 SARATOGA SPRINGS NY 12866													
5237	00001	NAPA AUTO PARTS	182979 654663		184300	21MAR2		134.60		.00	.00		
CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 A3335014 54180 134.60 1099:													
ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:4305													
P.O. BOX 3371 SARATOGA SPRINGS NY 12866													
5237	00001	NAPA AUTO PARTS	182980 668153		184301	21MAR2		139.53		.00	.00		
CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 A3567144 54180 3000 139.53 1099:													
ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:4305													
P.O. BOX 3371 SARATOGA SPRINGS NY 12866													

NEW INVOICES

[illegible]

NEW INVOICES

[illegible]

03/12/2021 11:45 | CITY OF SARATOGA SPRINGS LIVE
u101 | 21MAR2

P 23
apinvent

CLERK: u101 BATCH: 3338

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
313	00000 NORTH COUNTRY AU	182995 83568B		184316	21MAR2	2,075.00		.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3031654	54180		2,075.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/16/2021	DESC:02/22/2021								
950 ROUTE 9	QUEENSBURY NY 12804										
305	00001 NYCOM	182996 11978		184317	21MAR2	150.00		.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3021314	54250		150.00	1099:	
ACCT 1200	DEPT 2000	DUE 03/16/2021	DESC:02/11/2021								
NYS CONFERENCE OF MAYORS	119 WASHINGTON AVENUE ALBANY NY 12210										
1903	00008 NYS DEPT ENVIRON	182997 9990000465471		184318	21MAR2	494.00		.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3638194	54180		494.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/16/2021	DESC:28842								
PO BOX 784971	PHILADELPHIA PA 19178										
1903	00008 NYS DEPT ENVIRON	182998 9990000485636		184319	21MAR2	700.00		.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: Y	DISC: .00		G3638114	54180		700.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/16/2021	DESC:8489								
PO BOX 784971	PHILADELPHIA PA 19178										
319	00001 NATIONAL GRID	182999 182999		184320	21MAR2	65,559.34		.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00		A3537114	54650		1,148.80	1099:	
ACCT 1200	DEPT 3000	DUE 03/16/2021	DESC:DPW			A3031624	54650		1,099.71	1099:	
P.O. BOX 4706	SYRACUSE NY 13221-4706					A3567194	54650	3000	1,296.85	1099:	
						G3638124	54650		5,314.34	1099:	
						A3335184	54750		5,086.46	1099:	
						A3031654	54650		1,501.63	1099:	
						F3638334	54650		13,016.45	1099:	
						G3638124	54650		34.06	1099:	
						F3638334	54650		634.41	1099:	
						F3638324	54650		21.10	1099:	
						A3567174	54650	3000	368.13	1099:	
						A3031634	54650		213.21	1099:	
						G3638124	54650		205.75	1099:	
						A3567144	54650	3000	195.59	1099:	
						A3335184	54750		35,106.64	1099:	
						A3416314	54650		316.21	1099:	

[illegible]

NEW INVOICES

VENDOR	REMIT NAME		DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
5812	00001	REBUILDING TOGET	183007 183007		184328	21MAR2	30,465.00		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC:	.00		Y3618664	54493	490	30,465.00	1099:
ACCT 1200	DEPT 1000	DUE	03/16/2021	DESC:2020 CDBG								
132 MILTON AVE BALLSTON SPA NY 12020												
6071	00001	RICK RAGS	183008 52043		184329	21MAR2	290.00		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC:	.00		A3031654	54180		290.00	1099:
ACCT 1200	DEPT 3000	DUE	03/16/2021	DESC:02/24/2021								
P.O. BOX 30 CANASTOTA NY 13032												
223	00001	RICOH USA, INC	183009 5061457224		184330	21MAR2	21.32		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC:	.00		A3143414	54110		21.32	1099:
ACCT 1200	DEPT 4000	DUE	03/16/2021	DESC:4659857								
P O BOX 827577 PHILADELPHIA PA 19182-7577												
223	00001	RICOH USA, INC	183010 5061476765		184331	21MAR2	47.27		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC:	.00		A3143124	54740		47.27	1099:
ACCT 1200	DEPT 4000	DUE	03/16/2021	DESC:4659857								
P O BOX 827577 PHILADELPHIA PA 19182-7577												
6851	00000	SARATOGA AUTO SU	183011 183011		184332	21MAR2	3,650.97		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC:	.00		A3143124	54510		3,496.08	1099:
ACCT 1200	DEPT 4000	DUE	03/16/2021	DESC:4310				A3143414	54510		154.89	1099:
288 MILTON AVE. BALLSTON SPA NY 12020												
7574	00001	SARATOGA CAR REN	183012 2461		184333	21MAR2	371.25		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC:	.00		A3335014	54510		371.25	1099:
ACCT 1200	DEPT 3000	DUE	03/16/2021	DESC:02/23/2021								
300 MAPLE AVENUE SARATOGA SPRINGS NY 12866												
7574	00001	SARATOGA CAR REN	183013 2425		184334	21MAR2	515.00		.00	.00		
CASH A	2021/03	INV	03/09/2021	SEP-CHK: N	DISC:	.00		A3335014	54510		515.00	1099:
ACCT 1200	DEPT 3000	DUE	03/16/2021	DESC:02/15/2021								
300 MAPLE AVENUE SARATOGA SPRINGS NY 12866												

03/12/2021 11:45 | CITY OF SARATOGA SPRINGS LIVE
u101 | 21MAR2

P 26
apinvent

CLERK: u101 BATCH: 3338

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
6943	00000 SARATOGA CLEANER	183014 2/28/2021		184335	21MAR2	72.00	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/16/2021 DESC:VN1969 228 WASHINGTON STREET SARATOGA SPRINGS NY 12866						A3143124 54720	72.00	1099:	
371	00002 SARATOGA QUALITY	183015 2102-271650		184336	21MAR2	8.74	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:4345 BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525						F3638334 54180	8.74	1099:	
371	00002 SARATOGA QUALITY	183016 2102-271621		184337	21MAR2	11.44	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:4345 BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525						F3638334 54180	11.44	1099:	
371	00002 SARATOGA QUALITY	183017 2102-272068		184338	21MAR2	63.95	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:4345 BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525						F3638334 54140	63.95	1099:	
371	00002 SARATOGA QUALITY	183018 2102-272295		184339	21MAR2	65.99	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:4345 BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525						A3537114 54140	65.99	1099:	
371	00002 SARATOGA QUALITY	183019 2102-272228		184340	21MAR2	78.24	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/16/2021 DESC:209150 BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525						A3143124 54510	78.24	1099:	
371	00002 SARATOGA QUALITY	183020 2102-267144		184341	21MAR2	106.35	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/16/2021 DESC:4345 BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525						A3537114 54140	106.35	1099:	

NEW INVOICES

VENDOR	REMIT NAME		DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
4701	00000 SARATOGA PUBLISH	183021 183021		184342	21MAR2		133.28		.00	.00		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00	A3051414	54490		133.28	1099:				
ACCT 1200	DEPT 5000 DUE 03/16/2021	DESC:4956										
5 CASE STREET SARATOGA SPRINGS NY 12866												
4701	00000 SARATOGA PUBLISH	183022 183022		184343	21MAR2		160.00		.00	.00		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00	A3567154	54600		160.00	1099:				
ACCT 1200	DEPT 6000 DUE 03/16/2021	DESC:2529										
5 CASE STREET SARATOGA SPRINGS NY 12866												
399	00001 SARATOGA VETERIN	183023 250552		184344	21MAR2		258.43		.00	.00		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00	A3143124	54970		258.43	1099:7				
ACCT 1200	DEPT 4000 DUE 03/16/2021	DESC:1255										
693 ROUTE 9 GANSEVOORT NY 12831												
2787	00001 SCHINDLER ELEVAT	183024 8105544866	210044	184345	21MAR2		1,945.80		.00	2,570.00		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00	A3031644	54612		1,945.80	1099:				
ACCT 1200	DEPT 3000 DUE 03/16/2021	DESC:5000032110										
P O BOX 93050 CHICAGO IL 60673-3050												
2787	00001 SCHINDLER ELEVAT	183025 8105538064	210044	184346	21MAR2		1,945.80		.00	2,570.00		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00	A3335654	54610		1,945.80	1099:				
ACCT 1200	DEPT 3000 DUE 03/16/2021	DESC:5000201476										
P O BOX 93050 CHICAGO IL 60673-3050												
2787	00001 SCHINDLER ELEVAT	183026 8105547135	210044	184347	21MAR2		1,945.80		.00	2,570.00		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00	A3031624	54610		1,945.80	1099:				
ACCT 1200	DEPT 3000 DUE 03/16/2021	DESC:5000032110										
P O BOX 93050 CHICAGO IL 60673-3050												
7852	00000 SCS ENGINEERS	183028 0397874	210011	184349	21MAR2		1,300.00		.00	22,300.00		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00	A3638184	54720		1,300.00	1099:				
ACCT 1200	DEPT 3000 DUE 03/16/2021	DESC:07218139.00										
AR DEPT., 3900 KILROY AIRPORT WAY, SUITE 100 LONG BEACH CA 90806-6816												

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 28
apinvent

CLERK: u101 BATCH: 3338

NEW INVOICES

[illegible]

NEW INVOICES

[illegible]

NEW INVOICES

[illegible]

03/12/2021 11:45 | CITY OF SARATOGA SPRINGS LIVE
u101 | 21MAR2

P 31
apinvent

CLERK: u101 BATCH: 3338

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
8695	00000 TIME WARNER/SPEC	183049 94547782021121		184370	21MAR2	96.98		.00	.00		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00				F3638334	54650		96.98	1099:
ACCT 1200	DEPT 3000 DUE 03/16/2021	DESC:20294547780202001									
PO BOX 4617	CAROL STREAM IL 60197-4617										
8695	00000 TIME WARNER/SPEC	183050 487086104030221		184371	21MAR2	224.95		.00	.00		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: Y	DISC: .00				E3577164	54670		224.95	1099:
ACCT 1200	DEPT 7000 DUE 03/16/2021	DESC:202487086104001									
PO BOX 4617	CAROL STREAM IL 60197-4617										
7292	00001 TOSHIBA BUSINESS	183051 5466445		184372	21MAR2	111.41		.00	.00		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: Y	DISC: .00				A3011214	54740		111.41	1099:
ACCT 1200	DEPT 1000 DUE 03/16/2021	DESC:TOBS6PA									
PO BOX 927	BUFFALO NY 14240-0927										
3256	00000 UNIFIRST CORPORA	183053 0523987142	200274	184374	21MAR2	28.80		19.04	.00		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00				A3143124	54720		9.76	1099:
ACCT 1200	DEPT 4000 DUE 03/16/2021	DESC:1290931					A3143124	54720		19.04	1099:
PO BOX 650481	DALLAS TX 75265-0481										
3256	00000 UNIFIRST CORPORA	183054 0523981214	210015	184375	21MAR2	86.19		.00	6,733.34		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00				A3031624	54610		86.19	1099:
ACCT 1200	DEPT 3000 DUE 03/16/2021	DESC:1269237									
PO BOX 650481	DALLAS TX 75265-0481										
1927	00001 VERIZON	183055 183055		184376	21MAR2	753.91		.00	.00		
CASH A	2021/03 INV 03/09/2021	SEP-CHK: N	DISC: .00				A3537114	54670		34.43	1099:
ACCT 1200	DEPT 3000 DUE 03/16/2021	DESC:DPW					A3031444	54670		7.97	1099:
P O BOX 15124	ALBANY NY 12212-5124						A3031654	54670		32.05	1099:
							A3638184	54670		67.90	1099:
							F3638334	54670		68.85	1099:
							F3638334	54670		74.25	1099:
							F3638334	54670		149.03	1099:
							F3638334	54670		73.97	1099:
							A3567194	54670 3000		34.44	1099:
							A3567194	54670 3000		37.30	1099:
							A3567194	54670 3000		106.51	1099:
							A3031494	54670		32.46	1099:

NEW INVOICES

[illegible]

[illegible]

03/12/2021 11:45 | CITY OF SARATOGA SPRINGS LIVE
u101 | 21MAR2

P 35
apinvent

CLERK: u101 BATCH: 3338

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2149	00001 SANDERS FIRE & S	183079 53207		184400	21MAR2	490.00	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 5000 DUE 03/16/2021 DESC:03/09/2021 26 VIALI AVENUE MECHANICVILLE NY 12118						A3051414 54740	490.00	1099:7	
16	00001 SARATOGA COUNTY	183080 2021 1ST QTR		184401	21MAR2	3,244,303.69	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 2000 DUE 03/16/2021 DESC:TAX PAYMENT 40 MCMASTER STREET BLDG #1 BALLSTON SPA NY 12020						A 2670	3,244,303.69	1099:	
16	00001 SARATOGA COUNTY	183081 1ST QTR 2021		184402	21MAR2	922,690.25	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 2000 DUE 03/16/2021 DESC:SEWER DISTRICT 40 MCMASTER STREET BLDG #1 BALLSTON SPA NY 12020						G3638134 54731	922,690.25	1099:	
739	00000 SPECIAL ASSESSME	183082 183082		184403	21MAR2	34,565.50	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 2000 DUE 03/16/2021 DESC:1ST QTR 2021 C/O FINANCE DEPARTMENT CITY HALL SARATOGA SPRINGS NY 12866						A 2630	34,565.50	1099:	
1831	00001 VERIZON WIRELESS	183083 128223762		184404	21MAR2	162.54	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 5000 DUE 03/16/2021 DESC:9591872 P O BOX 408 NEWARK NJ 07101-0408						A3051414 54110	162.54	1099:	
1831	00001 VERIZON WIRELESS	183084 9874589222		184405	21MAR2	172.32	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 1000 DUE 03/16/2021 DESC:9420148760001 P O BOX 408 NEWARK NJ 07101-0408						A3113624 54670	172.32	1099:	
2743	00000 WEST AVENUE SAD	183085 183085		184406	21MAR2	12,750.76	.00	.00		
	CASH A 2021/03 INV 03/09/2021 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 2000 DUE 03/16/2021 DESC:1ST QTR 2021 C/O FINANCE DEPARTMENT SARATOGA SPRINGS NY 12866						A 2630	12,750.76	1099:	

03/12/2021 11:45 | CITY OF SARATOGA SPRINGS LIVE
u101 | 21MAR2

P 36
apinvent

CLERK: u101 BATCH: 3338

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
8797	00000 JOHN DUMBLEWSKI	183086 9412		184407	21MAR2	590.00	.00	.00		
CASH A	2021/03	INV 03/09/2021	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 4000	DUE 03/16/2021	DESC:02/24/2021							
PO BOX 310	HAGAMAN NY 12086									
226 APPROVED UNPAID INVOICES				TOTAL		5,205,886.44				
226 INVOICE(S)				REPORT POST TOTAL		5,205,886.44				

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 37
apinvent

CLERK: u101 BATCH: 3338

ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2021 03	A	A	-2630 -	DUE TO OTHER FU	47,316.26 BAL .00
	A	A	-2670 -	DUE TO COUNTY	3,244,303.69 BAL .00
	A044	A	-04-4-0000-0-41640 -	AMBULANCE TRANS	1,013.00 REV .00
	A063	A	-06-3-0000-0-42411 -	RENTAL CASINO C	500.00 REV .00
	A3011214	A	-30-1-1210-4-54110 -	OFFICE SUPPLIES	14.52 1,985.48
	A3011214	A	-30-1-1210-4-54670 -	PHONES	22.89 1,783.90
	A3011214	A	-30-1-1210-4-54740 -	SERVICE CONTRAC	111.41 2,325.51
	A3011424	A	-30-1-1420-4-54440 -	BOOKS PUBLICATI	89.61 1,320.78
	A3011434	A	-30-1-1430-4-54671 -	PHONES & FAX	7.63 1,190.86
	A3011474	A	-30-1-1431-4-54671 -	PHONES & FAX	94.53 2,431.92
	A3021314	A	-30-2-1310-4-54110 -	OFFICE SUPPLIES	449.13 7,321.17
	A3021314	A	-30-2-1310-4-54250 -	CONFERENCE REGI	150.00 50.00
	A3021314	A	-30-2-1310-4-54720 -	SERVICE CONTRAC	1,320.00 180.00
	A3021314	A	-30-2-1310-4-54740 -	SERVICE CONTRAC	149.04 1,845.42
	A3021344	A	-30-2-1393-4-54720 -	SERVICE CONTRAC	673.36 5,076.64
	A3021692	A	-30-2-1681-2-52230 -	HARDWARE	1,738.23 27,955.98
	A3021694	A	-30-2-1681-4-54720 -	SERVICE CONTRAC	9,515.00 75,073.90
	A3021694	A	-30-2-1681-4-54730 -	SERVICE CONTRAC	386.10 17,613.90
	A3021694	A	-30-2-1681-4-54740 -	SERVICE CONTRAC	4,456.52 188,820.77
	A3031444	A	-30-3-1440-4-54670 -	PHONES	7.97 2,458.34
	A3031494	A	-30-3-1490-4-54110 -	OFFICE SUPPLIES	33.95 2,455.85
	A3031494	A	-30-3-1490-4-54670 -	PHONES	132.54 2,334.94
	A3031494	A	-30-3-1490-4-54720 -	SERVICE CONTRAC	871.42 993.58
	A3031594	A	-30-3-1590-4-54610 -	REPAIRS & MAINT	268.52 5,906.40
	A3031624	A	-30-3-1620-4-54140 -	JANITORIAL SUPP	287.47 7,514.93
	A3031624	A	-30-3-1620-4-54180 -	OTHER SUPPLIES	137.40 3,864.07
	A3031624	A	-30-3-1620-4-54610 -	REPAIRS & MAINT	2,031.99 17,077.16
	A3031624	A	-30-3-1620-4-54650 -	UTILITIES	3,361.88 49,210.13
	A3031624	A	-30-3-1620-4-54720 -	SERVICE CONTRAC	97.00 12,303.00
	A3031634	A	-30-3-1621-4-54180 -	VC OTHER SUPPLI	9.69 282.35
	A3031634	A	-30-3-1621-4-54610 -	VC REPAIRS & MA	38.50 9,538.00
	A3031634	A	-30-3-1621-4-54650 -	VC UTILITIES	514.49 8,864.38
	A3031644	A	-30-3-1622-4-54612 -	ARTS CENTER REP	1,945.80 3,054.20
	A3031654	A	-30-3-1623-4-54110 -	OFFICE SUPPLIES	334.32 11.53
	A3031654	A	-30-3-1623-4-54180 -	OTHER SUPPLIES	3,229.90 6,738.07
	A3031654	A	-30-3-1623-4-54650 -	UTILITIES	3,178.23 16,585.69
	A3031654	A	-30-3-1623-4-54670 -	PHONES	32.05 3,720.02
	A3031914	A	-30-3-1910-4-54773 -	LIABILITY INSUR	1,273.28 24,967.25
	A3051354	A	-30-5-1355-4-54720 -	SERVICE CONTRAC	68.00 .00
	A3051414	A	-30-5-1410-4-54110 -	OFFICE SUPPLIES	214.92 10,785.08
	A3051414	A	-30-5-1410-4-54490 -	GENERAL ADVERTI	233.28 8,554.08
	A3051414	A	-30-5-1410-4-54573 -	RISK-SAFETY PRO	10,001.38 28,402.24
	A3051414	A	-30-5-1410-4-54720 -	SERVICE CONTRAC	325.00 14.17
	A3051414	A	-30-5-1410-4-54740 -	SERVICE CONTRAC	490.00 4,239.96
	A3113624	A	-31-1-3620-4-54670 -	PHONES	172.32 2,405.36
	A3143014	A	-31-4-3010-4-54802 -	COMPLUS PARK TI	2,508.70 11,896.00
	A3143124	A	-31-4-3120-4-54140 -	JANITORIAL SUPP	131.27 4,001.44
	A3143124	A	-31-4-3120-4-54160 -	UNIFORMS	32.00 75,106.37
	A3143124	A	-31-4-3120-4-54180 -	OTHER SUPPLIES	529.63 11,249.18
	A3143124	A	-31-4-3120-4-54510 -	REPAIRS & MAINT	3,720.42 50,605.17
	A3143124	A	-31-4-3120-4-54520 -	GAS & OIL	3,404.66 72,544.47

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 38
apinvent

CLERK: u101 BATCH: 3338

ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
	A3143124	A -31-4-3120-4-54720 -	SERVICE CONTRAC	11,650.80	43,970.54
	A3143124	A -31-4-3120-4-54740 -	SERVICE CONTRAC	47.27	87,382.51
	A3143124	A -31-4-3120-4-54970 -	K-9 CARE	258.43	14,545.65
	A3143124	A -31-4-3120-4-54971 -	TUITION REIMBUR	1,832.25	13,167.75
	A3143124	A -31-4-3120-4-54979 -	HORSE CARE	600.00	15,232.68
	A3143314	A -31-4-3310-4-54332 -	MATERIALS & REP	117.71	43,435.86
	A3143314	A -31-4-3310-4-54390 -	MAINTENANCE SUP	32.30	4,692.51
	A3143314	A -31-4-3310-4-54961 -	SIGNS & POSTS	4,130.00	25,425.97
	A3143412	A -31-4-3410-2-52610 -	FIREFIGHTERS EQ	2,501.10	73,677.78
	A3143414	A -31-4-3410-4-54110 -	OFFICE SUPPLIES	21.32	1,978.68
	A3143414	A -31-4-3410-4-54150 -	EMS SUPPLIES	2,343.34	27,891.25
	A3143414	A -31-4-3410-4-54160 -	UNIFORMS	506.55	5,493.45
	A3143414	A -31-4-3410-4-54330 -	REPAIRS & MAINT	168.92	13,727.28
	A3143414	A -31-4-3410-4-54510 -	REPAIRS & MAINT	744.89	59,278.72
	A3143414	A -31-4-3410-4-54520 -	GAS & OIL	771.63	27,909.52
	A3143414	A -31-4-3410-4-54610 -	REPAIRS & MAINT	5,302.00	7,974.88
	A3143414	A -31-4-3410-4-54720 -	SERVICE CONTRAC	3,500.10	54,818.14
	A3143414	A -31-4-3410-4-54740 -	SERVICE CONTRAC	380.81	11,144.19
	A3143634	A -31-4-3625-4-54747 -	AMBULANCE BILLI	6,579.67	63,772.01
	A3335014	A -33-3-5010-4-54100 -	RUBBLE BLACKTOP	562.35	62,695.45
	A3335014	A -33-3-5010-4-54180 -	OTHER SUPPLIES	10,929.33	48,682.53
	A3335014	A -33-3-5010-4-54510 -	REPAIRS & MAINT	3,356.71	137,211.31
	A3335014	A -33-3-5010-4-54520 -	GAS & OIL	4,689.92	78,714.59
	A3335124	A -33-3-5111-4-54180 -	OTHER SUPPLIES	698.36	2,001.98
	A3335124	A -33-3-5111-4-54400 -	SALT & SAND	38,408.67	.00
	A3335124	A -33-3-5111-4-54520 -	GAS & OIL	3,169.14	24,834.86
	A3335184	A -33-3-5182-4-54750 -	STREET LIGHTING	40,193.10	393,247.99
	A3335654	A -33-3-5650-4-54610 -	REPAIRS & MAINT	1,945.80	3,482.77
	A3335654	A -33-3-5650-4-54738 -	PARKING GARAGE	7,526.25	26,250.00
	A3416314	A -34-1-6310-4-54610 -	REPAIRS & MAINT	102.71	1,881.71
	A3416314	A -34-1-6310-4-54650 -	UTILITIES	316.21	3,365.76
	A3537112	A -35-3-7110-2-52300 -	MISCELLANEOUS E	1,333.72	3,666.28
	A3537114	A -35-3-7110-4-54140 -	JANITORIAL SUPP	280.19	5,178.51
	A3537114	A -35-3-7110-4-54180 -	OTHER SUPPLIES	325.21	13,941.41
	A3537114	A -35-3-7110-4-54650 -	UTILITIES	3,732.91	37,515.91
	A3537114	A -35-3-7110-4-54670 -	PHONES	34.43	898.64
	A3537114	A -35-3-7110-4-54720 -	SERVICE CONTRAC	105.50	5,419.50
	A3537214	A -35-3-7200-4-54610 -	REPAIRS & MAINT	38.50	338.00
	A3537214	A -35-3-7200-4-54670 -	PHONES	34.75	330.46
	A3567144	A -35-6-7140-4-54180 -3000	OTHER SUPPLIES	767.03	15,408.15
	A3567144	A -35-6-7140-4-54520 -3000	GAS & OIL	118.66	6,079.25
	A3567144	A -35-6-7140-4-54650 -3000	UTILITIES	281.95	13,404.18
	A3567144	A -35-6-7140-4-54740 -	SERVICE CONTRAC	107.26	3,050.31
	A3567154	A -35-6-7150-4-54600 -	ADVERTISING	160.00	2,100.00
	A3567174	A -35-6-7171-4-54610 -3000	REPAIRS & MAINT	2,272.15	10,042.06
	A3567174	A -35-6-7171-4-54650 -3000	UTILITIES	986.58	12,716.66
	A3567174	A -35-6-7171-4-54720 -3000	SERVICE CONTRAC	137.00	10,962.82
	A3567194	A -35-6-7181-4-54170 -	SPORTS SUPPLIES	10.00	1,996.00
	A3567194	A -35-6-7181-4-54180 -3000	OTHER SUPPLIES	545.03	5,454.97
	A3567194	A -35-6-7181-4-54650 -3000	UTILITIES	4,691.75	36,179.84
	A3567194	A -35-6-7181-4-54670 -3000	PHONES	178.25	1,444.00

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 39
apinvent

CLERK: u101 BATCH: 3338

ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET	
	A3567194	A	-35-6-7181-4-54720 -	SERVICE CONTRAC	190.00	4,710.00
	A3567194	A	-35-6-7181-4-54720 -3000	SERVICE CONTRAC	34.00	8,249.20
	A3638184	A	-36-3-8180-4-54521 -	TIPPING FEES	749.45	750.00
	A3638184	A	-36-3-8180-4-54670 -	PHONES	67.90	1,033.40
	A3638184	A	-36-3-8180-4-54700 -	TRANSPORTATION	315.00	425.00
	A3638184	A	-36-3-8180-4-54720 -	SERVICE CONTRAC	1,444.00	3,616.09
	A3638194	A	-36-3-8185-4-54180 -	OTHER SUPPLIES	494.00	1,006.00
	A3638194	A	-36-3-8185-4-54520 -	GAS & OIL	628.65	10,674.94
	A3638564	A	-36-3-8560-4-54180 -	OTHER SUPPLIES	184.92	4,718.42
	A3638564	A	-36-3-8560-4-54520 -	GAS & OIL	205.81	6,461.87
	E3475654	E	-34-7-5650-4-54672 -	CREDIT CARD FEE	100.00	2,800.00
	E3475654	E	-34-7-5650-4-54720 -	SERVICE CONTRAC	2,781.25	36,620.00
	E3577164	E	-35-7-7160-4-54120 -	POSTAGE	5.79	117.86
	E3577164	E	-35-7-7160-4-54611 -	BUILDING INSURA	15,960.87	12,486.13
	E3577164	E	-35-7-7160-4-54650 -	UTILITIES	2,729.13	135,666.74
	E3577164	E	-35-7-7160-4-54670 -	PHONES	224.95	5,496.53
	E3577164	E	-35-7-7160-4-54720 -	SERVICE CONTRAC	1,173.10	34,090.20
	E3577164	E	-35-7-7160-4-54792 -	MISCELLANEOUS	28.00	4,870.86
	E3577184	E	-35-7-7182-4-54723 -	SERV CONT CONST	522.50	.00
	F093	F	-09-3-0000-0-42682 -	EMPLOYEE HOSPIT	221.14	REV .00
	F3638314	F	-36-3-8310-4-54720 -	SERVICE CONTRAC	130.00	9,870.00
	F3638324	F	-36-3-8320-4-54650 -	UTILITIES	21.10	33,691.70
	F3638334	F	-36-3-8330-4-54140 -	JANITORIAL SUPP	63.95	1,436.05
	F3638334	F	-36-3-8330-4-54141 -	CHEMICALS	853.00	80,331.25
	F3638334	F	-36-3-8330-4-54180 -	OTHER SUPPLIES	778.22	7,171.04
	F3638334	F	-36-3-8330-4-54250 -	CONFERENCE REGI	710.00	690.00
	F3638334	F	-36-3-8330-4-54330 -	REPAIRS & MAINT	745.00	49,255.00
	F3638334	F	-36-3-8330-4-54650 -	UTILITIES	14,762.80	317,077.80
	F3638334	F	-36-3-8330-4-54670 -	PHONES	366.10	3,077.96
	F3638334	F	-36-3-8330-4-54708 -	LAB TESTING	1,531.00	.00
	F3638354	F	-36-3-8341-4-54180 -	OTHER SUPPLIES	218.19	50,071.61
	F3638354	F	-36-3-8341-4-54520 -	GAS & OIL	154.13	14,308.62
	G093	G	-09-3-0000-0-42682 -	EMPLOYEE HOSPIT	221.14	REV .00
	G3638114	G	-36-3-8110-4-54180 -	OTHER SUPPLIES	708.49	8,791.51
	G3638114	G	-36-3-8110-4-54520 -	GAS & OIL	123.05	3,447.38
	G3638124	G	-36-3-8120-4-54331 -	REPAIRS & MAINT	1,065.00	4,285.00
	G3638124	G	-36-3-8120-4-54520 -	GAS & OIL	161.71	5,275.30
	G3638124	G	-36-3-8120-4-54650 -	UTILITIES	5,559.32	25,993.11
	G3638134	G	-36-3-8130-4-54731 -	CURRENT CHARGES	922,690.25	2,843,240.75
	H3517142	H	-35-1-7140-2-52000 -1200	GEYSER ROAD TRA	577,041.12	.00
	H3517142	H	-35-1-7140-2-52000 -1252	CAPITAL PROJECT	23,400.00	.00
	Y3618664	Y	-36-1-8668-4-54493 -490	REBUILDING TOGE	35,065.00	-35,065.00
	Y3618664	Y	-36-1-8668-4-54928 -484	COVID-19 SMALL	70,000.00	-206,503.00

REPORT TOTALS

5,205,886.44

YEAR	PER	JNL	SRC ACCOUNT				ACCOUNT DESC	T OB	DEBIT	CREDIT
	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2021	3	144								
API A3335014-54510	03/16/2021 W	21MAR2	004904		182963	REPAIRS & MAINTENANCE VEHICLE 2879020001			1,396.15	
API E3475654-54720	03/16/2021 W	21MAR2	008027	210040	182846	SERVICE CONTRACTS - PROF SERV 02/27/2021			2,781.25	
POL E3475654-54720	03/16/2021 LIQ/INV		008027	210040	182846	SERVICE CONTRACTS - PROF SERV 02/27/2021	4			2,781.25
API A3567194-54720-3000	03/16/2021 W	21MAR2	007969	210031	182847	SERVICE CONTRACTS - PROF SERV 119331			34.00	
POL A3567194-54720-3000	03/16/2021 LIQ/INV		007969	210031	182847	SERVICE CONTRACTS - PROF SERV 119331	4			34.00
API A3567174-54720-3000	03/16/2021 W	21MAR2	007969	210031	182849	SERVICE CONTRACTS - PROF SERV 119331			60.00	
POL A3567174-54720-3000	03/16/2021 LIQ/INV		007969	210031	182849	SERVICE CONTRACTS - PROF SERV 119331	4			60.00
API A3143124-54720	03/16/2021 W	21MAR2	007969	210052	182850	SERVICE CONTRACTS - PROF SERV 119318			80.00	
API A3143414-54720	03/16/2021 W	21MAR2	007969	210052	182850	SERVICE CONTRACTS - PROF SERV 119318			126.00	
POL A3143124-54720	03/16/2021 LIQ/INV		007969	210052	182850	SERVICE CONTRACTS - PROF SERV 119318	4			80.00
POL A3143414-54720	03/16/2021 LIQ/INV		007969	210052	182850	SERVICE CONTRACTS - PROF SERV 119318	4			126.00
API E3577164-54720	03/16/2021 W	21MAR2	004140		182851	SERVICE CONTRACTS - PROF SERV 1418			60.00	
API A3051414-54573	03/16/2021 W	21MAR2	007534	200753	182852	RISK-SAFETY PROGRAMMING CITY SAR			9,193.39	
POL A3051414-54573	03/16/2021 LIQ/INV		007534	200753	182852	RISK-SAFETY PROGRAMMING CITY SAR	4			9,193.39
API A3051414-54573	03/16/2021 W	21MAR2	007534	200565	182853	RISK-SAFETY PROGRAMMING CITY SAR			807.99	
POL A3051414-54573	03/16/2021 LIQ/INV		007534	200565	182853	RISK-SAFETY PROGRAMMING CITY SAR	4			807.99
API A3335014-54510	03/16/2021 W	21MAR2	002785		182854	REPAIRS & MAINTENANCE VEHICLE S1100			1,000.00	
API A3031654-54180	03/16/2021 W	21MAR2	005400		182855	OTHER SUPPLIES 4218081			115.90	
API A3031654-54180	03/16/2021 W	21MAR2	005400		182856	OTHER SUPPLIES 42108081			264.22	
API A3031624-54180	03/16/2021 W	21MAR2	000031		182857	OTHER SUPPLIES 271			3.48	
API G3638114-54180	03/16/2021 W	21MAR2	000031		182858	OTHER SUPPLIES 271			8.49	
API A3143124-54180	03/16/2021 W	21MAR2	000031		182859	OTHER SUPPLIES 2288			12.59	
API F3638334-54180	03/16/2021 W	21MAR2	000031		182860	OTHER SUPPLIES 271			16.07	
API A3537114-54180						OTHER SUPPLIES			23.72	

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 41
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		03/16/2021	W 21MAR2	000031		182861	271			
API	A3031654-54180						OTHER SUPPLIES		24.15	
		03/16/2021	W 21MAR2	000031		182862	271			
API	A3537114-54180						OTHER SUPPLIES		30.75	
		03/16/2021	W 21MAR2	000031		182863	271			
API	A3537114-54180						OTHER SUPPLIES		39.98	
		03/16/2021	W 21MAR2	000031		182864	271			
API	A3335014-54180						OTHER SUPPLIES		44.99	
		03/16/2021	W 21MAR2	000031		182865	271			
API	A3031624-54180						OTHER SUPPLIES		78.26	
		03/16/2021	W 21MAR2	000031		182866	271			
API	A3335014-54180						OTHER SUPPLIES		80.98	
		03/16/2021	W 21MAR2	000031		182867	271			
API	A3537114-54140						JANITORIAL SUPPLIES		107.85	
		03/16/2021	W 21MAR2	000031		182868	271			
API	A3537114-54180						OTHER SUPPLIES		117.90	
		03/16/2021	W 21MAR2	000031		182869	271			
API	A3567194-54180-3000						OTHER SUPPLIES		141.79	
		03/16/2021	W 21MAR2	000031		182870	271			
API	A3143414-54330						REPAIRS & MAINTENANCE EQUIPMEN		168.92	
		03/16/2021	W 21MAR2	000033		182871	FIRE			
API	A3031494-54110						OFFICE SUPPLIES		33.95	
		03/16/2021	W 21MAR2	007550		182872	A272JK82AK683L			
API	A3031624-54140						JANITORIAL SUPPLIES		287.47	
		03/16/2021	W 21MAR2	007550		182873	A272JK82AK683L			
API	F3638334-54250						CONFERENCE REGISTRATION		360.00	
		03/16/2021	W 21MAR2	000035		182874	HAMAS JR.			
API	E3577164-54611						BUILDING INSURANCE		15,960.87	
		03/16/2021	W 21MAR2	006950		182875	100269			
API	H3517142-52000-1252						CAPITAL PROJECT OUTLAY		10,900.00	
		03/16/2021	W 21MAR2	008780		182876	ROW EASEMENT			
API	A3335014-54180						OTHER SUPPLIES		84.38	
		03/16/2021	W 21MAR2	003152		182877	SARAT031			
API	A3335014-54180						OTHER SUPPLIES		459.38	
		03/16/2021	W 21MAR2	003152		182878	SARAT031			
API	A3335014-54180						OTHER SUPPLIES		528.40	
		03/16/2021	W 21MAR2	003152		182879	SARAT031			
API	A3021314-54720						SERVICE CONTRACTS - PROF SERV		1,000.00	
		03/16/2021	W 21MAR2	008435	210001	182880	MAR 2021			
POL	A3021314-54720						SERVICE CONTRACTS - PROF SERV 4			1,000.00
		03/16/2021	LIQ/INV	008435	210001	182880	MAR 2021 2021			
API	A3567174-54610-3000						REPAIRS & MAINTENANCE BUILDING		1,624.63	
		03/16/2021	W 21MAR2	007426		182881	CITSAR			
API	A3143414-54610						REPAIRS & MAINTENANCE BUILDING		5,302.00	
		03/16/2021	W 21MAR2	007426	210064	182883	14815			
API	A3143414-54720						SERVICE CONTRACTS - PROF SERV		3,195.10	
		03/16/2021	W 21MAR2	007426		182883	14815			
POL	A3143414-54610						REPAIRS & MAINTENANCE BUILDING 4			5,302.00
		03/16/2021	LIQ/INV	007426	210064	182883	14815 2021			

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 42
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3567174-54610-3000	03/16/2021 W	21MAR2	007426		182884	REPAIRS & MAINTENANCE BUILDING CITSAR		647.52	
API	A3143124-54971	03/16/2021 W	21MAR2	001292		182885	TUITION REIMBURSEMENT TUITION REIMB		1,020.00	
API	A3031624-54180	03/16/2021 W	21MAR2	000139		182886	OTHER SUPPLIES 3691		19.90	
API	A3031594-54610	03/16/2021 W	21MAR2	000139		182887	REPAIRS & MAINTENANCE BUILDING 3691		20.80	
API	A3638184-54521	03/16/2021 W	21MAR2	000417	210024	182888	TIPPING FEES 28-34321 0		248.30	
API	A3638184-54700	03/16/2021 W	21MAR2	000417	210024	182888	TRANSPORTATION 28-34321 0		105.00	
POL	A3638184-54521	03/16/2021 LIQ/INV	000417	210024	182888		TIPPING FEES 28-34321 0	4 2021		248.30
POL	A3638184-54700	03/16/2021 LIQ/INV	000417	210024	182888		TRANSPORTATION 28-34321 0	4 2021		105.00
API	A3638184-54521	03/16/2021 W	21MAR2	000417	210024	182889	TIPPING FEES 28-34321 0		501.15	
API	A3638184-54700	03/16/2021 W	21MAR2	000417	210024	182889	TRANSPORTATION 28-34321 0		210.00	
POL	A3638184-54521	03/16/2021 LIQ/INV	000417	210024	182889		TIPPING FEES 28-34321 0	4 2021		501.15
POL	A3638184-54700	03/16/2021 LIQ/INV	000417	210024	182889		TRANSPORTATION 28-34321 0	4 2021		210.00
API	A3021692-52230	03/16/2021 W	21MAR2	002948		182890	HARDWARE 6731216		1,095.69	
API	A3021692-52230	03/16/2021 W	21MAR2	002948		182891	HARDWARE 6731216		505.86	
API	A3021314-54110	03/16/2021 W	21MAR2	002948		182892	OFFICE SUPPLIES 6731216		384.12	
API	A3021692-52230	03/16/2021 W	21MAR2	002948		182892	HARDWARE 6731216		136.68	
API	A3335654-54738	03/16/2021 W	21MAR2	008300	200625	182893	PARKING GARAGE MAINTENANCE 58389.000-5838901		7,526.25	
POL	A3335654-54738	03/16/2021 LIQ/INV	008300	200625	182893		PARKING GARAGE MAINTENANCE 58389.000-5838901	4 2020		7,526.25
API	E3577164-54120	03/16/2021 W	21MAR2	000128		182894	POSTAGE POSTAGE		5.79	
API	A3021694-54720	03/16/2021 W	21MAR2	007067		182895	SERVICE CONTRACTS - PROF SERV 04/29/2021		8,815.00	
API	F3638334-54708	03/16/2021 W	21MAR2	000149	210004	182896	LAB TESTING TESTING		1,531.00	
POL	F3638334-54708	03/16/2021 LIQ/INV	000149	210004	182896		LAB TESTING TESTING	4 2021		1,531.00
API	F093-42682	03/16/2021 W	21MAR2	008794		182897	EMPLOYEE HOSPITALIZATION CONT HEALTH INS. REIMB		221.14	
API	G093-42682	03/16/2021 W	21MAR2	008794		182897	EMPLOYEE HOSPITALIZATION CONT HEALTH INS. REIMB		221.14	
API	A3011214-54110						OFFICE SUPPLIES		14.52	

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 43
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3051414-54490	03/16/2021 W	21MAR2	008785		182898	ALLERDICE REIMB			
API	A3143124-54720	03/16/2021 W	21MAR2	005853		182899	GENERAL ADVERTISING		100.00	
API	E3577164-54650	03/16/2021 W	21MAR2	005853		182900	CITYSARATO			
API	A3143414-54720	03/16/2021 W	21MAR2	007199		182901	SERVICE CONTRACTS - PROF SERV		50.00	
API	A3021694-54740	03/16/2021 W	21MAR2	001155		182902	SARAPOLICE			
API	E3577164-54792	03/16/2021 W	21MAR2	003203		182903	UTILITIES		2,729.13	
API	A3638564-54180	03/16/2021 W	21MAR2	004623		182904	201783308-1			
API	A3335014-54180	03/16/2021 W	21MAR2	002858		182906	SERVICE CONTRACTS - PROF SERV		179.00	
API	A3143314-54332	03/16/2021 W	21MAR2	002858		182910	6910-18297756-001			
API	A3031654-54650	03/16/2021 W	21MAR2	006575		182911	SERVICE CONTRACTS - EQUIPMENT		4,456.52	
API	A3537114-54650	03/16/2021 W	21MAR2	006575		182911	B11184			
API	A3031624-54650	03/16/2021 W	21MAR2	006575		182911	MISCELLANEOUS		28.00	
API	F3638334-54650	03/16/2021 W	21MAR2	006575		182911	776672317818429			
API	F3638334-54650	03/16/2021 W	21MAR2	006575		182911	OTHER SUPPLIES		45.20	
API	A3031634-54650	03/16/2021 W	21MAR2	006575		182911	0031929			
API	A3567144-54650-3000	03/16/2021 W	21MAR2	006575		182911	OTHER SUPPLIES		194.63	
API	G3638124-54650	03/16/2021 W	21MAR2	006575		182911	02/28/2021			
API	A3567194-54650-3000	03/16/2021 W	21MAR2	006575		182911	MATERIALS & REPAIRS TRAFFIC LT		117.71	
API	A3567174-54650-3000	03/16/2021 W	21MAR2	006575		182911	21020061			
API	G3638124-54650	03/16/2021 W	21MAR2	006575		182911	UTILITIES		1,676.60	
API	A3567194-54650-3000	03/16/2021 W	21MAR2	006575		182911	DPW		2,584.11	
API	A3567174-54650-3000	03/16/2021 W	21MAR2	006575		182911	UTILITIES		2,262.17	
API	G3638124-54650	03/16/2021 W	21MAR2	006575		182911	DPW		274.34	
API	A3143314-54961	03/16/2021 W	21MAR2	004782	200646	182912	UTILITIES		740.62	
POL	A3143314-54961	03/16/2021 LIQ/INV	21MAR2	004782	200646	182912	DPW		301.28	
API	A3567144-54740	03/16/2021 W	21MAR2	000172		182913	VC UTILITIES			
API	A3567194-54720	03/16/2021 W	21MAR2	000172		182914	DPW		86.36	
							UTILITIES		4.44	
							DPW		3,394.90	
							UTILITIES		618.45	
							DPW		.73	
							SIGNS & POSTS		4,130.00	
							SARASPRI			
							SIGNS & POSTS	4		4,130.00
							SARASPRI	2020		
							SERVICE CONTRACTS - EQUIPMENT		40.50	
							SSCI15			
							SERVICE CONTRACTS - PROF SERV		190.00	
							SSCI15			

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 44
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A044-41640						AMBULANCE TRANSPORT CHARGES		1,013.00	
	03/16/2021 W	21MAR2		008792		182915	JASON FITZPATRICK			
API	A3051414-54720						SERVICE CONTRACTS - PROF SERV		325.00	
	03/16/2021 W	21MAR2		008664	210070	182916	387479			
POL	A3051414-54720						SERVICE CONTRACTS - PROF SERV	4		325.00
	03/16/2021 LIQ/INV			008664	210070	182916	387479	2021		
API	A3051354-54720						SERVICE CONTRACTS - PROF SERV		68.00	
	03/16/2021 W	21MAR2		004899	210017	182917	10258-0024			
POL	A3051354-54720						SERVICE CONTRACTS - PROF SERV	4		68.00
	03/16/2021 LIQ/INV			004899	210017	182917	10258-0024	2021		
API	A3416314-54610						REPAIRS & MAINTENANCE BUILDING		102.71	
	03/16/2021 W	21MAR2		003084		182918	57289			
API	A3335014-54180						OTHER SUPPLIES		180.69	
	03/16/2021 W	21MAR2		003084		182919	57289			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		88.84	
	03/16/2021 W	21MAR2		008691		182920	19164			
API	A3143124-54160						UNIFORMS		32.00	
	03/16/2021 W	21MAR2		000198	210041	182921	1001581816			
POL	A3143124-54160						UNIFORMS	4		32.00
	03/16/2021 LIQ/INV			000198	210041	182921	1001581816	2021		
API	A3143124-54520						GAS & OIL		3,404.66	
	03/16/2021 W	21MAR2		006207		182922	2489244			
API	A3335124-54520						GAS & OIL		639.36	
	03/16/2021 W	21MAR2		006207		182922	2489244			
API	A3335014-54520						GAS & OIL		2,315.00	
	03/16/2021 W	21MAR2		006207		182922	2489244			
API	A3335014-54180						OTHER SUPPLIES		1,806.30	
	03/16/2021 W	21MAR2		000189		182923	800013294			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		57.26	
	03/16/2021 W	21MAR2		000189		182924	845177179			
API	F3638354-54180						OTHER SUPPLIES		68.53	
	03/16/2021 W	21MAR2		000189		182925	800013294			
API	A3031594-54610						REPAIRS & MAINTENANCE BUILDING		98.62	
	03/16/2021 W	21MAR2		000189		182926	800013294			
API	F3638354-54180						OTHER SUPPLIES		149.66	
	03/16/2021 W	21MAR2		000189		182927	800013294			
API	Y3618664-54928-484						COVID-19 SMALL BUSINESS GRANT	Y	10,000.00	
	03/16/2021 W	21MAR2		008782		182928	GRANT			
API	A3143414-54150						EMS SUPPLIES		1,858.64	
	03/16/2021 W	21MAR2		006100		182931	90220239,90389698			
API	A3031494-54720						SERVICE CONTRACTS - PROF SERV		871.42	
	03/16/2021 W	21MAR2		006154		182932	167151			
API	Y3618664-54928-484						COVID-19 SMALL BUSINESS GRANT	Y	10,000.00	
	03/16/2021 W	21MAR2		008781		182933	GRANT			
API	A3031654-54110						OFFICE SUPPLIES		307.52	
	03/16/2021 W	21MAR2		000211		182934	7694			
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		74.31	
	03/16/2021 W	21MAR2		007831		182935	11534			
API	A3335014-54180						OTHER SUPPLIES		187.44	

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 45
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
	API	03/16/2021	W 21MAR2	007831		182936	11534			
	API	A3143314-54390					MAINTENANCE SUPPLIES		32.30	
	API	03/16/2021	W 21MAR2	002439		182937	886609			
	API	A3567144-54180-3000					OTHER SUPPLIES		33.72	
	API	03/16/2021	W 21MAR2	002439		182938	6035322504016258			
	API	A3567144-54180-3000					OTHER SUPPLIES		111.61	
	API	03/16/2021	W 21MAR2	002439		182939	6035322504016258			
	API	A3143124-54140					JANITORIAL SUPPLIES		131.27	
	API	03/16/2021	W 21MAR2	002439		182940	712642			
	API	A3031654-54180					OTHER SUPPLIES		245.95	
	API	03/16/2021	W 21MAR2	006004		182942	1188			
	API	A3143414-54150					EMS SUPPLIES		300.00	
	API	03/16/2021	W 21MAR2	001257		182943	SSFD			
	API	F3638334-54180					OTHER SUPPLIES		340.00	
	API	03/16/2021	W 21MAR2	000878		182944	02/17/2021			
	API	F3638334-54180					OTHER SUPPLIES		351.08	
	API	03/16/2021	W 21MAR2	000878		182945	02/10/2021			
	API	A3143124-54971					TUITION REIMBURSEMENT		812.25	
	API	03/16/2021	W 21MAR2	001980		182946	TUITION REIMB			
	API	A3031654-54180					OTHER SUPPLIES		214.68	
	API	03/16/2021	W 21MAR2	005966		182947	SARAT001			
	API	F3638334-54330					REPAIRS & MAINTENANCE EQUIPMEN		745.00	
	API	03/16/2021	W 21MAR2	005276		182948	01/14/2021			
	API	A3335014-54180					OTHER SUPPLIES		3,060.00	
	API	03/16/2021	W 21MAR2	006369		182949	20-SARSPR			
	API	A3143124-54720					SERVICE CONTRACTS - PROF SERV		11,200.00	
	API	03/16/2021	W 21MAR2	007240		182950	2021 MANUAL TRAINING			
	API	A3011424-54440					BOOKS PUBLICATIONS & SUBSCRITI		89.61	
	API	03/16/2021	W 21MAR2	006200		182951	42532P5K7			
	API	Y3618664-54928-484					COVID-19 SMALL BUSINESS GRANT	Y	10,000.00	
	API	03/16/2021	W 21MAR2	008783		182952	GRANT			
	API	A3031594-54610					REPAIRS & MAINTENANCE BUILDING		28.50	
	API	03/16/2021	W 21MAR2	000270	210066	182954	0019121			
	API	A3031624-54720					SERVICE CONTRACTS - PROF SERV		97.00	
	API	03/16/2021	W 21MAR2	000270	210066	182954	0019121			
	API	A3031634-54610					VC REPAIRS & MAINTENANCE BUILD		38.50	
	API	03/16/2021	W 21MAR2	000270	210066	182954	0019121			
	API	A3537114-54720					SERVICE CONTRACTS - PROF SERV		105.50	
	API	03/16/2021	W 21MAR2	000270	210066	182954	0019121			
	API	A3537214-54610					REPAIRS & MAINTENANCE BUILDING		38.50	
	API	03/16/2021	W 21MAR2	000270	210066	182954	0019121			
	API	A3567174-54720-3000					SERVICE CONTRACTS - PROF SERV		77.00	
	API	03/16/2021	W 21MAR2	000270	210066	182954	0019121			
	API	G3638124-54331					REPAIRS & MAINTENANCE PUMPS		1,065.00	
	API	03/16/2021	W 21MAR2	000270	210066	182954	0019121			
	POL	A3031594-54610					REPAIRS & MAINTENANCE BUILDING 4			28.50
	POL	03/16/2021 LIQ/INV		000270	210066	182954	0019121 2021			
	POL	A3031624-54720					SERVICE CONTRACTS - PROF SERV 4			97.00
	POL	03/16/2021 LIQ/INV		000270	210066	182954	0019121 2021			

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 46
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
POL	A3031634-54610	03/16/2021	LIQ/INV	000270	210066	182954	VC REPAIRS & MAINTENANCE BUILD 4 0019121 2021			38.50
POL	A3537114-54720	03/16/2021	LIQ/INV	000270	210066	182954	SERVICE CONTRACTS - PROF SERV 4 0019121 2021			105.50
POL	A3537214-54610	03/16/2021	LIQ/INV	000270	210066	182954	REPAIRS & MAINTENANCE BUILDING 4 0019121 2021			38.50
POL	A3567174-54720-3000	03/16/2021	LIQ/INV	000270	210066	182954	SERVICE CONTRACTS - PROF SERV 4 0019121 2021			77.00
POL	G3638124-54331	03/16/2021	LIQ/INV	000270	210066	182954	REPAIRS & MAINTENANCE PUMPS 4 0019121 2021			1,065.00
API	A3567144-54180-3000	03/16/2021	W 21MAR2	000290		182955	OTHER SUPPLIES COS101		46.00	
API	A3143412-52610	03/16/2021	W 21MAR2	004407	200745	182956	FIREFIGHTERS EQUIPMENT BAILOUT DEVICES		2,501.10	
POL	A3143412-52610	03/16/2021	LIQ/INV	004407	200745	182956	FIREFIGHTERS EQUIPMENT 4 BAILOUT DEVICES 2020			2,501.10
API	A3143414-54160	03/16/2021	W 21MAR2	004407	210046	182957	UNIFORMS COLLAR BRASS		506.55	
POL	A3143414-54160	03/16/2021	LIQ/INV	004407	210046	182957	UNIFORMS 4 COLLAR BRASS 2021			506.55
API	A3143414-54740	03/16/2021	W 21MAR2	004407		182958	SERVICE CONTRACTS - EQUIPMENT IN1551738		380.81	
API	A3143414-54150	03/16/2021	W 21MAR2	004407		182958	EMS SUPPLIES IN1551738		184.70	
API	F3638334-54250	03/16/2021	W 21MAR2	007929		182959	CONFERENCE REGISTRATION NY RURAL WATER REIMB		225.00	
API	A3143124-54720	03/16/2021	W 21MAR2	006615		182960	SERVICE CONTRACTS - PROF SERV 3/1/2021		135.00	
API	A3335124-54400	03/16/2021	W 21MAR2	006960	210043	182962	SALT & SAND 3682618		38,408.67	
POL	A3335124-54400	03/16/2021	LIQ/INV	006960	210043	182962	SALT & SAND 4 3682618 2021			38,408.67
API	A3143634-54747	03/16/2021	W 21MAR2	006306		182964	AMBULANCE BILLING CONTRACTED S SSFD		6,579.67	
API	A3335014-54180	03/16/2021	W 21MAR2	005237		182966	OTHER SUPPLIES 4305		5.22	
API	A3567144-54180-3000	03/16/2021	W 21MAR2	005237		182967	OTHER SUPPLIES 4305		8.42	
API	F3638334-54180	03/16/2021	W 21MAR2	005237		182968	OTHER SUPPLIES 4305		10.97	
API	A3335014-54180	03/16/2021	W 21MAR2	005237		182969	OTHER SUPPLIES 4305		33.78	
API	A3335014-54180	03/16/2021	W 21MAR2	005237		182970	OTHER SUPPLIES 4305		36.98	
API	F3638334-54180	03/16/2021	W 21MAR2	005237		182971	OTHER SUPPLIES 4305		39.92	
API	A3335124-54180	03/16/2021	W 21MAR2	005237		182972	OTHER SUPPLIES 4305		470.00	
API	A3335014-54180						OTHER SUPPLIES		54.75	

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 47
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		03/16/2021	W 21MAR2	005237		182973	4305			
API	A3567194-54180-3000						OTHER SUPPLIES		77.32	
		03/16/2021	W 21MAR2	005237		182974	4305			
API	A3335014-54180						OTHER SUPPLIES		79.92	
		03/16/2021	W 21MAR2	005237		182975	4305			
API	A3567144-54180-3000						OTHER SUPPLIES		81.20	
		03/16/2021	W 21MAR2	005237		182976	4305			
API	A3567194-54180-3000						OTHER SUPPLIES		97.79	
		03/16/2021	W 21MAR2	005237		182977	4305			
API	A3567194-54180-3000						OTHER SUPPLIES		129.78	
		03/16/2021	W 21MAR2	005237		182978	4305			
API	A3335014-54180						OTHER SUPPLIES		134.60	
		03/16/2021	W 21MAR2	005237		182979	4305			
API	A3567144-54180-3000						OTHER SUPPLIES		139.53	
		03/16/2021	W 21MAR2	005237		182980	4305			
API	A3638564-54180						OTHER SUPPLIES		139.72	
		03/16/2021	W 21MAR2	005237		182981	4305			
API	A3335014-54180						OTHER SUPPLIES		139.92	
		03/16/2021	W 21MAR2	005237		182982	4305			
API	A3335014-54180						OTHER SUPPLIES		159.98	
		03/16/2021	W 21MAR2	005237		182983	4305			
API	A3335014-54180						OTHER SUPPLIES		182.33	
		03/16/2021	W 21MAR2	005237		182984	4305			
API	A3335014-54180						OTHER SUPPLIES		183.26	
		03/16/2021	W 21MAR2	005237		182985	4305			
API	A3335124-54180						OTHER SUPPLIES		228.36	
		03/16/2021	W 21MAR2	005237		182986	4305			
API	A3335014-54180						OTHER SUPPLIES		242.83	
		03/16/2021	W 21MAR2	005237		182987	4305			
API	A3567144-54180-3000						OTHER SUPPLIES		346.55	
		03/16/2021	W 21MAR2	005237		182988	4305			
API	A3335014-54180						OTHER SUPPLIES		348.41	
		03/16/2021	W 21MAR2	005237		182989	4305			
API	A3335014-54180						OTHER SUPPLIES			25.95
		03/16/2021	CRED MEMO	005237		182990	4305			
API	A3335014-54180						OTHER SUPPLIES			54.10
		03/16/2021	CRED MEMO	005237		182991	4305			
API	A3021314-54740						SERVICE CONTRACTS - EQUIPMENT		149.04	
		03/16/2021	W 21MAR2	007582		182992	25504361			
API	E3577164-54720						SERVICE CONTRACTS - PROF SERV		90.60	
		03/16/2021	W 21MAR2	006512		182993	SS14			
API	A3143124-54180						OTHER SUPPLIES		239.98	
		03/16/2021	W 21MAR2	000320		182994	204012			
API	A3031654-54180						OTHER SUPPLIES		2,075.00	
		03/16/2021	W 21MAR2	000313		182995	02/22/2021			
API	A3021314-54250						CONFERENCE REGISTRATION		150.00	
		03/16/2021	W 21MAR2	000305		182996	02/11/2021			
API	A3638194-54180						OTHER SUPPLIES		494.00	
		03/16/2021	W 21MAR2	001903		182997	28842			

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 48
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	G3638114-54180	03/16/2021 W	21MAR2	001903		182998	OTHER SUPPLIES 8489		700.00	
API	A3537114-54650	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		1,148.80	
API	A3031624-54650	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		1,099.71	
API	A3567194-54650-3000	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		1,296.85	
API	G3638124-54650	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		5,314.34	
API	A3335184-54750	03/16/2021 W	21MAR2	000319		182999	STREET LIGHTING DPW		5,086.46	
API	A3031654-54650	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		1,501.63	
API	F3638334-54650	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		13,016.45	
API	G3638124-54650	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		34.06	
API	F3638334-54650	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		634.41	
API	F3638324-54650	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		21.10	
API	A3567174-54650-3000	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		368.13	
API	A3031634-54650	03/16/2021 W	21MAR2	000319		182999	VC UTILITIES DPW		213.21	
API	G3638124-54650	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		205.75	
API	A3567144-54650-3000	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		195.59	
API	A3335184-54750	03/16/2021 W	21MAR2	000319		182999	STREET LIGHTING DPW		35,106.64	
API	A3416314-54650	03/16/2021 W	21MAR2	000319		182999	UTILITIES DPW		316.21	
API	A3335014-54100	03/16/2021 W	21MAR2	000327		183000	RUBBLE BLACKTOP STONE OIL 19018		562.35	
API	A3143014-54802	03/16/2021 W	21MAR2	008413	200300	183001	COMPLUS PARK TICKET COLL FEE 01/31/2021		2,508.70	
POL	A3143014-54802	03/16/2021 LIQ/INV	21MAR2	008413	200300	183001	COMPLUS PARK TICKET COLL FEE 01/31/2021	4 2020		2,508.70
API	F3638314-54720	03/16/2021 W	21MAR2	001816		183002	SERVICE CONTRACTS - PROF SERV CIT008		130.00	
API	A3021694-54730	03/16/2021 W	21MAR2	000328		183003	SERVICE CONTRACTS MAINTENANCE 0040075372		386.10	
API	A3021314-54720	03/16/2021 W	21MAR2	007547		183004	SERVICE CONTRACTS - PROF SERV 1000928		320.00	
API	Y3618664-54928-484	03/16/2021 W	21MAR2	008784		183005	COVID-19 SMALL BUSINESS GRANT GRANT	Y	10,000.00	
API	Y3618664-54493-490						REBUILDING TOGETHER REHAB PROG	Y	4,600.00	

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 49
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		03/16/2021	W 21MAR2	005812		183006	2020 CDBG			
API	Y3618664-54493-490	03/16/2021	W 21MAR2	005812		183007	REBUILDING TOGETHER REHAB PROG	Y	30,465.00	
API	A3031654-54180	03/16/2021	W 21MAR2	006071		183008	2020 CDBG			
		03/16/2021	W 21MAR2	006071		183008	OTHER SUPPLIES		290.00	
API	A3143414-54110	03/16/2021	W 21MAR2	000223		183009	02/24/2021			
		03/16/2021	W 21MAR2	000223		183009	OFFICE SUPPLIES		21.32	
API	A3143124-54740	03/16/2021	W 21MAR2	000223		183010	4659857			
		03/16/2021	W 21MAR2	000223		183010	SERVICE CONTRACTS - EQUIPMENT		47.27	
API	A3143124-54510	03/16/2021	W 21MAR2	006851		183011	4659857			
		03/16/2021	W 21MAR2	006851		183011	REPAIRS & MAINTENANCE VEHICLE		3,496.08	
API	A3143414-54510	03/16/2021	W 21MAR2	006851		183011	4310			
		03/16/2021	W 21MAR2	006851		183011	REPAIRS & MAINTENANCE VEHICLE		154.89	
API	A3335014-54510	03/16/2021	W 21MAR2	007574		183012	4310			
		03/16/2021	W 21MAR2	007574		183012	REPAIRS & MAINTENANCE VEHICLE		371.25	
API	A3335014-54510	03/16/2021	W 21MAR2	007574		183012	02/23/2021			
		03/16/2021	W 21MAR2	007574		183013	REPAIRS & MAINTENANCE VEHICLE		515.00	
API	A3143124-54720	03/16/2021	W 21MAR2	006943		183014	02/15/2021			
		03/16/2021	W 21MAR2	006943		183014	SERVICE CONTRACTS - PROF SERV		72.00	
API	F3638334-54180	03/16/2021	W 21MAR2	000371		183015	VN1969			
		03/16/2021	W 21MAR2	000371		183015	OTHER SUPPLIES		8.74	
API	F3638334-54180	03/16/2021	W 21MAR2	000371		183016	4345			
		03/16/2021	W 21MAR2	000371		183016	OTHER SUPPLIES		11.44	
API	F3638334-54140	03/16/2021	W 21MAR2	000371		183017	4345			
		03/16/2021	W 21MAR2	000371		183017	JANITORIAL SUPPLIES		63.95	
API	A3537114-54140	03/16/2021	W 21MAR2	000371		183018	4345			
		03/16/2021	W 21MAR2	000371		183018	JANITORIAL SUPPLIES		65.99	
API	A3143124-54510	03/16/2021	W 21MAR2	000371		183019	4345			
		03/16/2021	W 21MAR2	000371		183019	REPAIRS & MAINTENANCE VEHICLE		78.24	
API	A3537114-54140	03/16/2021	W 21MAR2	000371		183020	209150			
		03/16/2021	W 21MAR2	000371		183020	JANITORIAL SUPPLIES		106.35	
API	A3051414-54490	03/16/2021	W 21MAR2	004701		183021	4345			
		03/16/2021	W 21MAR2	004701		183021	GENERAL ADVERTISING		133.28	
API	A3567154-54600	03/16/2021	W 21MAR2	004701		183022	4956			
		03/16/2021	W 21MAR2	004701		183022	ADVERTISING		160.00	
API	A3143124-54970	03/16/2021	W 21MAR2	000399		183023	2529			
		03/16/2021	W 21MAR2	000399		183023	K-9 CARE		258.43	
API	A3031644-54612	03/16/2021	W 21MAR2	002787	210044	183024	1255			
		03/16/2021	W 21MAR2	002787	210044	183024	ARTS CENTER REPAIRS & MAIN		1,945.80	
POL	A3031644-54612	03/16/2021	LIQ/INV	002787	210044	183024	5000032110			1,945.80
API	A3335654-54610	03/16/2021	W 21MAR2	002787	210044	183025	ARTS CENTER REPAIRS & MAIN	4		
		03/16/2021	W 21MAR2	002787	210044	183025	5000032110	2021		
POL	A3335654-54610	03/16/2021	LIQ/INV	002787	210044	183025	REPAIRS & MAINTENANCE BUILDING		1,945.80	
		03/16/2021	LIQ/INV	002787	210044	183025	5000201476			
API	A3031624-54610	03/16/2021	W 21MAR2	002787	210044	183026	REPAIRS & MAINTENANCE BUILDING	4		1,945.80
		03/16/2021	W 21MAR2	002787	210044	183026	5000201476	2021		
POL	A3031624-54610	03/16/2021	LIQ/INV	002787	210044	183026	REPAIRS & MAINTENANCE BUILDING		1,945.80	
		03/16/2021	LIQ/INV	002787	210044	183026	5000032110			
		03/16/2021	LIQ/INV	002787	210044	183026	REPAIRS & MAINTENANCE BUILDING	4		1,945.80
		03/16/2021	LIQ/INV	002787	210044	183026	5000032110	2021		

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 50
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3638184-54720	03/16/2021 W	21MAR2	007852	210011	183028	SERVICE CONTRACTS - PROF SERV 07218139.00		1,300.00	
POL	A3638184-54720	03/16/2021 LIQ/INV		007852	210011	183028	SERVICE CONTRACTS - PROF SERV 07218139.00	4 2021		1,300.00
API	A3143124-54180	03/16/2021 W	21MAR2	008756	210068	183029	OTHER SUPPLIES 57637-SP		277.06	
POL	A3143124-54180	03/16/2021 LIQ/INV		008756	210068	183029	OTHER SUPPLIES 57637-SP	4 2021		277.06
API	A3537112-52300	03/16/2021 W	21MAR2	006059		183030	MISCELLANEOUS EQUIPMENT 02/15/2021		1,333.72	
API	E3577164-54720	03/16/2021 W	21MAR2	001336		183031	SERVICE CONTRACTS - PROF SERV MARCH EMAIL		82.50	
API	E3577184-54723	03/16/2021 W	21MAR2	001336		183032	SERV CONT CONSTRUCTION 02/17/2021		237.50	
API	E3577184-54723	03/16/2021 W	21MAR2	001336		183033	SERV CONT CONSTRUCTION 92893		285.00	
API	E3577164-54720	03/16/2021 W	21MAR2	001336		183034	SERVICE CONTRACTS - PROF SERV 3/1/2021		440.00	
API	E3577164-54720	03/16/2021 W	21MAR2	001336		183035	SERVICE CONTRACTS - PROF SERV 02/12/2021		500.00	
API	F3638354-54520	03/16/2021 W	21MAR2	008048		183036	GAS & OIL 21341584		154.13	
API	A3567144-54520-3000	03/16/2021 W	21MAR2	008048		183036	GAS & OIL 21341584		118.66	
API	A3638564-54520	03/16/2021 W	21MAR2	008048		183036	GAS & OIL 21341584		205.81	
API	G3638124-54520	03/16/2021 W	21MAR2	008048		183036	GAS & OIL 21341584		161.71	
API	A3143414-54520	03/16/2021 W	21MAR2	008048		183036	GAS & OIL 21341584		771.63	
API	A3335124-54520	03/16/2021 W	21MAR2	008048		183036	GAS & OIL 21341584		2,529.78	
API	G3638114-54520	03/16/2021 W	21MAR2	008048		183036	GAS & OIL 21341584		123.05	
API	A3335014-54520	03/16/2021 W	21MAR2	008048		183036	GAS & OIL 21341584		2,374.92	
API	A3638194-54520	03/16/2021 W	21MAR2	008048		183036	GAS & OIL 21341584		628.65	
API	A3031914-54773	03/16/2021 W	21MAR2	008206		183037	LIABILITY INSURANCE 09821A		1,273.28	
API	Y3618664-54928-484	03/16/2021 W	21MAR2	008791		183038	COVID-19 SMALL BUSINESS GRANT GRANT	Y	10,000.00	
API	A3051414-54110	03/16/2021 W	21MAR2	002237		183039	OFFICE SUPPLIES 3470589691		52.38	
API	A3021314-54110	03/16/2021 W	21MAR2	002237		183040	OFFICE SUPPLIES 3470589684		53.56	
API	H3517142-52000-1252	03/16/2021 W	21MAR2	008777		183041	CAPITAL PROJECT OUTLAY ROW ACQUISITION		12,500.00	
API	A3143124-54720						SERVICE CONTRACTS - PROF SERV		85.00	

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 51
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3638184-54720	03/16/2021 W	21MAR2	000806		183042	SSPOLIC			
							SERVICE CONTRACTS - PROF SERV		144.00	
POL	A3638184-54720	03/16/2021 W	21MAR2	000806	210034	183043	R212004			
							SERVICE CONTRACTS - PROF SERV	4		144.00
API	F3638334-54250	03/16/2021 LIQ/INV		000806	210034	183043	R212004	2021		
							CONFERENCE REGISTRATION		125.00	
API	F3638334-54141	03/16/2021 W	21MAR2	000393		183044	NY0041275			
							CHEMICALS		853.00	
POL	F3638334-54141	03/16/2021 W	21MAR2	000393	210013	183045	18542			
							CHEMICALS	4		853.00
API	A3021694-54720	03/16/2021 LIQ/INV		000393	210013	183045	18542	2021		
							SERVICE CONTRACTS - PROF SERV		700.00	
API	A3335014-54180	03/16/2021 W	21MAR2	008432		183046	2K130405SSS			
							OTHER SUPPLIES		2,780.21	
API	Y3618664-54928-484	03/16/2021 W	21MAR2	000420		183047	01/28/2021			
							COVID-19 SMALL BUSINESS GRANT	Y	10,000.00	
API	F3638334-54650	03/16/2021 W	21MAR2	008790		183048	GRANT			
							UTILITIES		96.98	
API	E3577164-54670	03/16/2021 W	21MAR2	008695		183049	20294547780202001			
							PHONES		224.95	
API	A3011214-54740	03/16/2021 W	21MAR2	008695		183050	202487086104001			
							SERVICE CONTRACTS - EQUIPMENT		111.41	
API	A3143124-54720	03/16/2021 W	21MAR2	007292		183051	TOBS6PA			
							SERVICE CONTRACTS - PROF SERV		9.76	
API	A3143124-54720	03/16/2021 W	21MAR2	003256	200274	183053	1290931			
							SERVICE CONTRACTS - PROF SERV		19.04	
POL	A3143124-54720	03/16/2021 W	21MAR2	003256		183053	1290931			
							SERVICE CONTRACTS - PROF SERV	4		9.76
API	A3031624-54610	03/16/2021 LIQ/INV		003256	200274	183053	1290931	2020		
							REPAIRS & MAINTENANCE BUILDING		86.19	
POL	A3031624-54610	03/16/2021 W	21MAR2	003256	210015	183054	1269237			
							REPAIRS & MAINTENANCE BUILDING	4		86.19
API	A3537114-54670	03/16/2021 LIQ/INV		003256	210015	183054	1269237	2021		
							PHONES		34.43	
API	A3031444-54670	03/16/2021 W	21MAR2	001927		183055	DPW			
							PHONES		7.97	
API	A3031654-54670	03/16/2021 W	21MAR2	001927		183055	DPW			
							PHONES		32.05	
API	A3638184-54670	03/16/2021 W	21MAR2	001927		183055	DPW			
							PHONES		67.90	
API	F3638334-54670	03/16/2021 W	21MAR2	001927		183055	DPW			
							PHONES		68.85	
API	F3638334-54670	03/16/2021 W	21MAR2	001927		183055	DPW			
							PHONES		74.25	
API	F3638334-54670	03/16/2021 W	21MAR2	001927		183055	DPW			
							PHONES		149.03	
API	F3638334-54670	03/16/2021 W	21MAR2	001927		183055	DPW			
							PHONES		73.97	
							DPW			

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 52
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3567194-54670-3000	03/16/2021 W	21MAR2	001927		183055	PHONES DPW		34.44	
API	A3567194-54670-3000	03/16/2021 W	21MAR2	001927		183055	PHONES DPW		37.30	
API	A3567194-54670-3000	03/16/2021 W	21MAR2	001927		183055	PHONES DPW		106.51	
API	A3031494-54670	03/16/2021 W	21MAR2	001927		183055	PHONES DPW		32.46	
API	A3537214-54670	03/16/2021 W	21MAR2	001927		183055	PHONES DPW		34.75	
API	A3011214-54670	03/16/2021 W	21MAR2	001831		183056	PHONES 842037333-00001		22.89	
API	A3011434-54671	03/16/2021 W	21MAR2	001831		183056	PHONES & FAX 842037333-00001		7.63	
API	A3011474-54671	03/16/2021 W	21MAR2	001831		183057	PHONES & FAX 842037333-00002		94.53	
API	A3031494-54670	03/16/2021 W	21MAR2	001831		183058	PHONES 742051038-00001		100.08	
API	A3021314-54110	03/16/2021 W	21MAR2	003346		183059	OFFICE SUPPLIES C1067550		11.45	
API	A063-42411	03/16/2021 W	21MAR2	008778		183060	RENTAL CASINO CITY HALL DRINK CASINO REIMB		500.00	
API	A3143124-54979	03/16/2021 W	21MAR2	007275		183061	HORSE CARE SSPD		600.00	
API	Y3618664-54928-484	03/16/2021 W	21MAR2	008789		183062	COVID-19 SMALL BUSINESS GRANT GRANT	Y	10,000.00	
API	E3475654-54672	03/16/2021 W	21MAR2	008702		183063	CREDIT CARD FEES 89279		100.00	
API	A3567194-54180-3000	03/16/2021 W	21MAR2	008162		183064	OTHER SUPPLIES 00595-023329		98.35	
API	A3537114-54180	03/16/2021 W	21MAR2	008162		183065	OTHER SUPPLIES 00595-023329		112.86	
API	H3517142-52000-1200	03/16/2021 W	21MAR2	007325	190862	183066	GEYSER ROAD TRAIL GEYSER TRL		5,569.68	
POL	H3517142-52000-1200	03/16/2021 LIQ/INV		007325	190862	183066	GEYSER ROAD TRAIL GEYSER TRL	4 2019		5,569.68
API	H3517142-52000-1200	03/16/2021 W	21MAR2	007325	190862	183067	GEYSER ROAD TRAIL GEYSER TRL		34,530.08	
POL	H3517142-52000-1200	03/16/2021 LIQ/INV		007325	190862	183067	GEYSER ROAD TRAIL GEYSER TRL	4 2019		34,530.08
API	H3517142-52000-1200	03/16/2021 W	21MAR2	007325	190862	183068	GEYSER ROAD TRAIL GEYSER TRL		37,628.67	
POL	H3517142-52000-1200	03/16/2021 LIQ/INV		007325	190862	183068	GEYSER ROAD TRAIL GEYSER TRL	4 2019		37,628.67
API	H3517142-52000-1200	03/16/2021 W	21MAR2	007325	190862	183069	GEYSER ROAD TRAIL GEYSER TRL		499,312.69	
POL	H3517142-52000-1200	03/16/2021 LIQ/INV		007325	190862	183069	GEYSER ROAD TRAIL GEYSER TRL	4 2019		499,312.69
API	A3031634-54180						VC OTHER SUPPLIES		9.69	

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 53
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3031654-54110	03/16/2021 W	21MAR2	001973		183071	13696 OFFICE SUPPLIES		26.80	
API	A3031624-54180	03/16/2021 W	21MAR2	001973		183072	13696 OTHER SUPPLIES		35.76	
API	A3031594-54610	03/16/2021 W	21MAR2	001973		183073	13696 REPAIRS & MAINTENANCE BUILDING		120.60	
API	A3567194-54170	03/16/2021 W	21MAR2	001973		183074	13696 SPORTS SUPPLIES		10.00	
API	A3567144-54740	03/16/2021 W	21MAR2	001851		183076	AL2207WY-12-010987 SERVICE CONTRACTS - EQUIPMENT		66.76	
API	A3021344-54720	03/16/2021 W	21MAR2	000172		183077	SSCI15 SERVICE CONTRACTS - PROF SERV		673.36	
API	A3051414-54740	03/16/2021 W	21MAR2	000001		183078	2021 TAXES ON CITY OWNED PROPE SERVICE CONTRACTS - EQUIPMENT		490.00	
API	A-2670	03/16/2021 W	21MAR2	002149		183079	03/09/2021 DUE TO COUNTY	3,244,303.69		
API	G3638134-54731	03/16/2021 W	21MAR2	000016		183080	TAX PAYMENT CURRENT CHARGES	922,690.25		
API	A-2630	03/16/2021 W	21MAR2	000016		183081	SEWER DISTRICT DUE TO OTHER FUNDS	34,565.50		
API	A3051414-54110	03/16/2021 W	21MAR2	000739		183082	1ST QTR 2021 OFFICE SUPPLIES	162.54		
API	A3113624-54670	03/16/2021 W	21MAR2	001831		183083	9591872 PHONES	172.32		
API	A-2630	03/16/2021 W	21MAR2	001831		183084	9420148760001 DUE TO OTHER FUNDS	12,750.76		
API	A3143414-54510	03/16/2021 W	21MAR2	002743		183085	1ST QTR 2021 REPAIRS & MAINTENANCE VEHICLE	590.00		
		03/16/2021 W	21MAR2	008797		183086	02/24/2021			
GENERAL LEDGER TOTAL									5,205,966.49	80.05
API	A-2600	03/16/2021 W	21MAR2	B 3338			ACCOUNTS PAYABLE			3,525,771.14
API	E-2600	03/16/2021 W	21MAR2	B 3338			ACCOUNTS PAYABLE			23,525.59
API	F-2600	03/16/2021 W	21MAR2	B 3338			ACCOUNTS PAYABLE			20,554.63
API	G-2600	03/16/2021 W	21MAR2	B 3338			ACCOUNTS PAYABLE			930,528.96
API	H-2600	03/16/2021 W	21MAR2	B 3338			ACCOUNTS PAYABLE			600,441.12
API	Y-2600	03/16/2021 W	21MAR2	B 3338			ACCOUNTS PAYABLE			105,065.00
POL	A-1521	03/16/2021 W	21MAR2	B 3338			ENCUMBRANCES			81,713.51
POL	E-1521	03/16/2021 W	21MAR2	B 3338			ENCUMBRANCES			2,781.25

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 54
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
POL F-1521		03/16/2021	W 21MAR2	B	3338		ENCUMBRANCES			2,384.00
POL G-1521		03/16/2021	W 21MAR2	B	3338		ENCUMBRANCES			1,065.00
POL H-1521		03/16/2021	W 21MAR2	B	3338		ENCUMBRANCES			577,041.12
POL A-2963		03/16/2021	W 21MAR2	B	3338		BUDGETARY FUND BALANCE RES ENC		81,713.51	
POL E-2963		03/16/2021	W 21MAR2	B	3338		BUDGETARY FUND BALANCE RES ENC		2,781.25	
POL F-2963		03/16/2021	W 21MAR2	B	3338		BUDGETARY FUND BALANCE RES ENC		2,384.00	
POL G-2963		03/16/2021	W 21MAR2	B	3338		BUDGETARY FUND BALANCE RES ENC		1,065.00	
POL H-2963		03/16/2021	W 21MAR2	B	3338		BUDGETARY FUND BALANCE RES ENC		577,041.12	
SYSTEM GENERATED ENTRIES TOTAL									664,984.88	5,870,871.32
JOURNAL 2021/03/144 TOTAL									5,870,951.37	5,870,951.37
2021 3 144										
API A-1522		03/16/2021	W 21MAR2	B	3338		EXPENDITURES		232,638.19	
API E-1522		03/16/2021	W 21MAR2	B	3338		EXPENDITURES		23,525.59	
API F-1522		03/16/2021	W 21MAR2	B	3338		EXPENDITURES		20,333.49	
API G-1522		03/16/2021	W 21MAR2	B	3338		EXPENDITURES		930,307.82	
API H-1522		03/16/2021	W 21MAR2	B	3338		EXPENDITURES		600,441.12	
API Y-1522		03/16/2021	W 21MAR2	B	3338		EXPENDITURES		105,065.00	
API A-2980		03/16/2021	W 21MAR2	B	3338		REVENUES		1,513.00	
API F-2980		03/16/2021	W 21MAR2	B	3338		REVENUES		221.14	
API G-2980		03/16/2021	W 21MAR2	B	3338		REVENUES		221.14	

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 55
apinvent

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
A GENERAL FUND	2021	3	144	03/16/2021			
A-1521					ENCUMBRANCES		81,713.51
A-1522					EXPENDITURES	232,638.19	
A-2600					ACCOUNTS PAYABLE		3,525,771.14
A-2630					DUE TO OTHER FUNDS	47,316.26	
A-2670					DUE TO COUNTY	3,244,303.69	
A-2963					BUDGETARY FUND BALANCE RES ENC	81,713.51	
A-2980					REVENUES	1,513.00	
					FUND TOTAL	3,607,484.65	3,607,484.65
E CITY CENTER AUTHORITY	2021	3	144	03/16/2021			
E-1521					ENCUMBRANCES		2,781.25
E-1522					EXPENDITURES	23,525.59	
E-2600					ACCOUNTS PAYABLE		23,525.59
E-2963					BUDGETARY FUND BALANCE RES ENC	2,781.25	
					FUND TOTAL	26,306.84	26,306.84
F WATER FUND	2021	3	144	03/16/2021			
F-1521					ENCUMBRANCES		2,384.00
F-1522					EXPENDITURES	20,333.49	
F-2600					ACCOUNTS PAYABLE		20,554.63
F-2963					BUDGETARY FUND BALANCE RES ENC	2,384.00	
F-2980					REVENUES	221.14	
					FUND TOTAL	22,938.63	22,938.63
G SEWER FUND	2021	3	144	03/16/2021			
G-1521					ENCUMBRANCES		1,065.00
G-1522					EXPENDITURES	930,307.82	
G-2600					ACCOUNTS PAYABLE		930,528.96
G-2963					BUDGETARY FUND BALANCE RES ENC	1,065.00	
G-2980					REVENUES	221.14	
					FUND TOTAL	931,593.96	931,593.96
H CAPITAL PROJECTS FUND	2021	3	144	03/16/2021			
H-1521					ENCUMBRANCES		577,041.12
H-1522					EXPENDITURES	600,441.12	
H-2600					ACCOUNTS PAYABLE		600,441.12
H-2963					BUDGETARY FUND BALANCE RES ENC	577,041.12	
					FUND TOTAL	1,177,482.24	1,177,482.24
Y COMMUNITY DEVELOPMENT FUND	2021	3	144	03/16/2021			
Y-1522					EXPENDITURES	105,065.00	
Y-2600					ACCOUNTS PAYABLE		105,065.00

03/12/2021 11:45
u101

CITY OF SARATOGA SPRINGS LIVE
21MAR2

P 56
apinvent

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL					105,065.00	105,065.00

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



SARATOGA SPRINGS HOUSING AUTHORITY
ONE SOUTH FEDERAL STREET
SARATOGA SPRINGS, NEW YORK 12866

PHONE: (518) 584-6600

FAX: (518) 583-3006

March 11, 2021

Honorable Meg Kelly
Mayor of Saratoga Springs
City Hall
474 Broadway
Saratoga Springs, New York 12866

Dear Mayor Kelly,

The Saratoga Springs Housing Authority will be closing out its fiscal year on March 31, 2021 and must submit an operating budget for Board approval on March 25th for the upcoming fiscal year.

Attached I have included the staff salaries for the upcoming fiscal year beginning on April 1, 2021 for council review and approval. I have also included a copy of the Employment Contract renewal that the Board has offered me for a three-year renewal as well. Please don't hesitate to contact me if you have any questions.

Respectfully,

Paul J. Feldman, Executive Director

Executive Director: Paul Feldman
Legal Counsel: Scott Peterson

Board of Commissioners:
Ann Bullock
Angela Kedik

Joanne Foresta - Chairman
Joy King
Richard Shipman

Michelle Roddy
Stephen Sullivan Co-Chair

Reasonable Accommodation Statement: Pursuant to the Fair Housing Act (42U.S.C. 3601-3619), if you are a federally funded assisted housing program applicant or resident with a disability, you may request an exception, change or adjustment to a rule, policy, practice or service that may be necessary to afford you an equal opportunity to participate in the program.

Operating Budget

Schedule of All Positions and Salaries

U.S. Department of Housing

and Urban Development

Office of Public and Indian Housing

Name of Local Housing Authority		Locality								Fiscal Year Ending		
SARATOGA SPRINGS HOUSING AUTHORITY		SARATOGA SPRINGS, NEW YORK								March 31, 2022		
Position Title and Name By Organizational Unit and Function	Salaries as of 3/2/2021	Requested Budget Year			Allocation of Salaries by Program							
		Estimated Payment			COCC	Business	Jefferson	Vanderbilt	Stonequist	HCV & SCRAP	Promenade	SRDI
		Salary Rate	No. Mos.	Amount								
ADMINISTRATION												
Executive Director - P. Feldman	140,200	143,004	12	143,004	92,953	45,761				4,290		
Finance Director - C. Gaugler	109,929	112,128	12	112,128	93,066	13,455				5,607		
Part time Clerk-K. Peterson	19,282	19,668	12	19,668			6,097	3,344	10,227			
Occupancy Specialist-J. Barkley	49,231	51,693	12	51,693	10,339	5,169	10,416	5,712	17,472	2,585		
Occupancy Specialist-J. Hill	47,000	47,940	12	47,940							35,955	11,985
Occupancy Specialist-J. Martin	44,000	44,440	12	44,440		26,664				17,776		
Administrative - overtime	1,000	1,000		1,000		300	217	119	364			
TOTAL ADMINISTRATION	410,642	419,873		419,873	196,358	91,349	16,730	9,175	28,063	30,258	35,955	11,985
TENANT RELATONS												
Director of Occupancy-K. Sicko	69,339	71,419	12	71,419		3,571	16,426	9,284	38,567	3,571		
Occupancy Specialist-L. Hernandez	47,859	48,816	12	48,816			31,242	17,574				
Occupancy Specialist-M. Squires	43,000	43,430	12	43,430					43,430			
Tenant Relations - overtime	1,000	1,000		1,000			310	170	520			
TOTAL TENANT RELATIONS	161,198	164,665		164,665	0	3,571	47,978	27,028	82,517	3,571	0	0
MAINTENANCE												
Mod Coordinator - A. Kirker	64,896	68,141	12	68,141		13,628	13,628	13,628	27,257			
Asst Fac Manager - TBD	55,000	55,000	12	55,000		5,500	12,375	12,375	24,750			
Bldg Maint Mech-C. Smith	39,000	40,560	12	40,560				40,560				
Bldg Maint Mech-C. Linen	42,000	43,260	12	43,260			40,232			3,028		
Laborer - T. Harrington	34,000	35,360	12	35,360					35,360			
Laborer - J. Godfrey	29,250	31,200	12	31,200			31,200					
Laborer - W. Diaz	29,250	31,200	12	31,200							23,400	7,800
Estimated Overtime	17,000	17,000		17,000			5,780	3,400	4,250		2,550	1,020
TOTAL MAINTENANCE	310,396	321,721		321,721	0	19,128	103,215	69,963	91,617	3,028	25,950	8,820
GRAND TOTAL	882,236	906,259		906,259	196,358	114,048	167,923	106,166	202,197	36,857	61,905	20,805

Salary Comparable's for the Position of Executive Director
Saratoga Springs Housing Authority

Housing Authority	Executive Director Salary
Mechanicville	131,066
Utica	122,510
Albany	158,155
Saratoga Springs	140,200
Troy	116,157
Schenectady	161,696
Ithaca	144,731
Glens Falls	120,787
Hudson	123,052

Local Government Officials	Salary
Birge – SS Planning Department	\$152,588
Tsao – SS High School Principal	\$138,516

Information from HUD Executive Director compensation data and See Through New York website.

EMPLOYMENT CONTRACT

This AGREEMENT, made this _____ day of _____, 2021, by and between the Saratoga Springs Housing Authority, hereinafter the Employer, with a principal place of business at 1 South Federal Street, Saratoga Springs, New York, and Paul J. Feldman, residing at 26 Berkshire Drive, Clifton Park, New York, hereinafter the Employee.

WITNESSETH:

WHEREAS, the Employer wishes to employ Employee as its Executive Director and Employee desires to accept said employment; and

WHEREAS, it is the mutual desire of the parties to establish the term of employment, as well as the terms and conditions of employment for the Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Appointment

The Employer hereby agrees to employ the Employee as Executive Director. The Employee acknowledges and understands that the position of Executive Director is an exempt title.

2. Term

The Employee's term of employment under this Agreement shall be three (3) years, commencing on April 1, 2021 and expiring on March 31, 2024.

3. Duties

The Employee shall perform all duties incident to the position of Executive Director as determined by the United States Department of Housing and Urban Development as well as any other duties as may from time to time be assigned by the Employer. Employee agrees to abide by all policies, practices, procedures of the Employer.

4. Compensation

For the services rendered by the Employee as herein set forth, the Employer shall pay to the Employee a 2 and ½ percent increase in salary commencing April 1, for each year of set contract. The Personnel Committee of the Board of Commissioners will review the Employee's performance at the end of each year. If the Board deems the Employee's performance is satisfactory, the Employee would be eligible for a bonus to be determined at the Boards discretion.

5. Termination of the Employment Agreement

a. Death The Employment term shall terminate on the date of Employee's death in which event Employee's salary and benefits owing to Employee through the date of Employee's death shall be paid to his estate. Employee's estate will not be entitled to any other compensation under this Agreement.

b. Termination With Cause

1) The Employer may terminate this Agreement for cause. Upon such termination, the Employer shall be released from any and all further obligations under this Agreement, except for accrued salary and benefits owing to Employee through the Termination Date.

2) For purposes of this Agreement, "cause" shall include, but not be limited to, the following:

- a. failure or neglect by Employee to substantially perform the duties of Employee's position;
- b. misconduct in connection with the performance of Employee's duties, including, but not limited to, misappropriation of funds or property of the Employer.
- c. commission by Employee of an act involving moral turpitude, dishonesty, theft, or unethical business conduct which impairs the reputation of or harms the Employer;
- d. failure to cooperate in any investigation by the Employer;
- e. any breach of this Agreement or the policies, practices, procedures and/or rules of the Employer.

The employee may terminate this contract upon 90 day's notice to the Employer.

c. Employee Retirement

Employee retiring within the NYS Retirement System during this or any contract extension period will not impact benefits outlined in Section 6(g) of this contract.

6. Related Benefits

- a. Sick leave - Employee shall be entitled to 15 days of sick leave per year. When employment terminates, Employer shall pay Employee for unused sick leave for up to 40 days during the initial year of the contract. On April 1st of each year thereafter, and additional 20 days will be added up to a maximum of 120 days.
- b. Bereavement Leave - Employee shall receive bereavement leave in the amount of 5 days for the death of a spouse, mother, father, sibling or child, or 3 days for a son or daughter-in-law, brother or sister-in-law.
- c. Personal Leave - Employee shall receive 5 personal days per year.
- d. Holidays - Employee shall receive the holidays set forth in the Employer's Personnel Policy Manual.
- e. Vacation - Employee shall receive vacation leave of 25 working days per year. The Employee shall provide as much advance notice as practicable to the Employer of his intention to use vacation time. When employment terminates, Employer shall pay Employee for unused vacation leave for up to 75 days.

- f. Health Insurance - The Employer shall provide health, dental and vision insurance to the Employee and his family as is provided other employees of Employer. The Employee shall contribute the current contribution of \$19.23 per week, through payroll deduction, toward the cost of insurance throughout the term of this Agreement and any extension thereof.
- g. Retiree Health Insurance – Upon Employees retirement from continued employment with the SSHA in the New York State Retirement System, the Employer or any future affiliate or component entity shall continue to provide the Employee and his spouse without cost, the same health, dental, vision insurance and prescription plan currently provided to active bargaining unit employees at the time of Employees retirement for their remaining natural lifetime. This includes Medicare Part B payment supplement.

7. Use of Employee's Vehicle

Should the Employee have to use his personal vehicle on Authority business, he shall be reimbursed for the use of his personal vehicle at the applicable IRS rate.

8. Arbitration

Any and all disputes arising under or relating to the interpretation or application of this Agreement or concerning Employee's employment with the Employer or termination thereof, shall be subject to arbitration in Saratoga County, New York under the Labor and Employment Rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court of competent jurisdiction. The cost of such arbitration, including the fees of the arbitrator, shall be borne equally by the parties.

9. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York, without regard to the conflicts of law rules thereof.

10. Notices

All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand or mailed within the continental United States by first class, registered mail, return receipt requested, postage and filing fees prepaid, to the applicable party and addressed as follows:

a. The Employer:

Saratoga Springs Housing Authority
One South Federal Street
Saratoga Springs, New York 12866

b. The Employee:

Paul J. Feldman
26 Berkshire Drive
Clifton Park, NY 12065

Addresses may be changed by notice in writing signed by addressee.

11. Modifications

No modification or amendment of this Agreement shall be valid or effective, unless in writing and signed by the parties to this Agreement.

12. Entire Agreement

This Agreement embodies the entire agreement of the parties hereto with respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written, between Employee and Employer. Neither party shall be bound by any term or condition other than as expressly set forth herein.

This remainder of this page left blank. Signature page to follow.

SARATOGA SPRINGS HOUSING AUTHORITY

By: _____
Chairperson of the Board

Paul J. Feldman, Employee

Dated:

Dated:

STATE OF NEW YORK)
COUNTY OF)ss:

On the _____ day of _____, _____, before me, the undersigned, personally appeared **Joanne Foresta**, to me proved and proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* capacity, and that by *his* signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF)ss:

On the _____ day of _____, _____, before me, the undersigned, personally appeared **Paul J. Feldman**, to me proved and proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* capacity, and that by *his* signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC



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

Extension of Bid Sign-Off Form

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:

- o A signed letter from the vendor agreeing to the extension of bid under the same terms, conditions, and prices.
- o A memo from your department's commissioner/mayor requesting the extension of bid be placed on Commissioner Franck's agenda; and
- o A copy of the page from the previous year's bid showing the bid can be extended; and
- o 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
- o 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
- o approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached; and
- o budget line item **must** be identified and indicated below.

Department That Owns Award/Extension of Bid: _____ Public Works _____

Item Being Extended: _____ Laboratory Services _____

Vendor Who Won the Bid: _____ CNA Environmental, LLC _____

Budget Line Item: _____ F3638332-54708 _____

Budget Line Item: _____ A3638144-54708 _____

Commissioner of Public Works: Please add to the March 16, 2021 City Council Agenda, the bid extension for Laboratory Services to CNA Environmental, LLC.

Commissioner of Public Works 3/10/2021
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.**



City of Saratoga Springs
Department of Public Works
474 Broadway, Rm 12
Saratoga Springs, NY 12866
(518) 587-3550

Anthony J. Scirocco
Commissioner

Joseph J. O'Neill, III
Deputy Commissioner

Michael Veitch
DPW Business Manager

March 5, 2021

Ethan Einwohner
CNA Environmental, LLC
27 Kent Street, Suite 102
Ballston Spa, NY 12020

Dear Mr. Einwohner:

The Contract approved last March allows for an extension of the contract prices up to March 17, 2023 with annual written agreement from your company to extend the prices under the same terms and conditions. I am writing to confirm whether CAN Environmental, LLC is agreeable to an extension of the same terms and conditions from March 18, 2021 to March 17, 2022. If CAN Environmental is agreeable to an extension please complete the section at the bottom of this letter. If you have any questions, I can be reached at 518-587-3550, ext. 2574.


Sincerely,

Barbara Maughan
DPW Purchasing Coordinator

.....

(☒) CNA Environmental, LLC agrees to extend the contract prices for Laboratory Services under the same terms and conditions for one additional year. The extended contract period will run from March 18, 2021 to March 17, 2022.

(☐) CNA Environmental, LLC would like to terminate the contract prices for Laboratory Services at the end of the existing contract period of March 17, 2021.

Signature  Date 03/10/21
Printed Name Ethan Einwohner Title Owner

Zimbra

barbara.maughan@saratoga-springs.org

Fwd: Saratoga County Renewal Memo 03.05.21-Copy.pdf

From : Ethan Einwohner <ethan@specifiedlabs.com>

Wed, Mar 10, 2021 10:50 AM

Subject : Fwd: Saratoga County Renewal Memo 03.05.21-Copy.pdf 1 attachment**To :** Barbara Maughan <barbara.maughan@saratoga-springs.org>, Pamela Higgins-Brown <pam@cnawater.com>**Reply To :** ethan@specifiedlabs.com

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

Thanks Barbara -

Please see attached and reply with any questions thanks Ethan

----- Forwarded message -----

From: **Ethan Einwohner** <ethan@specifiedlabs.com>

Date: Wed, Mar 10, 2021, 7:47 AM

Subject: Saratoga County Renewal Memo 03.05.21-Copy.pdf

To: Pamela Higgins-Brown <pam@cnawater.com>, Kimberly Costello <kcostello@specifiedlabs.com>

Please see attached signed as requested. Please reply with any questions thanks

Ethan Einwohner
CNA Environmental LLC
646 714 5651

Sent with Xodo

**Renewal Memo 03.05.21-Copy.pdf**459 KB

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

13. EVALUATION PROCESS

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

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

14. 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 shall receive by mail a "Notice of Award" at the earliest possible date.

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

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

The City reserves the right to extend the contract for three (3), one (1) year terms from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor.

15. EQUAL EMPLOYMENT OPPORTUNITY

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

16. AMERICANS WITH DISABILITY ACT

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

17. CIVIL RIGHTS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2020

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 30 Century Hill Drive Suite 200 Latham NY 12110	CONTACT NAME: Sarah Traver	FAX (A/C No.): 518-533-6877	
	PHONE (A/C No. Ext.): 518-533-6818	E-MAIL ADDRESS: sarah_traver@ajg.com	
INSURED CNA Environmental, LLC 27 Kent Street Ballston Spa, NY 12020	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Selective Insurance Company of SE		39926
	INSURER B: ShelterPoint Life Insurance Company		81434
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 931176863 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		S1995070	11/16/2020	11/16/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		S1995070	11/16/2020	11/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		S1995070	11/16/2020	11/16/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below: Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Disability		D446947	11/15/2020	11/15/2021	Statutory Limits

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

CG7300 (01/2019) ElitePac General Liability Extension
CG7997 (11/2016) General Aggregate Limit per Project
CG2504 (05/2009) Designated Locations General Aggregate Limit
CA7773 (08/2018) Blanket Waiver of Transfer of Rights
CXL456 (05/2017) Waiver Transfer Rights Recovery - Others
Certificate Holder is included as Additional Insured on a Primary & Non-Contributory basis as per written contract

CERTIFICATE HOLDER City of Saratoga Springs Attn: Barbara Maughan /DPW Purchasing Coordinator 5 Lake Avenue Saratoga Springs NY 12866 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



CNAEN-1

OP ID: AF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2020

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 DeCoster-Wilson-Duthie Agency 161 Eagle Rock Ave., PO Box J Roseland, NJ 07068 John W. Duthie	973-226-2336	CONTACT NAME: John W. Duthie PHONE (A/C, No, Ext): 973-226-2336 FAX (A/C, No): 973-226-4663 E-MAIL ADDRESS: john@dwdinsure.com
INSURED CNA Environmental LLC 27 Kent Street Ballston Spa, NY 12020		INSURER(S) AFFORDING COVERAGE INSURER A: Ironshore Specialty Insurance INSURER B: Twin City Fire Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 29459

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	13 WBC BU6024	02/11/2020	02/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			001924906	02/11/2020	02/11/2021	Liability \$ 2,000,000 Aggregate \$ 2,000,000

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

Those usual to the insured's Operations.

CERTIFICATE HOLDER

CITYOF7

City of Saratoga Springs
474 Broadway
Saratoga, 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
John W. Duthie



Workers'
Compensation
Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only) CNA Environmental LLC 27 Kent Street Ballston Spa, NY 12020 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 809-737-3477 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 61-1727286
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Twin City Fire Insurance Company 29459 3b. Policy Number of Entity Listed in Box "1a": 13 WBC BU6024 3c. Policy effective period: 02/11/2020 to 02/11/2021 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

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

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 Worker's 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: Danielle Clausen
(print name of authorized representative or licensed agent of Insurance carrier)

Approved by: Danielle Clausen 01/13/2020
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of Insurance carrier: (866) 467-8730

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.

Zimbra**lisa.ribis@saratoga-springs.org**

Re: CNA Extension of Bid

From : Marilyn Rivers <marilyn.rivers@saratoga-springs.org> Wed, Mar 10, 2021 11:44 AM
Subject : Re: CNA Extension of Bid  2 attachments
To : Lisa Ribis <lisa.ribis@saratoga-springs.org>
Cc : Rachael Fragomeni <rachael.fragomeni@saratoga-springs.org>, Stefanie Richards <stefanie.richards@saratoga-springs.org>

Risk and Safety approves the Award of Bid even with the typo which states "CAN" instead of "CNA."

Please place on Commissioner Franck's 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>
Cc: "Rachael Fragomeni" <rachael.fragomeni@saratoga-springs.org>
Sent: Wednesday, March 10, 2021 11:31:23 AM
Subject: Fwd: CNA Extension of Bid

Purchasing requirements have been for the CNA extension.
Thanks

From: "Fragomeni, Rachael" <rachael.fragomeni@saratoga-springs.org>
To: "Stefanie Richards" <stefanie.richards@saratoga-springs.org>
Sent: Wednesday, March 10, 2021 11:11:07 AM
Subject: CNA Extension of Bid

THE AMERICAN RESCUE PLAN

NEW YORK STATE AND
LOCAL AID EXPLAINER

March 8, 2021

SENATE MAJORITY LEADER

CHUCK SCHUMER

UNITED STATES SENATOR FOR NEW YORK

MARCH 8, 2021

THE AMERICAN RESCUE PLAN

NEW YORK STATE AND
LOCAL AID EXPLAINER

SENATOR SCHUMER SECURED \$360 BILLION IN FUNDING FOR STATE AND LOCAL FISCAL RELIEF.

Within this amount, Schumer secured \$12.6 billion in direct state fiscal relief for New York's state government.

Similarly, New York's metropolitan cities will get \$6.14 billion, counties will receive \$3.9 billion, and smaller cities, towns and villages will receive \$825 million. New York State will also receive \$358 million from the state and local fund for building out broadband infrastructure. It is estimated that New York State's agencies and authorities will receive over \$30 billion from the American Rescue Plan, on top of the funds from the state and local fiscal relief fund.

Estimates use 2019 Census data to identify populations eligible for assistance. Projected amounts may be distributed to more nonentitlement governments than are listed in the breakdown to the extent that eligible nonentitlement governments have overlapping populations.

PLEASE NOTE: What this means is that village AND town governments will be receiving a direct allocation of federal assistance, as intended by the legislation, but village amounts are not included because of the complications of calculating those amounts until a process is put in place to divvy up funds between overlapping governments. Identification of eligible governments and distribution of assistance across units with overlapping populations will be decided by the Department of Treasury in implementation.

Eligible Uses of Funds by state and local governments:

- **Costs associated with responding to the COVID-19** public health emergency or its negative economic impacts, including but not limited to, assistance to households, small businesses, and nonprofits or aid to impacted industries such as tourism, travel, and hospitality.
- **To support workers performing essential work during the COVID-19** public health emergency by providing premium pay to eligible workers or by providing grants to eligible employers that have eligible workers who perform essential work.
- **To cover revenue losses caused by the COVID-19** public health emergency.
- **To make necessary investments** in water, sewer, or broadband infrastructure.
- Funds may **NOT** be used by states or localities to cover the costs of pension funds. States may **NOT** use funds to offset a reduction in taxes.

PLEASE SEE ATTACHED EXCEL FOR NEW YORK STATE BREAKDOWNS

Metro City Allocation Projections

Below shows the estimated totals in millions of direct federal aid to metro cities in New York.

Metro City	Allocation
Albany	85.28
Amherst	15.53
Auburn	22.18
Babylon	27.25
Binghamton	48.32
Brookhaven Town	55.49
Buffalo	350.05
Cheektowaga	26.14
Colonie	8.88
Dunkirk	11.59
Elmira	30.83
Glens Falls	12.23
Greece	10.61
Hamburg	10.44
Huntington	21.61
Irondequoit	22.85
Islip	50.80
Ithaca	17.02
Jamestown	29.87

Kingston	18.66
Middletown	12.38
Mount Vernon	42.63
New Rochelle	36.19
New York	4,329.80
Newburgh	21.76
Niagara Falls	59.48
Poughkeepsie	20.77
Rochester	206.83
Rome	25.94
Saratoga Springs	7.70
Schenectady	57.84
Syracuse	126.17
Tonawanda	42.41
Troy	45.60
Union	31.94
Utica	63.99
Watertown	22.95
White Plains	21.98
Yonkers	88.89

County-by-County Allocation Projections

Below shows the estimated totals in millions of direct federal aid to each county in New York.

County	Allocation
Albany County	59.25
Allegany County	8.94
Bronx County	275.05
Broome County	36.94
Cattaraugus County	14.76
Cayuga County	14.85
Chautauqua County	24.61
Chemung County	16.19
Chenango County	9.16
Clinton County	15.61
Columbia County	11.53
Cortland County	9.23
Delaware County	8.56
Dutchess County	57.06
Erie County	178.18
Essex County	7.15
Franklin County	9.70
Fulton County	10.35
Genesee County	11.11
Greene County	9.15
Hamilton County	0.86
Herkimer County	11.89
Jefferson County	21.30
Kings County	496.48
Lewis County	5.10

Livingston County	12.20
Madison County	13.76
Monroe County	143.86
Montgomery County	9.55
Nassau County	397.70
New York County	315.88
Niagara County	40.59
Oneida County	44.35
Onondaga County	89.32
Ontario County	21.29
Orange County	74.66
Orleans County	7.83
Oswego County	22.72
Otsego County	11.54
Putnam County	19.07
Queens County	437.12
Rensselaer County	30.78
Richmond County	92.35
Rockland County	63.18
St. Lawrence County	20.90
Saratoga County	44.58
Schenectady County	30.12
Schoharie County	6.01
Schuyler County	3.45
Seneca County	6.60

Steuben County	18.50
Suffolk County	286.38
Sullivan County	14.63
Tioga County	9.35
Tompkins County	19.82
Ulster County	34.44

Warren County	12.40
Washington County	11.87
Wayne County	17.44
Westchester County	187.64
Wyoming County	7.73
Yates County	4.83

Other Non-Counties (nonentitlement communities) Allocation Projections

Below shows the estimated totals in millions. Please refer to the note above on page one regarding overlapping governments. All towns and villages will receive a direct allocation of federal aid, even if they are not included on this list. Those allocation amounts are pending the process the Department of Treasury will use in implementation.

Unit	County	Allocation
Adams town	Jefferson County	0.54
Addison town	Steuben County	0.27
Afton town	Chenango County	0.30
Alabama town	Genesee County	0.19
Albion town	Orleans County	0.88
Albion town	Oswego County	0.25
Alden town	Erie County	1.09
Alexander town	Genesee County	0.27
Alexandria town	Jefferson County	0.43
Alfred town	Allegany County	0.55
Allegany town	Cattaraugus County	0.83
Allen town	Allegany County	0.05
Alma town	Allegany County	0.09
Almond town	Allegany County	0.17

Altona town	Clinton County	0.32
Amboy town	Oswego County	0.14
Amenia town	Dutchess County	0.48
Amity town	Allegany County	0.23
Amsterdam city	Montgomery County	1.95
Amsterdam town	Montgomery County	0.66
Ancram town	Columbia County	0.16
Andes town	Delaware County	0.13
Andover town	Allegany County	0.19
Angelica town	Allegany County	0.15
Annsville town	Oneida County	0.32
Antwerp town	Jefferson County	0.19
Arcade town	Wyoming County	0.45
Arcadia town	Wayne County	1.48
Argyle town	Washington County	0.40

Arietta town	Hamilton County	0.03
Arkwright town	Chautauqua County	0.11
Ashford town	Cattaraugus County	0.22
Ashland town	Greene County	0.08
Ashland town	Chemung County	0.17
Athens town	Greene County	0.43
Attica town	Wyoming County	0.76
Au Sable town	Clinton County	0.33
Augusta town	Oneida County	0.22
Aurelius town	Cayuga County	0.29
Aurora town	Erie County	1.51
Austerlitz town	Columbia County	0.17
Ava town	Oneida County	0.08
Avoca town	Steuben County	0.24
Avon town	Livingston County	0.75
Bainbridge town	Chenango County	0.35
Baldwin town	Chemung County	0.09
Ballston town	Saratoga County	1.26

Bangor town	Franklin County	0.25
Barker town	Broome County	0.28
Barre town	Orleans County	0.21
Barrington town	Yates County	0.18
Barton town	Tioga County	0.92
Batavia city	Genesee County	1.58
Batavia town	Genesee County	0.75
Bath town	Steuben County	1.31
Beacon city	Dutchess County	1.53
Bedford town	Westchester County	1.94
Beekman town	Dutchess County	1.58
Beekmantown town	Clinton County	0.60
Belfast town	Allegany County	0.17
Bellmont town	Franklin County	0.15
Bennington town	Wyoming County	0.35
Benson town	Hamilton County	0.02
Benton town	Yates County	0.30
Bergen town	Genesee County	0.32

Berkshire town	Tioga County	0.15
Berlin town	Rensselaer County	0.20
Berne town	Albany County	0.30
Bethany town	Genesee County	0.19
Bethel town	Sullivan County	0.46
Bethlehem town	Albany County	3.83
Big Flats town	Chemung County	0.83
Birdsall town	Allegany County	0.02
Black Brook town	Clinton County	0.16
Bleecker town	Fulton County	0.05
Blenheim town	Schoharie County	0.04
Blooming Grove town	Orange County	1.93
Bolivar town	Allegany County	0.22
Bolton town	Warren County	0.25
Bombay town	Franklin County	0.14
Boonville town	Oneida County	0.49
Boston town	Erie County	0.89
Bovina town	Delaware County	0.06

Boylston town	Oswego County	0.06
Bradford town	Steuben County	0.09
Brandon town	Franklin County	0.06
Brant town	Erie County	0.23
Brasher town	St. Lawrence County	0.26
Bridgewater town	Oneida County	0.16
Brighton town	Franklin County	0.16
Brighton town	Monroe County	3.94
Bristol town	Ontario County	0.24
Broadalbin town	Fulton County	0.57
Brookfield town	Madison County	0.26
Broome town	Schoharie County	0.11
Brownville town	Jefferson County	0.66
Brunswick town	Rensselaer County	1.43
Brutus town	Cayuga County	0.46
Burke town	Franklin County	0.16
Burlington town	Otsego County	0.12

Burns town	Allegany County	0.12
Busti town	Chautauqua County	0.78
Butler town	Wayne County	0.21
Butternuts town	Otsego County	0.18
Byron town	Genesee County	0.25
Cairo town	Greene County	0.70
Caledonia town	Livingston County	0.45
Callicoon town	Sullivan County	0.32
Cambria town	Niagara County	0.63
Cambridge town	Washington County	0.21
Camden town	Oneida County	0.53
Cameron town	Steuben County	0.10
Camillus town	Onondaga County	2.64
Campbell town	Steuben County	0.35
Canaan town	Columbia County	0.18
Canadice town	Ontario County	0.18
Canajoharie town	Montgomery County	0.39
Canandaigua city	Ontario County	1.11

Canandaigua town	Ontario County	1.24
Candor town	Tioga County	0.55
Caneadea town	Allegany County	0.25
Canisteo town	Steuben County	0.35
Canton town	St. Lawrence County	1.21
Cape Vincent town	Jefferson County	0.29
Carlisle town	Schoharie County	0.20
Carlton town	Orleans County	0.31
Carmel town	Putnam County	3.74
Caroga town	Fulton County	0.13
Caroline town	Tompkins County	0.36
Carroll town	Chautauqua County	0.37
Carrollton town	Cattaraugus County	0.13
Castile town	Wyoming County	0.30
Catharine town	Schuyler County	0.18
Catlin town	Chemung County	0.27
Cato town	Cayuga County	0.27

Caton town	Steuben County	0.23
Catskill town	Greene County	1.24
Cayuta town	Schuyler County	0.06
Cazenovia town	Madison County	0.77
Centerville town	Allegany County	0.09
Champion town	Jefferson County	0.47
Champlain town	Clinton County	0.62
Charleston town	Montgomery County	0.14
Charlotte town	Chautauqua County	0.18
Charlton town	Saratoga County	0.46
Chateaugay town	Franklin County	0.21
Chatham town	Columbia County	0.42
Chautauqua town	Chautauqua County	0.46
Chazy town	Clinton County	0.46
Chemung town	Chemung County	0.27
Chenango town	Broome County	1.15
Cherry Creek town	Chautauqua County	0.11

Cherry Valley town	Otsego County	0.13
Chester town	Orange County	1.34
Chester town	Warren County	0.36
Chesterfield town	Essex County	0.26
Chili town	Monroe County	3.13
Cicero town	Onondaga County	3.37
Cincinnatus town	Cortland County	0.11
Clare town	St. Lawrence County	0.01
Clarence town	Erie County	3.61
Clarendon town	Orleans County	0.38
Clarkson town	Monroe County	0.78
Clarkstown town	Rockland County	9.46
Clarksville town	Allegany County	0.12
Claverack town	Columbia County	0.62
Clay town	Onondaga County	6.50
Clayton town	Jefferson County	0.52
Clermont town	Columbia County	0.20

Clifton Park town	Saratoga County	3.99
Clifton town	St. Lawrence County	0.08
Clinton town	Clinton County	0.08
Clinton town	Dutchess County	0.46
Clymer town	Chautauqua County	0.18
Cobleskill town	Schoharie County	0.68
Cochecton town	Sullivan County	0.14
Coeymans town	Albany County	0.80
Cohocton town	Steuben County	0.27
Cohoes city	Albany County	1.83
Colchester town	Delaware County	0.21
Colden town	Erie County	0.37
Coldspring town	Cattaraugus County	0.07
Colesville town	Broome County	0.54
Collins town	Erie County	0.69
Colton town	St. Lawrence County	0.15
Columbia town	Herkimer County	0.17

Columbus town	Chenango County	0.10
Concord town	Erie County	0.93
Conesus town	Livingston County	0.26
Conesville town	Schoharie County	0.08
Conewango town	Cattaraugus County	0.20
Conklin town	Broome County	0.56
Conquest town	Cayuga County	0.19
Constable town	Franklin County	0.17
Constantia town	Oswego County	0.53
Copake town	Columbia County	0.37
Corinth town	Saratoga County	0.70
Corning city	Steuben County	1.16
Corning town	Steuben County	0.68
Cornwall town	Orange County	1.37
Cortland city	Cortland County	2.05
Cortlandt town	Westchester County	4.64
Cortlandville town	Cortland County	0.89

Coventry town	Chenango County	0.17
Covert town	Seneca County	0.23
Covington town	Wyoming County	0.13
Coxsackie town	Greene County	0.91
Crawford town	Orange County	1.01
Croghan town	Lewis County	0.33
Crown Point town	Essex County	0.21
Cuba town	Allegany County	0.34
Cuyler town	Cortland County	0.10
Danby town	Tompkins County	0.37
Dannemora town	Clinton County	0.49
Dansville town	Steuben County	0.20
Danube town	Herkimer County	0.11
Darien town	Genesee County	0.33
Davenport town	Delaware County	0.30
Day town	Saratoga County	0.09
Dayton town	Cattaraugus County	0.20
De Kalb town	St. Lawrence County	0.25

De Peyster town	St. Lawrence County	0.12
De Witt town	Onondaga County	2.75
DeRuyter town	Madison County	0.17
Decatur town	Otsego County	0.04
Deerfield town	Oneida County	0.45
Deerpark town	Orange County	0.85
Delaware town	Sullivan County	0.28
Delhi town	Delaware County	0.51
Denmark town	Lewis County	0.31
Denning town	Ulster County	0.06
Deposit town	Delaware County	0.17
Diana town	Lewis County	0.18
Dickinson town	Franklin County	0.09
Dickinson town	Broome County	0.55
Dix town	Schuyler County	0.43
Dover town	Dutchess County	0.92
Dresden town	Washington County	0.07
Dryden town	Tompkins County	1.56

Duane town	Franklin County	0.02
Duanesburg town	Schenectady County	0.69
Dunkirk town	Chautauqua County	0.14
Durham town	Greene County	0.29
Eagle town	Wyoming County	0.13
East Bloomfield town	Ontario County	0.39
East Fishkill town	Dutchess County	3.24
East Greenbush town	Rensselaer County	1.78
East Hampton town	Suffolk County	2.42
East Otto town	Cattaraugus County	0.11
East Rochester town	Monroe County	0.71
Eastchester town	Westchester County	3.61
Easton town	Washington County	0.25
Eaton town	Madison County	0.53
Eden town	Erie County	0.83
Edinburg town	Saratoga County	0.13
Edmeston town	Otsego County	0.19
Edwards town	St. Lawrence County	0.12

Elba town	Genesee County	0.25
Elbridge town	Onondaga County	0.62
Elizabethtown town	Essex County	0.12
Ellenburg town	Clinton County	0.18
Ellery town	Chautauqua County	0.47
Ellicott town	Chautauqua County	0.91
Ellicottville town	Cattaraugus County	0.17
Ellington town	Chautauqua County	0.17
Ellisburg town	Jefferson County	0.37
Elma town	Erie County	1.29
Elmira town	Chemung County	0.71
Enfield town	Tompkins County	0.37
Ephratah town	Fulton County	0.17
Erin town	Chemung County	0.20
Erwin town	Steuben County	0.89
Esopus town	Ulster County	0.96
Esperance town	Schoharie County	0.21
Essex town	Essex County	0.07

Evans town	Erie County	1.77
Exeter town	Otsego County	0.10
Fabius town	Onondaga County	0.21
Fairfield town	Herkimer County	0.17
Fallsburg town	Sullivan County	1.43
Farmersville town	Cattaraugus County	0.12
Farmington town	Ontario County	1.51
Fayette town	Seneca County	0.41
Fenner town	Madison County	0.18
Fenton town	Broome County	0.68
Fine town	St. Lawrence County	0.16
Fishkill town	Dutchess County	2.64
Fleming town	Cayuga County	0.28
Florence town	Oneida County	0.12
Florida town	Montgomery County	0.31
Floyd town	Oneida County	0.41
Forestburgh town	Sullivan County	0.09
Forestport town	Oneida County	0.17
Fort Ann town	Washington County	0.66

Fort Covington town	Franklin County	0.18
Fort Edward town	Washington County	0.67
Fowler town	St. Lawrence County	0.23
Frankfort town	Herkimer County	0.79
Franklin town	Delaware County	0.25
Franklin town	Franklin County	0.12
Franklinville town	Cattaraugus County	0.31
Freedom town	Cattaraugus County	0.25
Freetown town	Cortland County	0.08
Fremont town	Sullivan County	0.15
Fremont town	Steuben County	0.10
French Creek town	Chautauqua County	0.09
Friendship town	Allegany County	0.21
Fulton city	Oswego County	1.22
Fulton town	Schoharie County	0.15
Gaines town	Orleans County	0.35

Gainesville town	Wyoming County	0.23
Galen town	Wayne County	0.45
Gallatin town	Columbia County	0.17
Galway town	Saratoga County	0.39
Gardiner town	Ulster County	0.61
Gates town	Monroe County	3.10
Geddes town	Onondaga County	1.79
Genesee Falls town	Wyoming County	0.05
Genesee town	Allegany County	0.18
Geneseo town	Livingston County	1.17
Geneva city	Seneca County	0.00
Geneva city	Ontario County	1.39
Geneva town	Ontario County	0.37
Genoa town	Cayuga County	0.21
Georgetown town	Madison County	0.09
German Flatts town	Herkimer County	1.36
German town	Chenango County	0.04
Germantown town	Columbia County	0.20

Gerry town	Chautauqua County	0.20
Ghent town	Columbia County	0.56
Gilboa town	Schoharie County	0.14
Glen Cove city	Nassau County	2.98
Glen town	Montgomery County	0.27
Glenville town	Schenectady County	3.21
Gloversville city	Fulton County	1.62
Gorham town	Ontario County	0.46
Goshen town	Orange County	1.56
Gouverneur town	St. Lawrence County	0.76
Grafton town	Rensselaer County	0.24
Granby town	Oswego County	0.71
Grand Island town	Erie County	2.35
Granger town	Allegany County	0.06
Granville town	Washington County	0.71
Great Valley town	Cattaraugus County	0.21
Green Island town	Albany County	0.29

Greenburgh town	Westchester County	9.98
Greene town	Chenango County	0.55
Greenfield town	Saratoga County	0.85
Greenport town	Columbia County	0.46
Greenville town	Orange County	0.52
Greenville town	Greene County	0.39
Greenwich town	Washington County	0.53
Greenwood town	Steuben County	0.08
Greig town	Lewis County	0.13
Groton town	Tompkins County	0.64
Grove town	Allegany County	0.06
Groveland town	Livingston County	0.35
Guilderland town	Albany County	3.92
Guilford town	Chenango County	0.31
Hadley town	Saratoga County	0.22
Hague town	Warren County	0.07
Halcott town	Greene County	0.03
Halfmoon town	Saratoga County	2.70

Hamden town	Delaware County	0.13
Hamilton town	Madison County	0.71
Hamlin town	Monroe County	0.98
Hammond town	St. Lawrence County	0.13
Hampton town	Washington County	0.10
Hamptonburgh town	Orange County	0.61
Hancock town	Delaware County	0.33
Hannibal town	Oswego County	0.50
Hanover town	Chautauqua County	0.72
Hardenburgh town	Ulster County	0.03
Harford town	Cortland County	0.10
Harmony town	Chautauqua County	0.23
Harpersfield town	Delaware County	0.16
Harrietstown town	Franklin County	0.60
Harrisburg town	Lewis County	0.05
Harrison town	Westchester County	3.17
Hartford town	Washington County	0.24

Hartland town	Niagara County	0.44
Hartsville town	Steuben County	0.06
Hartwick town	Otsego County	0.22
Hastings town	Oswego County	1.01
Haverstraw town	Rockland County	4.06
Hebron town	Washington County	0.20
Hector town	Schuyler County	0.54
Hempstead town	Nassau County	84.13
Henderson town	Jefferson County	0.14
Henrietta town	Monroe County	4.76
Herkimer town	Herkimer County	1.05
Hermon town	St. Lawrence County	0.11
Highland town	Sullivan County	0.27
Highlands town	Orange County	1.34
Hillsdale town	Columbia County	0.20
Hinsdale town	Cattaraugus County	0.22
Holland town	Erie County	0.37

Homer town	Cortland County	0.68
Hoosick town	Rensselaer County	0.74
Hope town	Hamilton County	0.04
Hopewell town	Ontario County	0.40
Hopkinton town	St. Lawrence County	0.11
Horicon town	Warren County	0.15
Hornby town	Steuben County	0.18
Hornell city	Steuben County	0.91
Hornellsville town	Steuben County	0.44
Horseheads town	Chemung County	2.07
Hounsfield town	Jefferson County	0.37
Howard town	Steuben County	0.15
Hudson city	Columbia County	0.67
Hume town	Allegany County	0.22
Humphrey town	Cattaraugus County	0.07
Hunter town	Greene County	0.29
Hurley town	Ulster County	0.66
Huron town	Wayne County	0.22

Hyde Park town	Dutchess County	2.29
Independence town	Allegany County	0.12
Indian Lake town	Hamilton County	0.14
Inlet town	Hamilton County	0.03
Ira town	Cayuga County	0.24
Ischua town	Cattaraugus County	0.09
Italy town	Yates County	0.13
Jackson town	Washington County	0.19
Jasper town	Steuben County	0.15
Java town	Wyoming County	0.22
Jay town	Essex County	0.26
Jefferson town	Schoharie County	0.16
Jerusalem town	Yates County	0.50
Jewett town	Greene County	0.10
Johnsburg town	Warren County	0.25
Johnstown city	Fulton County	0.90
Johnstown town	Fulton County	0.80
Junius town	Seneca County	0.16
Keene town	Essex County	0.12
Kendall town	Orleans County	0.29

Kent town	Putnam County	1.44
Kiantone town	Chautauqua County	0.14
Kinderhook town	Columbia County	0.89
Kingsbury town	Washington County	1.35
Kingston town	Ulster County	0.10
Kirkland town	Oneida County	1.10
Kirkwood town	Broome County	0.60
Knox town	Albany County	0.29
Kortright town	Delaware County	0.17
La Grange town	Dutchess County	1.71
LaFayette town	Onondaga County	0.53
Lackawanna city	Erie County	1.94
Lake George town	Warren County	0.37
Lake Luzerne town	Warren County	0.36
Lake Pleasant town	Hamilton County	0.08
Lancaster town	Erie County	4.75
Lansing town	Tompkins County	1.28
Lapeer town	Cortland County	0.08

Laurens town	Otsego County	0.25
Lawrence town	St. Lawrence County	0.20
Le Ray town	Jefferson County	2.30
Le Roy town	Genesee County	0.81
Lebanon town	Madison County	0.14
Ledyard town	Cayuga County	0.20
Lee town	Oneida County	0.70
Leicester town	Livingston County	0.23
Lenox town	Madison County	0.97
Leon town	Cattaraugus County	0.14
Lewis town	Essex County	0.14
Lewis town	Lewis County	0.09
Lewisboro town	Westchester County	1.37
Lewiston town	Niagara County	1.73
Lexington town	Greene County	0.08
Leyden town	Lewis County	0.19
Liberty town	Sullivan County	1.04
Lima town	Livingston County	0.44
Lincklaen town	Chenango County	0.04

Lincoln town	Madison County	0.21
Lindley town	Steuben County	0.21
Lisbon town	St. Lawrence County	0.44
Lisle town	Broome County	0.29
Litchfield town	Herkimer County	0.16
Little Falls city	Herkimer County	0.51
Little Falls town	Herkimer County	0.16
Little Valley town	Cattaraugus County	0.18
Livingston town	Columbia County	0.38
Livonia town	Livingston County	0.83
Lloyd town	Ulster County	1.15
Locke town	Cayuga County	0.21
Lockport city	Niagara County	2.23
Lockport town	Niagara County	2.18
Lodi town	Seneca County	0.17
Long Beach city	Nassau County	3.67
Long Lake town	Hamilton County	0.07
Lorraine town	Jefferson County	0.11

Louisville town	St. Lawrence County	0.33
Lowville town	Lewis County	0.53
Lumberland town	Sullivan County	0.26
Lyme town	Jefferson County	0.23
Lyndon town	Cattaraugus County	0.07
Lyons town	Wayne County	0.59
Lyonsdale town	Lewis County	0.13
Lysander town	Onondaga County	2.51
Macedon town	Wayne County	0.97
Machias town	Cattaraugus County	0.25
Macomb town	St. Lawrence County	0.10
Madison town	Madison County	0.32
Madrid town	St. Lawrence County	0.18
Maine town	Broome County	0.55
Malone town	Franklin County	1.54
Malta town	Saratoga County	1.78
Mamakating town	Sullivan County	1.25
Mamaroneck town	Westchester County	3.24

Manchester town	Ontario County	1.00
Manheim town	Herkimer County	0.35
Manlius town	Onondaga County	3.47
Mansfield town	Cattaraugus County	0.09
Marathon town	Cortland County	0.20
Marbletown town	Ulster County	0.60
Marcellus town	Onondaga County	0.66
Marcy town	Oneida County	1.04
Marilla town	Erie County	0.59
Marion town	Wayne County	0.50
Marlborough town	Ulster County	0.94
Marshall town	Oneida County	0.23
Martinsburg town	Lewis County	0.15
Maryland town	Otsego County	0.20
Masonville town	Delaware County	0.14
Massena town	St. Lawrence County	1.32
Mayfield town	Fulton County	0.68
McDonough town	Chenango County	0.09
Mechanicville city	Saratoga County	0.55

Mendon town	Monroe County	1.01
Mentz town	Cayuga County	0.25
Meredith town	Delaware County	0.16
Mexico town	Oswego County	0.56
Middleburgh town	Schoharie County	0.39
Middlebury town	Wyoming County	0.15
Middlefield town	Otsego County	0.22
Middlesex town	Yates County	0.16
Middletown town	Delaware County	0.38
Milan town	Dutchess County	0.26
Milford town	Otsego County	0.31
Milo town	Yates County	0.74
Milton town	Saratoga County	2.12
Mina town	Chautauqua County	0.11
Minden town	Montgomery County	0.46
Minerva town	Essex County	0.08
Minetto town	Oswego County	0.17
Minisink town	Orange County	0.49

Mohawk town	Montgomery County	0.41
Moir town	Franklin County	0.30
Monroe town	Orange County	2.17
Montague town	Lewis County	0.01
Montezuma town	Cayuga County	0.13
Montgomery town	Orange County	2.64
Montour town	Schuyler County	0.24
Mooers town	Clinton County	0.39
Moravia town	Cayuga County	0.38
Moreau town	Saratoga County	1.70
Morehouse town	Hamilton County	0.01
Moriah town	Essex County	0.49
Morris town	Otsego County	0.19
Morristown town	St. Lawrence County	0.21
Mount Hope town	Orange County	0.73
Mount Kisco town	Westchester County	1.18
Mount Morris town	Livingston County	0.46
Mount Pleasant town	Westchester County	4.93

Murray town	Orleans County	0.51
Nanticoke town	Broome County	0.18
Naples town	Ontario County	0.27
Napoli town	Cattaraugus County	0.15
Nassau town	Rensselaer County	0.52
Nelson town	Madison County	0.21
Neversink town	Sullivan County	0.38
New Albion town	Cattaraugus County	0.20
New Baltimore town	Greene County	0.36
New Berlin town	Chenango County	0.28
New Bremen town	Lewis County	0.29
New Castle town	Westchester County	1.95
New Hartford town	Oneida County	2.39
New Haven town	Oswego County	0.31
New Hudson town	Allegany County	0.08
New Lebanon town	Columbia County	0.24

New Lisbon town	Otsego County	0.11
New Paltz town	Ulster County	1.54
New Scotland town	Albany County	0.95
New Windsor town	Orange County	3.04
Newark Valley town	Tioga County	0.41
Newburgh city	Orange County	3.09
Newcomb town	Essex County	0.04
Newfane town	Niagara County	1.00
Newfield town	Tompkins County	0.56
Newport town	Herkimer County	0.24
Newstead town	Erie County	0.95
Niagara town	Niagara County	0.88
Nichols town	Tioga County	0.27
Niles town	Cayuga County	0.13
Niskayuna town	Schenectady County	2.45
Norfolk town	St. Lawrence County	0.49
North Castle town	Westchester County	1.34
North Collins town	Erie County	0.38

North Dansville town	Livingston County	0.57
North East town	Dutchess County	0.32
North Elba town	Essex County	0.88
North Greenbush town	Rensselaer County	1.34
North Harmony town	Chautauqua County	0.24
North Hempstead town	Nassau County	25.33
North Hudson town	Essex County	0.03
North Norwich town	Chenango County	0.19
North Salem town	Westchester County	0.56
North Tonawanda city	Niagara County	3.32
Northampton town	Fulton County	0.28
Northumberland town	Saratoga County	0.56
Norway town	Herkimer County	0.08
Norwich city	Chenango County	0.72
Norwich town	Chenango County	0.40
Nunda town	Livingston County	0.32

Oakfield town	Genesee County	0.33
Ogden town	Monroe County	2.25
Ogdensburg city	St. Lawrence County	1.14
Ohio town	Herkimer County	0.11
Olean city	Cattaraugus County	1.47
Olean town	Cattaraugus County	0.21
Olive town	Ulster County	0.47
Oneida city	Madison County	1.19
Oneonta city	Otsego County	1.53
Oneonta town	Otsego County	0.54
Onondaga town	Onondaga County	2.46
Ontario town	Wayne County	1.12
Oppenheim town	Fulton County	0.21
Orange town	Schuyler County	0.15
Orangetown town	Rockland County	5.47
Orangeville town	Wyoming County	0.14
Orchard Park town	Erie County	3.25
Orleans town	Jefferson County	0.29

Orwell town	Oswego County	0.13
Osceola town	Lewis County	0.02
Ossian town	Livingston County	0.08
Ossining town	Westchester County	4.14
Oswegatchie town	St. Lawrence County	0.47
Oswego city	Oswego County	1.89
Oswego town	Oswego County	0.83
Otego town	Otsego County	0.32
Otisco town	Onondaga County	0.28
Otsego town	Otsego County	0.41
Otselic town	Chenango County	0.11
Otto town	Cattaraugus County	0.08
Ovid town	Seneca County	0.25
Owasco town	Cayuga County	0.40
Owego town	Tioga County	2.05
Oxford town	Chenango County	0.40
Oyster Bay town	Nassau County	32.73
Palatine town	Montgomery County	0.35

Palermo town	Oswego County	0.39
Palm Tree town	Orange County	2.95
Palmyra town	Wayne County	0.82
Pamelia town	Jefferson County	0.32
Paris town	Oneida County	0.46
Parish town	Oswego County	0.27
Parishville town	St. Lawrence County	0.22
Parma town	Monroe County	1.73
Patterson town	Putnam County	1.30
Pavilion town	Genesee County	0.26
Pawling town	Dutchess County	0.90
Peekskill city	Westchester County	2.66
Pelham town	Westchester County	1.37
Pembroke town	Genesee County	0.45
Pendleton town	Niagara County	0.75
Penfield town	Monroe County	4.09
Perinton town	Monroe County	5.13

Perry town	Wyoming County	0.48
Perrysburg town	Cattaraugus County	0.17
Persia town	Cattaraugus County	0.25
Perth town	Fulton County	0.38
Peru town	Clinton County	0.76
Petersburgh town	Rensselaer County	0.16
Pharsalia town	Chenango County	0.06
Phelps town	Ontario County	0.74
Philadelphia town	Jefferson County	0.20
Philipstown town	Putnam County	1.06
Piercefield town	St. Lawrence County	0.03
Pierrepoint town	St. Lawrence County	0.27
Pike town	Wyoming County	0.12
Pinckney town	Lewis County	0.03
Pine Plains town	Dutchess County	0.26
Pitcairn town	St. Lawrence County	0.09
Pitcher town	Chenango County	0.08
Pittsfield town	Otsego County	0.14

Pittsford town	Monroe County	3.22
Pittstown town	Rensselaer County	0.61
Plainfield town	Otsego County	0.10
Plattekill town	Ulster County	1.12
Plattsburgh city	Clinton County	2.14
Plattsburgh town	Clinton County	1.31
Pleasant Valley town	Dutchess County	1.06
Plymouth town	Chenango County	0.19
Poestenkill town	Rensselaer County	0.49
Poland town	Chautauqua County	0.24
Pomfret town	Chautauqua County	1.52
Pompey town	Onondaga County	0.80
Port Jervis city	Orange County	0.94
Portage town	Livingston County	0.09
Porter town	Niagara County	0.72
Portland town	Chautauqua County	0.51
Portville town	Cattaraugus County	0.39

Potsdam town	St. Lawrence County	1.69
Potter town	Yates County	0.20
Poughkeepsie city	Dutchess County	3.35
Pound Ridge town	Westchester County	0.56
Prattsburgh town	Steuben County	0.21
Prattsville town	Greene County	0.08
Preble town	Cortland County	0.14
Preston town	Chenango County	0.11
Princetown town	Schenectady County	0.23
Providence town	Saratoga County	0.23
Pulteney town	Steuben County	0.14
Putnam Valley town	Putnam County	1.26
Putnam town	Washington County	0.06
Queensbury town	Warren County	3.00
Ramapo town	Rockland County	15.07
Randolph town	Cattaraugus County	0.27
Rathbone town	Steuben County	0.12

Reading town	Schuyler County	0.18
Red Hook town	Dutchess County	1.22
Red House town	Cattaraugus County	0.00
Redfield town	Oswego County	0.06
Remsen town	Oneida County	0.21
Rensselaer city	Rensselaer County	1.01
Rensselaerville town	Albany County	0.20
Rhinebeck town	Dutchess County	0.86
Richfield town	Otsego County	0.25
Richford town	Tioga County	0.12
Richland town	Oswego County	0.61
Richmond town	Ontario County	0.35
Richmondville town	Schoharie County	0.27
Ridgeway town	Orleans County	0.69
Riga town	Monroe County	0.62
Ripley town	Chautauqua County	0.25
Riverhead town	Suffolk County	3.67
Rochester town	Ulster County	0.79

Rockland town	Sullivan County	0.40
Rodman town	Jefferson County	0.12
Romulus town	Seneca County	0.46
Root town	Montgomery County	0.18
Rose town	Wayne County	0.25
Roseboom town	Otsego County	0.07
Rosendale town	Ulster County	0.63
Rossie town	St. Lawrence County	0.09
Rotterdam town	Schenectady County	3.29
Roxbury town	Delaware County	0.25
Royalton town	Niagara County	0.82
Rush town	Monroe County	0.38
Rushford town	Allegany County	0.12
Russell town	St. Lawrence County	0.20
Russia town	Herkimer County	0.27
Rutland town	Jefferson County	0.32
Rye city	Westchester County	1.72
Rye town	Westchester County	5.09

Salamanca city	Cattaraugus County	0.59
Salamanca town	Cattaraugus County	0.05
Salem town	Washington County	0.29
Salina town	Onondaga County	3.54
Salisbury town	Herkimer County	0.20
Sand Lake town	Rensselaer County	0.92
Sandy Creek town	Oswego County	0.41
Sanford town	Broome County	0.25
Sangerfield town	Oneida County	0.27
Santa Clara town	Franklin County	0.04
Saranac town	Clinton County	0.43
Saratoga town	Saratoga County	0.62
Sardinia town	Erie County	0.31
Saugerties town	Ulster County	2.09
Savannah town	Wayne County	0.18
Scarsdale town	Westchester County	1.96
Schaghticoke town	Rensselaer County	0.82
Schodack town	Rensselaer County	1.44

Schoharie town	Schoharie County	0.33
Schroeppel town	Oswego County	0.89
Schroon town	Essex County	0.17
Schuyler Falls town	Clinton County	0.56
Schuyler town	Herkimer County	0.36
Scio town	Allegany County	0.19
Scipio town	Cayuga County	0.18
Scott town	Cortland County	0.12
Scriba town	Oswego County	0.71
Sempronius town	Cayuga County	0.10
Seneca Falls town	Seneca County	0.95
Seneca town	Ontario County	0.29
Sennett town	Cayuga County	0.37
Seward town	Schoharie County	0.18
Shandaken town	Ulster County	0.32
Sharon town	Schoharie County	0.19
Shawangunk town	Ulster County	1.52

Shelby town	Orleans County	0.55
Sheldon town	Wyoming County	0.25
Shelter Island town	Suffolk County	0.27
Sherburne town	Chenango County	0.42
Sheridan town	Chautauqua County	0.28
Sherman town	Chautauqua County	0.17
Sidney town	Delaware County	0.58
Skaneateles town	Onondaga County	0.79
Smithfield town	Madison County	0.14
Smithtown town	Suffolk County	12.73
Smithville town	Chenango County	0.14
Smyrna town	Chenango County	0.14
Sodus town	Wayne County	0.88
Solon town	Cortland County	0.12
Somers town	Westchester County	2.37
Somerset town	Niagara County	0.28
South Bristol town	Ontario County	0.17

South Valley town	Cattaraugus County	0.03
Southampton town	Suffolk County	6.41
Southeast town	Putnam County	1.98
Southold town	Suffolk County	2.43
Southport town	Chemung County	1.07
Spafford town	Onondaga County	0.18
Sparta town	Livingston County	0.17
Spencer town	Tioga County	0.32
Springfield town	Otsego County	0.14
Springport town	Cayuga County	0.25
Springwater town	Livingston County	0.25
St. Armand town	Essex County	0.16
St. Johnsville town	Montgomery County	0.28
Stafford town	Genesee County	0.26
Stamford town	Delaware County	0.23
Stanford town	Dutchess County	0.41
Stark town	Herkimer County	0.08

Starkey town	Yates County	0.39
Stephentown town	Rensselaer County	0.31
Sterling town	Cayuga County	0.33
Steuben town	Oneida County	0.12
Stillwater town	Saratoga County	0.98
Stockbridge town	Madison County	0.22
Stockholm town	St. Lawrence County	0.40
Stockport town	Columbia County	0.29
Stockton town	Chautauqua County	0.23
Stony Creek town	Warren County	0.08
Stony Point town	Rockland County	1.68
Stratford town	Fulton County	0.06
Stuyvesant town	Columbia County	0.21
Sullivan town	Madison County	1.66
Summerhill town	Cayuga County	0.13
Summit town	Schoharie County	0.12
Sweden town	Monroe County	1.54
Taghkanic town	Columbia County	0.14

Taylor town	Cortland County	0.05
Theresa town	Jefferson County	0.30
Thompson town	Sullivan County	1.64
Throop town	Cayuga County	0.21
Thurman town	Warren County	0.13
Thurston town	Steuben County	0.14
Ticonderoga town	Essex County	0.52
Tioga town	Tioga County	0.52
Tompkins town	Delaware County	0.13
Tonawanda city	Erie County	1.62
Torrey town	Yates County	0.13
Trenton town	Oneida County	0.49
Triangle town	Broome County	0.30
Troupsburg town	Steuben County	0.14
Truxton town	Cortland County	0.12
Tully town	Onondaga County	0.29
Tupper Lake town	Franklin County	0.63
Turin town	Lewis County	0.08

Tuscarora town	Steuben County	0.16
Tusten town	Sullivan County	0.16
Tuxedo town	Orange County	0.39
Tyre town	Seneca County	0.12
Tyrone town	Schuyler County	0.17
Ulster town	Ulster County	1.38
Ulysses town	Tompkins County	0.53
Unadilla town	Otsego County	0.45
Union Vale town	Dutchess County	0.51
Urbana town	Steuben County	0.24
Van Buren town	Onondaga County	1.47
Van Etten town	Chemung County	0.16
Varick town	Seneca County	0.20
Venice town	Cayuga County	0.15
Vernon town	Oneida County	0.91
Verona town	Oneida County	0.68
Vestal town	Broome County	3.13
Veteran town	Chemung County	0.34
Victor town	Ontario County	1.65

Victory town	Cayuga County	0.17
Vienna town	Oneida County	0.58
Villanova town	Chautauqua County	0.12
Virgil town	Cortland County	0.26
Volney town	Oswego County	0.62
Waddington town	St. Lawrence County	0.24
Wales town	Erie County	0.33
Wallkill town	Orange County	3.18
Walton town	Delaware County	0.56
Walworth town	Wayne County	1.00
Wappinger town	Dutchess County	2.93
Ward town	Allegany County	0.04
Warren town	Herkimer County	0.12
Warrensburg town	Warren County	0.43
Warsaw town	Wyoming County	0.53
Warwick town	Orange County	3.44
Washington town	Dutchess County	0.51
Waterford town	Saratoga County	0.93

Waterloo town	Seneca County	0.80
Watertown town	Jefferson County	0.49
Watervliet city	Albany County	1.09
Watson town	Lewis County	0.20
Waverly town	Franklin County	0.11
Wawarsing town	Ulster County	1.38
Wawayanda town	Orange County	0.80
Wayland town	Steuben County	0.43
Wayne town	Steuben County	0.11
Webb town	Herkimer County	0.20
Webster town	Monroe County	4.95
Wells town	Hamilton County	0.07
Wellsville town	Allegany County	0.76
West Almond town	Allegany County	0.04
West Bloomfield town	Ontario County	0.27
West Monroe town	Oswego County	0.45
West Seneca town	Erie County	4.96

West Sparta town	Livingston County	0.14
West Turin town	Lewis County	0.16
West Union town	Steuben County	0.03
Westerlo town	Albany County	0.36
Western town	Oneida County	0.21
Westfield town	Chautauqua County	0.50
Westford town	Otsego County	0.09
Westmoreland town	Oneida County	0.67
Westport town	Essex County	0.14
Westville town	Franklin County	0.20
Wethersfield town	Wyoming County	0.09
Wheatfield town	Niagara County	1.98
Wheatland town	Monroe County	0.51
Wheeler town	Steuben County	0.14
White Creek town	Washington County	0.36
Whitehall town	Washington County	0.43
Whitestown town	Oneida County	1.98
Willet town	Cortland County	0.11

Williamson town	Wayne County	0.74
Williamstown town	Oswego County	0.14
Willing town	Allegany County	0.13
Willsboro town	Essex County	0.22
Wilmington town	Essex County	0.14
Wilna town	Jefferson County	0.64
Wilson town	Niagara County	0.63
Wilton town	Saratoga County	1.86
Windham town	Greene County	0.18
Windsor town	Broome County	0.65
Winfield town	Herkimer County	0.23
Wirt town	Allegany County	0.11
Wolcott town	Wayne County	0.45
Woodbury town	Orange County	1.29
Woodhull town	Steuben County	0.18
Woodstock town	Ulster County	0.63
Worcester town	Otsego County	0.23
Worth town	Jefferson County	0.02

Wright town	Schoharie County	0.16
Yates town	Orleans County	0.26
York town	Livingston County	0.35
Yorkshire town	Cattaraugus County	0.40
Yorktown town	Westchester County	3.98



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: Morbark Wood Hog
City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
Company Name: Morbark LLC
Company Address: 8507 S Winn Rd, Winn MI 48896
Company Telephone No.: 800-233-6065 Company Fax No.: 989-866-2280
Vendor and/or Service Provider Primary Contact: Barb Maughan Title: DPW Purch Coord
Primary Contact Email: Barbara.maughan@saratoga-springs.org
Service to be Provided: Morbark Wood Hog
Remit Name (If different from above): _____
Remit Address: PO Box 277213 Atlanta, GA 30384-7213

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Morbark Wood Hog, the Vendor and/or Service Provider submitted proposals dated Feb 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 or by 07/16/2021. 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 \$564,182.50, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The 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 Barb Maughan. 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: Barb Maughan
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or

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

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

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

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

D. For projects involving the provision of **professional services**:

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

E. For projects involving any form of **pollution risk or exposure, environmental hazard, asbestos or special circumstances**:

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

F. For **software and technology projects**:

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

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

10. **Indemnification**: The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations**: The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements**: All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety**: The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or

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

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

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

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

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

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

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

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

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

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

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

Vendor and/or Service Provider Signature:  Date: 03/02/2021

Print Name: Erika Snyder Title: Governmental Sales Representative

City of Saratoga Springs' Signature: _____ Date: _____

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

Vendor and/or Service Provider Signature: _____

Date: 03/02/2021

Print Name: Erika Snyder

Title: Governmental Sales Representative

**MORBARK**

Box 1000, Winn, Michigan, 48896

Telephone: 989-866-2381

Fax: 989-866-2280

www.morbark.com**Industrial Equipment Quote****QUOTE IS VALID FOR 30 DAYS**

Sold To: Saratoga Springs Compost Facility
32 Weibel Ave
Saratoga Springs, NY 12866

Ship To: Saratoga Springs Compost Facility
32 Weibel Ave
Saratoga Springs, NY 12866

Quote No: 3400X-0204 **Quote Date:** 2/4/2021 **Customer P.O.:** _____ **Requested:** 120 Days ARO

Contact: _____ **Contact #:** 518-408-7226 **Delivery Instructions:**

Preparer: Erika Snyder / Jesse Spellacy **Terms:** Net 30 Days FOB-Destination

SKU# 58520 - 2021 MORBARK 3400X WOOD HOG**EQUIPMENT AND OPTIONS****STANDARD UNIT:**

- ♣ Hammermill system complete with hammers and inserts
- ♣ Variable speed infeed system consists of one (1) top compression feed roll and live floor
- ♣ Hammermill drive includes all belts, sheaves, bushings and shields
- ♣ Discharge system consisting of a horizontal belt discharging onto a stacking conveyor belt
- ♣ One set of grates (specify grate size)
- ♣ M.I.C.S. (Morbark Integrated Control System) located in the instrument panel
- ♣ One set of Operators Manuals
- ♣ Low-level hydraulic oil tank warning/shut-down
- ♣ Dust suppression system
- ♣ Magnetized end pulley for discharge conveyor
- ♣ Saylor-Beall air compressor with 11-HP Honda motor
- ♣ Remote control with a tethered remote back-up system
- ♣ Hydraulically operated debris containment door
- ♣ Tri-axle trailer with adjustable 5th wheel towing arrangement
- ♣ Caterpillar C18, Tier 4F engine, 800-HP, automatic reversing fan and externally adjustable torque limiter
- ♣ PT Tech HPTO14FX hydraulic clutch and 2-way brake release

Sourcewell #050119-MBI or NYSC#PC68527**TOTAL CALCULATION**

Configured Total =	\$669,982.50
Trade-In of Vermeer HG6000 =	\$128,000.00
PDI =	\$3,500.00
PM Contract 3 year/1500 hour =	\$13,000.00
<u>Non-Taxable</u> Freight Applied =	\$5,700.00
Extended Price =	\$ 564,182.50

**MORBARK**

Box 1000, Winn, Michigan, 48896

Telephone: 989-866-2381

Fax: 989-866-2280

www.morbark.com**Industrial Equipment Quote****QUOTE IS VALID FOR 30 DAYS**

Sold To: Saratoga Springs Compost Facility
32 Weibel Ave
Saratoga Springs, NY 12866

Ship To: Saratoga Springs Compost Facility
32 Weibel Ave
Saratoga Springs, NY 12866

Quote No: 3400X-0204 **Quote Date:** 2/4/2021 **Customer P.O.:** _____ **Requested:** 120 Days ARO

Contact: _____ **Contact #:** 518-408-7226 **Delivery Instructions:**

Preparer: Erika Snyder / Jesse Spellacy **Terms:** Net 30 Days

FOB-Destination

SKU# 58520 - 2021 MORBARK 3400X WOOD HOG**EQUIPMENT AND OPTIONS****STANDARD UNIT:**

- ♣ Hammermill system complete with hammers and inserts
- ♣ Variable speed infeed system consists of one (1) top compression feed roll and live floor
- ♣ Hammermill drive includes all belts, sheaves, bushings and shields
- ♣ Discharge system consisting of a horizontal belt discharging onto a stacking conveyor belt
- ♣ One set of grates (specify grate size)
- ♣ M.I.C.S. (Morbark Integrated Control System) located in the instrument panel
- ♣ One set of Operators Manuals
- ♣ Low-level hydraulic oil tank warning/shut-down
- ♣ Dust suppression system
- ♣ Magnetized end pulley for discharge conveyor
- ♣ Saylor-Beall air compressor with 11-HP Honda motor
- ♣ Remote control with a tethered remote back-up system
- ♣ Hydraulically operated debris containment door
- ♣ Tri-axle trailer with adjustable 5th wheel towing arrangement
- ♣ Caterpillar C18, Tier 4F engine, 800-HP, automatic reversing fan and externally adjustable torque limiter
- ♣ PT Tech HPTO14FX hydraulic clutch and 2-way brake release

Sourcewell #050119-MBI or NYSC#PC68527**TOTAL CALCULATION**

Configured Total =	\$669,982.50
Trade-In of Vermeer HG6000 =	\$128,000.00
PDI =	\$3,500.00
PM Contract 3 year/1500 hour =	\$13,000.00
<u>Non-Taxable</u> Freight Applied =	\$5,700.00
Extended Price =	\$ 564,182.50

Group 40625 – Award PGB-22792, Heavy Equipment

Morbark, LLC

Contractor and Pricing Information

Revised February 28, 2020

Contract #	Contractor & Address	Centralized Contract Contact	Federal ID NYS Vendor ID
NYS Contract: PC68527 Sourcewell (formerly NJPA) Contract: 062117-MBI	Morbark, LLC 8507 S. Winn Rd. P.O. Box 1000 Winn, MI 48896	Wayne Watts Governmental Sales Representative Toll Free Phone: (800) 831-0042 ext. 1420 Phone: (989) 866-2381 Cell: (989) 330-8215 Fax: (989) 866-2280 Email: wayne.watts@morbark.com <u>Emergencies occurring after normal business hours:</u> Ron Earl Service Manager Phone: (989) 620-7000 ron.earl@morbark.com	Federal ID 382805772 NYS Vendor ID 1000044812
Business Hours: Monday – Friday 8:00am – 5:00pm EST			

Contract Pricelist and Discounts

Contract price shall include all customs duties and charges. Shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

Link to Contractor Price List (List Prices): Contact Centralized Contract Contact listed above for price list.

Morbark offers a full line of brush chippers, stump grinders, tub grinders, horizontal grinders, trommel screens, slow-speed shredders, and some whole tree chippers, and Boxer line of mini-skid steers and attachments.

Morbark's Industrial and Tree Care equipment is considered "built-to-order", which it uses a cost/project request process. Contact the above-listed "Centralized Contract Contact" for further details.

Discount from List Price for a single product is 13.5% off base price and options price on Morbark Tree Care (brush chippers, stump grinders) and Boxer (120 Trencher, 300, 500 and 900 series mini-skid steers and attachments) lines of equipment and attachments; 10% off base price and options price on Morbark Industrial line of equipment (horizontal grinders, tub grinders, and trommel screens). Morbark also offers a 10% discount on replacement wear part kits for all of its equipment.

Morbark offers a set volume discount, and will consider a larger discount on large orders of 5 or more machines. Contact the "Centralized Contract Contact" for further details.

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	No
Does Contractor accept the NYS Purchasing Card for orders not to exceed \$50,000?	Yes; maximum purchase of \$50,001.00.
Does Contractor offer Prompt Payment Discounts?	No

NOTE:

Morbark, LLC is the contractor. Purchase orders shall reference the NYS contract number and be issued directly to Morbark, LLC, who shall also invoice and collect payment. Price quotes can be obtained from Morbark directly or from one of Morbark's authorized dealers. Morbark's authorized dealers can obtain quotes from Morbark, and are responsible for: delivery; safety start-up and training of equipment; returning warranty paperwork to Morbark; and providing parts, service, and any warranty work.

Morbark, LLC will continue to assume full responsibility for all the terms and conditions of the contract. All Morbark quotes will have a separate delivery freight charge added to the invoice. The order will be F.O.B. destination.

Further details on the Master Contract, Sourcewell (formerly NJPA) Contract 062117-MBI, are located on Sourcewell's website at:

<https://www.sourcewell-mn.gov/cooperative-purchasing/062117-mbi#tab-contract-documents>

Morbark, LLC Authorized NYS Dealers (For price quotes, delivery, safety start-up and training, and providing parts, service, and any warranty work)					
Tree Care Products					
Dealer Name	Address	Phone	Contact Name/Email/Hours of Availability	FEIN	Small Business (SB)
A. Montano Co.	571 Route 212 Saugerties, NY 12477	(845) 247-0206	Kevin Knaust, Government Sales Manager kevin@amontanoco.com Monday – Friday 7:00am – 5:30pm	141698703	
Abele Tractor & Equipment Co.	72 Everett Road Albany, NY 12205	(518) 438-4444	Lou Taylor, Sales Manager lout@abeletractor.com 8:00am – 5:00pm	141454171	
Beauregard Equipment	14 Gibson Road Scarborough, ME 04074	(207) 883-8370	Adam Labbe, Branch Manager alabbe@beauregardequip.com Monday – Friday 8:00am – 5:00pm	010461781	
Bobcat of Buffalo	6511 South Transit Road Lockport, NY 14094	(716) 625-6092	Mr. Peter Fruendschuh, General Manager peter@bobcatofbuffalo.com Monday – Friday 8:00am – 5:00pm	161557865	
Essco Distributors	1555 Fifth Industrial Court Bay Shore, NY 17706	(631) 665-1370	Mr. Wesley White, Sales Manager esscowes@gmail.com Monday – Friday 8:00am – 5:00pm	112908331	
Marshall Machinery, Inc.	348 Bethel School Road Honesdale, PA 18431	(570) 729-7117 ext. 3111	Mr. Matt Coar, Morbark Specialist matt@marshall-machinery.com Monday – Friday 8:00am – 5:00pm	232095854	

Industrial Products					
Dealer Name	Address	Phone	Contact Name/Email/Hours of Availability	FEIN	Small Business (SB)
L. C. Whitford Equipment Co.	4316 Bolivar Road Wellsville, NY 14895	(585) 593-2741 ext. 237	Bruce Straight, General Manager bstraight@lcwhitford.com Monday – Friday 8:00am – 4:00pm	161531310	
Nortrax Northeast	14 The Crossing Blvd. Clifton Park, NY 12065	(518) 371-5111	Bill Keogh, General Manager bill.keogh@nortrax.com Monday – Friday 8:00am – 5:00pm	364485436	
Suffolk County Brake Service	862 Lincoln Ave Bohemia, NY 11716	(631) 244-7120	Mr. Patt Votta pat@suffolkbrake.com M Monday – Friday 8:00am – 5:00pm	111993576	SB S Corp



Office of General Services Procurement Services

PIGGYBACK CONTRACT FOR COMMODITIES

New York State Contract #

PC68527

Master Contract #

062117-MBI

DESIGNATED CONTACTS:

Primary Contact: Elizabeth Gocs

E-mail address: elizabeth.gocs@ogs.ny.gov

Secondary Contact: Heidi Langley

E-mail address: heidi.langley@ogs.ny.gov

For INSURANCE Questions Only: Leighann Brown, Email: ogs.sm.insrev@ogs.ny.gov

THIS CONTRACT for establishment of a “piggyback” contract is made between **the People of the State of New York, acting by and through the Commissioner of the Office of General Services** (hereinafter “State” or “OGS”) whose principal place of business is the 36th Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, pursuant to authority granted under New York State Finance Law §163(10)(e), and **Morbark, LLC** (hereinafter “Contractor” or “Vendor” or “Offerer”), with its principal place of business at 8507 S. Winn Rd., P.O. Box 1000, Winn, MI 48896. OGS and Contractor are hereby individually referred to as a “Party” and collectively referred to as “Parties.”

Whereas, in accordance with New York State Finance Law §163(10)(e), the Commissioner of OGS (hereinafter “Commissioner”) may authorize purchases required by New York State agencies or other authorized purchasers by approving the use of a contract let by any department, agency or instrumentality of the United States government and/or any department, agency, office, political subdivision or instrumentality of any state or states (hereinafter “Issuing Agency”); and

Whereas, the National Joint Powers Alliance (“NJPA”), a department, agency, office, political subdivision or instrumentality of the State of Minnesota, let a certain contract number 042815-MBI with Contractor for Wood Processing Equipment, including Street/Utility Tree Maintenance, Solid Waste Reduction, and Urban Forestry Management; and

Whereas, OGS is a member of NJPA and is therefore authorized to utilize NJPA contracts; and

Whereas, OGS Procurement Services, on behalf of the Commissioner, found it necessary and desirable in 2014 to enter into a contract (New York State contract number PC67648) with Contractor for the purchase of specified products or services under the terms and conditions established pursuant to contract number 042815-MBI with Contractor for Wood Processing Equipment, including Street/Utility Tree Maintenance, Solid Waste Reduction, and Urban Forestry Management; and

Whereas, NJPA has recently let a certain Contract Number 062117-MBI with Contractor for Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (hereinafter “Master Contract”); and

Whereas, effective June 6, 2018, NJPA changed its name to “Sourcewell”; and

Whereas, OGS Procurement Services, on behalf of the Commissioner, finds it necessary and desirable to enter into a contract (hereinafter “Piggyback Contract” or “Contract”), with Contractor for the purchase of specified products or services under the terms and conditions established pursuant to the Master Contract; and

Whereas, it is the intention of the Parties that, effective upon the execution of this Piggyback by OGS, New York State contract number PC67648 shall be deemed terminated and all transactions pertaining to contract number PC67648 shall be governed by contract number PC67648; and

Whereas, OGS provided notification of its intention to enter into this Piggyback Contract with Contractor by placing a notice in the February 5, 2019 edition of the New York State Contract Reporter.

Therefore, by completing and signing this Piggyback Contract, Contractor is willing and able to enter into a contract and authorizes OGS to process the Piggyback Contract and provide notification to Authorized Users regarding the availability of this Piggyback Contract.

1. PIGGYBACK CONTRACT SCOPE

This document sets forth the terms and conditions governing acquisitions under this Piggyback Contract for use by Authorized Users. All the terms, conditions, covenants and representations contained herein and in the Master Contract, except as modified by this Piggyback Contract, are hereby incorporated by reference and deemed to be a part of this Piggyback Contract as if fully set forth at length herein. The terms and conditions of this Piggyback Contract shall supersede any conflicting terms and conditions set forth in the Master Contract.

The Master Contract is expressly amended as noted in Section 3, *Merger of Appendices/Conflict of Clauses*, below.

2. ESTIMATED QUANTITIES

This Piggyback Contract shall be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The individual value of this Contract is indeterminate and will depend upon the number of heavy equipment contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, Section 28, *Estimated/Specific Quantity Contracts* and Section 25, *Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of Products purchased under the Piggyback Contract to vary substantially from any estimates. Such factors include, but are not limited to, the following:

- This Piggyback Contract will be a nonexclusive contract;
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of this Piggyback Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the contract period; and,
- The State reserves the right to terminate this Piggyback Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of this Piggyback Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By execution of this Piggyback Contract, Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Piggyback Contract could vary substantially from any estimates provided in this Piggyback Contract or previous purchase.

3. MERGER OF APPENDICES/CONFLICT OF CLAUSES

This Piggyback Contract shall incorporate the following appendices as if set forth herein at length. Only documents expressly enumerated below shall be deemed a part of this Piggyback Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect. Conflicts between these documents shall be resolved in the following descending order of precedence.

- I. Appendix A, *Standard Clauses for NYS Contracts (January 2014)*
- II. Piggyback Contract (This Document)
- III. Appendix B, *OGS General Specifications (April 2016)*
- IV. Appendix C, *Report of Contract Usage*
- V. Master Contract, Sourcewell Contract 062117-MBI

4. APPENDIX B AMENDMENTS

The following Appendix B clauses are hereby modified for the purposes of this Piggyback Contract.

- I. The following sections of Appendix B are hereby deleted: 3 (*International Bidding*), 4 (*Bid Opening*), 5 (*Late Bids Rejected*), 10 (*Product References*), 14 (*Site Inspection*), 17 (*Tie Bids*), 18 (*Quantity Changes Prior To Award*), and 19 (*Timeframe for Offers*).
- II. Appendix B, Section 31, *Product Delivery*, has been modified in accordance with Section 17, *Product Delivery*, below.

5. APPLICABLE LAW

This Piggyback Contract shall be governed by and construed in accordance with the laws of the State of New York. Any claims or actions brought by Contractor against the State for monetary damages shall be brought in the New York State Court of Claims. See Section 14, *Governing Law*, in Appendix A.

6. CONTRACT TERM AND EXTENSIONS

The term of this Piggyback Contract shall begin on the date of execution by OGS and shall end upon the expiration or termination of the Master Contract, subject to OGS' right to terminate this Piggyback Contract as provided herein. It is the intent of the Parties that the term of this Piggyback Contract be coterminous with the term of the Master Contract; accordingly, the term of this Piggyback Contract shall be deemed extended whenever the term of the Master Contract is extended, without the need for the Parties to execute an extension or amendment to this Piggyback Contract.

Effective upon the date of execution of this Piggyback Contract by OGS, New York State contract number PC67648 shall be deemed terminated, and all previous transactions executed under contract number PC67648 shall be governed by the terms of contract number PC67648.

7. AUTHORIZED USERS

"Authorized User" shall have the meaning set forth in the New York State Finance Law, Section 163(1)(k). This Piggyback Contract is for use by Authorized Users, which includes, but is not limited to, New York State agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

Upon request, all eligible non-State agencies must furnish the Contractor with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS Customer Services at 518-474-6717 or at customer.services@ogs.ny.gov.

8. PREFERRED SOURCE PRODUCTS

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products meet the form, function and utility of the Authorized User. Some Products in this Piggyback Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

9. PRICE AND DISCOUNTS

- I. PRICE AND DISCOUNTS. Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.

In the alternative, shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract.

- II. "OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT

Purchases of the Products included in the Piggyback Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

10. BEST PRICING OFFER

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

11. ORDERING

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor or its authorized dealer on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon receipt of an order by Contractor or its authorized dealer, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

12. PURCHASING CARD ORDERS

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

13. MINIMUM ORDER

There are no minimum order quantities under this Piggyback Contract

14. INVOICING AND PAYMENT

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing:

<https://bsc.ogs.ny.gov/content/vendor-information>.

15. PROCESSING CONTRACT PAYMENTS

The Contractor acknowledges that a contract payment cannot be processed by an Authorized User until the contract Products have been delivered and accepted.

16. PROMPT PAYMENTS

Appendix B, Section 47, *Prompt Payments*, applies to this Piggyback Contract. The parties acknowledge that Article 11-A of the State Finance Law requires payments to small businesses to be made within 15 days if the conditions set forth therein are met.

The Federal Prompt Payment Act (or any other law governing payment terms incorporated in the Master Contract) does not apply to the Piggyback Contract regardless of customer.

17. PRODUCT DELIVERY

Appendix B, Section 31, *Product Delivery*, is hereby deleted and replaced with the following:

Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Unless otherwise agreed to by the Authorized User and Contractor, delivery shall be made within ninety (90) calendar days after receipt of a Purchase Order by the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

18. PRODUCT RETURNS AND EXCHANGES

In addition to the provisions of Appendix B, Section 34, *Title and Risk of Loss for Products Other than Technology Products*, Section 35, *Product Substitution*, and Section 36, *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within 10 business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

19. USE OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS/RESELLERS

Contractor shall be fully liable for Subcontractor, dealer, distributor and/or reseller performance under this Piggyback Contract, and their compliance with all Piggyback Contract terms and conditions.

20. RESELLERS

A. Definitions

"Reseller" shall refer to alternate distribution sources (distributors or dealers) for a manufacturer that are authorized and designated by said manufacturer, subject to approval by New York State.

B. Conditions of Reseller Participation

Resellers must be approved in advance by the State as a condition of eligibility under the Contract. The State also reserves the right to rescind any such participation or request that Contractor name additional Resellers, in the best interests of the State, at the State's sole discretion, at any time. Contractor shall have the right to qualify Resellers and their participation under this Contract by product line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria ("qualifying criteria"), provided that:

1. such qualifying criteria are uniformly applied to all potential Resellers based upon Contractor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement;
2. all general categories of qualifying criteria must be disclosed by the Contractor to the State, in advance, at the beginning of the Contract term;

3. those qualifying criteria met by the Reseller must be identified in Reseller designations, as identified in the *Contractor and Reseller/Distributor Information* document, at the time that Reseller approval is requested; and,
4. immediate advance notice is provided to OGS in the event that a change in Reseller's status occurs during the Contract term.

All Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower pricing for procurements under this Contract which meet their qualifying criteria. Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any Reseller's participation or ability to quote a particular order.

C. Designation of Resellers

When Resellers are submitted for approval, Contractor must provide the State, in advance, with all necessary ordering information, billing addresses and Federal Identification numbers in the format requested in the *Contractor and Reseller/Distributor Information* document. Contractor shall also specify whether orders must be placed directly with Contractor or may be placed directly with designated Resellers.

D. Responsibility for Reporting/Performance

Contractor shall be fully liable for a Reseller's performance and compliance with all Contract terms and conditions. Product purchased through a Reseller must be reported by Contractor in the required quarterly sales reports to the State as a condition of payment. In addition to inclusion of Reseller volume in the Contractor's sales reporting obligation to the State, at the request of an Authorized User, the Reseller shall provide the Authorized User with reports of the individual Authorized User's Contract activity with the Reseller.

E. Applicability of Contract Terms

Product ordered directly through Resellers shall be limited to Products previously approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

21. NEW ACCOUNTS

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

22. OVERLAPPING CONTRACT PRODUCTS

Products available under this Piggyback Contract may also be available from other New York State contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements, and to maintain a procurement record documenting the basis for this selection.

23. NYS FINANCIAL SYSTEM (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

24. CONTRACT ADMINISTRATION

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service this Piggyback Contract. the Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

The Contractor shall provide a dedicated Contract Administrator to support the updating and management of this Piggyback Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth in the Procurement Services contract page for this Piggyback Contract. Contractor must notify OGS within five Business Days if its Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

25. CONTRACTOR'S INSURANCE REQUIREMENTS

During the term of this Contract, the Contractor shall maintain in force, at its sole cost and expense, policies of insurance as required by this section. All insurance required by this section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

The Contractor shall provide proof of compliance with the requirements set forth in this Section for Contract renewal and upon request.

The Contractor shall deliver to OGS evidence of the insurance required by this Contract in a form satisfactory to OGS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OGS does not, and shall not be construed to, relieve the Contractor of any obligations, responsibilities or liabilities under this Contract.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

A. General Conditions Applicable to Insurance. All policies of insurance required by this section shall comply with the following requirements:

1. **Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Contractor are specified in Section B *Insurance Requirements* below.
2. **Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract, all policies of insurance required by this section shall be written on an occurrence basis.
3. **Certificates of Insurance/Notices.** The Contractor shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section A (13) below. Certificates shall reference the award number and shall name The New York State Office of General Services, Procurement Services, 38th Floor, Corning Tower, Empire State Plaza, Albany, New York 12242 as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Contract;
- Refer to this Contract by award number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

OGS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although OGS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by OGS. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.
5. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.
7. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.
8. **Waiver of Subrogation.** For all liability policies and workers' compensation insurance required below, the Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of its right of subrogation against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. **Additional Insured.** The Contractor shall cause to be included in each of its liability policies required below of coverage for on-going work and operations, naming as additional insureds (via ISO coverage forms CG 20 10 04 13 or 20 37 04 13 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section A (13) below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability, Comprehensive Business Automobile Liability, and Garage Liability Insurance in the same manner that Contractor would have been required to pursuant to this section had Contractor obtained such insurance policies.
10. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided after renewal and/or upon request.
11. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Contract.
12. **Policy Renewal/Expiration.** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Contract shall be delivered to OGS. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.
13. **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the OGS Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:
- For certificates of insurance: 5 business days from request or renewal, whichever is later;
 - For information on self-insurance or self-retention programs: 15 calendar days from request or renewal, whichever is later;
 - For other requested documentation evidencing coverage: 15 calendar days from request or renewal, whichever is later;
 - For additional insured and waiver of subrogation endorsements: 30 calendar days from request or renewal, whichever is later; and
 - For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from receipt.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Throughout the term of this Contract, the Contractor shall obtain and maintain in full force and effect, at its own expense, the following insurance with limits not less than those described in one of the three options below and as required by the terms of this Contract, or as required by law, whichever is greater:

Insurance Type – OPTION 1 Garage Liability Insurance Only		Proof of Coverage is Due
Business Automobile Liability Insurance	Not less than \$2,000,000 each occurrence	See Section A (13) above.
Garage/Auto Dealers Liability Insurance		
Garage liability for garage operations	Not less than \$2,000,000 each occurrence	
General Aggregate	\$2,000,000	
Products – Completed Operations AGG	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Garagekeepers liability*	\$100,000.00 per vehicle in custody; \$500,000.00 aggregate on a “direct primary” basis.	
Workers’ Compensation		
Disability Benefits		

Insurance Type – OPTION 2 Commercial General Liability Insurance Only		Proof of Coverage is Due
Commercial General Liability Insurance*	Not less than \$2,000,000 each occurrence	See Section A (13) above.
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Business Automobile Liability Insurance	Not less than \$2,000,000 each occurrence	
Garage/Auto Dealers Liability Insurance		
Garagekeepers liability*	\$100,000.00 per vehicle in custody; \$500,000.00 aggregate on a “direct primary” basis.	
Workers’ Compensation		
Disability Benefits		

1. **Commercial General Liability/Garage Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01 or CA 00 05, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under this Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by the Contract.

2. **Business Automobile Liability Insurance:** Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of the Contract.

3. **Garagekeepers Liability Insurance*:** The aggregate must be on a “direct primary” basis if the Contractor provides service to the Authorized User’s equipment while the equipment is in the possession of the Contractor.
4. **Workers’ Compensation Insurance and Disability Benefits Requirements:** Sections 57 and 220 of the New York State Workers’ Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers’ compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of any contract renewal.** Proof of workers’ compensation and disability benefits coverage, or proof of exemption must be submitted to OGS at the time of policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers’ Compensation Board. **An ACORD form is not acceptable proof of New York State workers’ compensation or disability benefits insurance coverage.**

Proof of Compliance with Workers’ Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers’ Compensation Board’s website (<http://www.wcb.ny.gov/content/ebiz/icpocreport/overview.jsp>);
- Form C-105.2 (9/07), *Certificate of Workers’ Compensation Insurance*, sent to OGS by the Contractor’s insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers’ Compensation Self-Insurance*, available from the New York State Workers’ Compensation Board’s Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers’ Compensation Group Self-Insurance*, available from the Contractor’s Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers’ Compensation Board’s website (<http://www.wcb.ny.gov/content/ebiz/icdbpoc/DBpocFileReq.jsp>);
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to OGS by the Contractor’s insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers’ Compensation Board’s Self-Insurance Office.

An instruction manual clarifying the New York State Workers’ Compensation Law requirements is available for download at the New York State Workers’ Compensation Board’s website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers’ Handbook.

26. REPORT OF CONTRACT USAGE

Contractor shall submit Appendix C - *Report of Contract Usage* including total sales of all Products provided under the Piggyback Contract to Authorized Users of this Piggyback Contract by Contractor, and all authorized resellers, dealers and distributors, if any, during each quarterly period, no later than the 15th of the month following the close of each quarter. Quarterly periods will end on March 31st, June 30th, September 30th and December 31st. Purchases by Non-state agencies, political subdivisions and others authorized by law shall be reported in the same report and be indicated as required.

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBs), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel 2003, or newer (or as otherwise directed by OGS), to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the New York State Contract Number, Sales Period, and Contractor's (or other authorized agent) name, and all other fields required.

OGS reserves the right to amend the report template during the Piggyback Contract term. The report in Appendix C – Report of Contract Usage contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible. Contractor shall also make the report or the information therein available to Sourcewell upon request in accordance with the Master Contract.

27. CATALOGS AND PRICE LISTS

Catalogs and price lists shall be provided in accordance with the terms of the Master Contract. Upon request, Contractor shall also assist Authorized Users in the use of such documents.

28. SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

Pursuant to State Finance Law § 139-j and § 139-k, this Piggyback Contract includes and imposes certain restrictions on communications between OGS and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/Bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page of this Piggyback Contract. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to State Finance Law §139-j and §139-k. Certain findings of non-responsibility can result in rejection for Contract award and, in the event of two findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts for four years. Further information about these requirements can be found on the OGS website at: <https://www.ogs.ny.gov/acpl/>

29. NEW YORK STATE VENDOR RESPONSIBILITY

- I. OGS conducts a review of prospective contractors ("offerers") to provide reasonable assurances that an offerer is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction Contracts and is designed to provide information to assess an offerer's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. If interested in contracting with New York State, an offerer must agree and hereby agrees to fully and accurately complete the Questionnaire. The offerer acknowledges that the State's execution of a contract will be contingent upon the State's determination that the offerer is responsible and that the State will be relying upon the offerer's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each offerer file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the *NYS Vendor File Registration section*. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Offerers opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the offerer prior to contract award, the offerer must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to OGS' transmittal to you of this Piggyback Contract. An offerer's Questionnaire cannot be viewed by OGS until the offerer has certified the Questionnaire. It is recommended that all offerers become familiar with all of the requirements of the Questionnaire and complete as soon as possible to allow sufficient time for OGS review prior to Piggyback Contract execution.

- II. The Contractor shall at all times during the Piggyback Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Piggyback Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Activity under the Piggyback Contract may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Piggyback Contract.

The Contractor agrees that if it is found by the State that the Contractor's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Piggyback Contract. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Piggyback Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Piggyback Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

30. NEW YORK STATE TAX LAW SECTION 5-A

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Contractor filed the ST-220-TD with DTF. Only the Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned prior to such request). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors. Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at <https://www.tax.ny.gov/> for additional information.

31. NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a contract, the Contractor and any designated authorized dealers/distributors/resellers who accept payment directly from the State must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company and to each of your authorized dealers/distributors/resellers (if any) for use on all future transactions with New York State. Additionally, the Vendor File enables a vendor to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the Contractor is already registered in the Vendor File, the Contractor must enter its ten-digit Vendor ID on this Piggyback Contract. Authorized dealers/distributors/resellers already registered should list the Vendor ID number along with the authorized dealers/distributors/reseller information. (The Vendor ID number is not the same as a SOCIAL SECURITY NUMBER or a TIN/FEIN number.)

If the Contractor is not currently registered in the Vendor File, it must request assignment of a Vendor ID number from OGS. Contractor must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf) and submit the form to OGS. Please send this document to a Designated Contact for this Contract. In addition, if an authorized dealer/distributor/reseller(s) is to be used that does not have a Vendor ID, an OSC Substitute W-9 form should be completed by each authorized dealer/distributor/reseller and submitted to OGS. The OGS will initiate the vendor registration process for all companies and their authorized dealers/distributors/resellers. Once the process is initiated, registrants will receive an e-mail identifying their Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File, please visit the following website: http://www.osc.state.ny.us/vendor_management

32. ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NO. 4

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <http://ogs.ny.gov/GreenNY/>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

33. USE OF RECYCLED OR REMANUFACTURED MATERIALS

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Piggyback Contract. Warranties on refurbished or remanufactured components or Products must be identical to

the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, Section 11, *Remanufactured, Recycled, Recyclable, or Recovered Materials*.

34. MERCURY-ADDED CONSUMER PRODUCTS

The Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any products containing elemental mercury under this Contract.

35. DIESEL EMISSION REDUCTION ACT

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law"), it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Contractor hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this Piggyback Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

36. BULK DELIVERY AND ALTERNATE PACKAGING

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

37. SURPLUS/TAKE-BACK/RECYCLING

- I. A State Agency is reminded of its obligation to comply with the New York State Finance Law § 167, Transfer and Disposal of Personal Property, and § 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.
- II. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section III below for specific requirements governing electronic equipment recycling.
- III. The NYS Department of Environmental Conservation ("DEC") Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: <http://www.dec.ny.gov/chemical/65583.html>.
- IV. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive

for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (“NIST”) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

38. CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
 - 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
 - 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
2. Separate forms shall be completed by Contractor and all subcontractors.
3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

IV. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

V. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

39. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN- OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/>

40. NEW YORK STATE REQUIRED CERTIFICATIONS

A Contractor is required to submit the New York State Required Certifications form prior to execution of this Piggyback Contract.

41. CONTRACT MODIFICATIONS AND RENEWALS

With the exception of term extensions addressed in Section 2, *Contract Term and Extensions*, any modifications to this Piggyback Contract must be made by an instrument in writing executed by the Parties. Contractor shall submit copies of any modifications to or renewals of the Master Contract, including new products, terms, or price changes, to OGS for review prior to enactment. OGS may accept a modification to or renewal of the Master Contract in full. If a modification is not fully acceptable to OGS, either the Contractor or OGS may terminate the Piggyback Contract in accordance with its terms or amend the Piggyback Contract to accept the modification to the Master Contract in part.

However, in accordance with Appendix B, Section 26, *Modification of Contract Terms*, an Authorized User shall have the

authority to accept an offer from Contractor for more advantageous terms and pricing than those under this Piggyback Contract. An Authorized User shall not have the authority to accept any other requests for modifications to the Piggyback Contract, which must be handled as outlined herein.

42. NOTICES

All notices, demands, designations, certifications, requests, reports, offers, consents, approvals and other instruments given pursuant to this Piggyback Contract shall be in writing and shall be validly given when mailed by registered, certified or overnight mail, or hand delivered. The Parties mutually agree to designate individuals in their respective organizations for purposes of receiving such communications pursuant to this Piggyback Contract, and the addresses to which such communications are to be sent. The representatives for the State and the Contractor, and their addresses, will be identified and updated on the Contract Award Notification page associated with this Piggyback Contract. A Party may, from time to time, specify any address in the United States as its address for purposes of notices under this Piggyback Contract by giving fifteen (15) days written notice to the other Party.

43. CAPTIONS

The captions contained in this Piggyback Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

44. SEVERABILITY

If any provision of this Piggyback Contract is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Piggyback Contract, which shall be enforced and interpreted as if such provision was never included in the Piggyback Contract.

45. ENTIRE AGREEMENT

This Piggyback Contract and the referenced appendices constitute the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Piggyback Contract shall not be changed, modified or altered in any manner except as provided in Section 41 of this Piggyback Contract.

IN WITNESS WHEREOF, the Parties therefore hereby execute their mutual agreement to the terms of this Piggyback Contract. This Piggyback Contract shall be a binding agreement between the Parties when executed and created as set forth in Section 22 of Appendix B, *Contract Creation/Execution*. The State further warrants that, where Contractor is asked to execute multiple original copies of this signature page along with a complete original copy of the Contract, the approved signature page(s) will be affixed by the State to additional copies of this Contract which conform exactly to the complete original copy as submitted by Contractor and executed simultaneously therewith.

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Piggyback Contract, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and New York State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Contractor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by New York State Finance Law §139-j(3) and §139-j(6)(b).

CONTRACTOR

Signature: _____

Printed Name: John Foote

Title: VP Strategy & Aftermarket Svcs

Date: 8/13/2019

Company Name: Morbark, LLC

Federal ID: 38-2805772

NYS Vendor ID: 1000044812

THE PEOPLE OF THE STATE OF NEW YORK

Signature: _____

Printed Name: Heidi J. Langley
Team Leader

Title: _____

Date: 09/04/2019

Office of General Services

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF Michigan }

: ss:

COUNTY OF Isabella }

On the 13 day of August in the year 2019, before me personally appeared John Foote, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he maintains an office at Winn, Michigan

and further that:

[Check One]

☐ If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ If a corporation): he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

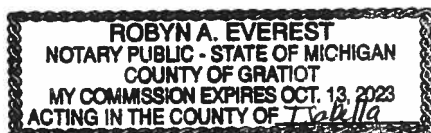
☐ If a partnership): he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☒ If a limited liability company): he is a duly authorized member of _____ Morbark, LLC, the limited liability company described in said instrument; that, he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Robyn A. Everest

Signature of Notary Public

Notary Public Registration No. _____ State Michigan



APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX B

GENERAL SPECIFICATIONS

TABLE OF CONTENTS

<u>GENERAL</u>	<u>PAGE</u>	<u>TERMS & CONDITIONS (CONT.)</u>	<u>PAGE</u>
1. Ethics Compliance	1	34. Title and Risk of Loss for Products Other than Technology Products	7
2. Definitions	1	35. Product Substitution	8
<u>BID SUBMISSION</u>		36. Rejected Product	8
3. International Bidding	3	37. Installation	8
4. Bid Opening	3	38. Repaired or Replaced Products, Parts, or Components	8
5. Late Bids	3	39. Employees, Subcontractors and Agents	8
6. Confidential/Trade Secret Materials	3	40. Assignment	8
7. Prevailing Wage Rates - Public Works and Building Services Contracts	3	41. Subcontractors and Suppliers	8
8. Taxes	4	42. Suspension of Work	8
9. Expenses Prior to Contract Execution	4	43. Termination	9
10. Product References	4	44. Savings/Force Majeure	9
11. Remanufactured, Recycled, Recyclable, or Recovered Materials	4	45. Contract Invoicing	10
12. Products Manufactured in Public Institutions	4	46. Default - Authorized User	10
13. Pricing	4	47. Prompt Payments	10
14. Site Inspection	5	48. Remedies for Breach	10
15. Purchasing Card	5	49. Assignment of Claim	11
		50. Toxic Substances	11
		51. Independent Contractor	11
		52. Security	11
<u>BID EVALUATION</u>		53. Cooperation with Third Parties	11
16. Bid Evaluation	5	54. Warranties	11
17. Tie Bids	5	55. Legal Compliance	12
18. Quantity Changes Prior to Award	5	56. Indemnification	12
19. Timeframe for Offers	5	57. Indemnification Relating to Infringement	13
20. Debriefings	5	58. Limitation of Liability	13
		59. Dispute Resolution Procedures	13
21. Contract Publicity	5		
<u>TERMS & CONDITIONS</u>		<i>To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.</i>	
22. Contract Creation/Execution	6	60. Software License Grant	14
23. Contract Term – Extension	6	61. Product Acceptance	15
24. Official Use Only/No Personal Use	6	62. Audit of Licensed Product Usage	16
25. Participation in Centralized Contracts	6	63. No Hardstop or Passive License Monitoring	16
26. Modification of Contract Terms	6	64. Ownership/Title to Project Deliverables	16
27. Scope Changes	6	65. Proof of License	17
28. Estimated/Specific Quantity Contracts	6	66. Changes to Product or Service Offerings	17
29. Emergency Contracts	6		
30. Purchase Orders	7		
31. Product Delivery	7		
32. Weekend and Holiday Deliveries	7		
33. Shipping/Receipt of Product	7		

GENERAL

1. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

2. DEFINITIONS Terms used herein shall have the following meanings:

a. AUTHORIZED USER Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

b. BID A response to the Solicitation submitted by a Bidder to provide Products.

c. BIDDER Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a "Contractor." See also "Contractor."

d. BID SPECIFICATIONS A written description drafted by OGS or an Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

e. COMMISSIONER The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

f. CONTRACT The writings that contain the agreement of the Commissioner and the Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

- 1. Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Authorized Users.
- 2. Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another

jurisdiction's contract or on a sole source, single source, emergency, or competitive basis. Once established, procurements may be made from the selected Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

3. Back-Drop Contracts Multiple-award Centralized Contracts where OGS provides a written description for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.

4. Piggyback Contract A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.

5. Contract Award Letter A letter to the successful Bidder indicating acceptance of its Bid in response to a Solicitation. Unless otherwise specified, the issuance of a letter of acceptance forms a Contract but is not an order for Product, and the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

g. CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

h. CONTRACTOR Any successful Bidder to whom a Contract has been awarded by the Commissioner.

i. DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

j. ENTERPRISE The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

k. ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

l. ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

m. GROUP A classification of a Product that is designated by OGS.

n. INVITATION FOR BIDS (IFB) A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

o. LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes Error Corrections, upgrades, or enhancements, and any deliverables due under a technical support/maintenance or service contract (e.g., Patches, programs, code or data conversion, or custom programming).

p. LICENSEE An Authorized User who acquires Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

q. LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered master copy of a program, the License Effective Date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

r. LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

s. MINI-BID A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.

t. OGS The New York State Office of General Services.

u. PATCH Software designed to update, fix, or improve the Product or its supporting data. This includes fixing security vulnerabilities and other bugs, including hot fixes, to improve usability or performance.

v. PRODUCTS Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.

w. PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).

x. REQUEST FOR PROPOSALS (RFP) A type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to one or more responsive and responsible Bidders.

y. REQUEST FOR QUOTATION (RFQ) A procurement method that can be used in situations such as discretionary, sole source, single source, or emergency purchases and certain Centralized Contracts.

z. RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

aa. RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.

bb. SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

cc. SITE The location (street address) where Product will be delivered or executed.

dd. SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

ee. SOLICITATION Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified by the State.

ff. SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine object code.

gg. STATE State of New York.

hh. STATE AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ii. SUBCONTRACTOR Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

jj. TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

kk. THIRD-PARTY SOFTWARE Any software that is developed independently of Contractor and which may be governed by a separate license.

ll. VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of the Authorized User.

BID SUBMISSION

3. INTERNATIONAL BIDDING All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US\$). Any Bids submitted which do not meet the above criteria will be rejected.

4. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

5. LATE BIDS Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the Bid opening or receipt of Bids.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event shall the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

6. CONFIDENTIAL/TRADE SECRET MATERIALS

a. BIDDER/CONTRACTOR Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder/Contractor. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder/Contractor. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The Commissioner's or Authorized User's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder/Contractor will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. COMMISSIONER OR AUTHORIZED USER Contractor warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Commissioner or Authorized User. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information

of the Authorized User, or otherwise obtained under the Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

7. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. PREVAILING WAGE RATE APPLICABLE TO BIDS A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

b. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

c. ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Day's Labor No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or

contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

d. ARTICLE 9 BUILDING SERVICES CONTRACTS In compliance with Article 9, Section 230 of the New York State Labor Law:

i. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

ii. Overtime Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

8. TAXES

a. Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

9. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized Users are not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

10. PRODUCT REFERENCES

a. "Or Equal" In all Solicitations or Bid Specifications, the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced.

References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

11. REMANUFACTURED, RECYCLED, RECYCLABLE, OR RECOVERED MATERIALS Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable, or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements, or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished, or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

12. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

13. PRICING

a. Unit Pricing If required by the Solicitation, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places, for each item unless otherwise specified in the Solicitation. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation or Purchase Order.

c. "No Charge" Bid When Bids are requested on a number of Products as a Group or lot, a Bidder desiring to Bid "no charge" on a Product in the Group or lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract award to agree to the terms and conditions of a

“Consent & Acknowledgment Agreement” in a form acceptable to the Commissioner.

f. Specific price decreases:

(i) **GSA Changes:** Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor’s list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing on its commercial price lists during the Contract term; or

(iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) **Special Offers/Promotions to Authorized Users:** Contractor may offer Authorized Users, under either this Contract or any other contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

g. Cost Proposal Revisions A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

14. SITE INSPECTION Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder’s ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

15. PURCHASING CARD The State’s Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized

User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

BID EVALUATION

16. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his or her sole discretion, may accept or reject illegible, incomplete or vague Bids, and the Commissioner’s decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder’s conditional or revocable terms in the Bid.

17. TIE BIDS In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

18. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

19. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within 60 days after the date of the Bid opening or such other period of time as set forth in the Solicitation. The Bids must remain firm until a Contract is awarded, but if a Contract is not awarded within 60 days or other time period set forth in the Solicitation, the Bidder may withdraw its Bid any time thereafter by delivering to the Commissioner written notice of the withdrawal of its Bid.

20. DEBRIEFINGS Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

21. CONTRACT PUBLICITY Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by the Commissioner prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

TERMS & CONDITIONS

22. CONTRACT CREATION/EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Solicitation, a Contract shall be deemed executed and created with the successful Bidders upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

23. CONTRACT TERM - EXTENSION In addition to any stated extension periods in the Contract, any Contract or portion thereof awarded by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period of up to one year. Such extension for up to an additional one-year period may be exercised on a month-to-month basis or in other stated periods of time.

24. OFFICIAL USE ONLY/NO PERSONAL USE The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

25. PARTICIPATION IN CENTRALIZED CONTRACTS

a. State Agencies All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law.

d. Responsibility for Performance Participation in Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to hold the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate

any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

26. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized Users under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer any Authorized User more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against an Authorized User unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

27. SCOPE CHANGES The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

28. ESTIMATED/SPECIFIC QUANTITY CONTRACTS

Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

With respect to any specific quantity stated in the Contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

29. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article

2-B of the Executive Law, or the Commissioner determines pursuant to his or her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract, as the Commissioner in his or her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

30. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor (i) in the case of formal written Purchase Orders, when placed in the mail prior to the termination of the Contract and addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification or (ii) in the case of electronic Purchase Orders or Purchasing Card purchases, when electronically transmitted to the Contractor prior to the termination of the Contract.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must be identified with the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

31. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of

the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

32. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Contract or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

33. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Contract, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the bill of lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to the locations and/or personnel specified by the Authorized User in the Purchase Order. Any losses or delays resulting from the Contractor's failure to deliver Product to the specified locations or personnel shall be borne exclusively by the Contractor.

34. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS

Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner. Title, risk of loss, and acceptance for technology Products shall be governed by the Product Acceptance clause.

35. PRODUCT SUBSTITUTION In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.

36. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

37. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to the Authorized User and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

38. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

39. EMPLOYEES, SUBCONTRACTORS AND AGENTS All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract or the Purchase Order, and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized

User reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

40. ASSIGNMENT In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. The Commissioner may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

41. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OGS Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; the Commissioner's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services.

42. SUSPENSION OF WORK The Commissioner, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon

issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

43. TERMINATION

a. For Cause For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively. Neither the State nor an Authorized User shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience This Contract may be terminated at any time by the Commissioner for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.

c. For Violation of Sections 139-j and 139-k of the State Finance Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Section 5-a of the New York State Tax Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

e. For Non-Responsibility The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner may complete the contractual

requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

f. Upon Conviction of Certain Crimes The Commissioner reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

44. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a.** The Commissioner may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
- b.** The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his or her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

45. CONTRACT INVOICING

a. Invoicing Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by the Commissioner. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract Purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at HelpDesk@sfs.ny.gov, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract Purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt

of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

46. DEFAULT – AUTHORIZED USER

a. Breach by Authorized User An Authorized User's breach shall not be deemed a breach of the Centralized Contract; rather, it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 30 calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach Notwithstanding the foregoing, the Contractor shall, at least 10 business days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. Insufficient basis If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

47. PROMPT PAYMENTS

a. By State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by the State Agency may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

b. By Non-State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a non-State agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

48. REMEDIES FOR BREACH Unless otherwise specified by the Authorized User in a Mini-Bid or Purchase Order, in the event that Contractor fails to observe or perform any term or condition of the Contract and such failure remains uncured after 15 calendar days following written notice by the Commissioner or an Authorized User,

the Commissioner or an Authorized User may exercise all rights and remedies available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 15 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 15-day period may, in the sole discretion of the Commissioner or the Authorized User, be extended for a reasonable period in no event to exceed 60 calendar days. It is understood and agreed that the rights and remedies available to the Commissioner and Authorized Users in the event of breach shall include but not be limited to the following:

a. Cover/Substitute Performance In the event of Contractor's material, uncured breach, the Commissioner or Authorized User may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Commissioner or Authorized User is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Commissioner or Authorized User may acquire acceptable replacement Product of lesser or greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.

b. Withhold Payment In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Authorized User.

c. Bankruptcy In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

49. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC

Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

50. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Safety Data Sheet must be provided to and approved by the Authorized User.

51. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

52. SECURITY Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers and employees will comply fully with all security procedures of the Authorized User set forth in the Contract or Purchase Order or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

53. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery or performance of Product.

54. WARRANTIES

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

c. Product Warranty Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished

individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees (“extended warranty”).

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer’s standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor’s warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer’s Product.

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer’s recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor’s approval.

d. Virus Warranty The Contractor represents and warrants that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User’s Site.

e. Date/Time Warranty Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an

acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor’s business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

f. Workmanship Warranty Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. The Authorized User must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.

g. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

h. Prompt Notice of Breach The Authorized User shall promptly notify the Contractor and the Commissioner in writing of any claim of breach of any warranty provided herein.

i. Additional Warranties Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

j. No Limitation of Rights The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

55. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

56. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold the Authorized Users harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation;

provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

57. INDEMNIFICATION RELATING TO INFRINGEMENT

The Contractor shall also defend, indemnify and hold the Authorized Users harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its

own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters. This constitutes the Authorized User's sole and exclusive remedy for infringement of a patent, copyright, trademark, trade secret, or other proprietary right.

58. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

59. DISPUTE RESOLUTION PROCEDURES

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to

administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at the OGS website. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.

60. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (e.g., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, virtual partition). Licensee shall have the right to use those modifications or customizations of the Product that have been purchased by Licensee and to distribute such modifications or customizations for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications or customizations, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

Licensee and Contractor may agree to alternative licensing rights (e.g., subscription, term, virtual) for specific Products used by the Contractor in performing the services, provided such agreement is reached prior to Bid, Mini-Bid, RFQ, or Contract award, as applicable. Such licensing rights will be specified in an applicable Purchase Order or other document approved by Licensee and Contractor.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the license term shall be extended by the time period for testing, acceptance or trial.

c. Product Documentation Contractor shall provide Product Documentation electronically to Licensee at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

Contractor hereby grants to Licensee a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to Licensee, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Unless otherwise provided by written agreement between the Contractor and Licensee, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to Licensee, and (ii) help desk assistance at no additional cost, either by toll-free telephone

or on-line functionality. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Licensee shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Licensee does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount that would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor shall submit written notification to Licensees of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license, including transfers within Agencies, between Agencies, and pursuant to governmental restructuring or reorganization ("permitted license transfers"). Licensees do not have to obtain the approval of Contractor for permitted license transfers, but must give 30 days prior written notice to Contractor of such moves and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Third Parties Third parties retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such third party, Site of intended use of the Product, and means of access; and (ii) such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for

archival backup and disaster recovery procedures; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase "cold site storage" means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase "disaster recovery" means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to Licensee (e.g., cold, warm, and hot back-up), including all terms and conditions, additional charges, or use authorizations associated with such options.

h. Confidentiality Restrictions If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to the Licensee. The terms of Licensee's use and disclosure of such information shall be governed by a written agreement between the Contractor and the Licensee, which, in the case of Licensees that are State or local governmental entities, recognizes that they are subject to the New York Freedom of Information Law.

i. Restricted Use by Licensee Except as expressly authorized by the Terms of License, Licensee shall not: (i) copy the Product; (ii) cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or (iii) export the Licensed Software in violation of the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR).

61. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have 30 days from the date of delivery to accept hardware Products and 60 days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period. The license term shall be extended by the time periods allowed for trial use, testing and acceptance.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional 30 day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, if the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have 30 days to correct the deficiency, and the Authorized User shall have an additional 60 days to evaluate the Product as provided herein.

If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability clause for any liability for costs incurred at the direction or recommendation of Contractor. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

62. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any Site where a copy of the Product resides. Contractor may conduct such audits remotely or on Site. If conducted remotely and if Contractor makes a license management program available, the Licensee agrees to install such program and use it within a reasonable period of time, provided such program meets Licensee's security or other requirements. If conducted on Site: (i) Contractor shall give Licensee at least 30 days advance written notice, (ii) such audit shall be conducted during Licensee's normal business hours, (iii) the audit shall be conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three auditing/accounting firms from which the Licensee will select one; and (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit. If the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the net pricing in effect under the Contract at time of audit, or if none, then at the Contractor's U.S. commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

In the event of an on-Site audit, the Software Alliance, Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) may not be used directly or indirectly to conduct such audit, nor may such entities be recommended by Contractor.

63. NO HARDSTOP OR PASSIVE LICENSE MONITORING

Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Any Contractor access to the Product agreed to by Licensee as provided above shall be in accordance with Licensee's security or other requirements. Contractor agrees that in the event of a breach of this provision that Licensee shall not have an adequate remedy at law, including monetary damages, and that Licensee shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Licensee shall be entitled.

64. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

This clause shall apply where Contractor is commissioned by the Authorized User to furnish project deliverables as detailed in the Purchase Order.

a. Definitions

(i) For purposes of this clause, "Products" means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on electronic media c) Third-Party Software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products" means tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the project.

(iii) For purposes of this clause, "Custom Products" means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for Authorized User under the Contract.

b. Title to Project Deliverables Unless otherwise specified in writing in the Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing hardware Products shall pass to Authorized User upon acceptance.

2. Software - Title and ownership to Existing software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or Third-Party Software vendor's standard license

agreement; provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the Third-Party Software vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

(ii) Custom Products: Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor 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 Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes as stated in paragraph (b)(i)(2), above.

c. Transfers or Assignments to a Third-Party Financing Agent It is understood and agreed by the parties that a condition precedent to the consummation of the purchases under the Contract may be the obtaining of acceptable third-party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third-party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS) The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third-party, tax-exempt financing may not

occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Products, the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this clause.

e. Contractor's Obligation with Regard to Third-Party Software Where Contractor furnishes Existing Licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

65. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified license confirmation certificates in the name of such Licensee; (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license; or (iii) other similar proof of license. All proofs of license must be in a form acceptable to the Licensee.

66. CHANGES TO PRODUCT OR SERVICE OFFERINGS

a. Product or Service Discontinuance Where Contractor is the Product manufacturer/developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner and each Licensee then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at Licensee's option, and in order to enable Licensee to continue the use and maintenance of the Product, provide Licensee with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that Licensee is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five business days of Contractor receiving notice from the Product manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to State approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall

be required to: (i) notify the Commissioner and each Licensee in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

INDEX

	<u>Clause</u>		<u>Clause</u>
<u>A</u>	<u>No.</u>	<u>P</u>	<u>No.</u>
Assignment	40	Participation in Centralized Contracts	25
Assignment of Claim	49	Prevailing Wage Rates - Public Works and Building Services Contracts	7
Audit of Licensed Product Usage	62	Pricing	13
<u>B</u>		Product Acceptance	61
Bid Evaluation	16	Product Delivery	31
Bid Opening	4	Product References	10
<u>C</u>		Product Substitution	35
Changes to Product or Service Offerings	66	Products Manufactured in Public Institutions	12
Confidential/Trade Secret Materials	6	Prompt Payments	47
Contract Invoicing	45	Proof of License	65
Contract Creation/Execution	22	Purchase Orders	30
Contract Publicity	21	Purchasing Card	15
Contract Term - Extension	23	<u>Q</u>	
Cooperation with Third Parties	53	Quantity Changes Prior to Award	18
<u>D</u>		<u>R</u>	
Debriefings	20	Rejected Product	36
Default - Authorized User	46	Remanufactured, Recycled, Recyclable, or Recovered Materials	11
Definitions	2	Remedies for Breach	48
Dispute Resolution Procedures	59	Repaired or Replaced Products, Parts, or Components	38
<u>E</u>		<u>S</u>	
Emergency Contracts	29	Savings/Force Majeure	44
Employees, Subcontractors and Agents	39	Scope Changes	27
Estimated/Specific Quantity Contracts	28	Security	52
Ethics Compliance	1	Site Inspection	14
Expenses Prior to Contract Execution	9	Shipping/Receipt of Product	33
<u>I</u>		Software License Grant	60
Indemnification	56	Subcontractors and Suppliers	41
Indemnification Relating to Infringement	57	Suspension of Work	42
Independent Contractor	51	<u>T</u>	
Installation	37	Taxes	8
International Bidding	3	Termination	43
<u>L</u>		Tie Bids	17
Late Bids	5	Timeframe for Offers	19
Legal Compliance	55	Title and Risk of Loss for Products Other than Technology Products	34
Limitation of Liability	58	Toxic Substances	50
<u>M</u>		<u>W</u>	
Modification of Contract Terms	26	Warranties	54
<u>N</u>		Weekend and Holiday Deliveries	32
No Hardstop or Passive License Monitoring	63		
<u>O</u>			
Official Use Only/No Personal Use	24		
Ownership/Title to Project Deliverables	64		

Appendix C, Report of Contract Usage

DO NOT ADD, REMOVE OR REARRANGE ANY COLUMNS OR ROWS.

Please fill in the required supplier information below.

Required Information	
Contractor Name	
Contract Award areas (lots and items)	
Address Line 1	
Address Line 2	
City	
State	
Zip Code	
Contract Contact Name	
Email Address	
Phone Number	
Contract Number	

GROUP 40625-22792 – Heavy Equipment (Statewide)

The chart below provides definitions for the columns listed in the data collection tabs. Please use this as a reference when populating these tabs.

Column	Definition	Comment/Example
Invoice Date	Date of invoice	
Contract #	New York State contract number	
Agency/State Entity/Municipality	New York State agency/entity or municipality	Ex: Dept of Transpiration, Dept of Correctional Services, Rockland County, SUNY Buffalo
Region/Facility/Location Name	Region, facility, or location associated with the agency or entity	Ex: DOT District 2, Adirondack Correctional Facility
Manufacturer	Name of manufacturer of vehicle	Ex: Caterpillar, John Deere, Gradall
Product Type	Vehicle make	Ex: Backhoe, Crawler Dozer, Motor Grader, etc.
Model	Vehicle model	Ex: 930K, 321E, SR175
Equipment Cost	Contract price for equipment excluding any options	
Extended Cost	Total Cost	<i>Base Equipment Cost + Net Options Cost + Non-OEM Equipment Cost + Delivery Cost</i>
Ship To Street Address Ship To Zip Code	Ship To Street Address Ship To Zip Code	

DO NOT ADD, REMOVE OR REARRANGE ANY COLUMNS OR ROWS.

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2021

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 McGriff Insurance Services, Inc. 5080 Spectrum Dr., Suite 900E Addison, TX 75001	CONTACT NAME: Patti Wallace PHONE (A/C, No, Ext): 469-232-2100 E-MAIL ADDRESS: pwallace@mcgriff.com FAX (A/C, No):
INSURED Morbark, LLC Alamo Group, Inc. 8507 South Winn Road PO Box 10000 Winn, MI 48896	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: American Casualty Company of Reading, Pennsylvania INSURER C: Transportation Insurance Company INSURER D: Twin City Fire Insurance Company INSURER E: INSURER F:
	NAIC # 20443 20427 20494 29459

COVERAGES**CERTIFICATE NUMBER:**LS86FWNL**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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR Per Occurrence <input checked="" type="checkbox"/> Limit includes Product Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			46EC50F8487	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Policy Aggregate \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 5082522691	09/30/2020	09/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			46XSON2116	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 5082522514(AOS) WC 5082522609 (AZ,MA,OR,WI) WC 5082522559(CA)	09/30/2020	09/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$ \$

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

City of Saratoga Springs is included as Additional Insured (except for Workers Compensation) as required by written contract. Coverage is Primary and Non-Contributory as required by written contract. Waiver of Subrogation is included in favor of the Certificate Holder as required by written contract.

CERTIFICATE HOLDER

Office of Risk & Safety
City of 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

Request for Certification of Sufficient Funds

Submittal Date: 3/10/2021

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: Morbark LLC
Project: Compost Grinder (Morbark "Wood Hog")

Morbark Wood Hog as Quoted

Appropriation - Current Budget Expense Org/Object/Proj(s): H3638192 52000 1121

Amount Requested for Approval \$564,182.50
Current Amount Available: \$669,660.00

DS


Transfer/Amendment Pending:

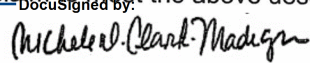
Transfer/Amendment Date _____


Department Head Signature

3/10/2021
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.


Commissioner of Finance

3/10/2021

Approval Date

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (“Agreement”) is entered into as of the 1st day of January, 2021.

BY AND BETWEEN

THE COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York, with a principal office at 40 McMaster Street, Ballston Spa, New York, 12020 (hereinafter referred to as “County”)

-and-

THE CITY OF SARATOGA SPRINGS, a municipal corporation duly organized under the laws of the State of New York, with a principal office at City Hall, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter referred to as “City”)

WITNESSETH:

WHEREAS, County and City entered into an agreement dated January 20, 2015, as later amended by an agreement dated April 3, 2015, whereby City agreed to assume responsibility for the management of the collection of single-stream recyclables at the County’s Recycling Center (hereinafter “Recycling Center”) located at the City’s Waste Transfer Station at 41 Weibel Avenue, Saratoga Springs, New York, for a term commencing on March 2, 2015 and terminating on December 31, 2016; and

WHEREAS, the County and City entered into a renewal agreement for an additional term of two (2) years from January 1, 2017 through December 31, 2018, at an annual rate and cost to the County of \$35,000, upon the condition that the City utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, the County and City entered into a second renewal agreement for an additional term of one (1) year from January 1, 2019 through December 31, 2019, at an annual rate and cost to the County of \$35,000, upon the condition that the City utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, the County and the Town entered into a third renewal agreement for an additional term of one (1) year from January 1, 2020 through December 31, 2020, at an annual rate and cost to the County of \$35,000, upon the condition that the Town utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, the City is agreeable to continuing its management of the collection of single-stream recyclables at the Recycling Center in the City of Saratoga Springs upon terms and conditions mutually agreeable to the County and the City; and

WHEREAS, the County and City wish to formalize their mutual understanding regarding the City continuing its oversight of the collection of recyclables at the Recycling Center for the term January 1, 2021 through December 31, 2022;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, County and City hereby agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence and take effect on January 1, 2021, and shall continue through December 31, 2022. The Agreement shall be subject to renewal for two (2) additional terms of two (2) years each upon the written mutual agreement of the parties.
2. SINGLE-STREAM RECYCLING. The County shall continue to promote, support and facilitate single-stream recycling at the Recycling Center during the term of this Agreement.
3. COLLECTION AND REMOVAL OF RECYCLABLES AND SCRAP METAL. The County shall retain the services of a private waste hauler to collect, remove and transport single-stream recyclable materials and scrap metal from the Recycling Center during the term of this Agreement. The County's contract with the waste hauler selected shall require the waste hauler to be responsible for the placement of appropriate containers for the receipt of single-stream recyclable materials and a separate container or containers for the receipt of scrap metal at the Recycling Center. In addition, the County's contract with the waste hauler will require the waste hauler to cover all single stream loads collected with a tarp, and to collect and remove any litter or debris on site, prior to leaving the Recycling Center. In light of the aforesaid services to be provided by the County's chosen waste hauler, the County will not maintain a County employee on-site at the Recycling Center to oversee the collection, removal and transportation of recyclable materials from the Recycling Center. The County shall be solely responsible for the costs associated with County's contract with said private waste hauler.
4. CITY'S MANAGEMENT OF COLLECTION OF RECYCLABLES. While the County will retain primary responsibility for the collection, removal and transportation of recyclable materials from the Recycling Center through its contract with a private waste hauler who shall be performing said services, the City shall perform all on-site management and oversight of the collection of recyclable materials and scrap metals. The City shall employ sufficient personnel at the Recycling Center to properly manage the collection and removal of all recyclables, during scheduled operating hours. The City shall be responsible for maintenance of the Recycling Center site, including, but not limited to, building maintenance and repairs, mowing, snow removal, and pavement maintenance. In the event that a recycling bin or bins becomes full and the removal of recyclables is required in advance of a previously scheduled pickup of recyclables, the City shall notify the County of the need for an earlier pickup, and the County shall arrange for such earlier pickup with the private waste hauler retained by the County.
5. COUNTY PAYMENTS TO CITY. For the City's on-site management and oversight of the collection and removal of recyclable materials and scrap metal from the Recycling Center, the County shall pay City the sum of Thirty-Five Thousand Dollars (\$35,000.00) for services rendered in 2021 and 2022, payable on April 15th of each year upon the submission by the City to the County of a properly executed County voucher. The City agrees to and

shall utilize said sum for solid waste and/or recycling purposes, including, but not limited to, the payment of City's staffing costs at the Recycling Center, and the implementation of on-site improvements intended to facilitate the collection, removal and transportation of recyclable materials and scrap metals. In the event City terminates this Agreement as provided in Section 24 herein, City shall refund to County a proportionate amount of the annual Thirty-Five Thousand Dollar (\$35,000) payment, covering the period for which no services were rendered from the termination date through December 31st of that year.

6. RECYCLABLE MATERIALS. The County's Commissioner of Public Works shall provide the City with a list of materials that may be accepted for recycling under the recycling provisions of the County's Local Law No. 1 of 1988, as amended.
7. REGULATORY REPORTING. The County shall continue to be responsible for all required regulatory reporting to the New York State Department of Conservation (DEC) relative to the collection, removal and transportation of recyclable materials. The City shall cooperate with County's requests for information needed to comply with regulatory reporting to DEC.
8. INVENTORY OF RECYCLABLE MATERIALS. The County will provide the City with appropriate standard forms for the inventory of all materials received for recycling at the Recycling Center. The City shall utilize the forms provided by County to maintain an accurate monthly inventory of all recyclable materials received. The City shall submit completed inventory forms to County by the 10th day of each month for the recyclables received during the prior month.
9. ADDITIONAL COSTS BORNE BY COUNTY. The County shall pay for the cost of the proper removal and disposition of coolant-containing appliances. The County shall also pay for the proper disposition of automotive batteries and propane cylinders. In the case of large coolant-containing appliances, such as refrigerators and freezers, the coolant will be removed from the appliance by a contractor retained by County, and the appliance will be placed in the scrap metal bin for removal by the private waste hauler retained by County. City personnel will be responsible for overseeing the process of removing and disposing of coolant-containing appliances.
10. ADDITIONAL COSTS BORNE BY CITY. The City shall be responsible for the costs of maintaining electricity and phone service to the Recycling Center site. In addition, the City shall be responsible for the costs of furnishing portable toilet facilities at the Recycling Center site in the event the City elects to continue the provision of toileting facilities at the site.
11. REVENUE FROM SALE OF RECYCLABLES. The County shall receive all revenue derived from the sale of single-stream recyclables, scrap metals and all other recyclables collected at the Recycling Center.
12. FREE RECYCLING FOR COUNTY RESIDENTS. County and City agree that there shall be no County or City charges or fees imposed on Saratoga County residents depositing recyclable materials at the Recycling Center.

13. PERMITS. The County shall maintain any and all necessary governmental permits or approvals needed to manage and oversee the collection and removal of recyclables from the Recycling Center.
14. COMPLIANCE WITH LAWS. The County and City shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws. The County and City agree that for the duration of this Agreement and any renewal term(s) thereof, they will not discriminate against any employee, applicant for employment, or person requesting services in connection with this agreement, because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.
15. RETENTION OF RECORDS. The County and City agree to maintain and have available for audit such records as may be required by the County, the City, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.
16. DEFENSE AND INDEMNIFICATION. The County shall defend, protect, indemnify and hold harmless the City, its officers, directors and employees from and against any and all claims, demands or causes of action for injury or death to person or damage to property, (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action), arising out of or resulting from any negligent or wrongful acts, errors, omissions, negligence, incompetence, malfeasance or misfeasance by the County, its employees or agents in the performance of County's obligations under this Agreement.

The City shall defend, protect, indemnify and hold harmless the County, its officers, directors and employees from and against any and all claims, demands or causes of action for injury or death to person or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action), arising out of or resulting from any negligent or wrongful acts, errors or omissions, negligence, incompetence, malfeasance or misfeasance by the City, its employees or agents in the performance of the City's obligations under this Agreement.

The County and City shall notify each other in writing within ten (10) days of any such claims or demands and shall cooperate in the defense of any such actions.

17. INSURANCE. At all times during the term of this Agreement, County and City shall maintain, at their own expense, the following insurance and shall provide proof thereof to each other, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

- (a) Statutory Workers' Compensation coverage in compliance with the Workers' Compensation Law of the State of New York.
- (b) General Liability coverage in the comprehensive or commercial general liability form in the amount of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The County shall list

the City, and the City shall list the County, as an additional insured on their respective policies.

- (c) Automobile liability insurance coverage for all owned, leased or non-owned vehicles in the amount of \$1,000,000 per occurrence. This insurance shall include coverage for bodily injury and property damage. The County shall list the City, and the City shall list the County, as an additional insured on their respective policies.

The certificate of insurance provided by the City to the County shall list the “County of Saratoga”, 40 McMaster Street, Ballston Spa, New York 12020, as certificate holder. The certificate of insurance provided by the County to the City shall list the “City of Saratoga Springs, City Hall, 474 Broadway, Saratoga Springs, New York, 12866” as certificate holder. The City’s certificate of insurance must be approved by the Saratoga County Attorney, and the County’s certificate of insurance must be approved by Saratoga Springs City Attorney, prior to the commencement of the provision of services pursuant to this Agreement.

In the event any policy furnished or carried pursuant to this Agreement is scheduled to expire on a date prior to the expiration of the term of the Agreement, the party whose policy is due to expire shall deliver to the other party a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, together with proof of payment of all premiums due thereon.

In the event a party hereto receives notice of cancellation of its insurance required pursuant to this Agreement (the “affected party”), the affected party shall immediately provide the non-affected party with written notice of such cancellation by no later than the next business day of the non-affected party. The affected party shall provide the non-affected party with proof of replacement insurance coverage satisfying the requirements set forth in this Agreement within two (2) business days of the affected party’s receipt of said notice of cancellation. Failure of the affected party to maintain the required insurance shall constitute a breach of this Agreement, and the Agreement shall terminate on the date of cancellation of the affected party’s insurance.

All policies of insurance required pursuant to this Agreement shall be underwritten by companies authorized to do business in the State of New York, and shall be primary insurance and not contributory insurance. County and City shall be solely responsible for any deductible losses under their respective policies. Proof of additional insured coverage shall be evidenced through an additional insured endorsement rider provided by the insurance carrier.

Any failure by County or City to comply with the insurance requirements of this Agreement in a timely manner shall constitute a breach of this Agreement, and the non-defaulting party may, at its option, terminate this Agreement upon ten (10) days written notice to the defaulting party. The defaulting party shall have two (2) business days following receipt of such written notice to cure its default.

The insurance required herein is not, and shall not be, construed as a limitation upon either party’s obligation to indemnify the other.

18. DEFAULT: The occurrence of any of the following shall be considered an Event of Default:

- (a) Non-payment. The failure by the County to make any of the payments required pursuant to this Agreement when due.
- (b) Failure to Perform. The failure of the City to provide the management and oversight services of the collection and removal of recyclable materials required pursuant to this Agreement.
- (c) Other Failure to Perform. The failure by either County or Town to perform and/or comply with any term, covenant or condition required under this Agreement.

19. REMEDIES. In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damage for such default. No such action or proceeding shall be commenced until the defaulting party has been given written notice thereof by the non-defaulting party and thirty (30) days have elapsed since receipt of such notice, and the defaulting party has not proceeded diligently to cure such default. Any default by a party in providing the insurance required pursuant to this Agreement shall be subject to the remedies and requirements set forth in Paragraph 17 herein.

20. NOTICES. Any notice, demand, request, consent, approval, or other communication given under or with respect to this Agreement shall be in writing and shall be personally served or sent by United States registered, certified or express mail, return receipt requested, postage pre-paid, or by overnight courier with delivery charge paid, addressed to the party or other entity to be notified as follows:

To the County: Commissioner of Public Works
3654 Galway Road
Ballston Spa, New York 12020

With a copy to: Saratoga County Attorney
40 McMaster Street
Ballston Spa, New York 12020

To the City: City Attorney's Office
474 Broadway
Saratoga Springs, New York, 12866

The parties may designate such other addresses as they may from time to time choose, provided they advise the other party in writing of such change.

21. APPLICABLE LAW. The law of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the

performance of the obligations imposed by this Agreement. Venue of any legal action shall be Saratoga County, New York, and action must be commenced in the Saratoga County Court.

22. WAIVER. The failure of either party to insist on the strict performance of any term or provision hereof shall not be deemed a waiver of any subsequent breach.
23. MODIFICATION. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.
24. TERMINATION. Either County or City may terminate this Agreement without cost or penalty upon 180 days written notice to the other at the address set forth in Paragraph 20 herein.
25. SEVERABILITY. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.
26. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

APPROVED AS TO FORM AND CONTENT

COUNTY OF SARATOGA

Acting Saratoga County Attorney

By: _____
Theodore T. Kusnierz, Jr., Chairman
Saratoga County Board of Supervisors
Pursuant to Resolution 59-2020

APPROVED AS TO FORM AND CONTENT

CITY OF SARATOGA SPRINGS

Saratoga Springs City Attorney

By: _____
Meg Kelly, Mayor
Pursuant to Resolution _____



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 59 - 2020

Introduced by Supervisors Grattidge, Barrett, Lucia, O'Connor, Raymond, Smith and Tollisen

**AUTHORIZING THE CHAIR TO ENTER INTO INTERMUNICIPAL
AGREEMENTS WITH THE TOWNS OF CLIFTON PARK, CORINTH
AND MOREAU AND THE CITY OF SARATOGA SPRINGS
FOR THE PURPOSE OF MANAGING THE COLLECTION OF
RECYCLABLES AT THE COUNTY RECYCLING CENTERS
LOCATED IN THEIR RESPECTIVE MUNICIPALITIES**

WHEREAS, the County provides for the receipt and transportation of recyclable materials in the County at the County's Recycling Centers located in the Towns of Clifton Park, Corinth, Milton and Moreau, in the City of Saratoga Springs, and at the Edinburg Town Highway Garage; and

WHEREAS, the County Recycling Centers in the Towns of Clifton Park, Corinth and Moreau and the City of Saratoga Springs are located at waste transfer stations respectively owned and operated by the four municipalities, and whereat the solid waste transfer function is managed by Town/City employees, and prior to March 2015 the recyclables collection function was managed by a County employee; and

WHEREAS, in order to promote efficiencies and reduce costs through a consolidation of municipal services, the County adopted a plan in 2014 to: 1) convert the collection of recyclables from multi-stream recycling to single-stream recycling; 2) privatize the transportation of recyclables from all County recyclables transfer stations; and 3) transfer the oversight of the collection of recyclables at all County recyclables transfer stations to the respective local municipalities operating the solid waste transfer station at the site of each County recyclables transfer station; and

WHEREAS, pursuant to Resolution 257-2014, this Board of Supervisors authorized intermunicipal agreements with the Towns of Clifton Park, Corinth and Moreau and the City of Saratoga Springs to transfer the management and oversight of the collection and removal of recyclable materials and scrap metal at the County Recycling Centers located in each Town and City from the County to the respective municipality where each Recycling Center is located, for the term from February 1, 2015 through December 31, 2016, at an annual rate and cost to the County of \$35,000 per municipality, upon the condition that the Towns and the City utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, pursuant to Resolution 95-2019, this Board authorized the most recent renewal of the intermunicipal agreements with the County, the Towns of Clifton Park, Corinth and Moreau, and the City of Saratoga Springs for an additional term of one (1) year from January

1, 2019 through December 31, 2019 at an annual rate and cost to the County of \$35,000 per municipality, upon the condition that the Towns and the City utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, the County, the Towns of Clifton Park, Corinth and Moreau, and the City of Saratoga Springs wish to renew their respective intermunicipal agreements for an additional term of one (1) year from January 1, 2020 through December 31, 2020 upon the same terms and conditions as set forth in their agreements for 2019; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized and directed to execute intermunicipal agreements with the Towns of Clifton Park, Corinth and Moreau, and the City of Saratoga Springs, providing for the management and oversight of the collection and removal of recyclable materials and scrap metals at the County Recycling Center located in each Town and the City by the respective municipality in which each Recycling Center is located, for the term January 1, 2020 through December 31, 2020, at an annual cost to the County of \$35,000 per municipality; and, be it further

RESOLVED, that each payment by the County to the Towns and the City shall be conditioned upon the Towns and the City utilizing the monies paid for solid waste and/or recycling purposes; and, be it further

RESOLVED, that the form and content of such intermunicipal agreements shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.

COUNTY OF SARATOGA
COUNTY MUNICIPAL CENTER
BALLSTON SPA NY 12020

VOUCHER

DEPT. Highway

Claimant's Name 200482
City of Saratoga Springs, DPW
and 5 Lake Avenue
Address Saratoga Springs, NY 12866

PURCHASE
ORDER NO.

VOUCHER
NO.

DO NOT WRITE IN THIS BOX

DATE VOUCHER RECEIVED			
FUND APPROPRIATION		AMOUNT	P.O. Number
D.50.516-8492		\$ 35,000.00	
OPEN \$			
CK	JE		
	TOTAL	\$ 35,000.00	
Abstract No.			
Vendor's Ref. No.			DP

DATE	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
		1/1/2021 thru 12/31/2021 County Payment to City of Saratoga Springs as per Intermunicipal Recycling Agreement		\$ 35,000.00
		Please complete the certification section below and return it to PWAP@saratogacountyny.gov.		
			TOTAL	\$ 35,000.00

CLAIMANT'S CERTIFICATION

X I, _____, certify that the above account in the amount of \$ 35,000.00 is true
and correct, that the items, services and disbursements charged were rendered to or for the municipality on the dates stated, that no part
has been paid or satisfied, that taxes, from which the municipality is exempt, are not included, and that amount claimed is actually due.

X	X	X
Date	SIGNATURE	TITLE

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to
the municipality on the dates stated and the charges are correct.

DATE

AUTHORIZED COUNTY OFFICIAL

APPROVAL FOR PAYMENT

This claim is approved and
ordered paid from the
appropriations indicated above.

Remit To: SRI Fire
Sprinkler, LLC.
1060 Central Avenue
Albany, NY 12205



Inspection Invoice

1/22/2021

Customer Information	Property
City of Saratoga Springs	City Hall
CI1901	474 Broadway
	Saratoga Springs, NY 12866

Invoicing Information	
Job # 357120	Invoice # 014338
Customer PO # 00200497-00	

Work Description	
Sprinkler Inspection	On January 2021
	City Hall - 8hrs. = \$1,273.28
	Canfield Casino - 8hrs. = \$1,273.28
	Indoor Rec Center - 4hrs. = \$636.64
	Water Trtmnt Plant - 4hrs. = \$636.64
	Weibel Ice Rink - 4hrs. = \$636.64
	Vernon Ice Rink- 4hrs. = \$636.64
	\$5,093.12

Tax %	0
Tax	0
Total	\$ 5,093.12

City of Saratoga Springs
5 Lake Avenue
Saratoga Springs, NY 12866

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>Department of Environmental Conservation</p> <p>625 Broadway Albany, NY 12233-1080</p>	<p>BUSINESS UNIT/DEPT. ID: DEC01</p> <p>CONTRACT NUMBER: DEC01-T01016GG-3350000</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>SARATOGA SPRINGS CITY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>City of Saratoga Springs</p>	<p>PROJECT NAME:</p> <p>City of Saratoga Springs - Phase I Street Tree Inventory and Urban Forest Management Plan</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002359</p> <p>Federal Tax ID Number: 146002423</p> <p>DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Department of Public Works 5 Lake Avenue Saratoga Springs, NY 12866</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption State/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DEC01-T01016GG-3350000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 12/17/2020 To: 12/16/2022</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 12/17/2020 To: 12/16/2022</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$50,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p style="margin-left: 40px;"> <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Contract Number: # DEC01-T01016GG-3350000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: ☒ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants

Attachment B: ☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget
☐ B-1 (A) Expenditure Based Budget (Amendment)
☐ B-2 (A) Performance Based Budget (Amendment)
☐ B-3 (A) Capital Budget (Amendment)
☐ B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

Contract Number: # DEC01-T01016GG-3350000

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.	
<p>In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.</p> <p>CONTRACTOR: <u>SARATOGA SPRINGS CITY OF</u></p> <p>By: _____</p> <p>_____</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.</p> <p>STATE AGENCY: <u>Department of Environmental Conservation</u></p> <p>_____</p> <p>By: _____</p> <p>_____</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>
<p>ATTORNEY GENERAL'S SIGNATURE APPROVED AS TO FORM</p> <p>By: _____</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>STATE COMPTROLLER'S SIGNATURE</p> <p>By: _____</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V). Contract Number: # DEC01-T01016GG-3350000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor 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 or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

- h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).
- i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State
Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Robert Messenger
Bureau Chief, Forestry Resources

NYS DEC, Division of Lands & Forests 625 Broadway,
5th Floor
Albany, NY 12233-4250
(518) 402-9428

The designated appeal individual to review decisions is:

Peter Innes
Deputy Director, Lands & Forests
NYS DEC, Division of Lands & Forests 625 Broadway,
5th Floor
Albany, NY 12233-4250
(518) 402-9405

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
 - (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
 - (2) Adopt the decision of the DAI; or
 - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.
- (j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC:
Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.
 - (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If, however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

(a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
 - (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
 - (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
 - (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.
- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.
- (d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:
- (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
 - (2) alterations of the items by the Department;
 - (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
 - (4) use of items in combination with apparatus or devices not delivered by the Contractor;
 - (5) use of items in a manner for which the same were neither designed nor contemplated; or
 - (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned

business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.

- (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

- (1) For purposes of this procurement, the Department hereby establishes an overall goal of up to 0% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, (based on the current availability of qualified MBEs and WBEs).
- (2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address;
<https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- (3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:
 - (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - (ii) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
 - (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
 - (iv) The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “E” of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

- e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of 0% Minority Labor Force Participation, 0% Female Labor Force Participation.

(2) **Staffing Plan Form**

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

(3) **Workforce Employment Utilization Report Form (“Workforce Report”)**

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 - (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
 - (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
- (4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) MWBE Utilization Plan

- (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- (2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.
- (3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Waivers

- (1) For Waiver Requests Contractor should use Waiver Request Form.
- (2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- (3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Liquidated Damages - MWBE Participation

- (1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- (2) Such liquidated damages shall be calculated as an amount equaling the difference between:
 - (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- (3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

Forms referenced in this Article can be found at <http://www.dec.ny.gov/about/48854.html>

XI. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regis/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

XII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, <https://www.access-board.gov/guidelines-and-standards>

XIII. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XIV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XV. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller,

if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVI. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVII. Vendor Responsibility

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

- A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.
- B. With respect to the project, the contractor certifies that is has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

- A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.
- B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

XXVI. DIESEL EMISSIONS REDUCTION ACT 2006

In 2007, New York State passed legislation establishing the Diesel Emissions Reduction Act 2006 (DERA). This Act amended the Environmental Conservation Law (ECL) by adding Section 19-0323 which requires the use of best available retrofit technology (BART) and ultra low sulfur diesel fuel (ULSD) for heavy duty vehicles owned or operated by, including on behalf of, state agencies and state or regional public authorities. The Department has promulgated regulations (6 NYCRR Part 248) to provide guidance on provisions of the law. The regulations may be found on the Department's website at <http://www.dec.ny.gov/regs/2492.html>.

If applicable, the contractor must comply with the specifications and provisions of ECL Section 19-0323 and 6 NYCRR Part 248, which require the use of BART and ULSD, unless specifically waived by the Department. Qualifications for a waiver under this law are the responsibility of the Contractor.

B) PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Local Match Requirements:

As local match expenditures are incurred, they must be reported / included on quarterly expenditure reports for match listed on Attachment B-1 (Expenditure Based Budget). Local match does not need to equal the overall match percentage on each quarterly report, however, per MCG Article III. C. (4), up to 15% of the Department share may be withheld until all performance measures are complete and all required local match has been reported.

The amount of local match required is as follows:

- A. *For Tree Planting, Tree Maintenance and Education Programming projects*, the Department share will not exceed the Contract Funding Amount identified on the Face Page, and the Contractor will provide twenty-five percent (25%) of the total grant amount in eligible local match, not paid from other state or federal funding.
- B. *For Tree Inventory, and Community Forest Management Planning projects*, the Contractor is not required to provide local match on any portion of the Contract Funding Amount identified on the Face Page.

II. Pre-Approval Conditions:

- A. Tree Planting: Prior to the Contractor's purchase and/or planting of plant materials, a Project list of tree species must be submitted for review to an appropriate Department forester or authorized representative.
- B. Tree Inventory: Bidding/Contracting Tree Inventory Work– Upon receiving a grant award, municipalities and NFP's are expected to request bids/estimates per requirements of general municipal law and the awardee's standard procurement policies. Awardees are strongly encouraged to put the work out to bid to control costs and encourage contractor accountability. Tree inventory presents unique contracting challenges because the quantity of trees is unknown (estimated) at the outset and excess funds may be left over at the end.

In order to fairly bid out the work; to collect "apples to apples" quotes; to ensure that payment is based on the original quote; AND to ensure that only services delivered are paid for, awardees must adhere to the following principles:

- i. Remain cognizant of how billing is described consistently throughout all four major contracting phases: 1. Preparing bid documents and announcing contract opportunities; 2. Accepting bids; 3. Reviewing and approving vendor contract language; 4. Issuing payment
- ii. Use language soliciting a flexible, per unit, estimate and billing structure. Contractors should provide a bid/estimate based on a per unit, actual number of trees/sites, and expect reimbursement based on an actual number of trees/sites inventoried. This enables the awardee to assess the bids/estimates fairly and evenly.
- iii. Allow for economies of scale before entering into contract.
We do not want the contractors to underestimate the number of sites otherwise the project may not be completed. However, if fewer sites are delivered, the Contractor may need to charge more per site. This can be accomplished in the bidding/contracting process by requesting contractor pricing as a flexible, variable cost structure based on economies of scale, for example a total bid may include a small baseline number of units at one price while additional units have a separate price.

III. Project Completion Submittals:

- A. *For Tree Inventory projects*, the Contractor is required to submit a digital copy of the final tree inventory in a format compatible with Microsoft Office Excel or Access either through Grants Gateway or on a CD or thumb drive.
- B. *For Community Forest Management Planning projects*, the Contractor is required to submit a digital copy of the completed management plan either through Grants Gateway or on a CD or thumb drive.
- C. *For Tree Maintenance and Tree Planting projects*, the Contractor is required to submit photographic representation of trees planted or pruned or of stump removal locations, either through Grants Gateway or on a CD or thumb drive. The regional DEC forester will inspect the project after completion and a ninety-five 95% survival rate or correct pruning total will be accepted as project approval.
- D. *For Education Programming projects*, the Contractor is required to submit a detailed final report, attendance sheets and details of credits certified by examining organizations for each attendee, photographic representation of workshops and all outreach & education results.

IV. Useful Life of the Project:

The Contractor agrees to maintain and operate the Project for a period of not less than five (5) years from completion.

V. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: Gloria VanDuyne Program Coordinator Urban Forestry
New York State Department of Environmental Conservation 625 Broadway, 5th Floor
Albany, NY 12233-4250
518-402-9428

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

VI. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees The New York State Department of Environmental Conservation, Division of Lands & Forests 5th Floor, 625 Broadway, Albany, NY 12233- 4250, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.

- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- A. Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

- B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Division of Lands & Forests 5th Floor, 625 Broadway, Albany, NY 12233- 4250, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website: <http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- C. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- D. Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- E. Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- G. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 25 percent (25%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ____percent (____%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ____days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement

Number of Days/Claims: 30

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

☒ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☐ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule). In the event that there is no activity taking place for an award, the progress report must still be submitted with future plans and projections.

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditure's report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1	July 1, 2020	September 30, 2020	September 30, 2020
2	October 1, 2020	December 31, 2020	December 31, 2020
3	January 1, 2021	March 31, 2021	March 31, 2021
4	April 1, 2021	June 30, 2021	June 30, 2021
5	July 1, 2021	September 30, 2021	September 30, 2021
6	October 1, 2021	December 31, 2021	December 31, 2021
7	January 1, 2022	March 31, 2022	March 31, 2022
8	April 1, 2022	June 30, 2022	June 30, 2022
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS**PAYMENT AND REPORTING**

1. Advance payments of up to 25% of the awarded grant amount may be available to not-for-profit grantees once a Master Contract for Grants (MCG) has been fully approved by all applicable State agencies. Municipalities are not eligible to receive advance payments under State Finance Law.
2. A Department on-site inspection will be required to confirm all work was completed in accordance to the approved project work plan (including the installation of interpretive signage, if applicable, at the project site). It is recommended that 15% of the total invoice for contractual services consultants performing work on projects within this grant opportunity be withheld until DEC urban forester has inspected and approved the work. If the project fails inspection, the consultant should return to resolve the outstanding work, at which time the final payment should be made, and reimbursement sought from DEC.
3. Any project involving volunteer time will be required to report the number of volunteers and the number of volunteer hours in their project quarterly status reports. The total number of volunteers and volunteer hours for the entire project must be reported in the Final Report.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET***SUMMARY***PROJECT NAME: City of Saratoga Springs - Phase I Street Tree Inventory and Urban Forest Management PlanCONTRACTOR SFS PAYEE NAME: SARATOGA SPRINGS CITY OFCONTRACT PERIOD: From: 12/17/2020
To: 12/16/2022

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Fringe	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0 %	\$0.00	\$0.00
2. Non Personal Services					
a) Contractual Services	\$50,000.00	\$0.00	0 %	\$0.00	\$50,000.00
b) Travel	\$0.00	\$0.00	0 %	\$0.00	\$0.00
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$0.00	\$0.00	0 %	\$0.00	\$0.00
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$50,000.00	\$0.00	0 %	\$0.00	\$50,000.00
TOTAL	\$50,000.00	\$0.00	0 %	\$0.00	\$50,000.00

Contract Number: # DEC01-T01016GG-3350000

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
Subtotal					
TOTAL FRINGE					
PERSONAL SERVICES TOTAL					

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Inventory and Management Plan	\$50,000.00
TOTAL	\$50,000.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL - TYPE/DESCRIPTION	TOTAL
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

OTHER - TYPE/DESCRIPTION		TOTAL
TOTAL		

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: City of Saratoga Springs - Phase I Street Tree Inventory and Urban Forest Management Plan

CONTRACTOR SFS PAYEE NAME: SARATOGA SPRINGS CITY OF

CONTRACT PERIOD: From: 12/17/2020
To: 12/16/2022

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The primary objectives of the Phase I Street Tree Inventory & Urban Forest Management Plan (UFMP) are to maximize public services from street trees & to minimize public expense in achieving the benefits. The full scope of the project is collecting inventory data, conducting an analysis of what exists, determining costs & benefits of the urban forest infrastructure & monitoring how the urban tree population changes as the result of management activities. The premise for a tree inventory is that trees are infrastructure & should be managed as such. The scope of the Inventory entails gathering essential data on the optimum number of existing City Street Trees, which grant resources will allow (\$50,000), in order to accurately evaluate the structure & function of the forest. The City will contract an ISA Certified Arborist with a proven track record to perform the inventory services. The attributes of each tree will, according to UCF guidelines, include: Headings & description; DBH in inches; Tree species – genus & common names; Street address; GPS/GIS coordinates; Crown condition; Tree Risk Assessment; Maintenance recommendation; I-Tree ECO summary report of environmental benefits. The outcome will be the most important & beneficial management tool for the Urban Forest Program; a comprehensive inventory comprised of an accurate data assessment of the urban forests condition & necessary maintenance needs. The inventory will also operate as a facilitator for public outreach & education in conjunction with the efforts of the Project Partner, Sustainable Saratoga. The Inventory data will be utilized as a dynamic tool for developing the UFMP, designed to organize work function priorities & improve efficiency of the DPW's Urban Forestry Division (UFD) which will facilitate the preservation, maintenance, improvement, expansion & long term stewardship & sustainability of the City's urban forest infrastructure. Another objective of the UFMP is to utilize the City's Urban & Community Forest Master Plan in conjunction with the Phase I Street Tree Inventory data to establish short & long-term management goals. The short-term objectives will utilize the inventory data to establish forest health improvement goals & a concise plan for maximizing the ecological, social & economic functions & benefits over time. Because the benefits provided by urban trees are directly related to size, any tree care activity that supports tree health & structural stability leads to sustainability. Strategic & prioritized work plans for performing the forest health improvements will entail hazardous tree removals, corrective pruning techniques, tree preservation efforts, planting plans & other priority maintenance needs. Frequent progress reports for management efficiency, quality control will provide assurance that the short-term goals are accomplished within the set timeframes. Prior to the inception of the UFD, years of deferred maintenance, improper tree care practices in accordance to the ANSI A300 standards, failure to follow Best Management Practices for planting & proper tree maintenance techniques, as well as minimal regulation in regard to the Tree Ordinance & City Code have degraded the health & function of Saratoga's urban forest. The previous work of untrained laborers resulted in poor growth & increased costs due to activities such as inappropriate site preparation & plant selection & poor/improper pruning, which has furthered the urban forest from the goal of Sustainability. The existing

level of forest quality is unknown, but to the trained eye of an experienced ISA Certified Arborist, the maintenance issues are very apparent & abundant. The benefit of having an accurate asset inventory & an organized, data driven management plan will allow The UFD to increase production by prioritizing maintenance needs & instituting a program of routine maintenance with the intent of reducing potential crisis situations. Shifting operations from a predominantly reactive position ('crisis management'), which is based on responding to resident workorder requests & proven to be inefficient & expensive, to a proactive position, where a portion of daily work occurs within the framework of information, prioritized planning & policy & is centered on the long-term goal of sustainability. The outcome will be the highest level of work efficiency & production ever generated in the history of Saratoga's UFD. The more production the crew turns out will in turn yield more benefits to the entire community. The desired outcome of a successful UFMP will be a safe, healthy & sustainable urban forest, which provides the maximum potential ecosystem services to the community. The final conclusion will be Sustainability: the maintenance of ecological, social & economic functions & benefits over time. The individual components of the urban forest will change over time as trees die & are replaced, but the function will be sustained.

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
1	Conduct a Phase I Street Tree Inventory by a team of ISA Certified Arborist - The focus will be on maximizing the number of existing City Street Trees that resources will allow in order to obtain the essential data necessary to accurately evaluate the current structure and function of the urban forest
Tasks	
1.1	Hire qualified Contractor - Develop request for proposal following grant guidelines and reflecting needs/objectives of the City, review proposals and hire contractor with the most qualifications and cost effective proposal. Upload final bid to GG
	<u>Performance Measures</u>
1.1.1	Coalesce proper staff for duties/roles and decision-making. - DPW Administration and City Arborist to advise and develop Request For Proposals to be published, review the proposals and choose the contractor with the proposal which best suits the needs/objectives of the project.
Tasks	
1.2	Conduct Inventory - Conduct Street Tree inventory for prioritized roadways in the Phase I Inventory map according to UCF guidelines. Contractor to inventory (data collection) on as many street trees as the budget allows.
	<u>Performance Measures</u>
1.2.1	Kickoff Meeting - Meeting in with City Arborist, DPW Administration, consultant and DEC, organized by the City, where the consultant will walk through the project, give timelines, ask questions and ascertain City priorities.
1.2.2	Supervision and data collection specifics - Contractor shall collect & submit tree data w/in Phase I project map: Headings & description; DBH; species – genus & common names; Street address; GPS coordinates; Crown condition; health; Hazard id; Maintenance recommendation; I-Tree ECO report
1.2.3	Submit final report to DEC - Submit Excel sheet and shapefile, iTree Eco report to DEC – inspection to be approved. Upload TI to GG. Add volunteers/Tree Board to take photos during inventory process to be used in CFMP – good, bad, utility conflict, historic trees.
Tasks	
1.3	Contingency Plan for residual funds - Formulate a contingency plan for potential residual funds in the case that existing tree count estimates within Phase I project parameters is below estimated total. Get approval from DEC.
	<u>Performance Measures</u>
1.3.1	Inventory additional streets from Phase II - Establish project location parameters by developing a map from documented secondary City roadways actively managed by Urban Forestry Division; documented secondary streets will be prioritized by highest public street tree population.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

- 2 Management Plan - Create a long-term vision for the City of Saratoga Springs urban forest through development of a comprehensive Urban Forest Management Plan

Tasks

- 2.1 Prepare Management Plan - Consultant will prepare an urban forest management plan that will contain all items listed under the UCF guidelines as well as any other items requested by the City after the data from the Inventory Report has been reviewed.

Performance Measures

- 2.1.1 Send Draft version of CFMP to DEC for review. - Send Draft version of CFMP to DEC for review. Move to final version. If possible, contractor to deliver final presentation to City or Sustainable Saratoga.

Objective

- 3 Partnerships - Sustainable Saratoga is the Partner on this project.

Tasks

- 3.1 Partner participation role - Sustainable Saratoga is the Project Partner and will participate in outreach, education, and tree planting efforts; providing input on planting strategies for the Management Plan and sharing urban forest data/reports

Performance Measures

- 3.1.1 Report on Partner's participation - Report on Partners participation at Arbor Day celebration, upload posts from Partner's social media/website or press releases; upload educational efforts; upload notes/minutes from project meetings & upload i-Tree Canopy Report provided by Partner

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
4	Outreach & Education - The City and Sustainable Saratoga will coordinate Outreach & Education Efforts
Tasks	
4.1	Utilize Social Media, Websites, Press Releases and events/meetings - The City and Sustainable Saratoga will utilize Social Media accounts , Websites, Press Releases and events/meetings of which the Press is invited to provide outreach and education to the community
<u>Performance Measures</u>	
4.1.1	Report on O&E - Report on outreach & education efforts performed by Sustainable Saratoga and the City. Outreach activities will include Arbor Day event, contractor final presentation to which media is invited (regular and social). Upload press releases & media posts

Objective	
5	Long Term Support - Develop strategy to ensure the Inventory is kept up to date and the Management Plan is properly executed
Tasks	
5.1	Inventory management and CFMP implementation role - Assign role for Inventory management and CFMP implementation
<u>Performance Measures</u>	
5.1.1	Inventory updates and CFMP implementation - City Arborist will update tree inventory going forward and work with CFMP over next 5 years.

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 25 percent (25%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of ____ percent (____%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement

Number of Days/Claims: 30

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

☒ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

1

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DEC01-T01016GG-3350000

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

1. Advance payments of up to 25% of the awarded grant amount may be available to not-for-profit grantees once a Master Contract for Grants (MCG) has been fully approved by all applicable State agencies. Municipalities are not eligible to receive advance payments under State Finance Law.

2. A Department on-site inspection may be required to confirm all work was completed in accordance to the approved project work plan (including the installation of interpretive signage, if applicable, at the project site).

3. Any project involving volunteer time will be required to report the number of volunteers and the number of volunteer hours in their project quarterly status reports. The total number of volunteers and volunteer hours for the entire project must be reported in the Final Report.



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: Asphalt Concrete
City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
Company Name: Pallette Stone Corp
Company Address: 269 Ballard Road, Wilton, NY 12831
Company Telephone No.: 518-584-2421 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Peter Fitzgerald Title: Vice President
Primary Contact Email: pfitzgerald@dacollins.com
Service to be Provided: Asphalt Concrete
Remit Name (If different from above): _____
Remit Address: _____

- Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Asphalt Concrete, the Vendor and/or Service Provider submitted proposals dated 2/11/21 (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.
- 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 Dec 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.
- Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed unit bid prices, subject to appropriation, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
- Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The 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 Peter Fitzgerald. 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: Peter Fitzgerald
- Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
- City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or

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

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

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

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

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

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

10. **Indemnification**: The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations**: The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements**: All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety**: The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or

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

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

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

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

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

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

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

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

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

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

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

Vendor and/or Service Provider Signature:  Date: 3/3/21

Print Name: Peter Fitzgerald Title: VP

City of Saratoga Springs' Signature: _____ Date: _____

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

Vendor and/or Service Provider Signature:  Date: 3/3/21

Print Name: Peter Fitzgerald Title: VP

PROPOSAL

***** (BID RESPONSE FORM) *****

Pallete Stone Corp.

(firm name)

agrees to furnish Asphalt Concrete to the Saratoga County

Public Works Department, as called for in specification 21-PWAC-3R.

ITEM		PRICE PER TON F.O.B. PLANT_
Spec. Item 402.256901	F9 Binder Course HMA,	\$ 40.35
Spec. Item 403.11RAP	60 Series Compaction Base Course (recycled)	\$ 40.35
Spec. Item 403.118902 Type 1	Base Course	\$ 40.35
Spec. Item 403.128902 Type 2	Base Course	\$ 40.35
Spec. Item 403.138902 Type 3	Dense Binder Course	\$ 41.35
Spec. Item 403.13RAP	Binder Course (recycled)	\$ 39.35
Spec. Item 403.178902 Type 6	Top Course	\$ 45.15
Spec. Item 403.16RAP Type 6	Top Course (recycled)	\$ 42.95
Spec. Item 403.178202 Type 6F2	Top Course (high friction)	\$ 46.55
Spec. Item 403.198902 Type 7	Top Course	\$ 47.35
Spec. Item 403.218902	Trueing & Leveling Course	\$ 47.35
Spec. Item 404.XX Warm Mix	Warm Mix Additive	\$ 4.50
Spec. Item 403.11RAP	CREDIT FOR RAP	(\$ 2.25)/TON

HAULING FROM PLANT TO JOB SITE

(If ordered delivered to job site in supplier's trucks.)

	PRICE PER NET TON MILE
First five (5) miles (each mile up to 5 miles)	\$ 0.79
-PLUS- Each Additional mile 6-15 miles	\$ 0.49
-PLUS- Each Additional mile over 15 miles	\$ 0.49

LOCATION OF PLANT: Brook Road, Saratoga Springs

Item 402.06830118 - 6.3mm F3 PMHMA, 80 Series Compaction \$ 67.35 /ton

HAULING FROM PLANT TO JOB SITE

(If ordered delivered to job site in supplier's trucks.)

	PRICE PER NET TON
First five (5) miles (each mile up to 5 miles)	\$ 0.79
-PLUS- Each Additional mile 6-15 miles	\$ 0.49
-PLUS- Each Additional mile over 15 miles	\$ 0.49

Item 407.02010018 - Tack Coat for 6.3mm F3 PMHMA

\$ NB /gallonHAULING FROM PLANT TO JOB SITE

(If ordered delivered to job site in supplier's trucks.)

**PRICE PER
NET GALLON**

First five (5) miles (each mile up to 5 miles)

\$ NB

-PLUS- Each Additional mile 6-15 miles

\$ NB

-PLUS- Each Additional mile over 15 miles

\$ NB

Price adjustments based on January 2021 average (\$461.00) of F.O.B. terminal price per U.S. ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation (NYSDOT) based on prices of pre-approved primary sources of performance graded binder in accordance with the NYSDOT Standard Specification.

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

DATE February 11, 2021SIGNATURE NAME & TITLE Peter Fitzgerald, Vice PresidentCOMPANY Palette Stone CorpADDRESS 269 Ballard Rd.Wilton, NY 12831TELEPHONE 518-584-2421FAX 518-584-4382E-MAIL pbfitzgerald@dacollins.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2020

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
Alliant Insurance Services, Inc.
40 Stanford Drive 2nd Floor
Farmington CT 06032

CONTACT NAME: Deanna Coughlin

PHONE (A/C, No, Ext): 860-269-2166

FAX (A/C, No):

E-MAIL ADDRESS: deanna.coughlin@alliant.com

INSURED
Pallette Stone Corporation
269 Ballard Road
Wilton, NY 12831

DACOLLI-01

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Company

10677

INSURER B: American Guarantee and Liability

26247

INSURER C: AXIS Insurance Company

37273

INSURER D: Westchester Fire Insurance Com

10030

INSURER E:**INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 988942339**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		EPP 059 97 47	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		EBA0599176	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		EPP 059 97 47	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC-4181473-00	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Tier 2 - Excess Liability			P-001-000258439-02	1/1/2021	1/1/2022	Limit \$2,000,000
D	Tier 3 - Excess Liability			G717736002	1/1/2021	1/1/2022	Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Saratoga Springs is included as Additional Insured as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Automobile, General Liability and Umbrella/Excess Liability policies. Automobile, General Liability and Umbrella/Excess Liability evidenced herein are primary and noncontributory to other insurance available to an additional insured, but only to the extent required by written contract with the insured and executed prior to a loss.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs
474 Broadway
Saratoga Springs NY 12866

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

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Palette Stone Corporation 269 Ballard Road Wilton, NY 12831
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Insured under said contract, with respect to the Automobile, General Liability and Umbrella/Excess Liability policies. Automobile, General Liability and Umbrella/Excess Liability evidenced herein are primary and noncontributory to other insurance available to an additional insured, but only to the extent required by written contract with the insured and executed prior to a loss.



**Workers'
Compensation
Board**

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

1a. Legal Name & Address of Insured (use street address only) Palette Stone Corp 269 Ballard Road Wilton, NY 12831 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (518)664-9855 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number or Social Security Number 14 0951322
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	3a. Name of Insurance Carrier American Guarantee and Liability Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC-4181473-00 3c. Policy effective period 01/01/2021 to 01/01/2022 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

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

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

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

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

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

Approved by: Linda Mattes

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____

(Signature)

(Date)

Title: First Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: (860) 268-2166

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.

Request for Certification of Sufficient Funds

Submittal Date: 03/10/21

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

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

Vendor: Palette Stone Corp
Project: Asphalt Concrete

Appropriation – Current Budget Expense Org/Object/Proj(s): A3335014-54100
Amount Requested for Approval: \$ 60,000.00
Current Amount Available: \$ 62,695.45

DS


Appropriation – Current Budget Expense Org/Object/Proj(s): A3335134-54100
Amount Requested for Approval: \$ 435,734.53
Current Amount Available: \$ 435,734.53 (PO 200725)

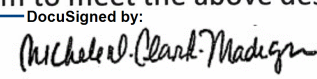


Department Head Signature

3/10/2021
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

3/10/2021

Approval Date

COUNTY OF SARATOGA

REQUEST FOR BIDS
ASPHALT CONCRETE
Specification 21-PWAC-3R



Opening February 11, 2021 @ 11:00 a.m.

SARATOGA COUNTY PURCHASING DEPARTMENT
JOHN T. WARMT, DIRECTOR OF PURCHASING
50 WEST HIGH STREET
BALLSTON SPA, NEW YORK 12020

COUNTY OF SARATOGA
PURCHASING DEPARTMENT
50 WEST HIGH STREET
BALLSTON SPA, NEW YORK 12020
(p) 518-885-2210 (f) 518-885-2220

GENERAL CONDITIONS

(For the purchase of materials, supplies, services, and equipment)

All invitations to bid issued by the County of Saratoga will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the County.

DEFINITIONS

"County"	- shall be the legal designation of the County of Saratoga.
"Bid"	- an offer to furnish materials, supplies, services, and or equipment in accordance with the invitation to bid, the general conditions, and the specifications.
"Bid Offer"	- the form on which the bidder submits their bid
"Bidder"	- any individual, company, or corporation submitting a bid.
"Business Day"	- any day that the Saratoga County Purchasing Department is open to conduct normal business.
"Successful bidder"	- any bidder to whom an award is made by the County.
"Specification"	- a detailed description of materials, supplies, services, and/or equipment.

BIDS

1. The date and time of all bid openings will be given in the Notice to Bidders, the bid cover page, and in the Instructions to Bidders.

2. Saratoga County distributes bidding documents through the Empire State Purchasing Group website (<http://www.empirestatebidsystem.com/>) or through the Saratoga County Purchasing Office. Only those vendors who obtain bidding documents from either the Saratoga County Purchasing Department or from the Empire State Purchasing Group website are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from any other source you are strongly encouraged to obtain a copy from a source mentioned above.

3. All bids received after the deadline, by any delivery method, will be considered late and will be returned unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. The bidder assumes responsibility for having his bid deposited on time at the place specified. The County will not accept facsimile or e-mail bids.

4. All information required by the Instructions to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid. The County reserves the right to reject any incomplete bid.

5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, services or equipment required and a representation that the bidder can furnish the supplies, services, materials, or equipment in complete compliance with the specifications.

6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be indicated in the space provided on the bid forms or additional sheet of paper.

7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. **All signatures must be original signatures. Photocopied, facsimile, printed, stamped, or typewritten signatures will not be accepted.**

8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the County is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. The County of Saratoga is also exempt from Transportation Tax.

9. In all specifications, the words "or equal" are understood after each article giving a manufacturer's name or catalog reference, or on any patented article, unless, for reasons of efficiency and economy, the Board of Supervisors has passed a resolution "standardizing" certain equipment purchases. The decision of the County as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, the bidder must in every instance give the trade designation of the item, manufacturer's name, and detailed specification of the item he proposes to furnish. Otherwise, the bid will be construed as submitted on the identical item as specified.

10. Bids on equipment must be standard new equipment, of latest model, and in current production, unless otherwise specified.

11. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

12. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise the bid for that group may be rejected.

13. All prices quoted must be "per unit" as specified; do not quote "per case" when "per dozen" is requested; otherwise the bid may be rejected.

14. If indicated in the bid documents, all bidders must insert the price per unit and the extensions against each item in their bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

15. Prices shall be net F.O.B. to the requesting Saratoga County department. If the award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

16. All bids must be sealed. Bids may be submitted either in plain or opaque envelopes. All bids must be addressed to the Director of Purchasing. Bid envelopes must be clearly marked with the bid name, the date and time of the bid opening, as indicated on the Notice to Bidders. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time. The County will not accept facsimile or e-mail bids.

17. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the County, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the County in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

SAMPLES

18. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless the bid sample is superior, in which case, deliveries must be the same identity and quality as accepted bid sample.

19. The County reserves the right to request a representative sample of the item quoted prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the County may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.

20. Samples, when required, must be submitted strictly in accordance with the instructions; otherwise, the bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) business days of the request, or as directed, for the bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at their expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

21. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the County. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

22. Awards will be made to the lowest responsible bidder or by Best Value Methodology, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, services, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

23. The County reserves the right to reject all bids. Also reserved to the County is the right to reject, for cause, any bid in whole or in part and to waive technical defects; qualifications; irregularities; and omissions if in the County's judgement the best interests of the County will be served. Also reserved is the right to reject bids and to purchase items on State or County contract or BOCES or other municipal bids if such items can be obtained at a lower price.

24. The County reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder can prove that their submission has an obvious clerical error or where the enforcement of the bid would impose unconscionable hardship on the bidder.

25. Under NYS General Municipal Law Section (103), subdivision (3), it is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting bid award. Each participating entity shall be billed by and make payment directly to the successful bidder. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Saratoga County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.

26. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

CONTRACT

27. Each bid will be received with the understanding that the acceptance thereof by the County, approved by the County, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the County. The Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of the bid. Minimum Orders are not acceptable; the Contract will be for all items actually ordered. The Contract shall bind the County on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, unless otherwise specified. Payments will be processed after the receipt of a properly executed Saratoga County voucher and associated invoice from the successful bidder.

28. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in the successful bid, will be considered sufficient notice of acceptance of contract.

29. If the successful bidder fails to deliver within the time specified or within a reasonable amount of time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity. Whenever the County seeks legal enforcement of the provisions of said contract, the successful bidder shall be liable for payment of the County's legal costs, including reasonable attorney's fees.

30. The County may cancel the contract in writing with 10 days' notice upon non-performance of the contract.

31. If the successful bidder fails to deliver as ordered, the County reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.

32. Cancellation of a contract for any reason may result in the bidder being found as non-responsive/non-responsible and removal of the successful bidder's name from mailing lists for future proposals until such time that the County has determined the bidder has resolved any issues that caused the initial finding.

33. When materials, equipment, services or supplies are rejected, they must be removed by the successful bidder from the premises of the County within five business (5) days of notification. Rejected items left longer than five business (5) days will be regarded as abandoned, and the County shall have the right to dispose of them as its own property.

34. No items are to be shipped or delivered until the successful bidder receives an official order from the County.

35. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company, or corporation, without the previous written consent of the County.

INSTALLATION OF EQUIPMENT

36. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order.

37. Equipment, supplies, services and materials shall be stored at the site only on the approval of the County and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

38. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and handle installation work promptly.

39. Bidders shall acquaint themselves with conditions to be found at the project site, or sites, and shall assume all responsibility for placing and installing the equipment in the locations required.

40. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented "as is". Equipment is available for inspection only at the delivery point listed unless otherwise specified.

41. The successful bidder guarantees:

- The products against defective material or workmanship and will repair or replace any damages or marring occasioned in transit.
- To furnish adequate protection from damage for all work and to repair damages of any kind for which the successful bidder or its workers are responsible, to the building or equipment, to their own work, or to the work of other successful bidders.
- To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
- That all deliveries will be equal to the accepted bid sample.
- That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County.
- Any merchandise provided under the contract, which is or becomes defective during the guarantee period, shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the County.

DELIVERY

42. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear in the Instructions or Specification, it will be interpreted to mean prompt delivery (not to exceed 30 calendar days). The decision of the County as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.

43. The County will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the County shall govern.

44. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.

45. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving department will note for the benefit of successful bidder when packages are not received in good condition.

46. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the County. The successful bidder will be required to furnish proof of delivery in every instance.

47. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

48. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number

Purchase Order Number

Name of Article

Item Number

Quantity

Name of the successful bidder

Cartons shall be labeled with purchase order number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

49. Payment for the used portion of an inferior delivery will be made by the County on an adjusted price basis.

50. Payment will be made only after correct presentation of packing slips, invoices and a properly executed Saratoga County Voucher are provided to the requesting department by the successful bidder.

51. Payments of any claim shall not preclude the County from making claim for adjustment on any item found not to have been in accordance with the general conditions and specifications.

SAVE HARMLESS

52. Successful bidders shall protect, indemnify, defend and save the County harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of the successful bidder's company, its officers, employees and agents, including but not limited to claims brought by third parties, employees of the County or employees of the company.

NONDISCRIMINATION CLAUSE

53. The bidder agrees that it will not discriminate against any employee, applicant for employment or student because of race, creed, color, national origin, religion, sex, age, disability, marital status, sexual orientation or other non-merit factors. Such action shall be taken with reference to, but not be limited to employment practices and provision of services under any contract with the County of Saratoga.

TITLE VI NONDISCRIMINATION STATEMENT

54. The County of Saratoga, 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 Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act) hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertised bid, that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The entire County of Saratoga Title VI Plan can be viewed by going to the Saratoga County website (www.saratogacountyny.gov).

55. All questions regarding this bid should be directed to the Saratoga County Purchasing Department at (518) 885-2210.

56. By submitting a bid you are indicating that you have read and will abide by these General Conditions.

INSTRUCTIONS TO BIDDERS

1. By these specifications, 21-PWAC-3R, it is the intent of Saratoga County, through its Purchasing Department, to secure a bid for Asphalt Concrete. Sealed bids will be received until 11:00 a.m. Thursday, February 11, 2021 at which time bids will be publicly opened and read aloud.
2. Bids must be addressed to the Saratoga County Purchasing Department, 50 West High Street, Ballston Spa, NY 12020 and must be in a sealed envelope plainly marked - BID FOR ASPHALT CONCRETE.
3. The contract period is from the date of award through December 31, 2021.
4. Delivery charges must be included in the bid.
5. The quantities listed are estimated only. However, each contract shall be for the quantities actually ordered during the contract period. The contractor must furnish all quantities actually ordered during the contract period.
6. Under NYS General Municipal Law Section (103), subdivision (3), it is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting bid award. Each participating entity shall be billed by and make payment directly to the successful bidder. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Saratoga County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.
7. Purchases by Saratoga County are not subject to any sales or federal excise taxes. Saratoga County is also exempt from the Transportation Tax.
8. **Saratoga County distributes bidding documents through the Empire State Purchasing Group website (<http://www.empirestatebidsystem.com>) or through the Saratoga County Purchasing Office. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Saratoga County Purchasing Department or from the Empire State Purchasing Group website are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from any other source you are strongly encouraged to obtain an official copy.**
9. Bidders must sign and submit, to the Purchasing Department, a Non-Collusive Bidding Certificate, an Iranian Energy Sector Divestment Certificate, and a Certificate of Compliance for the Prevention of Sexual Harassment (attached). **ORIGINAL SIGNATURES, NO PHOTOCOPIES ACCEPTED.**
10. Saratoga County will reject any bid that does not have a signed proposal page. **ORIGINAL SIGNATURES, NO PHOTOCOPIES ACCEPTED.**
11. Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause for discontinuing business with the successful bidder.

12. **Saratoga County, through its Purchasing Department, reserves the right to accept any alternate proposal not significantly altering the bid specifications.**
13. Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.
14. All questions regarding this bid should be directed to:
John Warnt, Director of Purchasing
Telephone: (518) 885-2210

SPECIFICATION 21-PWAC-3R
Asphalt Concrete

GENERAL:

All plant mixed bituminous concrete items shall be furnished in accordance with sections 400 and 703-09 of the New York State Department of Transportation Specifications, Construction, and Materials, dated May 1, 2008, with addenda.

6.33mm Polymer Modified Hot Mix Asphalt –

will be furnished to the Saratoga County Public Works Garage and various municipal job sites in Saratoga County. This product is to be used as a preventive treatment used to extend a pavement's service life without significantly improving the pavement's structural capacity. The use of high friction stone is required of this mix.

Warm Mix Additive (WMA)-

This additive can be added to all performance-grade binders. WMA is used to reduce environmental emissions by producing material at a lower temperature than HMA, improves workability and compaction along with extending the paving season.

PLANT REQUIREMENTS:

The material furnished shall be produced in a plant inspected and approved within the previous 12-month period as meeting the N.Y.S.D.O.T. requirements section 401. Certification must be submitted to the Purchasing Department. Bidders must submit, with their bid, the most recently approved NYSDOT Job Mix Formula for each item.

Certification from the producer of the high friction stone must be supplied.

DELIVERY:

Delivery shall be made at the plant into trucks owned or hired by the County, only after authorization by the County Commissioner of Public Works.

Bids are also requested on delivery costs for hauling the material from the plant to the road job site in trucks owned or hired by the material supplier. The delivery charge shall include unloading materials into the hopper. This option may be used by the County when necessary to expedite the work. It is anticipated that this option will be extensively used by the County. A weight slip, indicating asphalt content, is required with each delivery. Invoices must be sent promptly, by the contractor, to the County Commissioner of Public Works.

AVAILABILITY:

It is anticipated that approximately 15,000 tons of binder and 12,000 tons of top material will be needed for Saratoga County's projects during the 2021 construction season. It is very important that the material be supplied at a rate to maintain continuity of the paving operation. If County trucks are delayed for more than 50 minutes or forced back by other trucks while waiting in line the County may supplement material from the second low bidder. This also holds true for delivery to paver using supplier's trucks.

MATERIAL:

The materials and composition for the polymer-modified mixtures shall meet the requirements specified in NYSDOT's EI 08-011 specifications with the following exception:

- Item 402.06831118 – Plant Production Quality Adjustment to 402.06830118

TACK COAT:

The polymer-modified hot mix asphalt mixture requires the use of item 407.02010018, tack coat for 6.3mm Polymer-Modified HMA as a tack coat.

The materials and the composition for the above item shall meet the requirements specified in NYSDOT's EI-08-011 specifications.

SPECIAL CONDITIONS:

The bidder is informed that the delivery of bituminous concrete is to be made immediately in the quantities and types and at the time ordered by the County. It is mutually understood that the bidder will be notified as far in advance as possible as to the projected total quantities and type of bituminous concrete required and the approximate date the delivery is to be made.

Asphalt requiring warm mix additive (WMA) is to be scheduled with the vendor a minimum of three (3) days prior to the scheduled paving job with the quantities of asphalt to be mutually agreed upon.

PRICE ADJUSTMENTS:

Price adjustments, allowed will be based on the January 2020 average of the F.O.B. terminal price per U.S. ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

January 2021 average is \$461.00/U.S. Ton.

Technical Information:

Some asphalt conversion factors were modified to eliminate the additional, lower value for mixes containing reclaimed asphalt pavements (RAP).

The following listed spec. items are to use the total % asphalt plus fuel allowances as shown:

Item 403.13 RAP Binder	6.5%
Item 403.16 RAP Top Course	7.2%
Item 403.178202 Top Course	7.2%

NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.

In the event that one or more of the New York State Department of Transportation pre-approved sources discontinue posting a price for asphalt cement, the base average F.O.B. terminal price shall not be recalculated.

AWARD:

Award of the contract shall be made to any or all bidders who, meeting all the requirements of the specifications, submit the lowest price per ton (or gallon for item #407.02010018). Minimum haul distance, plant waiting time and specific material availability shall be a consideration.

To determine the low bidder including County hauling costs, the following formula will be used (If any bidder's plants are located within one (1) mile of each other, they shall be considered equal distance from each work site):

\$.30 each mile up to five (5) miles

PLUS- .25 each additional mile - 6 to 15 miles

PLUS- .20 each additional mile - over 15 miles

SAMPLE FORMULA ATTACHED

Bidders must also furnish prices for hauling from plant to job site. If ordered delivered to job site, mileage allowed will be actual minimum mileage between the two points over properly conditioned roads as determined by the County (one way).

SAMPLE FORMULA

\$.30 each mile up to five (5) miles
-PLUS- .25 each additional mile - 6 to 15 miles
-PLUS- .20 each additional mile - **OVER** 15 miles

#1) Project to Plant - one-way = 4 miles:

\$.30 x 4 = \$1.20 --- \$1.20 added to unit price per ton for a total cost per ton for each item.

#2) Project to Plant - one-way = 10 miles:

\$.30 x 5 = \$1.50

\$.25 x 5 = \$1.25

\$2.75 --- \$2.75 added to unit price per ton for a total cost per ton for each item.

#3) Project to Plant - one-way = 20 miles.

\$.30 x 5 = \$1.50

\$.25 x 10 = \$2.50

\$.20 x 5 = \$1.00

\$5.00 --- \$5.00 added to unit price per ton for a total cost per ton for each item.

PROPOSAL

*****(BID RESPONSE FORM)*****

_____ agrees to furnish Asphalt Concrete to the Saratoga County
(firm name)

Public Works Department, as called for in specification 21-PWAC-3R.

ITEM		PRICE PER TON F.O.B. PLANT_
Spec. Item 402.256901	F9 Binder Course HMA, 60 Series Compaction	\$_____
Spec. Item 403.11RAP	Base Course (recycled)	\$_____
Spec. Item 403.118902 Type 1	Base Course	\$_____
Spec. Item 403.128902 Type 2	Base Course	\$_____
Spec. Item 403.138902 Type 3	Dense Binder Course	\$_____
Spec. Item 403.13RAP	Binder Course (recycled)	\$_____
Spec. Item 403.178902 Type 6	Top Course	\$_____
Spec. Item 403.16RAP Type 6	Top Course (recycled)	\$_____
Spec. Item 403.178202 Type 6F2	Top Course (high friction)	\$_____
Spec. Item 403.198902 Type 7	Top Course	\$_____
Spec. Item 403.218902	Trueing & Leveling Course	\$_____
Spec. Item 404.XX Warm Mix	Warm Mix Additive	\$_____
Spec. Item 403.11RAP	CREDIT FOR RAP	(\$_____) /TON

HAULING FROM PLANT TO JOB SITE
(If ordered delivered to job site in supplier's trucks.)

	<u>PRICE PER NET TON MILE</u>
First five (5) miles (each mile up to 5 miles)	\$_____
-PLUS- Each Additional mile 6-15 miles	\$_____
-PLUS- Each Additional mile over 15 miles	\$_____

LOCATION OF PLANT: _____

Item 402.06830118 – 6.3mm F3 PMHMA, 80 Series Compaction **\$_____/ton**

HAULING FROM PLANT TO JOB SITE
(If ordered delivered to job site in supplier's trucks.)

	<u>PRICE PER NET TON</u>
First five (5) miles (each mile up to 5 miles)	\$_____
-PLUS- Each Additional mile 6-15 miles	\$_____
-PLUS- Each Additional mile over 15 miles	\$_____

Item 407.02010018 – Tack Coat for 6.3mm F3 PMHMA

\$_____/gallon

HAULING FROM PLANT TO JOB SITE

(If ordered delivered to job site in supplier's trucks.)

**PRICE PER
NET GALLON**

First five (5) miles (each mile up to 5 miles)

\$_____

-PLUS- Each Additional mile 6-15 miles

\$_____

-PLUS- Each Additional mile over 15 miles

\$_____

Price adjustments based on January 2021 average (\$461.00) of F.O.B. terminal price per U.S. ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation (NYSDOT) based on prices of pre-approved primary sources of performance graded binder in accordance with the NYSDOT Standard Specification.

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

DATE_____

SIGNATURE_____

NAME & TITLE_____

COMPANY_____

ADDRESS_____

TELEPHONE_____

FAX_____

E-MAIL_____

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law

(a) 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 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.”

I hereby affirm under the penalties of perjury that the foregoing statements are true.

Dated: _____, 20____.

Signature Title

STATE OF)
) ss:
COUNTY OF)

Subscribed to and sworn before me this ____ day of _____, 20 ____
by _____ (name of signer).

Notary Public

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- ☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, 20____.

STATE OF)
) ss.:
COUNTY OF)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

Printed Name

Title

Subscribed and sworn to before me this ____
day of _____, 20____.

Notary Public

**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

☐ By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

☐ I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____
_____.

Dated: _____, 20____.

STATE OF _____)
COUNTY OF _____) ss:

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

Printed Name

Title

Subscribed and sworn to before me this _____
day of _____, 20____.

Notary Public

VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name _____

Address _____

Business Type (Sole Proprietorship, Corporation, LLC, etc.) _____

Is your business a Disadvantaged Business Enterprise (DBE)? **Yes** **No**

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? **Yes** **No**

Does your business have a small business status? **Yes** **No**

Any other business status, please provide information: _____

Provide the name of the Certifying Entity (ties): _____

Have you conducted business with the County before? **Yes** **No**

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN # : _____

How did you discover this Bid opportunity? _____

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? **Yes** **No**

If Yes, do you find it useful (explain) or if No, why? _____

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.

SARATOGA COUNTY PURCHASING

Central Stores ~ Central Printing ~ Central Mail
50 West High Street * Ballston Spa, NY 12020

Telephone: (518) 885-2210
Fax: (518) 885-2220

ADDENDUM 1

Bid for Asphalt Concrete Specification 21-PWAC-3R

This addendum includes new proposal pages that reflect the proper Price Adjustment information. Please include with your bid submission.

JOHN T. WARMT
Director of Purchasing
January 14, 2021

PROPOSAL

*****(BID RESPONSE FORM)*****

_____ agrees to furnish Asphalt Concrete to the Saratoga County
(firm name)

Public Works Department, as called for in specification 21-PWAC-3R.

ITEM		PRICE PER TON F.O.B. PLANT_
Spec. Item 402.256901	F9 Binder Course HMA, 60 Series Compaction	\$_____
Spec. Item 403.11RAP	Base Course (recycled)	\$_____
Spec. Item 403.118902 Type 1	Base Course	\$_____
Spec. Item 403.128902 Type 2	Base Course	\$_____
Spec. Item 403.138902 Type 3	Dense Binder Course	\$_____
Spec. Item 403.13RAP	Binder Course (recycled)	\$_____
Spec. Item 403.178902 Type 6	Top Course	\$_____
Spec. Item 403.16RAP Type 6	Top Course (recycled)	\$_____
Spec. Item 403.178202 Type 6F2	Top Course (high friction)	\$_____
Spec. Item 403.198902 Type 7	Top Course	\$_____
Spec. Item 403.218902	Trueing & Leveling Course	\$_____
Spec. Item 404.XX Warm Mix	Warm Mix Additive	\$_____
Spec. Item 403.11RAP	CREDIT FOR RAP	(\$_____) /TON

HAULING FROM PLANT TO JOB SITE
(If ordered delivered to job site in supplier's trucks.)

	<u>PRICE PER NET TON MILE</u>
First five (5) miles (each mile up to 5 miles)	\$_____
-PLUS- Each Additional mile 6-15 miles	\$_____
-PLUS- Each Additional mile over 15 miles	\$_____

LOCATION OF PLANT: _____

Item 402.06830118 – 6.3mm F3 PMHMA, 80 Series Compaction **\$_____/ton**

HAULING FROM PLANT TO JOB SITE
(If ordered delivered to job site in supplier's trucks.)

	<u>PRICE PER NET TON</u>
First five (5) miles (each mile up to 5 miles)	\$_____
-PLUS- Each Additional mile 6-15 miles	\$_____
-PLUS- Each Additional mile over 15 miles	\$_____

Item 407.02010018 – Tack Coat for 6.3mm F3 PMHMA

\$_____/gallon

HAULING FROM PLANT TO JOB SITE

(If ordered delivered to job site in supplier's trucks.)

**PRICE PER
NET GALLON**

First five (5) miles (each mile up to 5 miles)

\$_____

-PLUS- Each Additional mile 6-15 miles

\$_____

-PLUS- Each Additional mile over 15 miles

\$_____

Price adjustments based on January 2021 average (\$461.00) of F.O.B. terminal price per U.S. ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation (NYSDOT) based on prices of pre-approved primary sources of performance graded binder in accordance with the NYSDOT Standard Specification.

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

DATE_____

SIGNATURE_____

NAME & TITLE_____

COMPANY_____

ADDRESS_____

TELEPHONE_____

FAX_____

E-MAIL_____



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: Crushed Stone
City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
Company Name: Pallette Stone Corp
Company Address: 269 Ballard Road, Wilton, NY 12831
Company Telephone No.: 518-584-2421 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Peter Fitzgerald Title: Vice President
Primary Contact Email: pfitzgerald@dacollins.com
Service to be Provided: Crushed Stone
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 Crushed Stone, the Vendor and/or Service Provider submitted proposals dated 9/9/20 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
- 2. Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by Dec 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 Peter Fitzgerald. 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: Peter Fitzgerald
- 5. Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
- 6. City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or

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

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

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

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

D. For projects involving the provision of **professional services**:

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

E. For projects involving any form of **pollution risk or exposure, environmental hazard, asbestos or special circumstances**:

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

F. For **software and technology projects**:

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

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

10. **Indemnification**: The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations**: The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements**: All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety**: The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or

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

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

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

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

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

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

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

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

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

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

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

Vendor and/or Service Provider Signature: Peter Fitzgerald Date: 3/3/21

Print Name: Peter Fitzgerald Title: VP

City of Saratoga Springs' Signature: _____ Date: _____

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

Vendor and/or Service Provider Signature: _____

Date: _____

3/3/21

Print Name: _____

Peter Fitzgerald

Title: _____

VP

PROPOSAL

******(BID RESPONSE FORM)******

Pallette Stone Corp. agrees to furnish Crushed Stone, Gravel, and Concrete Sand to
(firm name)

The Saratoga County Public Works Department, as called for in specification 20-PWCSGS-50R.

<u>ITEM</u>	<u>MATERIAL</u>	<u>SIZE</u>	<u>NYS DOT REFERENCE</u>	<u>PRICE PER TON (F.O.B.plant)</u>	<u>LOCATION OF PLANT</u>
1	Crushed Stone	1A	Section 703	\$ <u>13.75</u>	<u>Saratoga Springs</u>
2	Crushed Stone	1ST	Section 703	\$ <u>NB</u>	
3	Crushed Stone	1	Section 703	\$ <u>9.50</u>	<u>Saratoga Springs</u>
4	Crushed Stone	2	Section 703	\$ <u>9.25</u>	<u>Saratoga Springs</u>
5	Crushed Stone	3	Section 703	\$ <u>9.25</u>	<u>Saratoga Springs</u>
6	Washed Crushed Stone	1A	Section 703	\$ <u>NB</u>	
7	Washed Crushed Stone	1ST	Section 703	\$ <u>NB</u>	
8	Washed Crushed Stone	1	Section 703	\$ <u>NB</u>	
9	Washed Crushed Stone	2	Section 703	\$ <u>NB</u>	
10	Stone Dust (screenings)		Section 703	\$ <u>8.50</u>	<u>Saratoga Springs</u>
11	Rubble (NYS-DOT Type 2)		Section 304	\$ <u>8.00</u>	<u>Saratoga Springs</u>
12	Stone Fill	fine	Section 620	\$ <u>10.00</u>	<u>Saratoga Springs</u>
13	Stone Fill	light	Section 620	\$ <u>10.50</u>	<u>Saratoga Springs</u>
14	Stone Fill	medium	Section 620	\$ <u>11.50</u>	<u>Saratoga Springs</u>
15	Stone Fill	heavy	Section 620	\$ <u>11.50</u>	<u>Saratoga Springs</u>
16	Recycled Concrete Rubble			\$ <u>7.00</u>	<u>Saratoga Springs</u>
17	Fine Rubble Stone Mix (Shoulder Stone Mix)			\$ <u>13.00</u>	<u>Saratoga Springs</u>

COMPANY NAME: Pallette Stone Corp.

- 18 Item #203-2.02 Select Structural Fill \$ 8.50 / ~~cu. yd.~~ ^{ton} loaded
- 19 Item #304.14M Crushed Gravel (type4) \$ NB / cu. yd. loaded
- 20 Item #703.07M Concrete Sand (washed paving sand) \$ 18.00 / ~~cu. yd.~~ ^{ton} loaded

Note: For bids submitted on the basis of price per ton (in lieu of cubic yard) Saratoga County will utilize the measurement of 1 cubic yard = 1.5 ton.

STOCKPILE LOCATION: 373 Washington Street, Saratoga Springs

Saratoga County, through its Purchasing Department, reserves the right to reject any or all bids.

DATE 9/9/20

SIGNATURE



NAME & TITLE Peter Fitzgerald, Vice President

COMPANY Palette Stone Corp.

ADDRESS 269 Ballard Road

Wilton, NY 12831

TELEPHONE 518/584-2421

FAX 518/584-3877

EMAIL pbfitzgerald@dacollins.com

PROPOSAL

******(BID RESPONSE FORM)******

Palette Stone Corp. agrees to furnish Crushed Stone, Gravel, and Concrete Sand to
(firm name)

The Saratoga County Public Works Department, as called for in specification 20-PWCSGS-50R.

ITEM	MATERIAL	SIZE	NYS DOT REFERENCE	PRICE PER TON (F.O.B.plant)	LOCATION OF PLANT
1	Crushed Stone	1A	Section 703	\$ <u>NB</u>	
2	Crushed Stone	1ST	Section 703	\$ <u>NB</u>	
3	Crushed Stone	1	Section 703	\$ <u>11.75</u>	<u>South Corinth</u>
4	Crushed Stone	2	Section 703	\$ <u>11.50</u>	<u>South Corinth</u>
5	Crushed Stone	3	Section 703	\$ <u>11.50</u>	<u>South Corinth</u>
6	Washed Crushed Stone	1A	Section 703	\$ <u>NB</u>	<u>South Corinth</u>
7	Washed Crushed Stone	1ST	Section 703	\$ <u>NB</u>	<u>South Corinth</u>
8	Washed Crushed Stone	1	Section 703	\$ <u>NB</u>	<u>South Corinth</u>
9	Washed Crushed Stone	2	Section 703	\$ <u>NB</u>	<u>South Corinth</u>
10	Stone Dust (screenings)		Section 703	\$ <u>NB</u>	<u>South Corinth</u>
11	Rubble (NYS-DOT Type 2)		Section 304	\$ <u>NB</u>	<u>South Corinth</u>
12	Stone Fill	fine	Section 620	\$ <u>NB</u>	<u>South Corinth</u>
13	Stone Fill	light	Section 620	\$ <u>NB</u>	<u>South Corinth</u>
14	Stone Fill	medium	Section 620	\$ <u>NB</u>	<u>South Corinth</u>
15	Stone Fill	heavy	Section 620	\$ <u>NB</u>	<u>South Corinth</u>
16	Recycled Concrete Rubble			\$ <u>NB</u>	<u>South Corinth</u>
17	Fine Rubble Stone Mix (Shoulder Stone Mix)			\$ <u>NB</u>	<u>South Corinth</u>

COMPANY NAME: Palette Stone Corp.

Crushed Stone, Gravel, and Concrete Sand

September 10, 2020

- 18 Item #203-2.02 Select Structural Fill \$ NB / cu. yd. loaded
- 19 Item #304.14M Crushed Gravel (type4) \$ NB / cu. yd. loaded
- 20 Item #703.07M Concrete Sand (washed paving sand) \$ 11.00 / ^{ton}~~cu. yd.~~ loaded

ADDITIONAL ITEMS:

Fill Sand

\$4.00/ton loaded

Note: For bids submitted on the basis of price per ton (in lieu of cubic yard) Saratoga County will utilize the measurement of 1 cubic yard = 1.5 ton.

STOCKPILE LOCATION: 33 Chapman Street, South Corinth

Saratoga County, through its Purchasing Department, reserves the right to reject any or all bids.

DATE 9/9/20SIGNATURE NAME & TITLE Peter Fitzgerald, Vice PresidentCOMPANY Palette Stone Corp.ADDRESS 269 Ballard RoadWilton, NY 12831TELEPHONE 518/584-2421FAX 518/584-3877EMAIL pbfitzgerald@dacollins.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2020

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
Alliant Insurance Services, Inc.
40 Stanford Drive 2nd Floor
Farmington CT 06032

CONTACT NAME: Deanna Coughlin
PHONE (A/C, No, Ext): 860-269-2166
FAX (A/C, No):
E-MAIL ADDRESS: deanna.coughlin@alliant.com

INSURED
Pallette Stone Corporation
269 Ballard Road
Wilton, NY 12831

DACOLLI-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Cincinnati Insurance Company	10677
INSURER B :	American Guarantee and Liability	26247
INSURER C :	AXIS Insurance Company	37273
INSURER D :	Westchester Fire Insurance Com	10030
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 988942339

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		EPP 059 97 47	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		EBA0599176	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		EPP 059 97 47	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC-4181473-00	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Tier 2 - Excess Liability			P-001-000258439-02	1/1/2021	1/1/2022	Limit \$2,000,000
D	Tier 3 - Excess Liability			G717736002	1/1/2021	1/1/2022	Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Saratoga Springs is included as Additional Insured as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Automobile, General Liability and Umbrella/Excess Liability policies. Automobile, General Liability and Umbrella/Excess Liability evidenced herein are primary and noncontributory to other insurance available to an additional insured, but only to the extent required by written contract with the insured and executed prior to a loss.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs
474 Broadway
Saratoga Springs NY 12866

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

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Palette Stone Corporation 269 Ballard Road Wilton, NY 12831
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Insured under said contract, with respect to the Automobile, General Liability and Umbrella/Excess Liability policies. Automobile, General Liability and Umbrella/Excess Liability evidenced herein are primary and noncontributory to other insurance available to an additional insured, but only to the extent required by written contract with the insured and executed prior to a loss.



**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Palette Stone Corp 269 Ballard Road Wilton, NY 12831 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (518)664-9855 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number or Social Security Number 14 0951322
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	3a. Name of Insurance Carrier American Guarantee and Liability Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC-4181473-00 3c. Policy effective period 01/01/2021 to 01/01/2022 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

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

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

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

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

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

Approved by: Linda Mattes

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____

(Signature)

(Date)

Title: First Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: (860) 268-2166

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.

Request for Certification of Sufficient Funds

Submittal Date: 03/10/21

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

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

Vendor: Palette Stone Corp
Project: Crushed Stone

Appropriation – Current Budget Expense Org/Object/Proj(s): A3638144-54100

Amount Requested for Approval: \$ 1,000.00

Current Amount Available: \$ 500.00

Transfer/Amendment Pending: \$ 500.00

Transfer/Amendment Date: 03/16/21



Appropriation – Current Budget Expense Org/Object/Proj(s): F3638354-54100

Amount Requested for Approval: \$ 3,000.00

Current Amount Available: \$ 1,000.00

Transfer/Amendment Pending: \$ 2,000.00

Transfer/Amendment Date: 03/16/21

Appropriation – Current Budget Expense Org/Object/Proj(s): A3335014-54400

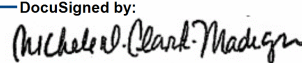
Amount Requested for Approval: \$ 30,000.00

Current Amount Available: \$ 30,001.78



Department Head Signature_____
03/10/21
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:

00CB3FAAE9B4F8...

Commissioner of Finance_____
3/10/2021_____
Approval Date

COUNTY OF SARATOGA

REQUEST FOR BIDS

Crushed Stone, Gravel, and Concrete Sand
Specification 20-PWCSGS-50R



Opening September 10, 2020 @ 11:00 a.m.

SARATOGA COUNTY PURCHASING DEPARTMENT
JOHN T. WARMT, DIRECTOR OF PURCHASING
50 WEST HIGH STREET
BALLSTON SPA, NEW YORK 12020

INSTRUCTIONS TO BIDDERS

1. By these specifications, 20-PWCSGS-50R, it is the intent of Saratoga County, through its Purchasing Department, to secure a bid for Crushed Stone, Gravel, and Concrete Sand. Sealed bids will be received until 11:00 a.m. Thursday, September 10, 2020 at which time bids will be publicly opened and read aloud.
2. Bids must be addressed to the Saratoga County Purchasing Department, 50 West High Street, Ballston Spa, NY 12020 and must be in a sealed envelope plainly marked - BID FOR CRUSHED STONE, GRAVEL, and CONCRETE SAND.
3. The contract period will run for one year beginning October 21, 2020 through October 20, 2021.
4. The quantities listed are estimated only. However, each contract shall be for the quantities actually ordered during the contract period. The contractor must furnish all quantities actually ordered during the contract period. The County will supplement material from the second low bidder if the low bid supplier is unable to meet the quantity requirements.
5. Under NYS General Municipal Law Section (103), subdivision (3), it is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting bid award. Bidders acknowledge and agree that all political subdivisions and districts within Saratoga County shall be entitled to make purchases of materials, equipment or supplies from the resulting bid award. Each participating entity shall be billed by and make payment directly to the successful bidder. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Saratoga County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.
6. Purchases by Saratoga County are not subject to any sales or federal excise taxes. Saratoga County is also exempt from the Transportation Tax.
7. **Saratoga County distributes bidding documents through the Empire State Purchasing Group website (<http://www.empirestatebidsystem.com/>) or through the Saratoga County Purchasing Office. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Saratoga County Purchasing Department or from the Empire State Purchasing Group website are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from any other source you are strongly encouraged to obtain an official copy.**
8. Bidders must sign and submit, to the Purchasing Department, a Non-Collusive Bidding Certificate, an Iranian Energy Sector Divestment Certificate, and a Certificate of Compliance for the Prevention of Sexual Harassment (attached). **ORIGINAL SIGNATURES, NO PHOTOCOPIES.**
9. Saratoga County will reject any bid that does not have a signed proposal page. **ORIGINAL SIGNATURES, NO PHOTOCOPIES.**
10. Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause for discontinuing business with the successful bidder.

11. **Saratoga County, through its Purchasing Department, reserves the right to accept any alternate proposal not significantly altering the bid specifications.**
12. Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.
13. All questions regarding this bid should be directed to:
John Warnt, Director of Purchasing
Telephone: (518) 885-2210

COUNTY OF SARATOGA
PURCHASING DEPARTMENT
50 WEST HIGH STREET
BALLSTON SPA, NEW YORK 12020
(p) 518-885-2210 (f) 518-885-2220

GENERAL CONDITIONS

(For the purchase of materials, supplies, services, and equipment)

All invitations to bid issued by the County of Saratoga will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the County.

DEFINITIONS

"County"	- shall be the legal designation of the County of Saratoga.
"Bid"	- an offer to furnish materials, supplies, services, and or equipment in accordance with the invitation to bid, the general conditions, and the specifications.
"Bid Offer"	- the form on which the bidder submits their bid
"Bidder"	- any individual, company, or corporation submitting a bid.
"Business Day"	- any day that the Saratoga County Purchasing Department is open to conduct normal business.
"Successful bidder"	- any bidder to whom an award is made by the County.
"Specification"	- a detailed description of materials, supplies, services, and/or equipment.

BIDS

1. The date and time of all bid openings will be given in the Notice to Bidders, the bid cover page, and in the Instructions to Bidders.
2. Saratoga County distributes bidding documents through the Empire State Purchasing Group website (<http://www.empirestatebidsystem.com/>) or through the Saratoga County Purchasing Office. Only those vendors who obtain bidding documents from either the Saratoga County Purchasing Department or from the Empire State Purchasing Group website are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from any other source you are strongly encouraged to obtain a copy from a source mentioned above.
3. All bids received after the deadline, by any delivery method, will be considered late and will be returned unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. The bidder assumes responsibility for having his bid deposited on time at the place specified. The County will not accept facsimile or e- mail bids.
4. All information required by the Instructions to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid. The County reserves the right to reject any incomplete bid.
5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, services or equipment required and a representation that the bidder can furnish the supplies, services, materials, or equipment in complete compliance with the specifications.
6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be indicated in the space provided on the bid forms or additional sheet of paper.
7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. **All signatures must be original signatures. Photocopied, facsimile, printed, stamped, or typewritten signatures will not be accepted.**
8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the County is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. The County of Saratoga is also exempt from Transportation Tax.
9. In all specifications, the words "or equal" are understood after each article giving a manufacturer's name or catalog reference, or on any patented article, unless, for reasons of efficiency and economy, the Board of Supervisors has passed a resolution "standardizing" certain equipment purchases. The decision of the County as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, the bidder must in every instance give the trade designation of the item, manufacturer's name, and detailed specification of the item he proposes to furnish. Otherwise, the bid will be construed as submitted on the identical item as specified.
10. Bids on equipment must be standard new equipment, of latest model, and in current production, unless otherwise specified.
11. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

12. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise the bid for that group may be rejected.

13. All prices quoted must be "per unit" as specified; do not quote "per case" when "per dozen" is requested; otherwise the bid may be rejected.

14. If indicated in the bid documents, all bidders must insert the price per unit and the extensions against each item in their bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

15. Prices shall be net F.O.B. to the requesting Saratoga County department. If the award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

16. All bids must be sealed. Bids may be submitted either in plain or opaque envelopes. All bids must be addressed to the Director of Purchasing. Bid envelopes must be clearly marked with the bid name, the date and time of the bid opening, as indicated on the Notice to Bidders. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time. The County will not accept facsimile or e-mail bids.

17. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the County, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the County in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

SAMPLES

18. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless the bid sample is superior, in which case, deliveries must be the same identity and quality as accepted bid sample.

19. The County reserves the right to request a representative sample of the item quoted prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the County may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.

20. Samples, when required, must be submitted strictly in accordance with the instructions; otherwise, the bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) business days of the request, or as directed, for the bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at their expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

21. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the County. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

22. Awards will be made to the lowest responsible bidder or by Best Value Methodology, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, services, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

23. The County reserves the right to reject all bids. Also reserved to the County is the right to reject, for cause, any bid in whole or in part and to waive technical defects; qualifications; irregularities; and omissions if in the County's judgement the best interests of the County will be served. Also reserved is the right to reject bids and to purchase items on State or County contract or BOCES or other municipal bids if such items can be obtained at a lower price.

24. The County reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder can prove that their submission has an obvious clerical error or where the enforcement of the bid would impose unconscionable hardship on the bidder.

25. Under NYS General Municipal Law Section (103), subdivision (3), it is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting bid award. Each participating entity shall be billed by and make payment directly to the successful bidder. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Saratoga County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.

26. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

CONTRACT

27. Each bid will be received with the understanding that the acceptance thereof by the County, approved by the County, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the County. The Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of the bid. Minimum Orders are not acceptable; the Contract will be for all items actually ordered. The Contract shall bind the County on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, unless otherwise specified. Payments will be processed after the receipt of a properly executed Saratoga County voucher and associated invoice from the successful bidder.

28. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in the successful bid, will be considered sufficient notice of acceptance of contract.

29. If the successful bidder fails to deliver within the time specified or within a reasonable amount of time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity. Whenever the County seeks legal enforcement of the provisions of said contract, the successful bidder shall be liable for payment of the County's legal costs, including reasonable attorney's fees.

30. The County may cancel the contract in writing with 10 days' notice upon non-performance of the contract.

31. If the successful bidder fails to deliver as ordered, the County reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.

32. Cancellation of a contract for any reason may result in the bidder being found as non-responsive/non-responsible and removal of the successful bidder's name from mailing lists for future proposals until such time that the County has determined the bidder has resolved any issues that caused the initial finding.

33. When materials, equipment, services or supplies are rejected, they must be removed by the successful bidder from the premises of the County within five business (5) days of notification. Rejected items left longer than five business (5) days will be regarded as abandoned, and the County shall have the right to dispose of them as its own property.

34. No items are to be shipped or delivered until the successful bidder receives an official order from the County.

35. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company, or corporation, without the previous written consent of the County.

INSTALLATION OF EQUIPMENT

36. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order.

37. Equipment, supplies, services and materials shall be stored at the site only on the approval of the County and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

38. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and handle installation work promptly.

39. Bidders shall acquaint themselves with conditions to be found at the project site, or sites, and shall assume all responsibility for placing and installing the equipment in the locations required.

40. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented "as is". Equipment is available for inspection only at the delivery point listed unless otherwise specified.

41. The successful bidder guarantees:

- The products against defective material or workmanship and will repair or replace any damages or marring occasioned in transit.
- To furnish adequate protection from damage for all work and to repair damages of any kind for which the successful bidder or its workers are responsible, to the building or equipment, to their own work, or to the work of other successful bidders.
- To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
- That all deliveries will be equal to the accepted bid sample.
- That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County.
- Any merchandise provided under the contract, which is or becomes defective during the guarantee period, shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the County.

DELIVERY

42. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear in the Instructions or Specification, it will be interpreted to mean prompt delivery (not to exceed 30 calendar days). The decision of the County as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.

43. The County will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the County shall govern.

44. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.

45. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving department will note for the benefit of successful bidder when packages are not received in good condition.

46. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the County. The successful bidder will be required to furnish proof of delivery in every instance.

47. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

48. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number

Purchase Order Number

Name of Article

Item Number

Quantity

Name of the successful bidder

Cartons shall be labeled with purchase order number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

49. Payment for the used portion of an inferior delivery will be made by the County on an adjusted price basis.

50. Payment will be made only after correct presentation of packing slips, invoices and a properly executed Saratoga County Voucher are provided to the requesting department by the successful bidder.

51. Payments of any claim shall not preclude the County from making claim for adjustment on any item found not to have been in accordance with the general conditions and specifications.

SAVE HARMLESS

52. Successful bidders shall protect, indemnify, defend and save the County harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of the successful bidder's company, its officers, employees and agents, including but not limited to claims brought by third parties, employees of the County or employees of the company.

NONDISCRIMINATION CLAUSE

53. The bidder agrees that it will not discriminate against any employee, applicant for employment or student because of race, creed, color, national origin, religion, sex, age, disability, marital status, sexual orientation or other non-merit factors. Such action shall be taken with reference to, but not be limited to employment practices and provision of services under any contract with the County of Saratoga.

TITLE VI NONDISCRIMINATION STATEMENT

54. The County of Saratoga, 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 Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act) hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertised bid, that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The entire County of Saratoga Title VI Plan can be viewed by going to the Saratoga County website (www.saratogacountyny.gov).

55. All questions regarding this bid should be directed to the Saratoga County Purchasing Department at (518) 885-2210.

56. By submitting a bid you are indicating that you have read and will abide by these General Conditions.

SPECIFICATION 20-PWCSGS-50R
Crushed Stone, Gravel and Concrete Sand

Materials shall be clean, durable, sharp angled fragments of rock, of uniform quality throughout, free from thin or elongated pieces, soft or disintegrated stone dirt or other objectionable materials. The material shall meet the requirements of N.Y.S. D.O.T. Specifications of May 1, 2008 -- plus addenda, to the satisfaction of the Saratoga County Public Works Commissioner. **If so directed, the supplier shall furnish certification from an approved soils lab that states the material furnished conforms to these specifications.**

DELIVERY:

Delivery shall be made at the plant into trucks owned or hired by the municipality, only after authorization by the County Commissioner of Public Works.

Bids are also requested on delivery costs for hauling the material from the plant to the job site or stockpile in trucks owned or hired by the material supplier. The delivery charge shall include unloading materials. This option may be used by the County when necessary to expedite the work.

AVAILABILITY:

It is very important that the material be supplied at a rate that will maintain a continuous operation of road construction. It is mutually understood that the bidder will be notified as far in advance as possible as to the projected total quantities of material required and the approximate date. If the low bidder cannot supply the quantities needed or if the material does not meet specifications, the County may supplement the material from the next low bidder.

PRICE:

The prices quoted shall be per ton F.O.B. purchaser's trucks at the plant as weighed on certified scales for crushed stone. Invoice and billing will reflect two decimal places. For example, the County purchases 77.37 ton of material X, the bid price is \$9.50 per ton, when calculated equals to \$735.015. The invoice will reflect \$735.02 when properly rounded to the nearest penny.

AWARD:

Award of the contract shall be to all bidders pending project locations, availability, and furnishing material specified for each item on the basis of price per ton, as listed in the proposal, plus County Hauling costs. If any bidder's plants are located within one (1) mile of each other, they shall be considered equal distance from each work site.

County Hauling Cost Formula -

up to 5 miles		\$.30 per mile
6 to 15 miles	- PLUS -	\$.25 per mile
<u>over 15 miles</u>	- PLUS -	\$.20 per mile

CRUSHED STONE: Material furnished for rubble shall be NYS-DOT Type 2, which shall consist solely of approved blast furnace slag or of stone which is the product of crushing ledge rock.

Material furnished for recycled concrete rubble shall pass the following sieve %:

2"	100.0%
1"	99.7%
¾"	53.0%
#40	19.0%
#200	6.3%

NOTE: A washed stone is a clean, crushed stone that is processed through a pressure washed screen plant prior to stockpiling, and has a % passing the #200 (0.075mm) sieve between 0.0 and 0.7.

The Crushed Gravel will be used as a foundation and shoulder material on road projects. The Concrete Sand will be used for paving purposes as well as for traction on ice in the winter.

SELECT STRUCTURAL FILL ITEM 203-2.02:

The fill shall conform generally to the gradation requirements of Item 203-2.02 Select Structural Fill, of New York State Department of Transportation (NYSDOT) Specifications dated May 1, 2008, and all addenda thereto, as modified by the requirements of the County Commissioner of Public Works. Gradation shall be as follows:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
4 inch	100
no. 40	0-70
no. 200	0-15

- when used as backfill for corrugated aluminum pipe, Type IR (Spiral Rib Pipe) 100% of the material shall also pass the 2" sieve.
- when used as backfill for plastic pipe, 100% of the material shall pass the ¾" sieve.

The materials shall be substantially free of shale and soft, poor durability particles.

RAP shall not be used. When used as backfill for aluminum pipe, the material shall be free of Portland cement or Portland cement concrete.

CRUSHED GRAVEL (type 4) ITEM 304.14M:

The gravel shall be crushed to conform generally to the gradation requirements of Item 304.14M Subbase Course, Type 4 of NYSDOT Specifications dated May 8, 2008, and all addenda thereto, as modified by the requirements of the County Commissioner of Public Works. Gradation shall be as follows:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
2 inch	100
¾ inch	30-65
no. 40	5-40
no. 200	0-10

CONCRETE SAND (Washed Paving Sand) ITEM 703.7.07M:

The Concrete Sand shall conform generally to the gradation requirements of Item 703.07M of NYSDOT Specifications dated May 1, 2008, and all addenda thereto, as modified by the requirements of the County Commissioner of Public Works. Gradation shall be as follows:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
4	90-100
8	75-100
16	50-85
30	25-60
50	10-30
100	1-10
200	0-3

It shall be the bidder's responsibility to provide a material that meets these specifications and shall be fully satisfactory to the County Commissioner of Public Works. If so directed, the supplier shall furnish certification from an approved soils lab that the material furnished conforms to these specifications.

COUNTY HAULING (ONE-WAY) COST FORMULA:

up to 5 miles		\$.30 per mile
6 to 15 miles	- PLUS -	\$.25 per mile
over 15 miles	- PLUS -	\$.20 per mile

Examples:

- #1) Project to Plant – one-way = 4 miles:
\$.30 x 4 = \$1.20 --- \$1.20 added to unit price per c.y. for a total cost per c.y. for each item
- #2) Project to Plant – one-way = 10 miles:
\$.30 x 5 = \$1.50
\$.25 x 5 = \$1.25
\$2.75 ---\$2.75 added to unit price per c.y. for a total cost per c.y. for each item
- #3) Project to Plant – one-way = 20 miles:
\$.30 x 5 = \$1.50
\$.25 x 10 = \$2.50
\$.20 x 5 = \$1.00
\$5.00 ---\$5.00 added to unit price per c.y. for a total cost per c.y. for each item

PROPOSAL

******(BID RESPONSE FORM)******

_____ agrees to furnish Crushed Stone, Gravel, and Concrete Sand to
(firm name)

The Saratoga County Public Works Department, as called for in specification 20-PWCSGS-50R.

ITEM	MATERIAL	SIZE	NYS DOT REFERENCE	PRICE PER TON (F.O.B.plant)	LOCATION OF PLANT
1	Crushed Stone	1A	Section 703	\$_____	_____
2	Crushed Stone	1ST	Section 703	\$_____	_____
3	Crushed Stone	1	Section 703	\$_____	_____
4	Crushed Stone	2	Section 703	\$_____	_____
5	Crushed Stone	3	Section 703	\$_____	_____
6	Washed Crushed Stone	1A	Section 703	\$_____	_____
7	Washed Crushed Stone	1ST	Section 703	\$_____	_____
8	Washed Crushed Stone	1	Section 703	\$_____	_____
9	Washed Crushed Stone	2	Section 703	\$_____	_____
10	Stone Dust (screenings)		Section 703	\$_____	_____
11	Rubble (NYS-DOT Type 2)		Section 304	\$_____	_____
12	Stone Fill	fine	Section 620	\$_____	_____
13	Stone Fill	light	Section 620	\$_____	_____
14	Stone Fill	medium	Section 620	\$_____	_____
15	Stone Fill	heavy	Section 620	\$_____	_____
16	Recycled Concrete Rubble			\$_____	_____
17	Fine Rubble Stone Mix (Shoulder Stone Mix)			\$_____	_____

COMPANY NAME: _____

18 Item #203-2.02 Select Structural Fill \$_____/ cu. yd. loaded

19 Item #304.14M Crushed Gravel (type4) \$_____/ cu. yd. loaded

20 Item #703.07M Concrete Sand (washed paving sand) \$_____/ cu. yd. loaded

Note: For bids submitted on the basis of price per ton (in lieu of cubic yard) Saratoga County will utilize the measurement of 1 cubic yard = 1.5 ton.

STOCKPILE LOCATION:_____

Saratoga County, through its Purchasing Department, reserves the right to reject any or all bids.

DATE_____ SIGNATURE_____

NAME & TITLE_____

COMPANY_____

ADDRESS_____

TELEPHONE_____

FAX_____

EMAIL_____

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law

(a) 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 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.”

I hereby affirm under the penalties of perjury that the foregoing statements are true.

Dated: _____, 20____.

Signature Title

STATE OF)
) ss:
COUNTY OF)

Subscribed to and sworn before me this ____ day of _____, 20 ____
by _____ (name of signer).

Notary Public

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- ☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, 20____.

STATE OF)
) ss.:
COUNTY OF)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

Printed Name

Title

Subscribed and sworn to before me this ____
day of _____, 20____.

Notary Public

**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

☐ By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

☐ I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____
_____.

Dated: _____, 20____.

STATE OF _____)
COUNTY OF _____) ss:

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

Printed Name

Title

Subscribed and sworn to before me this _____
day of _____, 20____.

Notary Public

VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name _____

Address _____

Business Type (Sole Proprietorship, Corporation, LLC, etc.) _____

Is your business a Disadvantaged Business Enterprise (DBE)? **Yes** **No**

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? **Yes** **No**

Does your business have a small business status? **Yes** **No**

Any other business status, please provide information: _____

Provide the name of the Certifying Entity (ties): _____

Have you conducted business with the County before? **Yes** **No**

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN # : _____

How did you discover this Bid opportunity? _____

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? **Yes** **No**

If Yes, do you find it useful (explain) or if No, why? _____

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.



City of Saratoga Springs

Department of Public Works

5 Lake Avenue - City Hall
Saratoga Springs, NY 12866
Phone: 587-3550 (Ext. 2502)

CITY OF SARATOGA SPRINGS SEWER RATES & RESOLUTION

RESOLVED that the City Council of Saratoga Springs this ~~16th~~^{3rd} day of March 202~~10~~¹⁹ adopt and confirm the following sewer rates for the 202~~10~~¹⁹ Sewer billings having due dates of (05/1~~7~~⁵/2~~10~~¹⁹, 08/1~~6~~⁷/2~~10~~¹⁹, 11/1~~5~~⁶/2~~10~~¹⁹, 02/1~~5~~⁶/2~~2~~¹). If the due date is on a weekend or a holiday, the bill is due on the next business day. The rates as shown will be applied to a quarterly billing procedure. Bills shall be computed under a step rate system on exact consumption. This resolution shall be made pursuant to Water-Sewer Chapter 231 section 48 of the City code by adding the amendment adopted by the City Council on March ~~16~~³, 202~~10~~¹⁹.

1. Rate structure shall be as follows:

All accounts having access to a sanitary sewer shall be billed on full-metered water consumption. There shall be a basic service charge of ~~\$40.00 (forty dollars)~~ ~~\$36.00 (thirty-six dollars)~~ for all accounts, which have been active and/or metered during the previous three (3) month period or any part of said three (3) month period.

Cubic Ft. Units		Rate per Thousand 202 10 ¹⁹		<u>0%</u> INCREASE
FIRST	0 - 2,000	\$23.90		2%
FROM	2,001 - 8,000	\$37.00		
FROM	8,001 - 25,000	\$33.25		
FROM	25,001 - 75,000	\$31.90		
FROM	75,001 - 100,000	\$32.90		3%
FROM	100,001 - 125,000	\$30.70		
FROM	125,001 - 150,000	\$28.60		
FROM	150,001 - 175,000	\$23.80		
FROM	175,001 - 225,000	\$20.50		
FROM	225,001 - 750,000	\$18.85		
FROM	750,001 - 1,000,000	\$17.60		4%

03/1~~6~~³/2~~10~~¹⁹

FROM 1,000,001 - 2,000,000 \$12.70

FROM 2,000,001 & OVER \$10.90

2. Resolution passed by Saratoga County Sewer District No. 1 in 2001. Section 1 states: "Pursuant to the authority granted by Section 266 (1) (a) of the County Law, the Saratoga County Sewer Commission imposes sewer user charges upon all premises and real property within the boundaries of the Saratoga County Sewer District #1 who are capable of using the sewer system or any part or parts thereof."
3. Sewer bills are based on actual water consumption.
4. Accounts outside the City of Saratoga Springs shall be charged double the sewer rate and a \$40.00 (forty dollars)~~36.00 (thirty-six dollars)~~ basic service charge.
5. This sewer bill is for the dates as shown on the bill.
6. Buildings which have services which have not been used (or metered) throughout the three month billing period shall have a charge of \$25.00 (twenty five dollars).
7. The Commissioner of Public Works shall have the authority to establish rules and determine rates in special circumstances, not to exceed \$500.00 (five hundred dollars).
8. Buildings having sewer main service shall have a charge of \$20.00 (twenty dollars) per quarter.
9. Buildings, which are not metered nor have dead readers, within the City of Saratoga Springs, shall have a charge of \$150.00 (one hundred fifty dollars) per quarter.
10. There will be a charge of \$125.00 (one hundred twenty-five dollars) to cover the cost of the purchase, transportation, handling of sewer saddle.
11. No adjustment or refunds shall be granted except in cases where an account is in error and such adjustment shall be made on the next billing date.
12. Commencing with the July 2014 sewer utility bill, there shall be an additional charge to cover the cost of capital improvements to the City's sewer system.

2021 Rates

\$ 5.00 per quarter for water meter size one (1) inch or less

\$ 30.00 per quarter for water meter size greater than (1) inch but less than six (6) inches

\$120.00 per quarter for water meter size six (6) inches or greater.



City of Saratoga Springs
Department of Public Works

5 Lake Avenue - City Hall
Saratoga Springs, NY 12866
Phone: 587-3550 (Ext. 2574)
Fax: 587-2417

CITY OF SARATOGA SPRINGS WATER RATES & RESOLUTION

RESOLVED that the City Council of Saratoga Springs this ~~16th~~^{3rd} day of March 202~~10~~¹⁹, adopt and confirm the following water rates for the 202~~10~~¹⁹ Utilities Billings having due dates of (05/1~~7~~⁵/2~~10~~¹⁹, 08/1~~6~~⁷/2~~10~~¹⁹, 11/1~~5~~⁶/2~~10~~¹⁹, 02/1~~5~~⁶/2~~2~~¹). If the due date is on a weekend or a holiday, the bill is due on the next business day. The rates as shown will be applied to a quarterly billing procedure. Bills shall be computed under a step rate system on exact consumption. This resolution shall be made pursuant to Water-Sewer Chapter 231 section 48 of the City code by adding the amendment adopted by the City Council on March ~~16~~³, 202~~10~~¹⁹.

Formatted: Superscript

1. Rate structure shall be as follows:

- A. There shall be a basic service charge of \$10. (ten dollars) for all accounts, which have been active and/or metered during the previous three (3) month period or any part of the said three (3) month period, with the exception of sprinkler accounts.

Cubic Ft. Units			Rate per Thousand	0 ²⁰²¹⁰ % INCREASE
FIRST	0 -	2000	\$13.15	2 ²⁰²¹⁰ %
FROM	2001 -	8000	\$15.90	
FROM	8001 -	25,000	\$16.60	
FROM	25,001 -	75,000	\$16.90	
FROM	75,001 -	100,000	\$17.40	3 ³⁰²¹⁰ %
FROM	100,001 -	125,000	\$17.10	
FROM	125,001 -	150,000	\$16.70	
FROM	150,001 -	175,000	\$16.60	
FROM	175,001 -	225,000	\$13.90	
FROM	225,001 -	750,000	\$13.20	
FROM	750,001 -	1,000,000	\$13.20	4 ⁴⁰²¹⁰ %
FROM	1,000,001 -	2,000,000	\$11.65	

03/1~~6~~³/2~~10~~¹⁹

FROM 2,000,001 & OVER \$ 6.00

- B. Any metered account dedicated to outside usage only shall be billed at a rate of one and one half (1 ½) the current rate. Additionally, any metered outside usage only account that has no usage for an entire three (3) month period shall have no bill for that period. All metered usage of these accounts will be billed for water consumption only. There will also be a charge for new meter installation.

There shall be an additional charge of one-dollar (\$1.00) per quarter for every water service connection, whether metered or non-metered, to cover costs of emergency repairs to private water service pipes located in City streets.

2. Buildings having water main service shall have a charge of \$10.00 (ten dollars) per quarter.
3. Vacant lots having water main service shall have a charge of \$10.00 (ten dollars) per quarter, billed once a year at a total of \$40.00 (forty dollars) on the first billing of each year. For billing purposes, each 100 feet of frontage (or part thereof) shall constitute a lot charge.
4. Buildings, which have services that have not been used (metered) throughout the three-month billing period, shall have a charge of \$15.00 (fifteen dollars).
5. Fire hydrants and other unmetered fire protection appurtenances, located outside of building(s) but within private property, shall be charged \$50.00 (fifty dollars) per hydrant or appurtenance per quarter.
6. Buildings or properties which are not metered or that have dead readers shall have a charge of \$100.00 (one hundred dollars) per quarter.
7. Accounts outside the City of Saratoga Springs shall be charged triple the rate and a \$10.00 (ten dollars) basic service charge, except those accounts, which presently exist in the Milton portion of Geyser Crest.
8. All billings shall be charged to the last date of consumer readings.
9. All accounts must be individually metered and all usage must first pass through such meter before supplying any part or parcel of the property serviced.
10. There will be a charge of \$75.00 (seventy-five dollars) for storage of any meter, per occurrence.
11. In the event that a meter is lost, stolen, damaged or destroyed, the property owner shall be responsible for replacement or repair costs. The minimum charge per occurrence shall be based on the costs set by the supplier and will reimburse any costs incurred by the City for the purchase of the new meter.
12. Tapping fees shall be \$200.00 (two hundred dollars) for ¾ inch and 1 inch taps that are presently serving existing water accounts within the City's water distribution system (cost for replacement tap only).

[RESERVED]

13. No adjustment or refunds shall be granted except in cases where an account is in error and such adjustment shall be made on the next billing date.
14. The Commissioner of Public Works shall have the authority to establish rules and determine rates in special circumstances, not to exceed \$500.00 (five hundred dollars).
15. There shall be a non-recurring charge for the installation of a water meter on all new accounts. The charge shall be based on the costs set by the supplier and will reimburse any costs incurred by the City for the purchase of the new meter.

Where multiple dwellings are to be constructed, a lump sum payment of this fee, for all planned units, shall be required prior to connection to any water main.

16. Pursuant to Water-Sewer Chapter 231 Section 54 of the City Code: There shall be a minimum hydrant charge of \$ 200.00 (two hundred dollars) for hydrants connected to the City's water system. There will be an additional metered water charge based on current water rates for usage. Use of hydrants, for demolition, etc., shall be at the sole discretion of the Commissioner of Public Works.

17. Temporary meters:

There shall be a minimum charge of \$150.00 (one hundred fifty dollars) for a temporary water meter used. Additionally, there will be a metered water charge based on current water rates for usage.

18. Non-Payment of Bills for Residents Outside of the City Limits:

The Commissioner of Public Works is authorized to direct that the water service to a user be shut off 10 (ten) days after a delinquent notice is mailed if payment is not received by that time. When shut off, water shall not be turned back on except upon payment of the arrears amount of the utility bill plus an additional reactivation fee of \$80.00 (eighty dollars).

19. A separate charge of \$60.00 (sixty dollars) shall be assessed in all instances where estimated bills have been issued to an account for three consecutive quarters.
20. Commencing with the July 2012 water utility bill, there shall be an additional charge on all accounts which have been active and/or metered during the previous three (3) month period or any part of said three (3) month period with the exception of sprinkler accounts. This additional charge shall cover costs of capital improvements to the City's water system.

2021 Rates:

\$ 20.00 per quarter for meter size one (1) inch or less;
\$ 75.00 per quarter for meter size greater than one (1) inch but less than six (6) inches;
\$300.00 per quarter for meter size six (6) inches or greater

Department of Public Safety

***Robin Dalton
Commissioner***

***Eileen Finneran
Deputy Commissioner***

Annual Report 2020



Submitted by:

Robin Dalton, Commissioner

Eileen Finneran, Deputy Commissioner

**CITY OF SARATOGA SPRINGS, NY
DEPARTMENT OF PUBLIC SAFETY
TRAFFIC MAINTENANCE DIVISION**



END OF YEAR REPORT
January 1 through December 31, 2020



Transportation Evolution

Robin Dalton, Commissioner
Eileen Finneran, Deputy Commissioner

By: Andrew Krupski, Traffic Maintenance Manager

TRAFFIC MAINTENANCE

The Traffic Maintenance Department has two primary functions:

- Traffic control maintenance
- Department vehicle maintenance.

The City Code tasks the Commissioner of Public Safety with regulation and control of vehicle and pedestrian traffic on city maintained streets and properties. The Traffic Maintenance Department accomplishes this task through the application and installation of approved traffic control devices such as signs, traffic signals, and pavement markings.

The Department monitors city street operation, accident history, and responds to public concerns. When problem areas are found, the Department conducts established and approved traffic studies, makes recommendations to the Commissioner and other traffic safety officials, and with approval, installs traffic control devices in accordance with Federal, and New York State Rules and Regulations.

Traffic Maintenance department maintains the city's 47 traffic signals, 8 warning signals, traffic regulatory signs, warning signs, guide signs, and pavement markings on 148 estimated miles of city streets. They also conduct traffic impact technical reviews of community development projects, and provide advisory opinions to the Commissioner and land use boards.

The Department staff represents the Commissioner of Public Safety on various traffic related public committees. They also provide planning and traffic control equipment for special community events such as parades, and street walks.

The Department provides repairs, maintenance, and N.Y.S. Vehicle Inspections on all Public Safety vehicles under 20,000 pounds. This includes Police, Fire, Traffic Maintenance, administrative vehicles, and motorized equipment.

A supervisor, three full-time employees, one year-round part time employee, and two part-time summer laborers staff the Traffic Maintenance Division/Public Safety Garage. The full-time staff is a multi-talented group of individuals in various fields of work. Their willingness to work as a collective team enables the Department to meet the demands of its mission.

The Public Safety Garage is located on Excelsior Avenue in the City. In addition to the work performed in the community and vehicle maintenance, the staff operates, cleans, and maintains the garage facility.

Maintenance Activity in 2020

Traffic Signals

Traffic Signal Maintenance Activity



Annual Traffic Signal Fixture Cleaning and Re-lamping Program— the traffic signal light fixture lenses are cleaned, and a percentage of LED lamps are replaced each year based on projected life; 104 LED's were replaced in 2020.

Annual Traffic Signal Inspection Program— the Department conducts a detailed physical and operational inspection of all traffic signal equipment on an annual basis. These inspections provide a baseline for preventative maintenance needs to maintain safer and efficient signal operation.



Traffic Signal Repair Work Orders- the Department responded to 131 traffic signal work orders in 2020.

Traffic Signal upgrades- the Department performed the following upgrades; Replaced and upgraded the pedestrian signals and housings at 9 intersections. This project consisted of replacing the current pedestrian signal fixtures and hardware with new polymer pedestrian signal fixtures, hardware, and Hand/Man LED's modules and Countdown Timer LED modules.

Traffic Signal Control System Upgrade Phase 1-This phase includes replacing 47 local traffic signal computers and ancillary equipment, and the purchase of 6 back up computers. The Department worked with the Capital Program Committee in 2019 and was able to establish the funding needed to replace the 47 local traffic signal computers and ancillary equipment and purchase 6 back up computers in the 2020 Capital Program.

The Department has started this project by ordering all the necessary equipment and has begun extracting the existing controller data for migration into the new equipment.

Request for Location of Underground Utilities— the Department received 350 requests for the location of its underground traffic signal utilities.

Future Traffic Signal Needs

The Department was informed in early 2018 by PEEK Traffic, Inc. that PEEK has discontinued manufacturing and supporting the PEEK 3000E Traffic Signal Controller, 3000M Field Master Controller/Sever, and CL-MATS Closed Loop Central Traffic Management Software. This makes up the entirety of the city's traffic signal control system, which will require the Traffic Maintenance Department replace the entire traffic signal control system. The replacement effort will require replacing and technology upgrades to 47 local traffic signal controllers, replacement of the traffic signal data communication network, and replacement of the traffic signal central traffic management system and software. The Department had determined that this project will be completed in three phases.

Traffic Signal Control System Design Phase 2– Following the completion of phase 1 of the Traffic Signal Control System upgrade; which includes the replacement of 47 local traffic signal control computers and ancillary equipment. The Department will then need to solicit engineering services to design the traffic signal control field data communication network and the central control system.

Traffic Signal Control System Upgrade Phase 3 – Following the completion of phase 2 of the Traffic Signal Control Design; which includes employing an engineering firm(s) to design the traffic signal control field data communication network and the central control system. The Department will then need to implement the replacement and upgrade of the field data communication network and establish the Central Traffic Control also known as the Traffic Management Center (TMC); which also includes the replacement of the TMC and software.

Traffic Control Signal Improvement Project – The Department has identified the traffic control signal at the intersection of Broadway and Lake Avenue/Church Street will require full replacement, having exceeded its design life and currently experiencing failures consistent with its age. The Department has solicited and successfully awarded a bid for engineering services for the redesign of the traffic control signal in addition with American's with Disabilities Act (ADA) features; which includes ADA complaint pedestrian ramps, sidewalks, and ADA complaint audible pushbutton to assist the visually impaired. The completed design has provided the Department with a “shovel ready” capital project once funds become available.

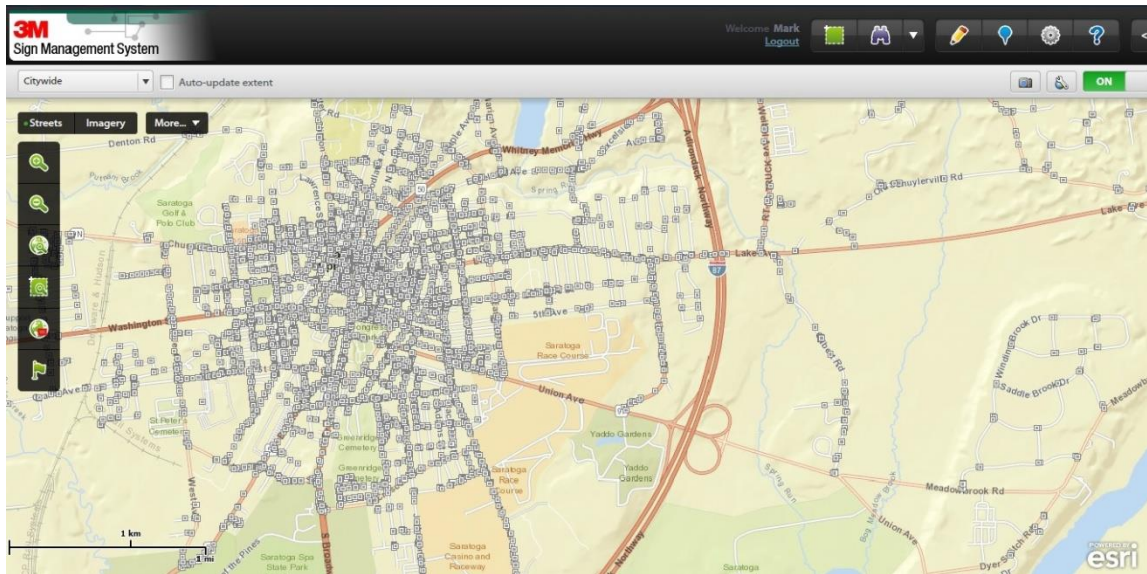
Traffic Signal Fixture Replacement Project- The Department has identified 3 intersections that have outdated traffic signals fixtures and LED's that need to be upgraded. This project will consist of replacing the current traffic signal fixtures and hardware with new polymer traffic signal fixtures, hardware, and LED's modules. It is anticipated that this project will begin in 2021.

Traffic Signs

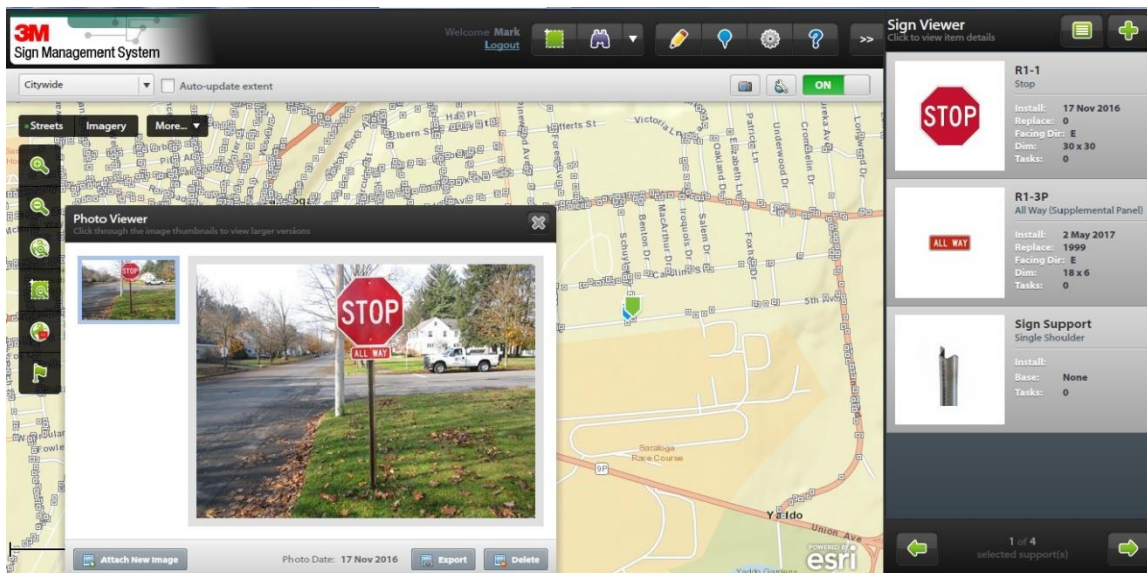


Traffic signs are critical to the function and safety of our City's streets and highways. Signs are designed to provide guidance and advise motorists and pedestrians of important information to navigate the complex and demanding roadway environment. Maintaining these important assets is becoming increasingly difficult for agencies faced with budget constraints, growing traffic congestion and new federal standards establishing minimum reflectivity performance requirements.

The Department uses 3M's Sign Management System (SMS). The heart of SMS is its GIS/GPS inventory database. The SMS utilizes a set of custom tools to capture assets in the field and build the sign inventory database. The completed inventory database is housed by 3M in a secure data center.



A sign inventory database is only as functional as it is current and kept updated according to all daily sign maintenance activity. To keep the inventory database up-to-date, SMS utilizes Field Asset Status Tracker—or FAST tool—enables data collection and recording of maintenance activity directly into the sign inventory database, with minimum effort, during regular assessment and maintenance activities in the field. **There are 9,301 traffic sign assets deployed throughout the City as of the end of 2020.**



Traffic Sign 2020 Maintenance Activity

- Racing season and seasonal sign installations -The Department installs and removes 155 temporary traffic signs on streets for the annual horseracing season and 100 seasonal parking signs for winter months.
- Traffic sign related work orders issued and completed - 552

Pavement Markings




Pavement markings play one of the most important safety functions on our city streets and highways by communicating vital information to road users like no other traffic control device. However, due to seasonal weather impact and heavy traffic erosion pavement markings require significant annual maintenance.

The Department re-stripes all of the city street centerlines, skip lines, crosswalks, edge lines, symbols, and safety zones each year as needed, including parking facilities.




Annual Parking Structure and Surface Lot Striping Responsibilities as of 2020 3 Parking Structures and 10 Surface Lots Totaling 1,683 Standard Parking Spaces and 58 Accessible Parking Spaces

NORMAL SOLID WHITE LINE


19,895

Linear Feet

NORMAL SOLID YELLOW LINE



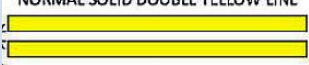
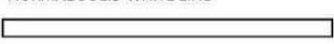
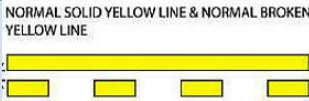
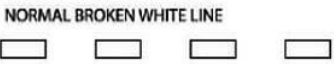
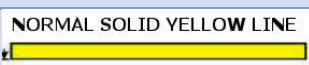







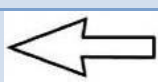







Linear Feet 23,705



Accessible Parking Symbols 58



Arrow Symbols 81

		Annual Street and Highway Striping Responsibility as of 2020	
	Total Linear Feet 153,734 or 307,470 feet of 4 inch line		Total Linear Feet 79,970
	Total Linear Feet 10,901 or 13,626.25 Feet of 4 Inch Line		Total Linear Feet 11,364
	Total Linear Feet 11,228		Total Linear Feet 554
	Two-way Arrow Symbol 49 or 98 left arrow symbols		Total Linear Feet 300
	Left Arrow Symbol 70		Right Arrow Symbol 38
	Thru Left Arrow Symbol 5		Thru Right Arrow Symbol 7
	Straight Arrow Symbol 73		Stop Bar Line 4,820 linear feet of 12 inch line
	Symbol 71		Bike Lane Symbol 65
	Yield Line 70 linear feet 12 inch triangles		Safety/Channelizing Island 2,216 linear feet 4 inch line 2,865 linear feet 12 inch line
	Accessible Parking Symbol 36		Crosswalk--213 Crossings using 40,502 linear feet of 12 Inch line

The Department's Commitment to the City's Complete Streets Plan and Policy and Special Projects in 2020

Saratoga Greenbelt Trail Projects (SGBT) The Department is part of the design Steering Committee for the SGBT Downtown Connector and Missing Links Sidewalk Project and provides technical review and comments for these projects. Both projects are currently in the design phase.

Future Complete Streets Needs

New Street/Railroad Run Trail Crossing Improvement Project - The Department will be soliciting bids for the reconstruction of the mid-block pedestrian crossing at the New Street and Railroad Run Trail connection. The Department attempted to solicit bids in the 2020 but was unsuccessful in awarding the bid. It is anticipated that the Department will re-solicit this project in 2021.

Public Safety Garage Facility Improvements

The Department is responsible for maintenance of the Public Safety Garage. The following are the repairs and upgrades that have completed at the facility.

- Replacement of the facilities security system.

Vehicle Maintenance



Well maintained vehicles are critical to our City First Responder mission. The Department's Fleet Maintenance Manager provides a comprehensive Preventive Maintenance and Repair Program to support the Public Safety Department's mission.

The Department currently maintains 72 vehicles, 7 trailers, and 40 special pieces of motorized equipment.

2020 Equipment Maintenance Activity

Vehicle repairs - The Department issued and completed 805 repair work orders.

New vehicles placed in service - The Department outfitted and placed 7 new vehicles and 3 pieces of equipment in service.

Other Activities in 2020

Traffic Problem Review

The Department evaluated 58 traffic operational problems, and provided written findings or recommendations for improvements to the Commissioner.

Most Notable:

Grand Ave and Walnut Street Intersection Evaluation- In response to public concern, the Department evaluated traffic operational and safety concerns. Based on the evaluation, the Department installed All-way Stop control to improve the traffic operational characteristics of the intersection.



Buff Road and Moore Ave/Westbury Drive Intersection Evaluation- In response to public concern, the Department evaluated traffic operational and safety concerns. Based on the evaluation, the Department installed All-way Stop control to improve the traffic operational characteristics of the intersection.



Outside Tax District Speed City Code Revision-

The existing Outside Tax District 40 mile-per-hour speed limit was adopted at a time when the majority of the streets in these areas of the City consisted of State highways, County highways, and local rural collector streets. The established speed limit was considered a safe and acceptable average speed limit for the roads in these areas of the City at that time.

Since the adoption of the Outside District speed limit, these areas of the City have experienced significant development through the introduction of primarily residential sub divisions where now the majority of streets in this district are residential in nature. This change in area land use no longer supports the existing 40 MPH speed limit as a safe average speed limit.

The Department identified, through a review of the existing sub-divisions within the Outside Tax District, a significant number of streets that do not have speed limits, other than the State Statutory 55 MPH limit. This is due to not having a mechanism that adds a new street to the City Code during the Planning Board or Street Acceptance processes, as this requires a separate City Council speed limit resolution to amend chapter 225 for each and every street within a sub-division.

Upon this review the Department provided a written recommendation to the Commissioner of Public Safety amend City Code chapter 225 and reduce the maximum speed limit from 40 MPH to 30MPH for the Outside Tax District. The motion was presented and approved by the City Council on 4-7-2020.

Planning Board Reviews

The Department reviewed and commented on Planning Board Community Development issues.

Community Events



The Department typically provides planning and/or traffic control equipment for 23 events, but due to the COVID-19 Pandemic there were no scheduled community events in 2020.

SARATOGA SPRINGS FIRE DEPARTMENT



JOSEPH J. DOLAN
FIRE CHIEF

AARON DYER
ASSISTANT CHIEF

60 Lake Avenue
Saratoga Springs, New York 12866

MESSAGE FROM THE CHIEF

The mission of the Saratoga Springs Fire Department is to provide the highest level of professional service to the public by protecting lives, property, and the environment. Our firefighters and paramedics respond and mitigate thousands of emergency situations annually. As our city continues to rapidly grow, our responsibility to provide the highest level of care and first-class service remains constant. The COVID-19 Pandemic affected our community and forced us to make changes to how the department responded to incidents. The department adjusted to the constant changes based on updated information, while maintaining our ability to provide services the community has come to expect. Being prepared to respond to and successfully manage both man-made and natural disasters continues to be our priority. Our Firefighters are prepared, and have acquired the necessary skills and latest technologies to protect our citizens from the unthinkable occurrences that our community could potentially endure. As I complete my second year as Fire Chief, I continue to look for opportunities to improve our services. I continue to create and foster a culture of perpetual learning, and continued quality improvement. As the Department moves forward, we also have the responsibility to evaluate how we are meeting the needs of our community in a safe, effective and efficient manner. I am honored to present the 2020 annual report which illustrates our commitment to the citizens of our community. We will endeavor to build on our accomplishments and exemplify the honor, pride, and long-standing history of providing quality and caring service. We will uphold the traditions that are the foundation of the Saratoga Springs Fire Department

Respectfully

A handwritten signature in black ink that reads "Joseph J. Dolan". The signature is written in a cursive, flowing style.

Joseph J. Dolan – Fire Chief

ORGANIZATION

Profile

The Saratoga Springs Fire Department (SSFD) was formed in 1884 and is a fulltime paid Fire Department within the City of Saratoga Springs, New York. The Fire Department operates out of two fire stations and serves the City of Saratoga Springs, which encompasses 29.07 square miles of residential, commercial, and agricultural properties and parks. Services provided by the Saratoga Springs Fire Department include: Fire suppression and investigation, paramedic level ambulance and emergency medical services, hazardous materials response, specialized rescue, fire inspections, code enforcement, community fire education and prevention and community CPR and first aid instruction. The Saratoga Springs Fire Department also operates under the Saratoga County Mutual Aid plan and Capital District Hazardous Materials Response Team. Members of the Fire Department also serve with the NYS Task Force 2 Urban Search and Rescue Team.

CITY OF SARATOGA SPRINGS

Square miles – land 28.42

Square miles – water .63

Total square miles – 29.07

Population – 27,436¹

2015 Housing Unit Estimate by Structure²

Total Units 13,271

Single Unit 7,693

Two Units 1,221

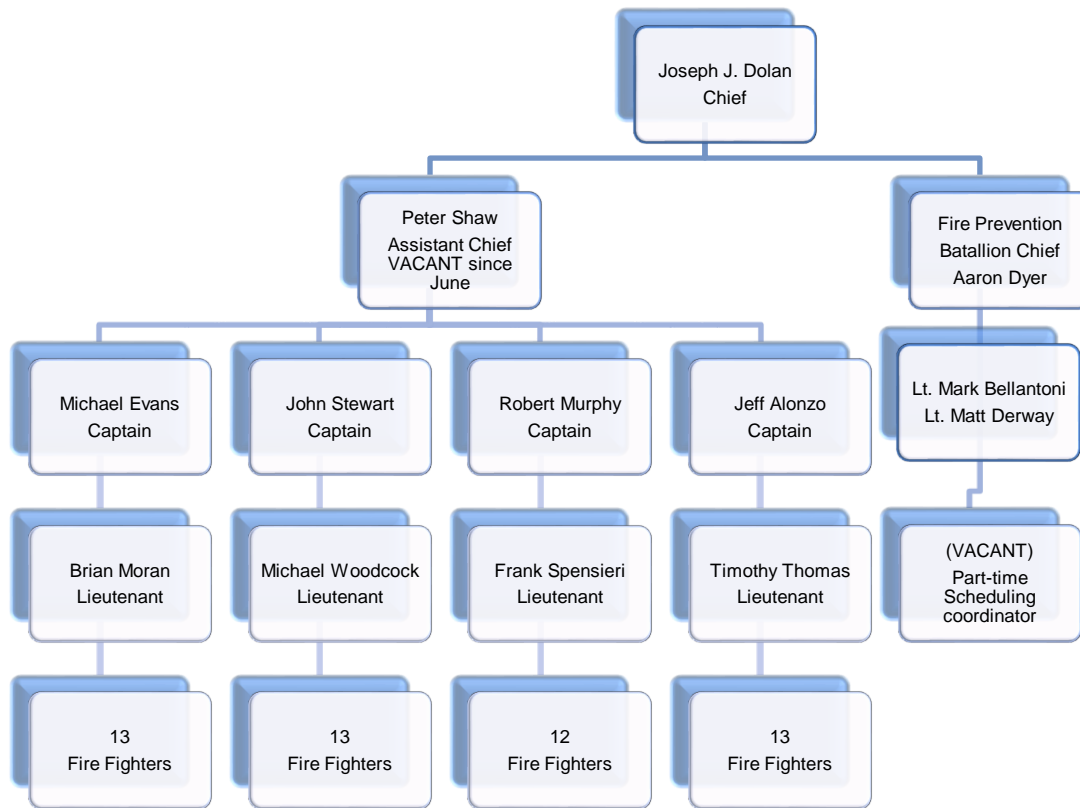
Three to Four Units 1,426

Five or More Units 2,764

Mobile Homes & Other 167

¹ Sources: 2014 *Census* & CDRPC Estimates

² Sources: 2013 *Census* & CDRPC Estimates



2020 Organization

STAFFING

Saratoga Springs Fire Department has 63 full time career fire officers and firefighters. Of this number they include:

- 1 – Fire Chief
- 1 – Assistant Fire Chief (Vacant since June)
- 1 – Battalion Chief
- 4 – Fire Captains
- 6 – Fire Lieutenants (2) assigned to the Fire Prevention Office.
- 51 – Firefighters
 - 50 – Paramedics
 - 12 – New York State Certified Fire Instructors
 - 18 – AHA CPR Instructors
 - 4 – Code Enforcement Officials
 - 25 – Building Safety Inspectors

2020 Retirements:



On January 31, 2020, Firefighter Joseph "Joe" Cook retired after 26 years of service. Joe began his career as a firefighter on January 23, 1994.



On March 11, 2020, Firefighter Louis "Pepe" Farone retired after 20 years of service. Pepe began his career March 11, 2000.

On March 31, 2020, Firefighter Neil Emanatian retired after 18 years of service. Neil began his career on June 29, 2002



On April 9, 2020, Firefighter Michael "Mike" O'Reilly retired after 25 years of service. Mike began his career April 1, 1995.



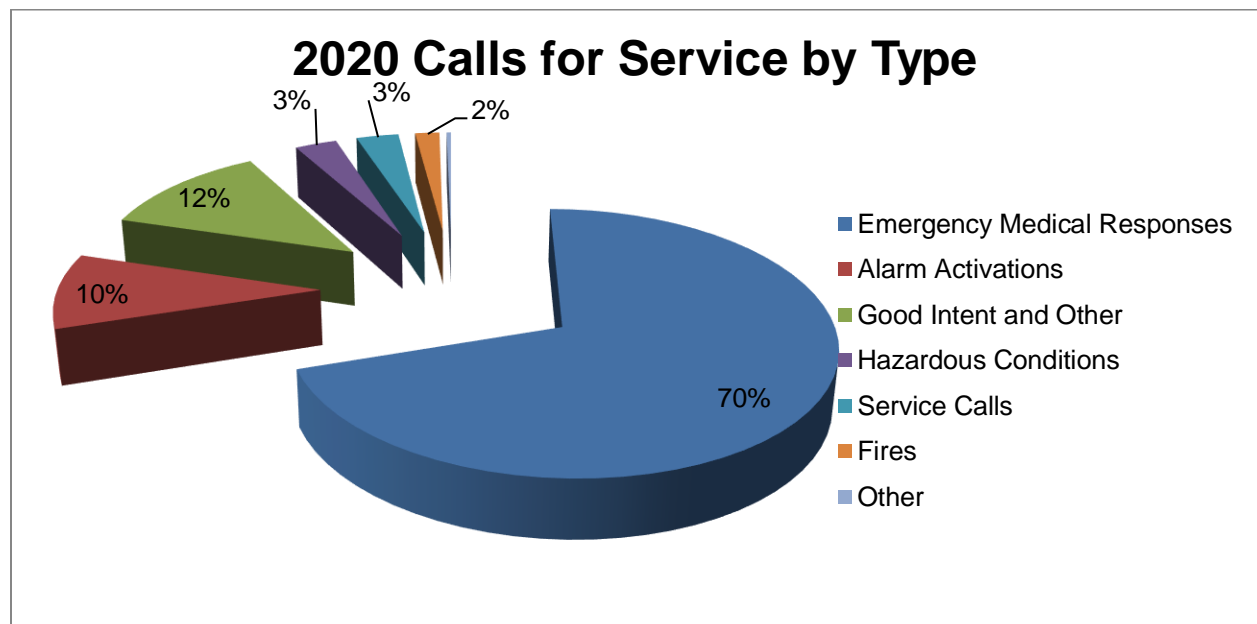
On June 29, 2020, Assistant Chief Peter "Pete" Shaw retired after 34 years of service. He was the Assistant Chief for 9 years. A/C Shaw began his career on April 5, 1986.

CALLS FOR SERVICE

For the year 2020 the Saratoga Springs Fire Department responded to **4868** calls for service.

This represents a 7.38% decrease from 2019. Of those calls:

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Emergency Medical Responses	3410	3670	3804	3803	3454
Alarm Activations	468	523	540	539	467
Good Intent and Other	596	597	522	456	457
Hazardous Conditions	146	140	128	113	137
Service Calls	148	191	174	157	133
Fires	85	67	76	87	74
Other	15	6	12	9	9
Total	4868	5194	5256	5164	4731
	(7.38%)				



RESPONSE TIMES

District	AVERAGE RESPONSE TIME (Dispatch to Arrival)
District 1 – Downtown and Eastside	5:00
District 2 - Westside	5.53
District 3 – I87 East	9.02
Mutual Aid out of City	11.71

Calls for Service by District:

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
District 1	2635	2788	2784	2897	2717
District 2	1819	2031	2149	1961	1702
District 3	227	250	258	239	240
Mutual Aid Given	187	125	65	57	74
Mutual Aid Received	94	25	39	34	30

Fire Losses (Dollars)

In 2020 there were 4 fire incidents with a reported fire loss of \$49,500.00.



FIRE AND EMERGENCY MEDICAL TRAINING



In 2020, the department provided an average of 127 hours of Fire/EMS instruction per employee. We continue to make every effort to improve our instruction, methodology and knowledge in firefighting and EMS operations. Below is a list of training categories; the number of classes provided and total hours per class.



CATEGORY	# CLASSES	TOTAL HRS
Aerial Ladders and Elevated Devices	13	15:30
Building Construction	15	21:30
Communications	5	2:30
Continued Medical Education	60	192:15
Detection, Notification and Suppression Systems	1	1:30
Emergency Escape	4	8:00
Emergency Vehicle Operations - Driving	37	48:45
Engine Company Operations	6	10:00
Extinguishers	1	3:30
Facility Familiarization and Preplanning	4	8:40
Fire Behavior	1	1:00

Fire Fighter Development	52	123:00
Fire Fighter Survival	3	5:30
Fire Hose Practices	10	20:45
Fire Officer Development	6	15:30
Fire Prevention and Codes	64	102:05
Fire Protection and Organization	27	47:00
Fire Pumps	8	13:15
Fire Streams and Nozzles	5	13:00
Fire Suppression Practices	4	10:00
Ground Ladders	7	10:00
Hazardous Materials	14	105:30
Human Resources Education	1	1:00
Natural Cover and Wildland Fires	1	1:30
Operational Critique	5	9:10
Operations - Drill	2	1:30
Personal Safety and Protective Equipment	27	44:00
Rescue Operations	19	62:15
Ropes and Knots	4	5:30
Salvage and Overhaul	5	9:00
Self Contained Breathing Apparatus	4	12:00
Tools and Equipment	33	35:30
Water Rescue	1	3:00



FIRE PREVENTION AND INSPECTION

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Total Inspections:	1390	1868	2030 ³	1359	1165
Occupancies Inspected	822	1598	1452	1435	962
Total Violations Failed:	265	1213	686	1014 ³	896 ³
Total Active Occupancies:	5183	3361	3567	3244	2432
	Budgeted	Actual	Decrease		
Fire Inspection Revenues (2020)	\$115,000	\$61,292	\$53,708 (-47%)		

The Code Enforcement Division, which has been placed under the direction of the Fire Department at the beginning of 2019, is comprised of a Code Administrator and 1 Code Tech that work 40 hours a week each, Monday through Friday with weekend coverage for emergencies or call-ins not including special events. A Code Administration Assistant / Accounts payable person assists by handling the designated duties along with other responsibilities that assists the enforcement officers. In addition to everyday fieldwork which includes investigative work they are responsible for logging in calls, documentation of reports, follow-up paperwork, drafting legal documents for court cases, process serving, tracking court cases, monitoring subject properties, communicating with other departments, maintaining a filing system and researching and crafting new codes. The position of Code Administration Assistant has evolved over the years and has proven to be an asset to the department. Due to the increased work load, the Code Administration Assistant position has been separated from the Accounts Payable position in order to effectively function.

In 2020, the Office of Code Administration has logged and responded to over 2500 calls and requests for assistance.

³ Includes Codes Department

Each officer continues to attend the 24-hour training mandated by the State of New York. The training conferences continue to provide our Code Enforcement with training and information that is required, to stay abreast of the ever-changing rules and regulations. In addition, networking with officials from other municipalities provides valuable insight. Although training is not mandated, the Code Administration Assistant maintains the required 6-hour basic training to help increase efficiency and effectiveness throughout the department.

The Office of Code Administration continues to utilize the Emergency Reporting System (ERS) which allows the Code Department to share property files with the Fire Department creating a more effective and efficient response to complaints. Both Code Enforcement Officers have incorporated the use of the ERS on portable I pads which are taken into the field eliminating lag time on determining property ownership contact information and reporting. The database continues to grow.

The Office of Code Administration diligently monitors construction sites, which often need access to the public right of way to perform overhead work that requires cranes and boom lifts safely. The areas in question are controlled by a permit process which allows the Police and Traffic Departments the opportunity to ensure compliance with vehicle and traffic regulations which include signage, proper flagging, and street closing procedures as well as pedestrian safety. As we continue to participate in pre-construction meetings, we have the opportunity to submit acceptable standards and proper forms to contractors and sub-contractors preventing unsafe practices within the right of way.

Throughout the year of 2020, the Office of Code Administration continued to monitor outdoor music venues ensuring compliance with the noise ordinance, which has in place decibel measurements that decreased violations as well as complaints. The Office of Code Administration also made sure outdoor music venues followed the COVID-19 protocols for outdoor entertainment.



Due to the COVID-19 Pandemic, the 2020 Track season did not open to the public and therefore the Office of Code Administration resources were not required.

Historically, an account has been maintained that allows the Office of Code Administration to hire city approved contractors for the purpose of correcting violations on properties that affect the health and safety of the public. Since that inception it was difficult at times to collect any spent funds from property owners that either abandoned their properties thereby forcing mortgage companies to take the properties over usually without communication with the city. Chapter 175 titled “Cost of Summary Remediation” continues to allow the city to collect any funds expended by attaching the unpaid fees to the tax rolls allowing us to reclaim such funds.



The Vacant Building registration continues to evolve. Pursuant to the Zombie Remediation and Prevention Initiative of 2016, the City of Saratoga Springs has operated a robust Vacant Structure Program supported by local municipal code. Beginning in December 2016, the Office of Code Administration has diligently identified, inspected, processed, and enforced local Saratoga Springs Municipal Code Chapter 222, Section 3, Vacant Building Registration in an effort to address the growing statewide problem of so-called “zombie properties” – vacant and abandoned properties that are not maintained for various reasons. Administration of [§222-3 Vacant building registration](#) is conducted in conjunction with applicable 2015 & 2020 Uniform Building Codes of New York State, ensuring a minimum standard of property maintenance in keeping with the Architectural and Historical priorities of the City of Saratoga Springs. Through a combination of community outreach, public meetings, post-mailers, complaint inspections, and initiative inspections, we have identified and registered the vacant properties, bringing them into compliance and ensuring a minimum standard of property maintenance within our beloved City.

The Office of Code Administration continues to meet with the City Attorney, Building and Fire Officials to discuss and review ordinances that may need modification or the development of new codes. The meetings also allow the different departments an opportunity to share and discuss enforcement procedures within their jurisdiction.



The Office Code of Administration continues to be diligent in monitoring properties and responding to complaints within the city limits to ensure compliance.

In 2020, New York State adopted the 2020 version of the Building Standards and Codes for New York State.

During the 2020 COVID-19 pandemic, enforcing the Governor's executive laws became additional tasks for Code Enforcement. These included responding to complaints for not wearing a mask, not obeying the 6ft apart and inspecting gym facilities to ensure the health and safety of the patrons.

AMBULANCE REPORT

<u>CALL VOLUME:</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Emergency Medical Calls	3454	3670	3705	3731	3423
Daily Average	9.46	10.05	10.15	10.22	9.37
Transports	2269	2555	2549	2553	2331
Transferred to Empire	155	216	248	288	243
Transferred to Other Ambulance	162	70	44	45	47
Assist Empire with Transport	100	159	153	184	162
Transport Basic Life Support	1484	1592	1643	1622	1457
Transport Advance Life Support	785	963	904	931	874

<u>RESPONSE TIMES:</u> (AVERAGE MM:SS)	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Dispatch Processing	2:34	1:48	2:25	2:05	2:02
Turnout Time	1:25	1:35	2:25	1:32	2:13
On-scene Time	16:05	13:12	17:28	13:47	20:01
Average Response Time	3:59	4:15	4:58	5:08	5:12

<u>EMPIRE AMBULANCE</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Average Response Time (MM:SS)	9:17	08:05	08:48	
Priority 1 Emergency average response time (MM:SS)	8:45	07:55	08:08	
Priority 2 Non-emergency average response time (MM:SS)	10:20	09:45	10:33	
Percentage Compliance with 8 and 12 minute response times	67%	64%	67%	

Group	Count	% of EMS call volume
ALS Intercept	9	0.2
Cancelled Enroute	36	1.0
Cancelled on scene	16	0.5
Dead at Scene	43	1.2
Lift Assist ONLY	244	7.0
No Patient Found	88	2.5
Patient Refused Care	280	8.1
SSFD Assist EMPIRE in Transport	100	2.9
SSFD Assist mutual aid Ambulance in Transport	38	1.1
Stand by	1	0.1
TOT EMPIRE	155	4.5
TOT Mutual Aid Ambulance	162	4.7
TOT Police	1	0.1
Treated ALS, Refused Transport	8	0.2
Treated, Transferred to Air Medical	2	0.1
Treated, Transported ALS	785	22.8
Treated, Transported BLS	1484	43.0
Total	3454	

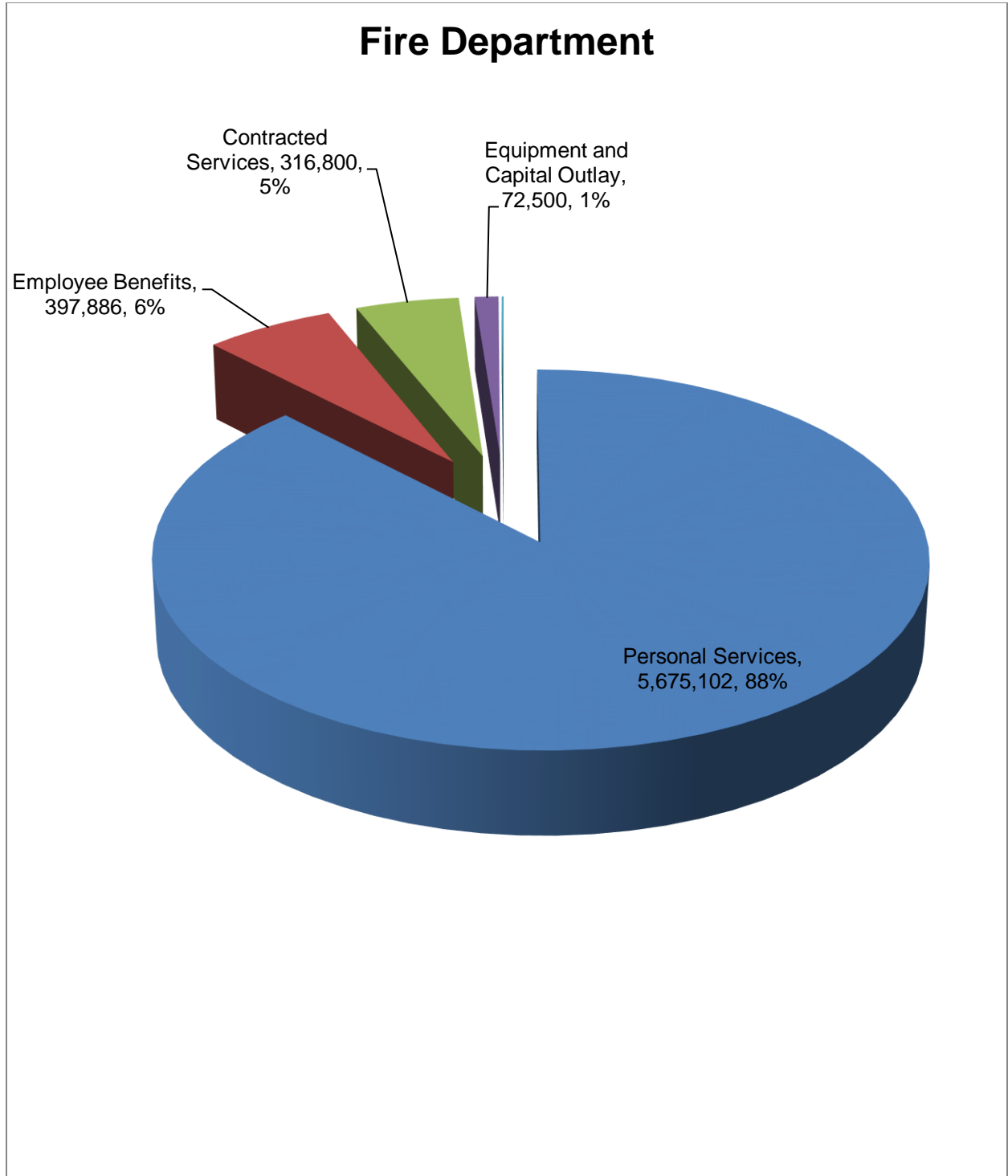
AMBULANCE/ALS REVENUES

The fire department EMS revenues decreased in 2020 as a result of the COVID pandemic and decreased transports:

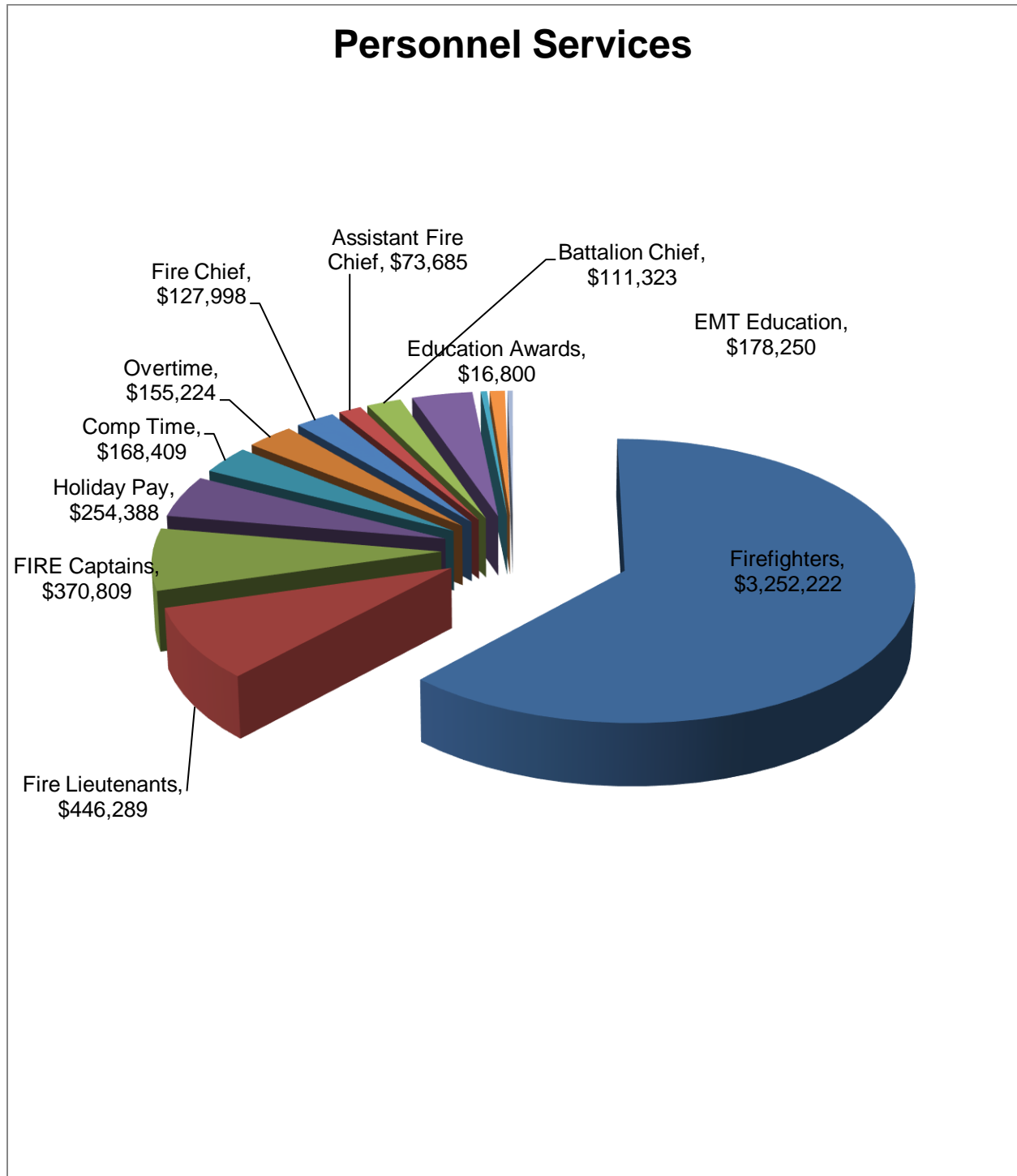
	Budgeted	Actual	Decrease
Ambulances Transport Charges	\$1,315,000	\$1,035,165	- \$279,835 (-21%)
Advanced Life Support Services	\$14,000	\$19,743	\$5,743 (41%)



2020 BUDGET – General Expenses

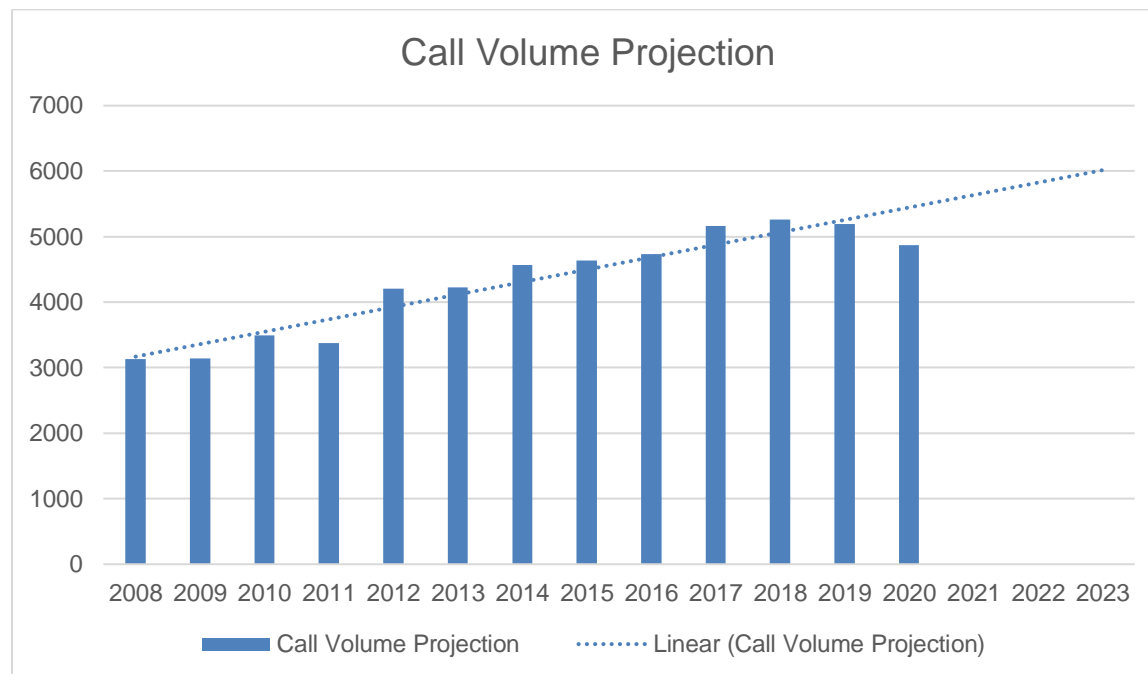


2020 BUDGET – Personnel Services

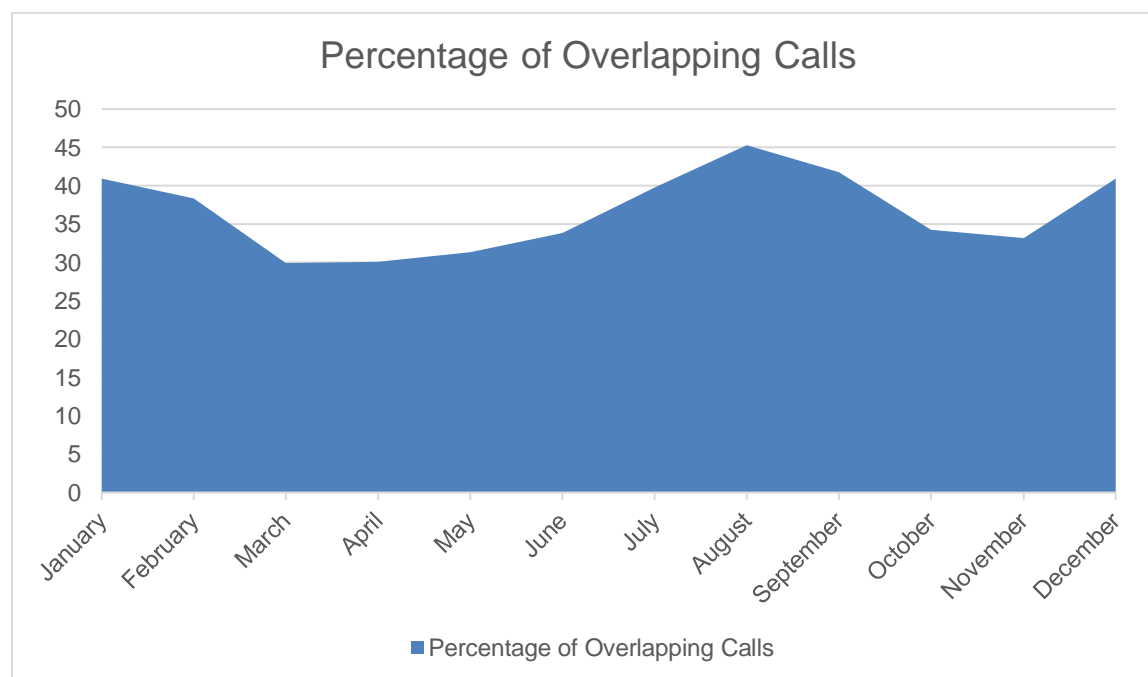


TRENDS:

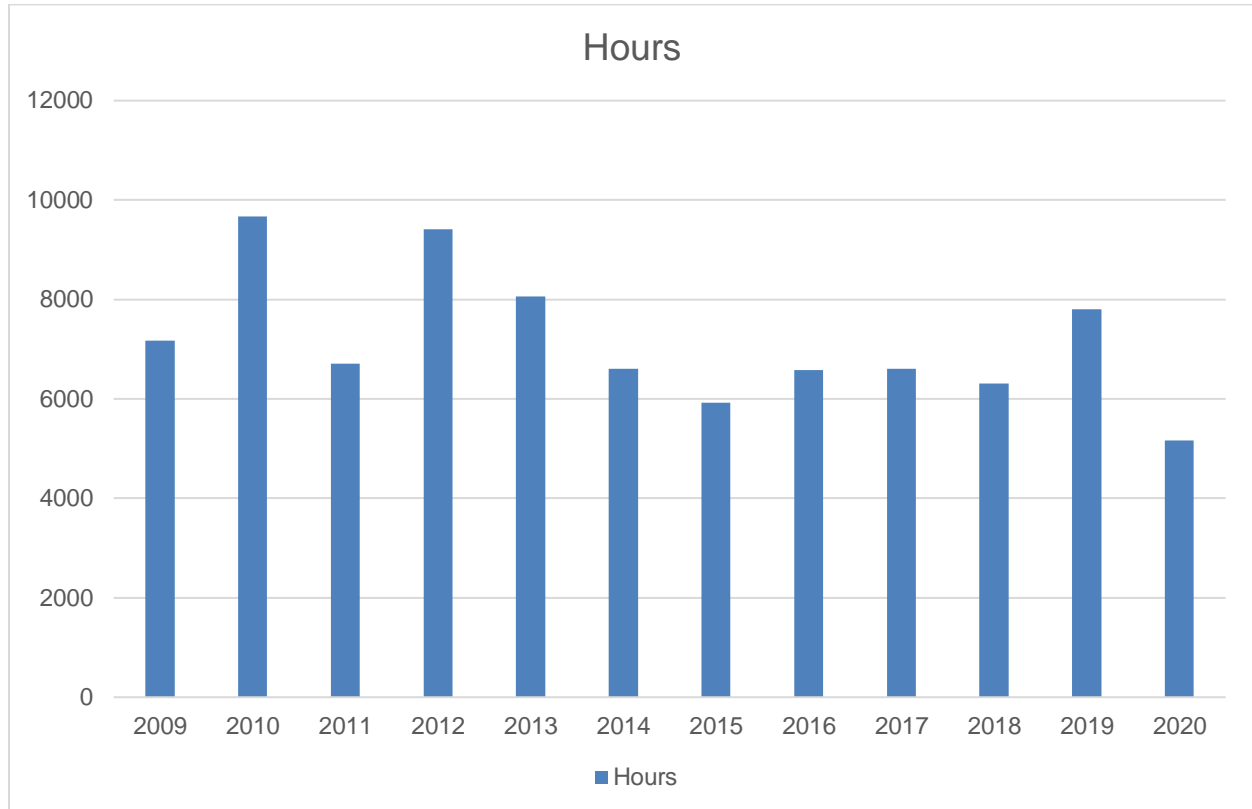
Call Volume



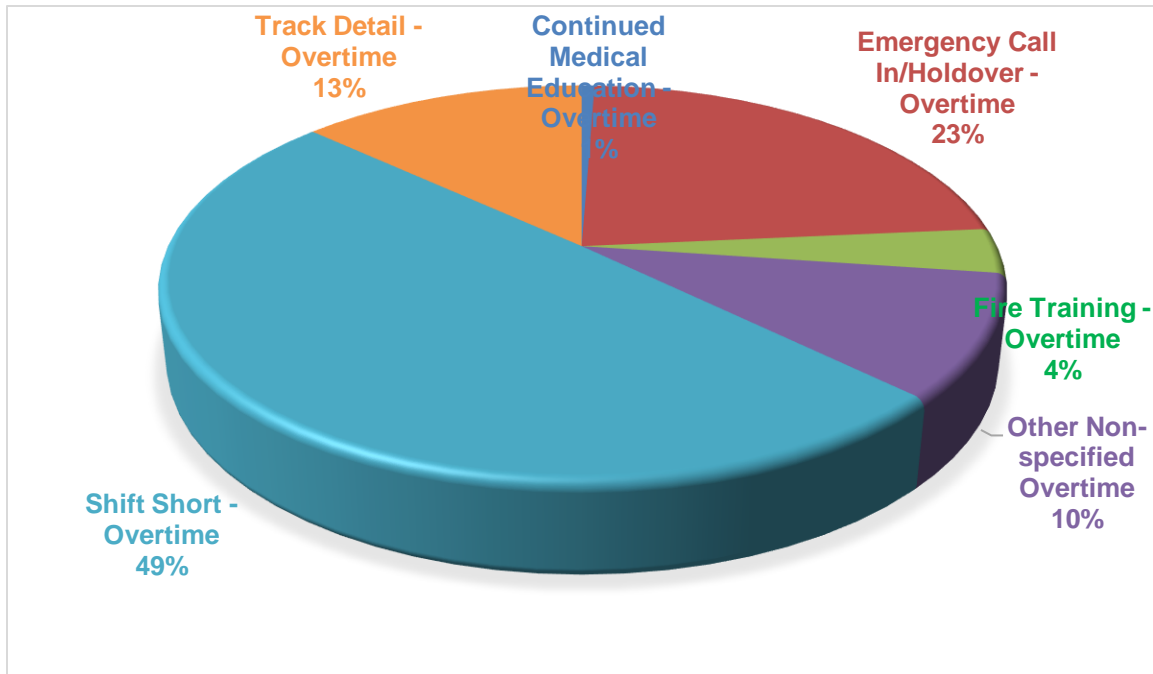
Overlapping – The percent of calls received when units are already on a call.



Overtime



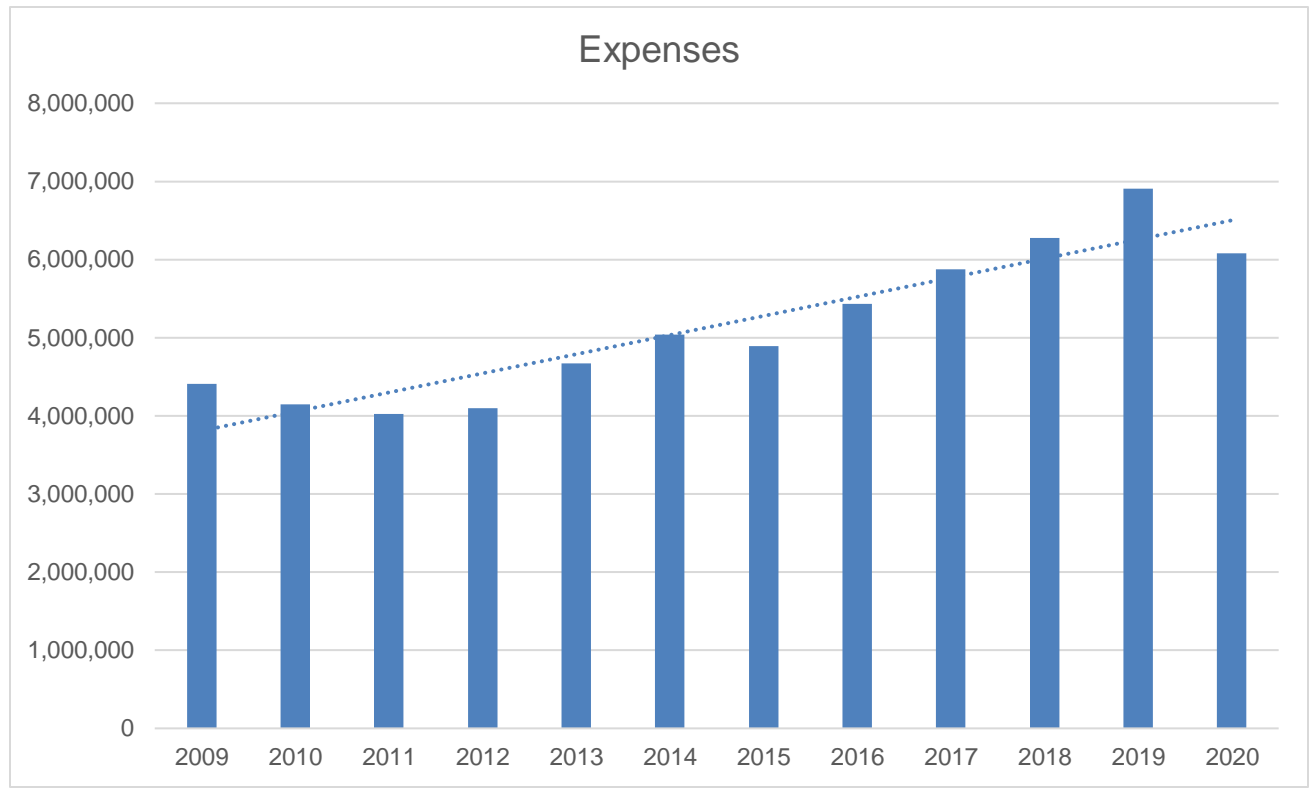
Causes of Overtime % - Green indicates overtime that is reimbursed to the Department



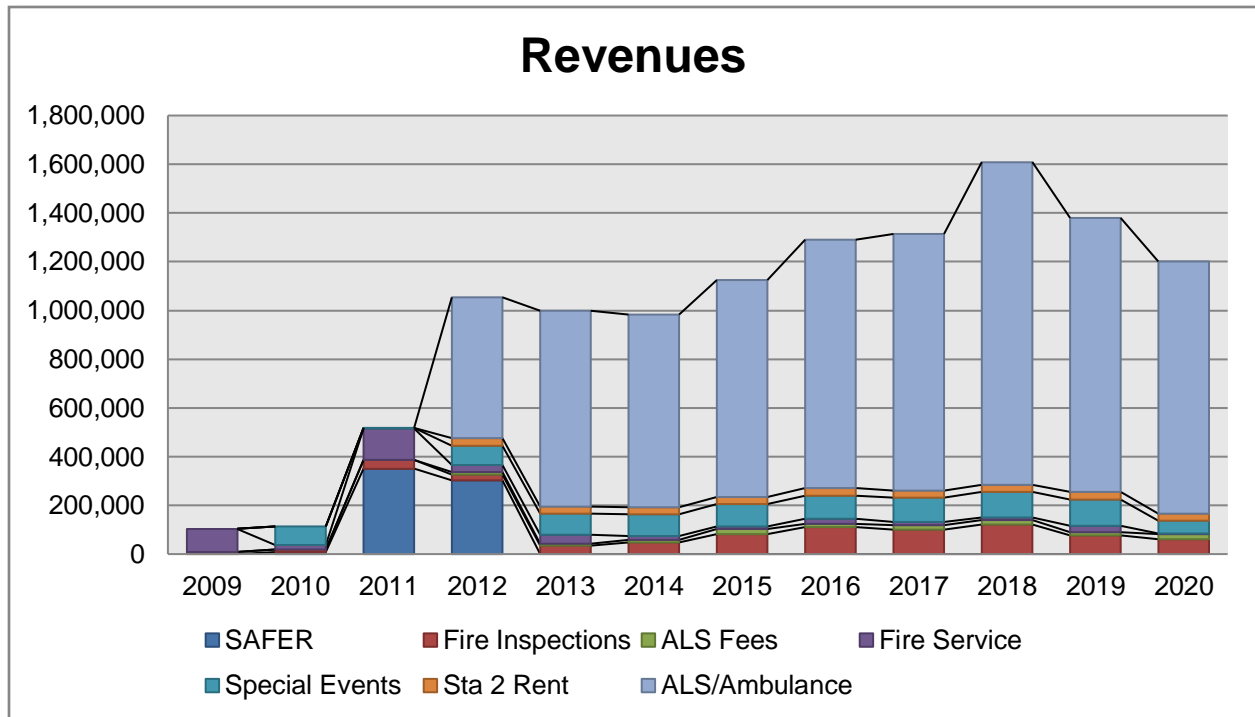
BUDGETS

Expenses:

The Fire Department's annual expenses decreased from \$6,908,621 in 2019 to \$6,081,806 in 2020. This represents a nearly 12% decrease. The decrease was out of necessity as a result of the COVID-19 Pandemic. Expenses were managed in efforts to maintain quality services to the public. Department revenues were impacted based on lower than normal ambulance call volume as well as decreased inspections resulting from the shutdown of businesses.



2009-2020 Budget Trends



2009-2020 Budget Trends



Saratoga Springs Fire Fighters, IAFF Local 343:

Although 2020 came with unique challenges, the Saratoga Springs Firefighters IAFF Local 343 membership continued its charitable work. This past year the membership was consistently involved within the community, despite the setbacks from COVID-19; our hope was to continue serving these great organizations and the people we serve every day.

We have a long standing history with the MDA and in 2019 Local 343 was the highest ranking local in the northeast, raising over \$40,000. This year, every shift continued to find alternative ways to raise funding for MDA, such as having special MDA mask made, virtual telethons, placing donation boxes in various downtown businesses, and teaming up with such businesses to encourage local spending in which a portion would be donated back to the MDA.

In October, we once again partnered with Impressions of Saratoga for our Passionately Pink Campaign in which our SSFD pink shirts were sold to raise money for a local organization dedicated to helping those affected by breast cancer. We also presented Kelly's Angels with the funds raised from the previous year.

With the unfortunate times we all endured in 2020, IAFF Local 343 is looking forward into 2021 and are already pre-planning ways to support our community and the organizations that support them. This past year was busy and challenging for our membership, but we believe that once again we not only showed our dedication and commitment throughout such, but that this union is a cornerstone in our community.



Saratoga Springs

Department of Public Safety

Office of Code Administration

2020 Annual Report

OFFICE OF CODE ENFORCEMENT

2020 ANNUAL REPORT



The Code Enforcement Division, which has been placed under the direction of the Fire Department at the beginning of 2019, is comprised of a Code Administrator and 1 Code Tech that work 40 hours a week each, Monday through Friday with weekend coverage for emergencies or call-ins not including special events. A Code Administration Assistant / Accounts payable person assists by handling the designated duties along with other responsibilities that assists the enforcement officers. In addition to everyday fieldwork which includes investigative work they are responsible for logging in calls, documentation of reports, follow-up paperwork, drafting legal documents for court cases, process serving, tracking court cases, monitoring subject properties, communicating with other departments, maintaining a filing system and researching and crafting new codes. The position of Code Administration Assistant has evolved over the years and has proven to be an asset to the department. Due to the increased work load, the Code Administration Assistant position has been separated from the Accounts Payable position in order to effectively function.

In 2020, the Office of Code Administration has logged and responded to over 2500 calls and requests for assistance.



Each officer continues to attend the 24-hour training mandated by the State of New York. The training conferences continue to provide our Code Enforcement with training and information that is required, to stay abreast of the ever-changing rules and regulations. In addition, networking with officials from other municipalities provides valuable insight. Although training is not mandated, the Code Administration Assistant maintains the required 6-hour basic training to help increase efficiency and effectiveness throughout the department.



**EMERGENCY
REPORTING™**

The Office of Code Administration continues to utilize the Emergency Reporting System (ERS) which allows the Code Department to share property files with the Fire Department creating a more effective and efficient response to complaints. Both Code Enforcement Officers have incorporated the use of the ERS on portable I pads which are taken into the field eliminating lag time on determining property ownership contact information and reporting. The database continues to grow.



The Office of **Code** Administration diligently monitors the construction sites, which often need access to the public right of way to perform overhead work that requires cranes and boom lifts safely. The areas in question are controlled by a permit process which allows the Police and Traffic Departments the opportunity to ensure compliance with vehicle and traffic regulations which include signage, proper flagging, and street closing procedures as well as pedestrian safety. As we continue to participate in pre-construction meetings, we have the opportunity to submit acceptable standards and proper forms to contractors and sub-contractors preventing unsafe practices within the right of way.



Throughout the year of 2020, the Office of Code Administration continued to monitor outdoor music venues ensuring compliance with the noise ordinance, which has in place decibel measurements that decreased violations as well as complaints. Code Administration also made sure outdoor music venues followed the COVID-19 protocols for outdoor entertainment.



Due to the COVID-19 Pandemic, the 2020 Track season did not open to the public and therefore the Office of Code Administration resources were not required.



Historically, an account has been maintained that allows the Office of Code Administration to hire city-approved contractors for the purpose of correcting violations on properties that affect the health and safety of the public. Since that inception it was difficult at times to collect any spent funds from property owners that either abandoned their properties thereby forcing mortgage companies to take the properties over usually without communication with the city. Chapter 175 titled “Cost of Summary Remediation” continues to allow the city to collect any funds expended by attaching the unpaid fees to the tax rolls allowing us to reclaim such funds.



The Vacant Building registration continues to evolve. Pursuant to the Zombie Remediation and Prevention Initiative of 2016, the City of Saratoga Springs has operated a robust Vacant Structure Program supported by local municipal code. Beginning in December 2016, the Office of Code Administration has diligently identified, inspected, processed, and enforced local Saratoga Springs Municipal Code Chapter 222, Section 3, Vacant Building Registration in an effort to address the growing statewide problem of so-called “zombie properties” – vacant and abandoned properties that are not maintained for various reasons. Administration of [§222-3 Vacant building registration](#) is conducted in conjunction with applicable 2015 & 2020 Uniform Building Codes of New York State, ensuring a minimum standard of property maintenance in keeping with the Architectural and Historical priorities of the City of Saratoga Springs. Through a combination of community outreach, public meetings, post-mailers, complaint inspections, and initiative inspections, we have identified and registered the vacant properties, bringing them into compliance and ensuring a minimum standard of property maintenance within our beloved City.



With the increase of publicly held special events, the popularity has caused an increase in attendance elevating the need for the Office of Code Administration to be involved with monitoring the operation of each participant ensuring all safety precautions are met. In past years, with the cooperation of the Police, Fire Inspectors and the New York State Department of Health Inspectors, we are able to have better coverage and oversight. Unfortunately, the COVID-19 Pandemic shuttered all special events just after the annual 2020 Chowderfest in February.



The Office of Code Administration continues to meet with the City Attorney, Building and Fire Officials to discuss and review ordinances that may need modification or the development of new codes. The meetings also allow the different departments an opportunity to share and discuss enforcement procedures within their jurisdiction.



The Office Code of Administration continues to be diligent in monitoring properties and responding to complaints within the city limits to ensure compliance.

In 2020, New York State adopted the 2020 version of the Building Standards and Codes for New York State.

During the 2020 COVID-19 pandemic, enforcing the Governor's executive laws became additional tasks for Code Enforcement. These included responding to complaints for not wearing a mask, not obeying the 6ft apart and inspecting gym facilities to ensure the health and safety of the patrons.

City of Saratoga Springs Police Department

2020 Year End Report.



HONOR, INTEGRITY, RESPECT



Table of Contents

Message From The Chief: 03

SSPD Command Staff: 04

Mission Statement & Core Values: 05

City Data: 06

Policing Saratoga Springs: 07

Crime Statistics: 12

Use of Force: 22

ASD/Traffic Statistics: 36

Procedural Justice/Personnel Complaints: 41

Programs: 43



To Saratoga Springs Community Members:

Thank you in advance for taking interest in the endeavors of the police department. Saratoga Springs is a special city; we are a tourist destination that draws hundreds of thousands of people to our beautiful city each summer. The rest of the year, we return to “normal”, the small town ambiance, and the community members who know each other by name, enjoying our local businesses and restaurants, and the city departments who work so hard to maintain the beauty of our magical city. The Covid-19 pandemic negatively affected the city and forced the Police Department to adapt to handle the new challenges caused by this virus while continuing to provide public safety services to the city.

Now, more than ever, communities nationwide are taking increased interest in their police departments, and how and where improvements can be made. We are always seeking ways to improve, especially now that major transformations in the criminal justice system are underway.

Since being chosen as your Chief of Police in the fall of 2019, I have been reviewing and improving policies and procedures, investing in additional training for officers, making sure that our department is structured in a way that provides the best quality of service, and bringing a new, increased focus on community policing and involvement. I have listened to community members and heard that transparency is extremely important. In an effort to improve transparency all of the department policies are now located on the city website for the public to view. We have started to implement new changes into how we collect data to improve our analytics and will continue to release more information. There is still more work to be done. My desire is that we all work together as a community to ensure that all those who live, work, and play here can do so without fear of harm from anyone. **This is a goal that cannot be achieved without your help.** I am looking forward to increased interest in the police department, finding ways to work together to achieve optimal safety for everyone, and gaining a better understanding of challenges our community members face in regards to public safety so we can focus our efforts into making significant improvements.

Shane Crooks

A handwritten signature in blue ink, appearing to read 'Shane Crooks'.

Chief of Police

Saratoga Springs Police Department Command Staff

Chief of Police: Shane L Crooks

Assistant Chief of Police: John T Catone

Lieutenant Sean D Briscoe

Lieutenant Robert H Jillson

Lieutenant Laura M Emanatian

Lieutenant Jason Mitchell



(from left to right, Lt. Mitchell, Lt. Jillson, Chief Crooks, Assistant Chief Catone, Lt. Briscoe, Lt. Emanatian)

Mission Statement & Core Values

The mission of the Saratoga Springs Police Department is to serve and protect the lives and property of the people of the City of Saratoga Springs. The members of the Saratoga Springs Police Department will carry out our duties to the best of our ability in accordance with our core values of Honor, Integrity and Respect.

Members of the Saratoga Springs Police Department accomplish this mission by following the Law Enforcement Code of Ethics and remembering that they have a duty to protect and serve the residents and visitors of the City of Saratoga Springs. Our core values are Honor, Integrity and Respect. Our actions are guided by these principles in all interactions with citizens. Our profession is a noble and just cause that requires our dedication to the highest professional standards.





City Data

The City of Saratoga Springs is roughly 29 square miles with the 2019 US Census Bureau estimated population to be 28,212. According to the information provided by the Census, 51.1% of the population of the city is female. The percentage of the demographics of community members in Saratoga Springs are: 92.1% white, 2.1% black or African American, 0.1% American Indian and Alaska Native, 3.7% Asian, 0 Native Hawaiian and Other Pacific Islander, 3.2% Hispanic or Latino, 1.5% with two or more races, and 89.7% white, not Hispanic or Latino.

Located within the city limits is Skidmore College, which enrolls about 2,650 students. Empire State College also has learning locations here, which draws students to the city.

We are also well known for our tourist attractions, namely the Saratoga Performing Arts Center (SPAC) and the Saratoga Racetrack. For five straight years, the Saratoga Racetrack has brought over 1 million visitors per summer to our city, and SPAC can entertain crowds up to 25,000 people, not to include the thousands who are drawn to the park regardless of whether or not they have tickets to enter. Saratoga Springs is a highly sought after venue for conferences and special events to the likes of Chowderfest, The Victorian Street walk, and the host of many 5K runs and other family events.

Our police department currently employs 72 sworn personnel, which is listed later in this report. We have 14 females and 61 males keeping the city safe. This is a high number of females when the size of our department is taken into account and compared to other local departments. We employ 1 black male, and the rest of our employees are white,

not Hispanic or Latino. We hope that over time, the diversity of potential police candidates who choose to apply for a position with our department changes. When fully staffed, the department is comprised of 77 sworn officers.

Over the past five years, we have averaged approximately 30,500 calls for service, 1,290 arrests, and 28.33 incidents involving uses of force per year. Our sworn and civilian employees work hard to ensure that Saratoga Springs is a safe place to live, work, and play. While 2020 was a unique year that resulted in the reduction of certain crimes, we did see a slightly above average call volume with **30880 calls for service**.

Policing Saratoga Springs

The city is divided up into four patrol zones plus the downtown business district and the Broadway beat. Zone boundaries are determined by balancing geographical size, volume of call for service, and the anticipated response times. Boundaries are reviewed periodically and adjusted based on data analysis and crime trends.

The current patrol zones are:

Zone 1: The southwest corner of the city, bounded by Route 9 to the east and Congress Street/Grand Avenue to the north.

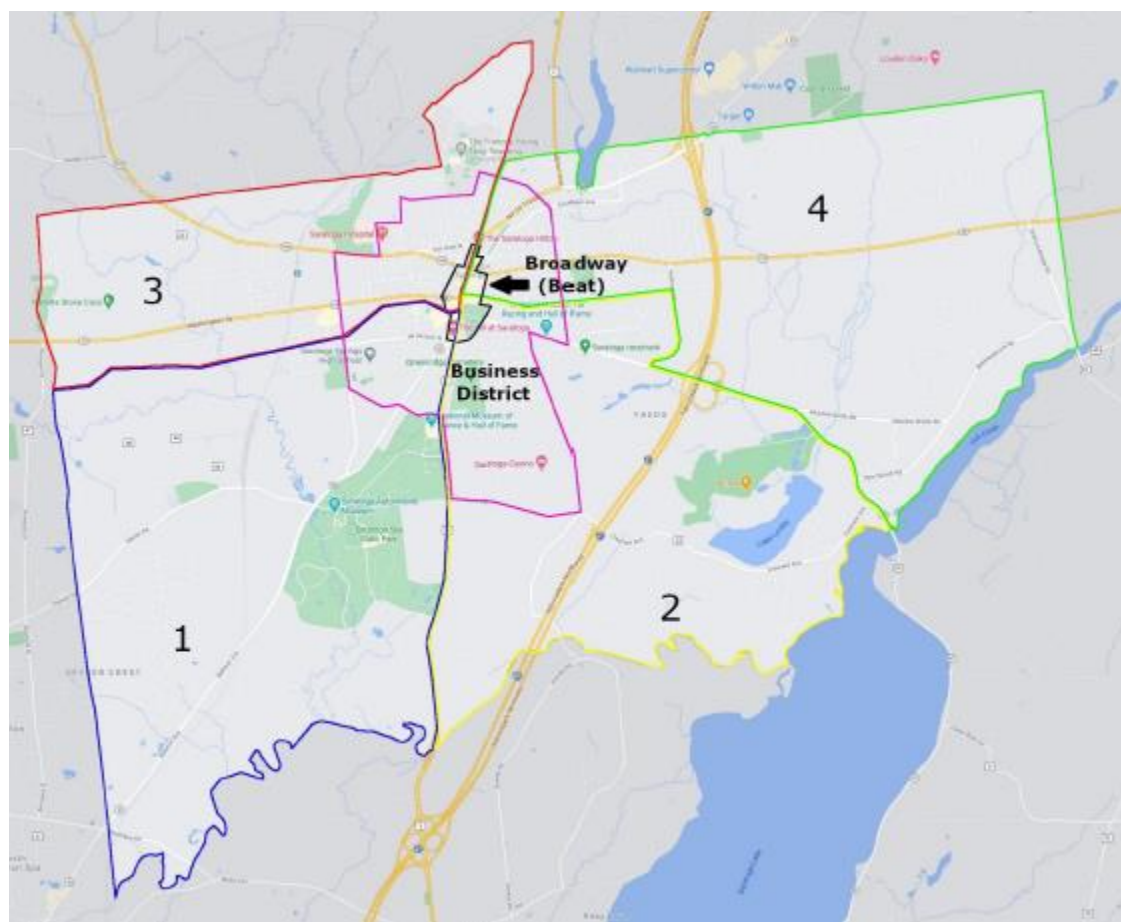
Zone 2: The southeast corner of the city, bounded by Route 9 to the west and the route formed by Spring Street, Madison Avenue, East Avenue, and Union Avenue to the north.

Zone 3: The northwest corner of the city, bounded by Broadway/North Broadway to the east and Congress Street/Grand Avenue to the south.

Zone 4: The northeast corner of the city, bounded by Broadway/North Broadway to the west and the route formed by Spring Street, Madison Avenue, East Avenue, and Union Avenue to the south.

Business District: Conforms to the C-1 Business District as identified on the city of Saratoga Springs zoning map.

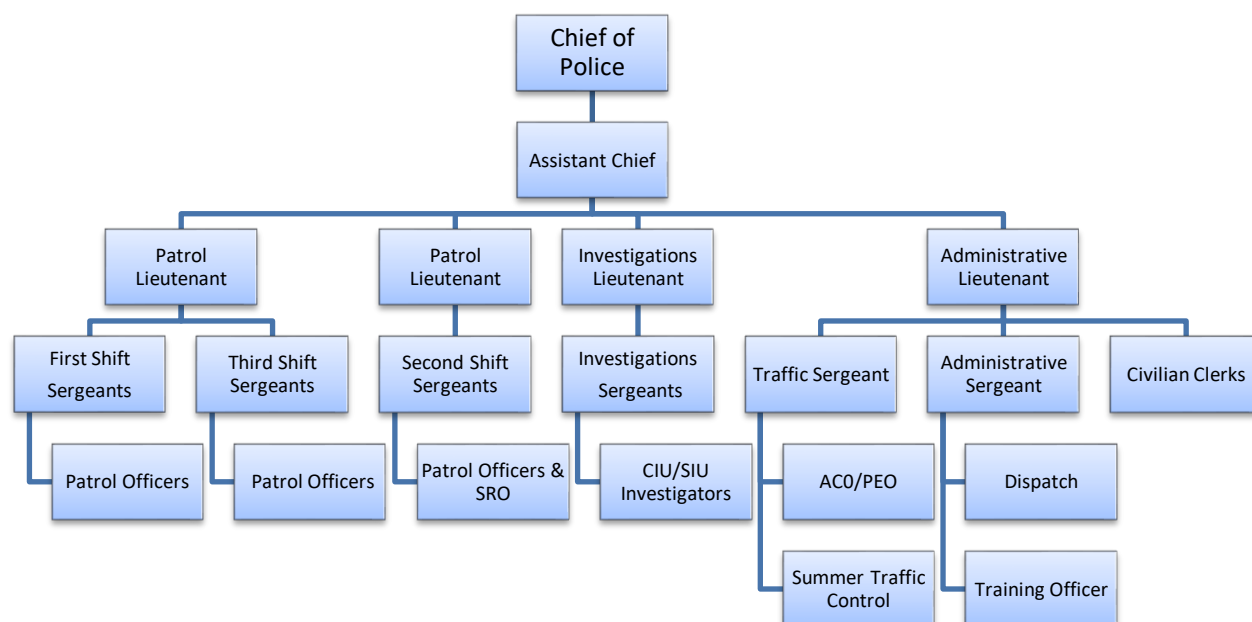
Broadway Beat: The Broadway Beat includes Broadway from the intersection of the VanDam Street south to Congress Park, west to Railroad Place and East to Henry Street.



Staffing

The Saratoga Springs Police Department is currently authorized for up to 77 sworn law enforcement officers. As of December 2020 there is a chief, assistant chief, 4 lieutenants, 12 sergeants, 12 investigators, and 42 patrol officers. Patrol officers are divided among three 8-hour shifts: day's (second Shift), evening's (Third Shift), and overnight's (First Shift). Currently, there are 14 officers assigned to the day shift (1 being a School Resource Officer), 12 officers assigned to the evening shift, and 13 officers assigned to the overnight shift. Three officers are K-9 officers, one assigned to each shift. One patrol officer position is a recent Law Enforcement Academy graduate and is currently in the field-training program. The FBI 2019 Crime in the United States Report states law enforcement agencies in the North East have an average number of 2.8 full-time sworn law enforcement officers per 1000 inhabitants, placing the department slightly below the average staffing level.

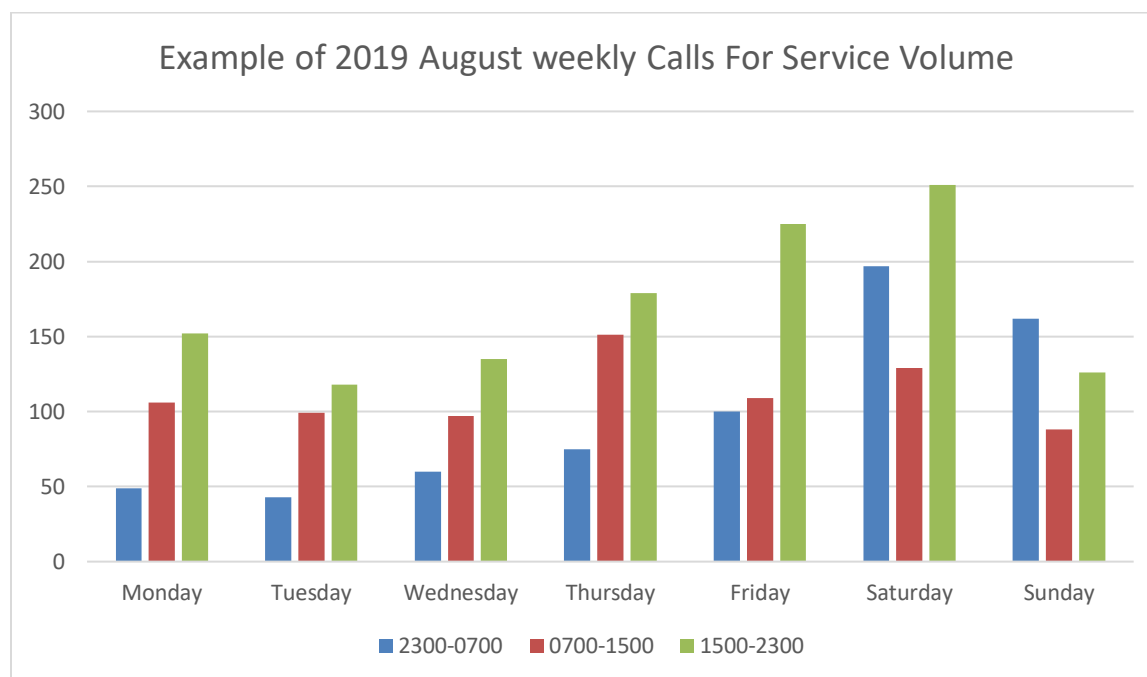
The department is divided into three Divisions, the Patrol Division, Investigations Division and Administrative Services Division. Each of the divisions is responsible for specific duties related to the overall mission of the police department.



The patrol division consists of three 8 hour shifts providing 24 hour patrol coverage for roughly 29 square miles. 41 Patrol Officers work in uniform, conduct routine patrol, respond to calls for service and conduct preliminary investigations. Patrol Officers also are responsible for traffic control, order maintenance, crowd control, vehicle and traffic enforcement, and transporting prisoners to and from City Court arraignments.

Lieutenants Sean Briscoe and Jason Mitchell are responsible for the Patrol Division. Daily supervision of each of the shifts is the responsibility of the Patrol Sergeants.

Each day, a minimum number of officers are required on each shift, referred to as minimum staffing. For example, on a Monday, the minimum staffing level of officers required on a midnight shift may be 5. This means that 5 patrol officers must be working on Monday from 12am-8am. Generally, the shift is divided to cover the east and west sides of the city, with one officer assigned to the “beat”. A supervisor may adjust the minimum requirement based on other factors that may require additional resources (persons in custody, special events, ongoing critical incidents, large tourist volume, and unusually high call volume). The below chart is an example of a typical August week call volume in 2019.



A third lieutenant is assigned to oversee the Investigations Division. The Investigations Division consists of two units, the Criminal Investigations Unit and the Special Investigations Unit and is commanded by Lieutenant Robert Jillson. The Criminal Investigations Unit (CIU) is responsible for the investigation of major incidents and serious crimes while the Special Investigations Unit (SIU) is responsible primarily for the investigation of drug related crimes.

The CIU consists of one sergeant and seven investigators while the SIU is composed of one Sergeant and five investigators. One member from CIU is directly responsible for

all property and evidence taken in by the police department. One member of the SIU is assigned to the DEA Drug Task Force which investigates large scale drug trafficking.

The Investigations unit assisted in the **39 missing person** cases in 2020.

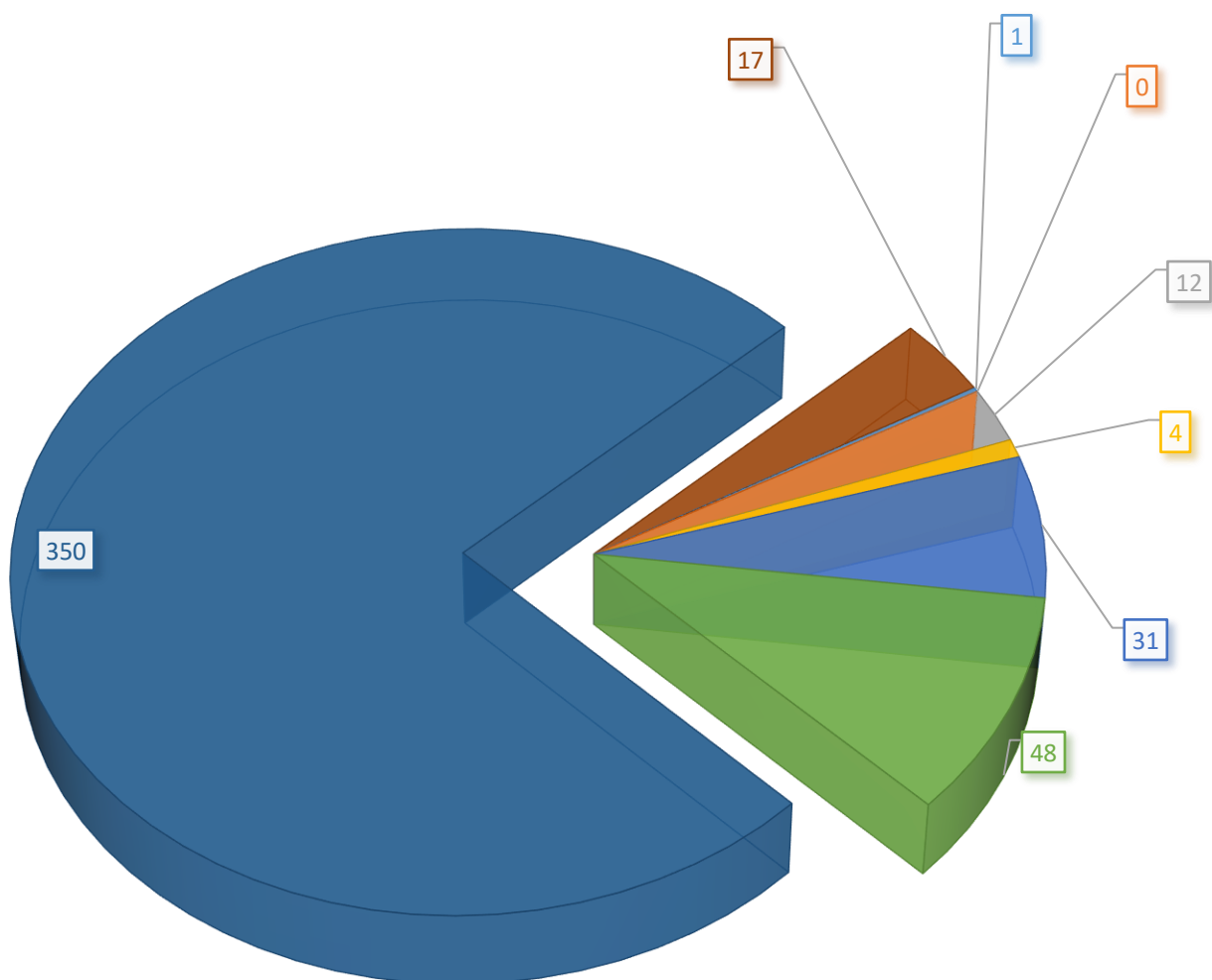
One investigator is assigned to manage the registered sex offenders in the City of Saratoga Springs. There are currently **43 registered sex offenders** living in Saratoga Springs. Two of the registered sex offenders were arrested in 2020 for failing to register as required by law.

Members of the Special Investigations Unit are charged with the investigation of all levels of drug trafficking in Saratoga Springs, from street level dealers to major drug trafficking organizations. In addition to pro-active details targeted to street-level drug activity in the downtown area and during SPAC concerts, the members of the SIU unit work with outside agencies such as the New York State Attorney General Office.

SIU saw the conclusion of a yearlong joint investigation with the NYS Attorney General's Office, the Warren County Sheriff's Office, the Schenectady Sheriff's Office, and the New York State Police . The investigation resulted in the seizure of Seizes 7 Kilograms of Cocaine, 70 Grams of Heroin, 120 Grams of Fentanyl, Dozens of Narcotic Pills and the subsequent indictment of 48 individuals on 303 felonies in multiple jurisdictions throughout the state. **The network of dealers was distributing heroin laced with fentanyl, and in some cases straight fentanyl that they were calling heroin, as well as powder and crack cocaine and illegal prescription pills.** Fentanyl is a synthetic opioid that is 50x more potent than heroin

Narcan/Naloxone: Naloxone is a medication designed to rapidly reverse opioid overdose. It is an opioid antagonist—meaning that it binds to opioid receptors and can reverse and block the effects of other opioids. It can very quickly restore normal respiration to a person whose breathing has slowed or stopped as a result of overdosing with heroin or prescription opioid pain medications. **Officers deployed Narcan on 16 separate calls for service in 2020.**

PART I CRIME TOTALS



■ Murder

■ Negligent Manslaughter

■ Rape

■ Robbery

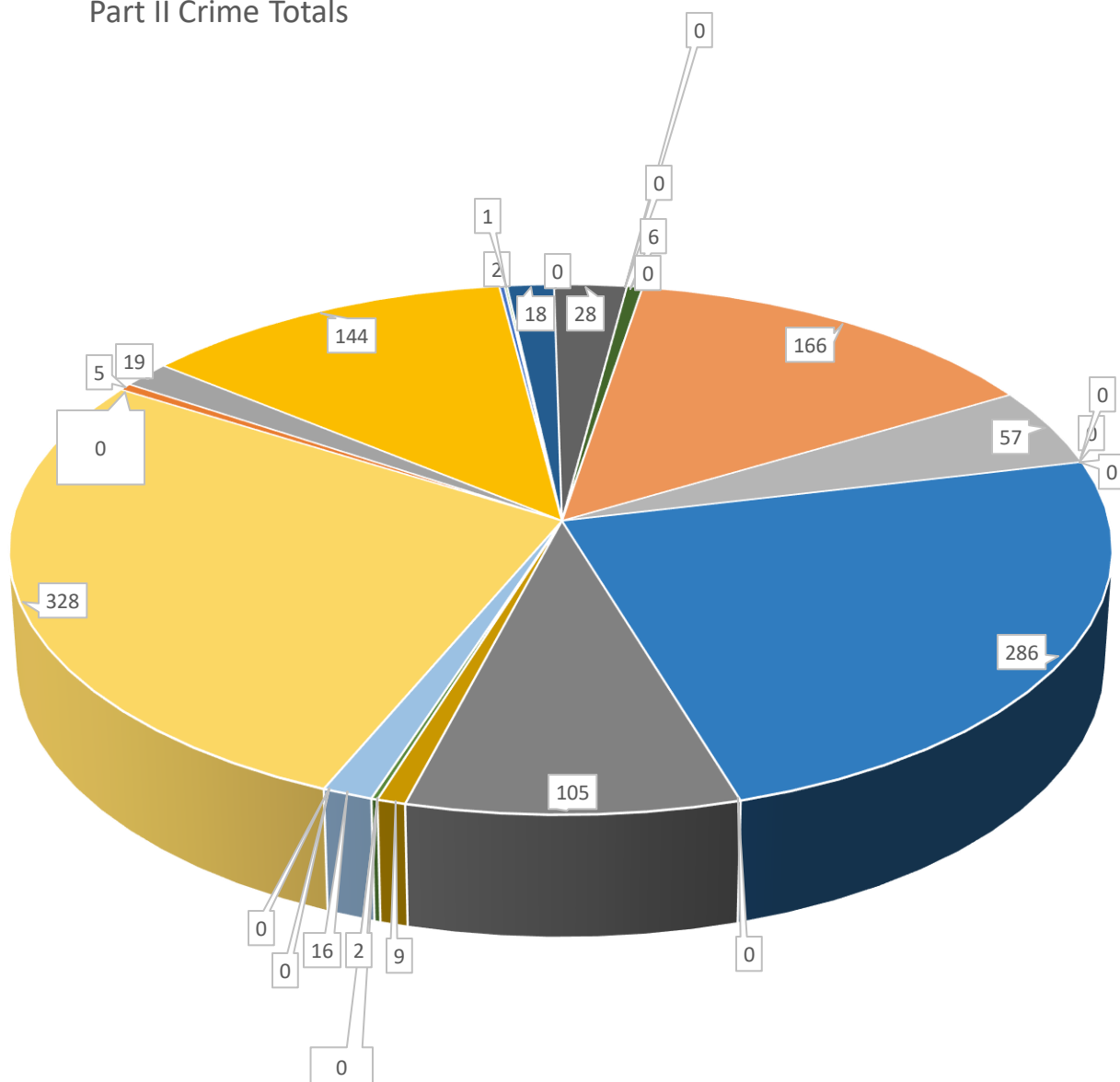
■ Aggravated Assault

■ Burglary

■ Larceny

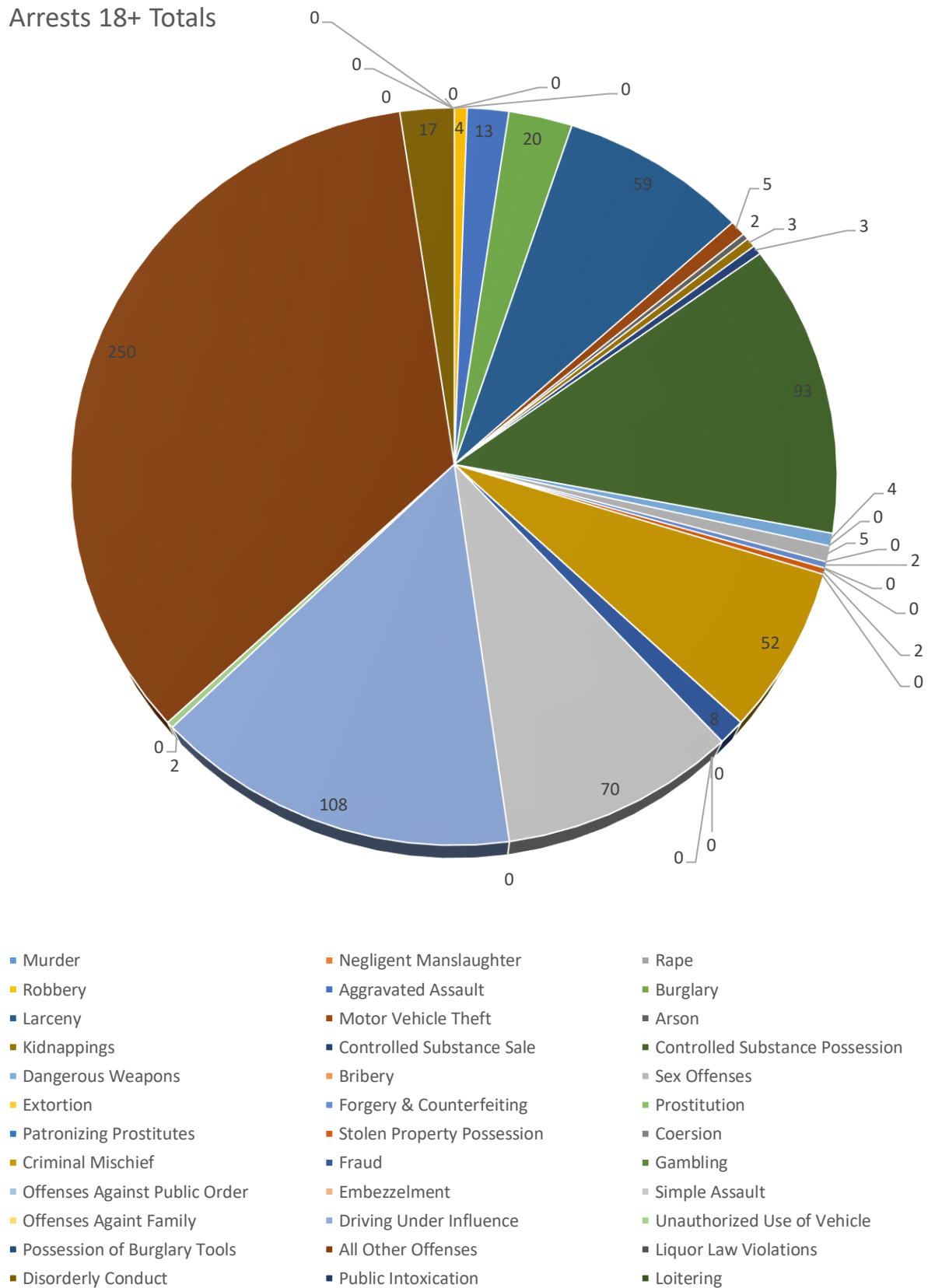
■ Motor Vehicle Theft

Part II Crime Totals

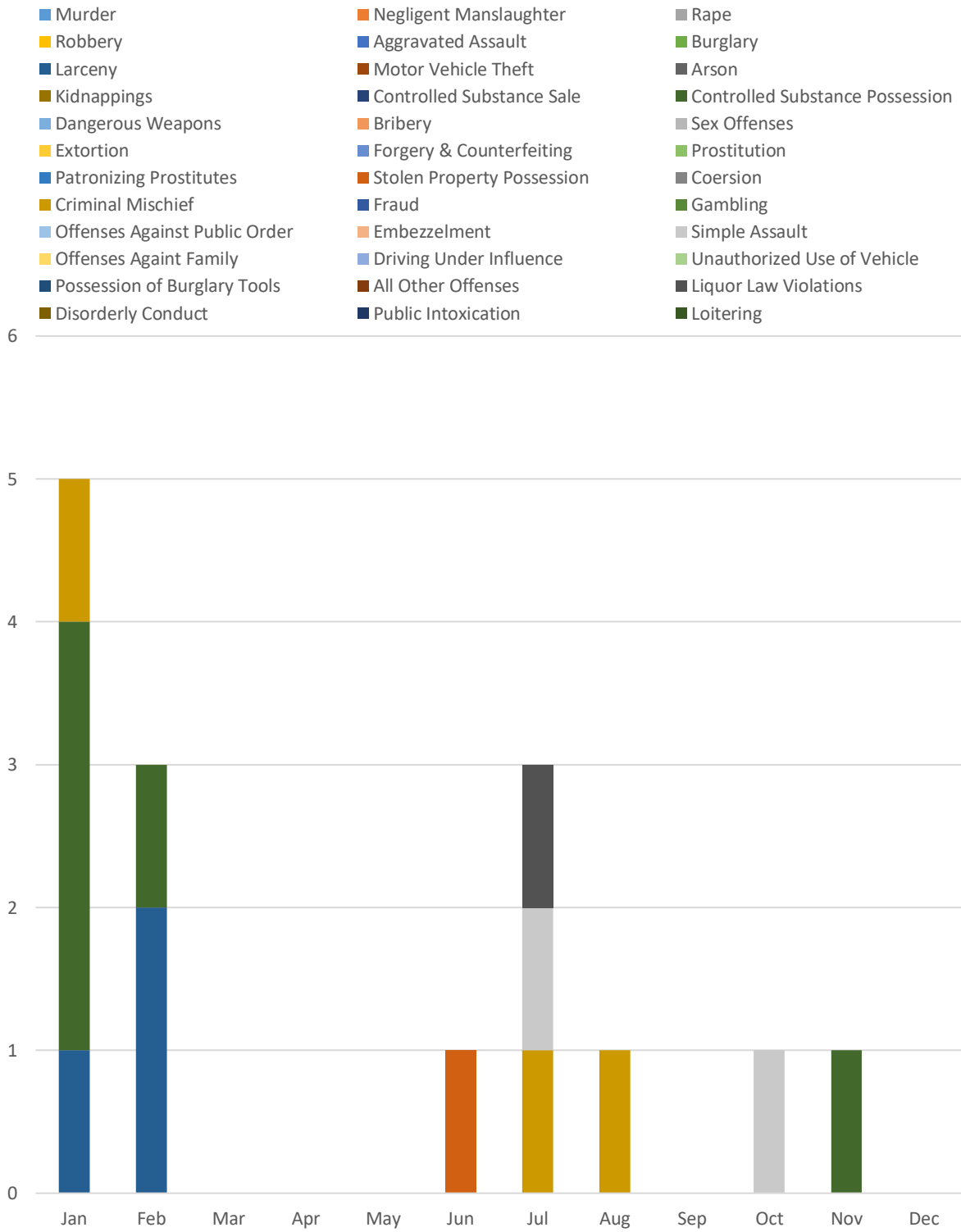


- Arson
- Kidnappings
- Controlled Substance Possession
- Dangerous Weapons
- Sex Offenses
- Extortion
- Controlled Substance Sale
- Bribery
- Prostitution
- Patronizing Prostitutes
- Forgery & Counterfeiting
- Stolen Property Possession
- Coercion
- Criminal Mischief
- Fraud
- Embezzlement
- Gambling
- Offenses Against Public Order
- Driving Under Influence
- Simple Assault
- Offenses Against Family
- Liquor Law Violations
- Unauthorized Use of Vehicle
- Possession of Burglary Tools
- Loitering
- Disorderly Conduct
- Public Intoxication
- All Other Offenses

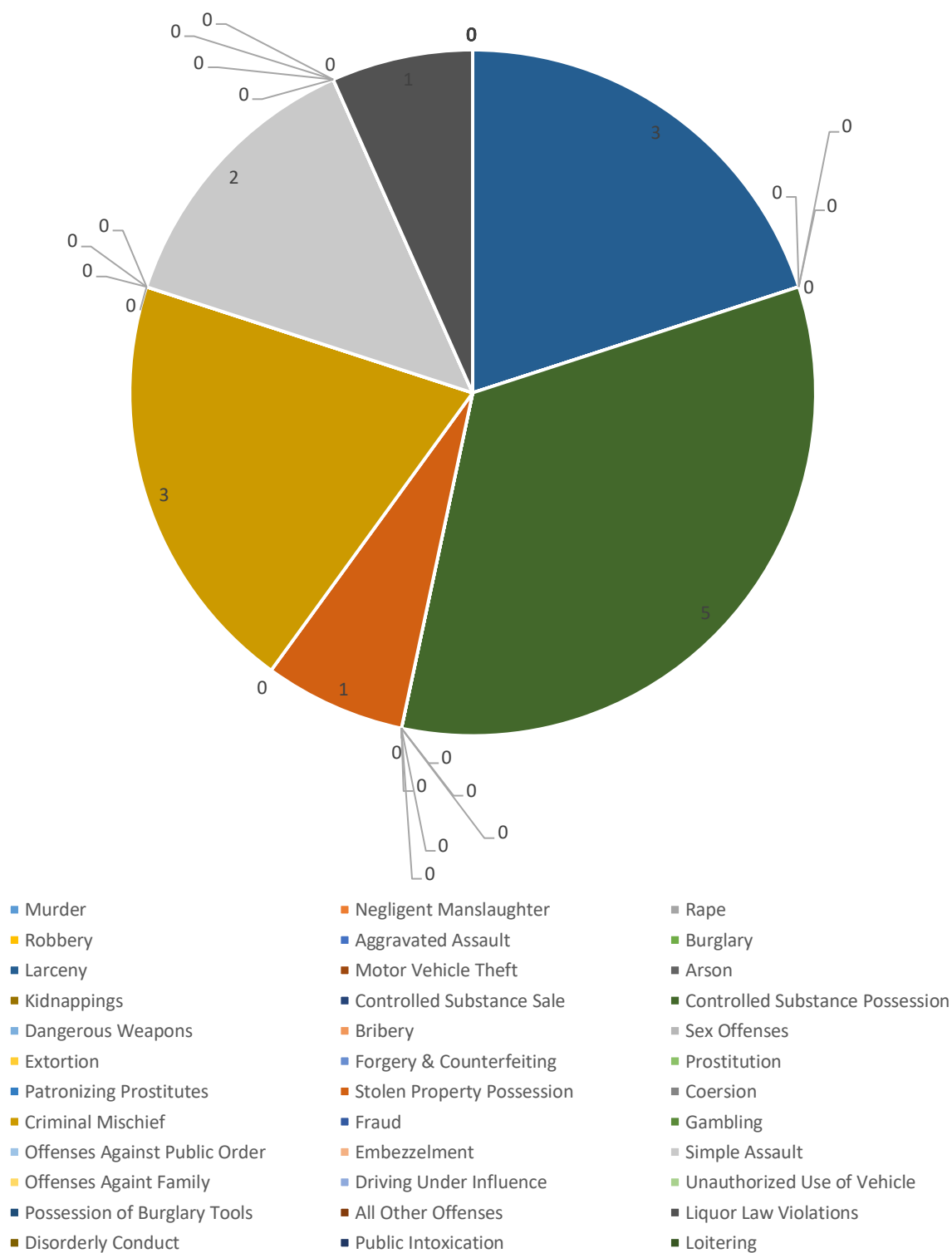
Arrests 18+ Totals



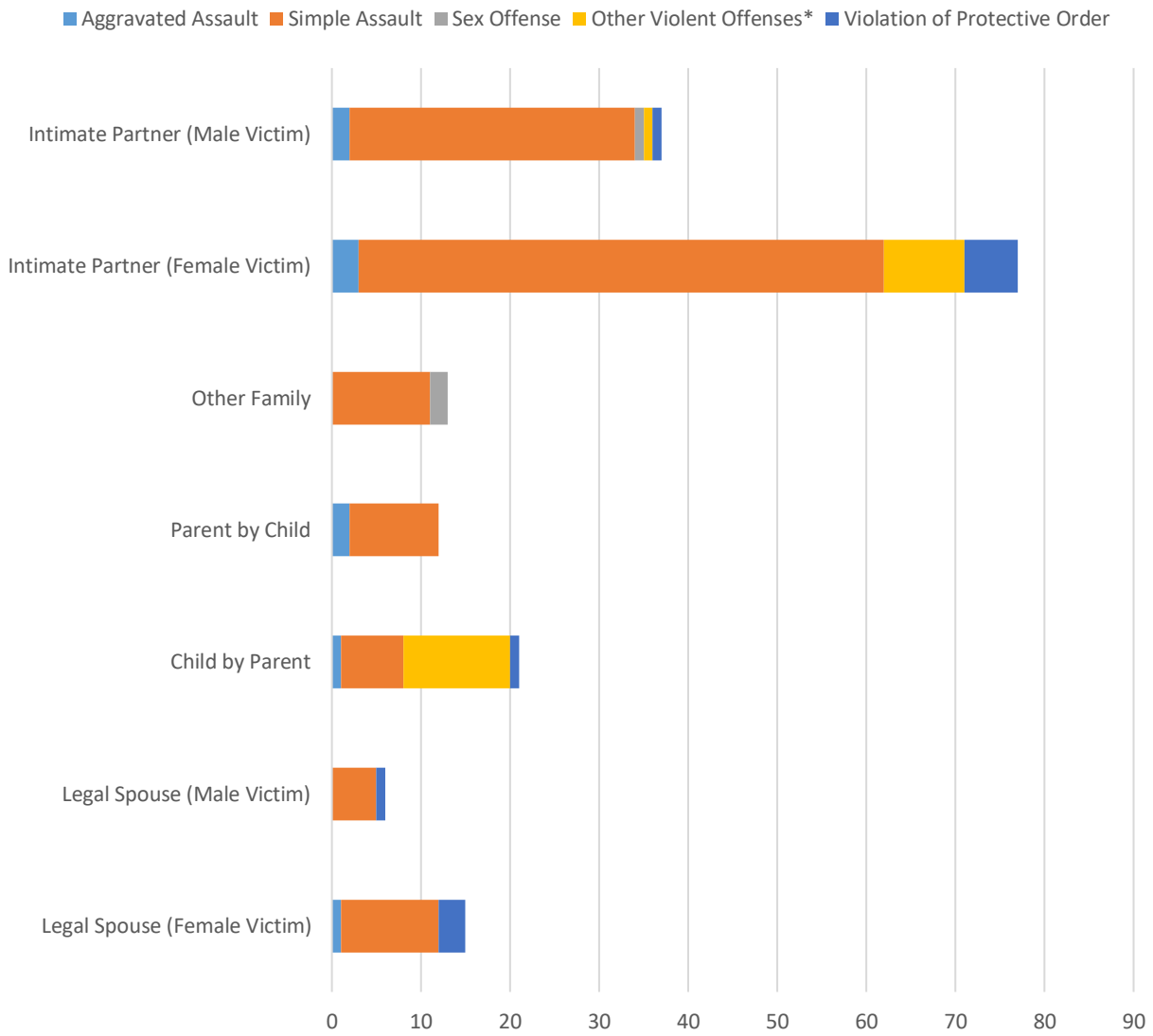
Arrests Under 18 by Month



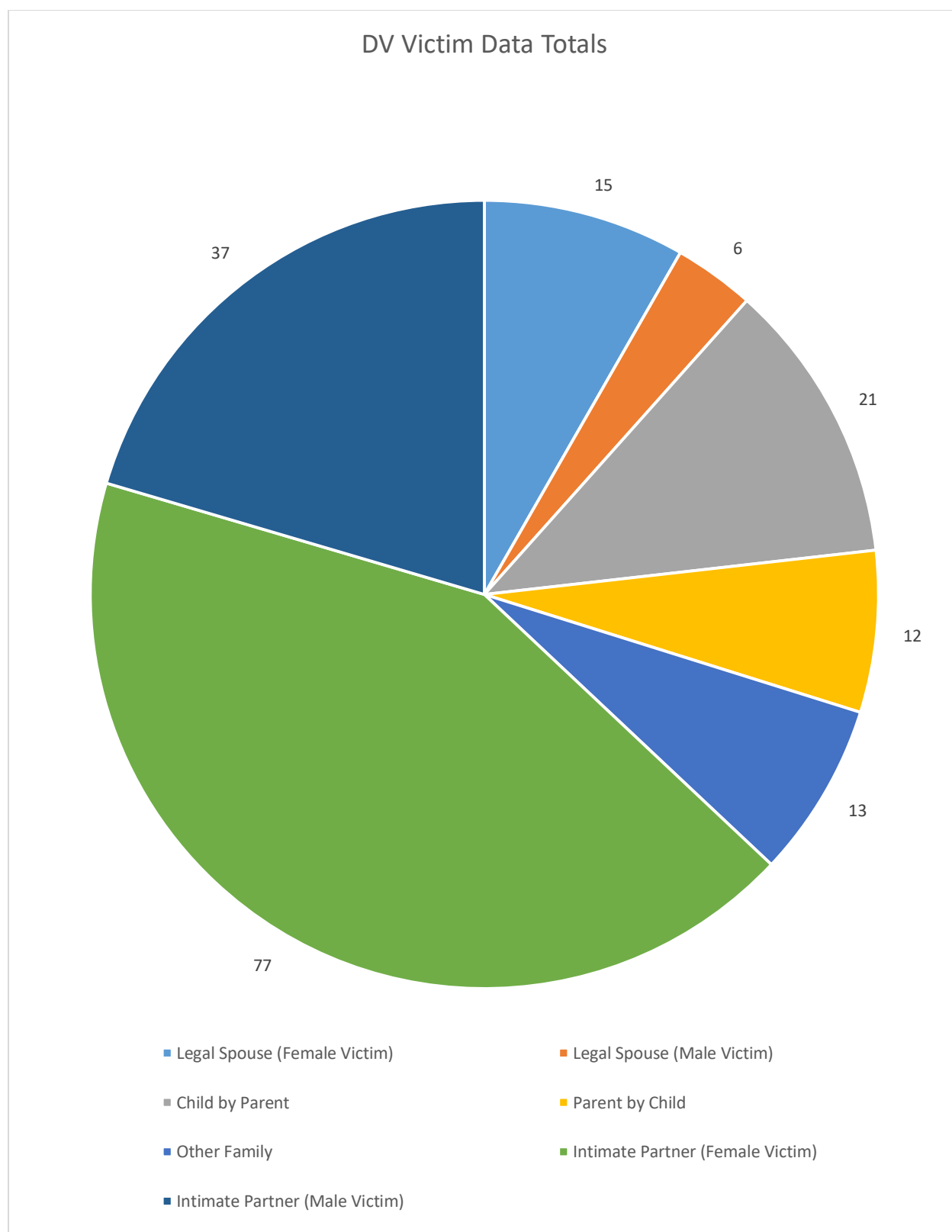
Arrests Under 18 Totals



Domestic Violence Victim Data

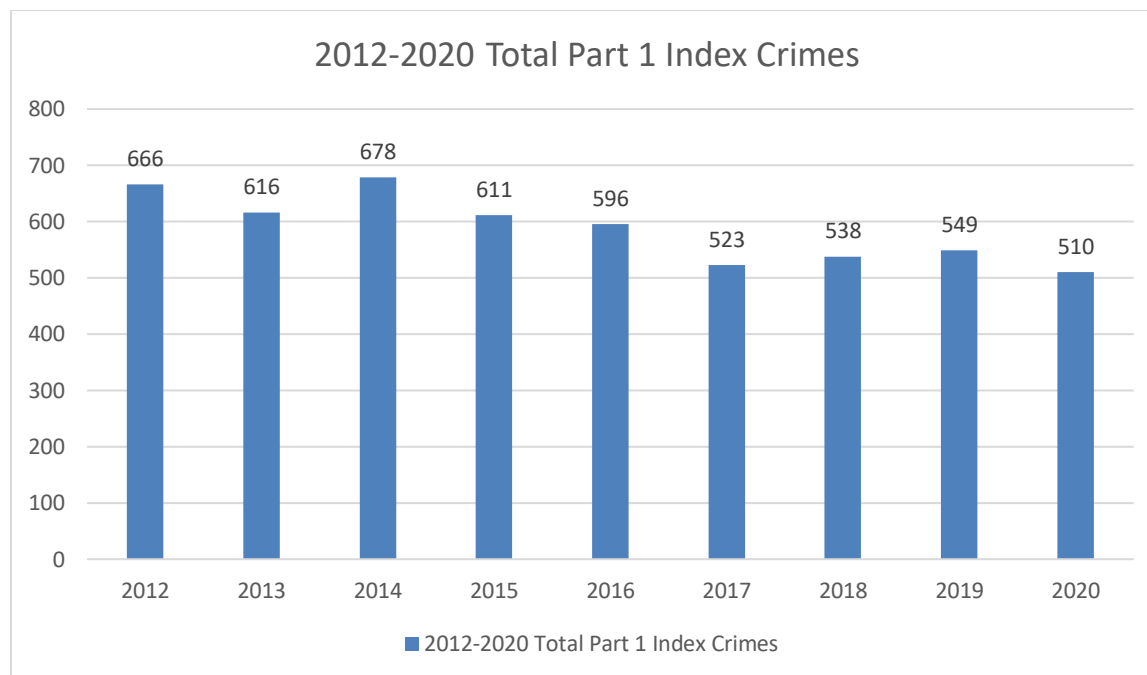


	Legal Spouse (Female Victim)	Legal Spouse (Male Victim)	Child by Parent	Parent by Child	Other Family	Intimate Partner (Female Victim)	Intimate Partner (Male Victim)
Aggravated Assault	1	0	1	2	0	3	2
Simple Assault	11	5	7	10	11	59	32
Sex Offense	0	0	0	0	2	0	1
Other Violent Offenses*	0	0	12	0	0	9	1
Violation of Protective Order	3	1	1	0	0	6	1



Part 1 Index Crime Trends:

Homicide, Rape Robbery, Assault, Burglary, Arson, Larceny, Motor Vehicle Theft



USE OF FORCE & DE-ESCALATION

The Use of Force policy is undoubtedly one of the most important policies for our police department, not only to the officers but to citizens as well. Police use of force has become a national topic and we are seeing an increased interest by the public in circumstances surrounding police uses of force. Our Use of Force Policy clearly defines the use of force, when force can and should be used, and the appropriate action that needs to be taken following an officer's use of force. De-escalation is always preferred if the situation allows, this is addressed through training and written in policy.

A use of force can be physical or it can involve the use of lethal (firearm, patrol rifle) and less-than-lethal weapons (batons, tasers, OC spray). Every officer must complete and pass a defensive tactics course and final hands-on scenario based exam in the police academy. In our department, our officers receive training annually in various courses including defensive tactics. Most, if not all of our training consists of discussions regarding relevant case law and court decisions on use of force, policy review, real scenario reviews and discussions, hands-on defensive tactic drills, and scenario based training.

The force an officer is justified to use in any situation is guided in large part by Article 35 of the New York State Penal Law. Under our policy, officers are expected to use force in

a manner that is objectively reasonable. An officer acting in a manner that is objectively reasonable in a use of force situation means that given the circumstances known or perceived at that given moment, the officer acted in a manner in which any reasonable officer on scene at the time may have acted:

“The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force that reasonably appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain and rapidly evolving. Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident...”

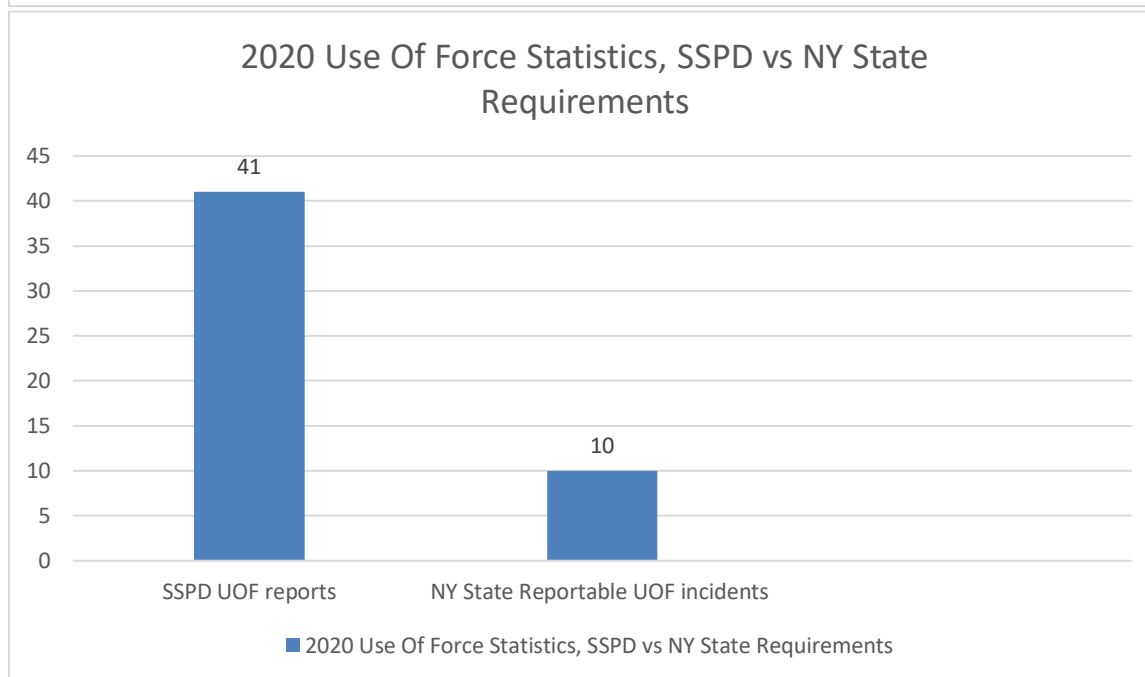
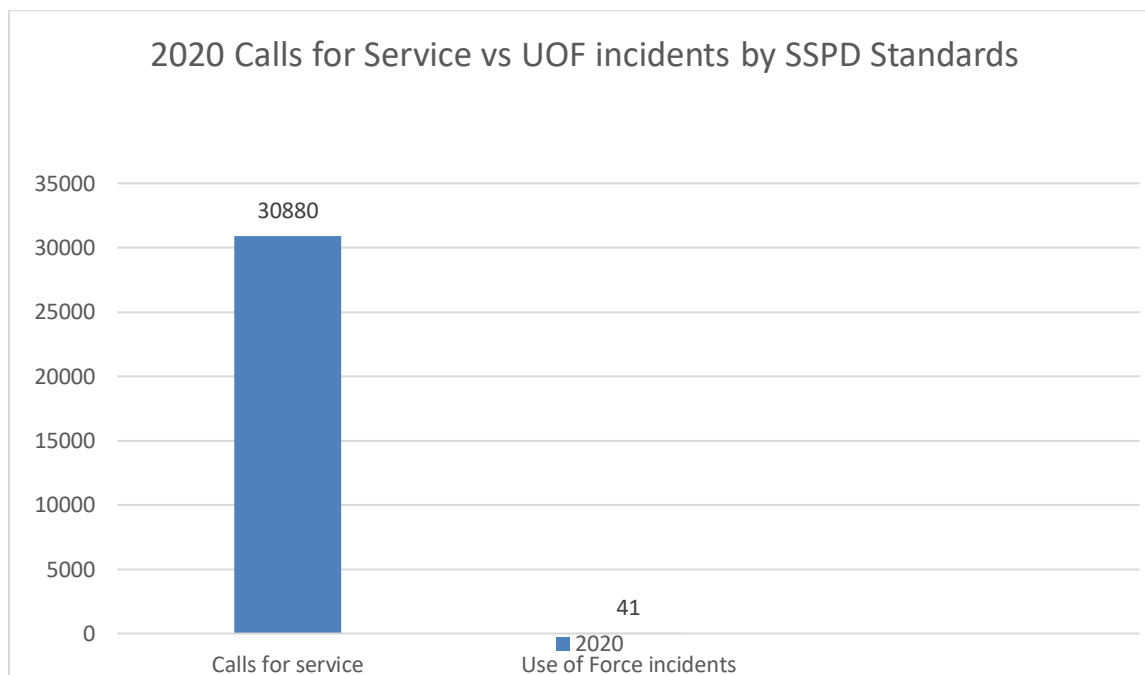
When officers are involved in a use of force, our policy dictates that a supervisor not involved in the incident immediately be notified and requested to the scene. The supervisor, typically a patrol sergeant, begins to investigate the use of force incident. The Use of Force investigation is then forwarded to the sergeant's immediate supervisor and a defensive tactics instructor to determine if the officer acted appropriately, if any re-training, correction or discipline is necessary, and to identify and address any issues of excessive force if they exist. The investigation is then forwarded to the Chief's Office for final review and retention.

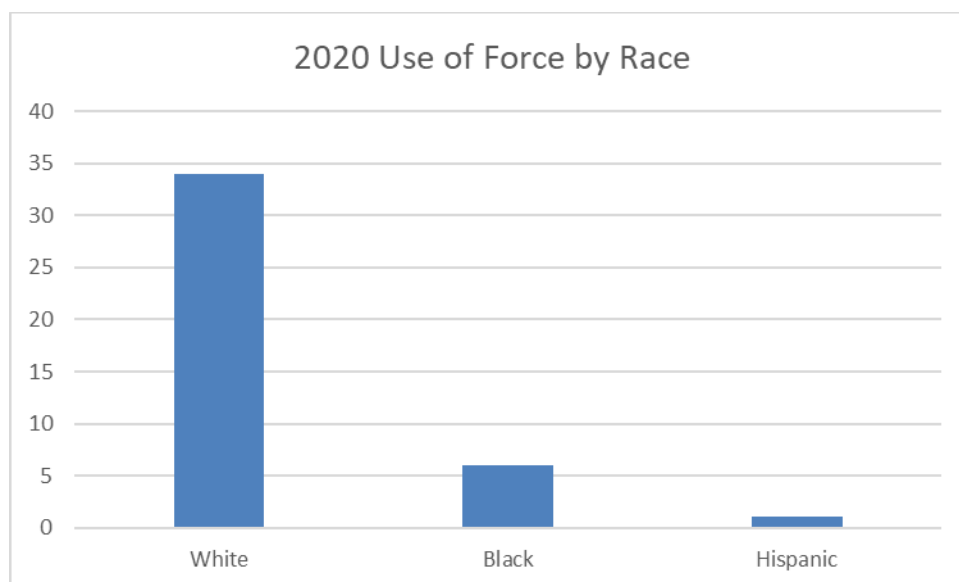
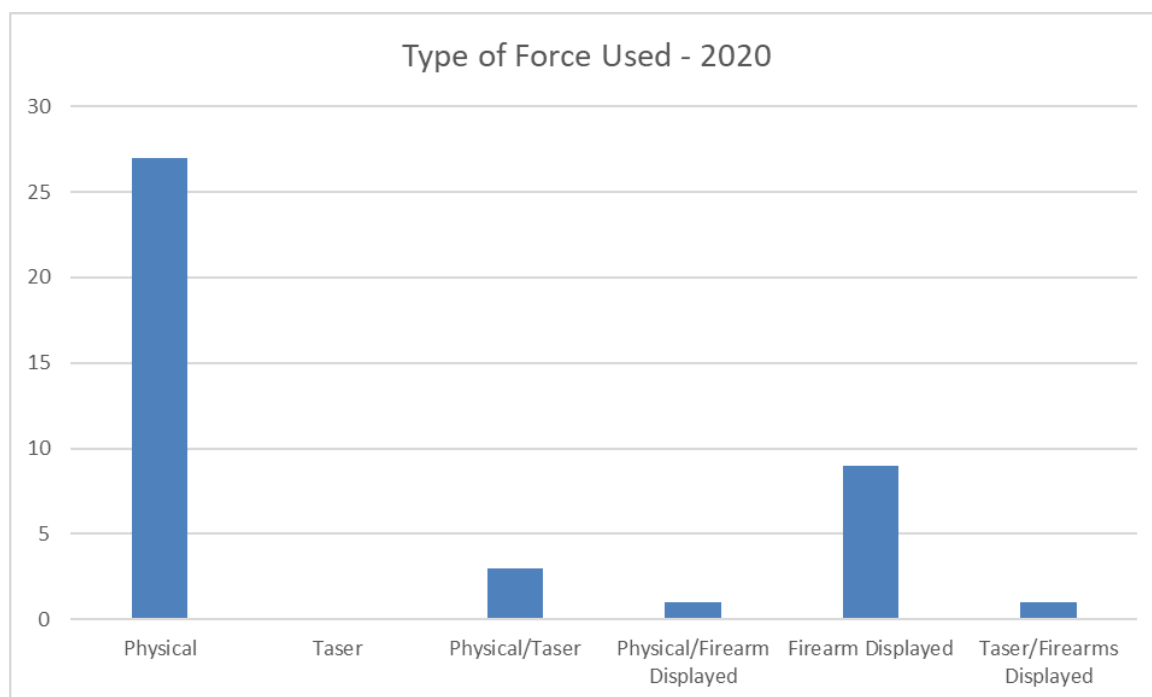
It is important to note that in 2014 our agency made a large budgetary purchase of Body Worn Cameras after completing a two year trial program (Appendix B). We are the only agency in Saratoga County to use body worn cameras. We have outfitted every patrol officer and sergeant with this technology. The camera systems and storage has cost taxpayers approximately \$400,000 since its implementation. **We believe that body worn cameras are crucial to aiding in the documentation of the totality of circumstances during incidents and have been paramount in properly conducting criminal and internal investigations in addition to reviewing use of force incidents.** Review of body camera footage by supervisors, defensive tactics instructors, and command staff of all officers on scene during a use of force is common and in accordance with our Use of Force policy.

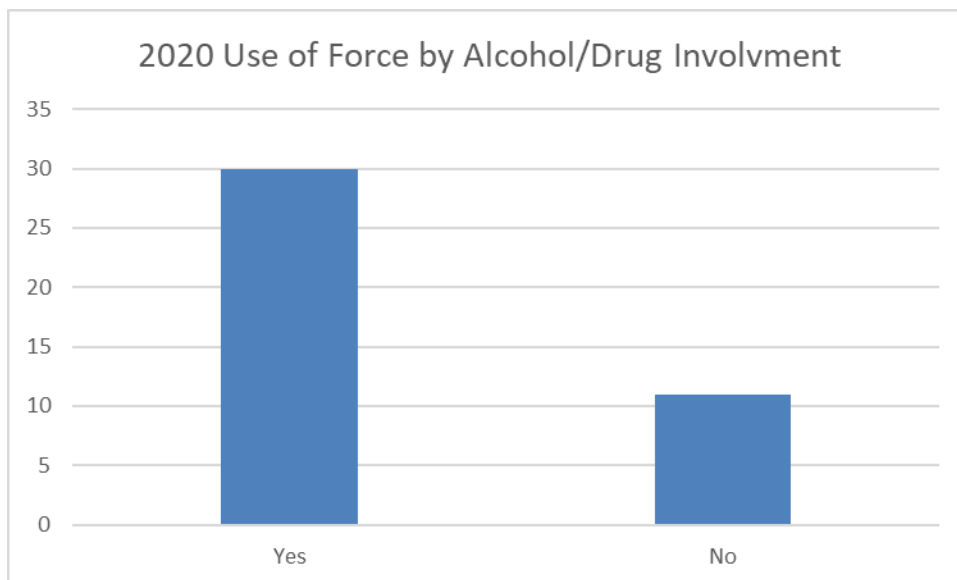
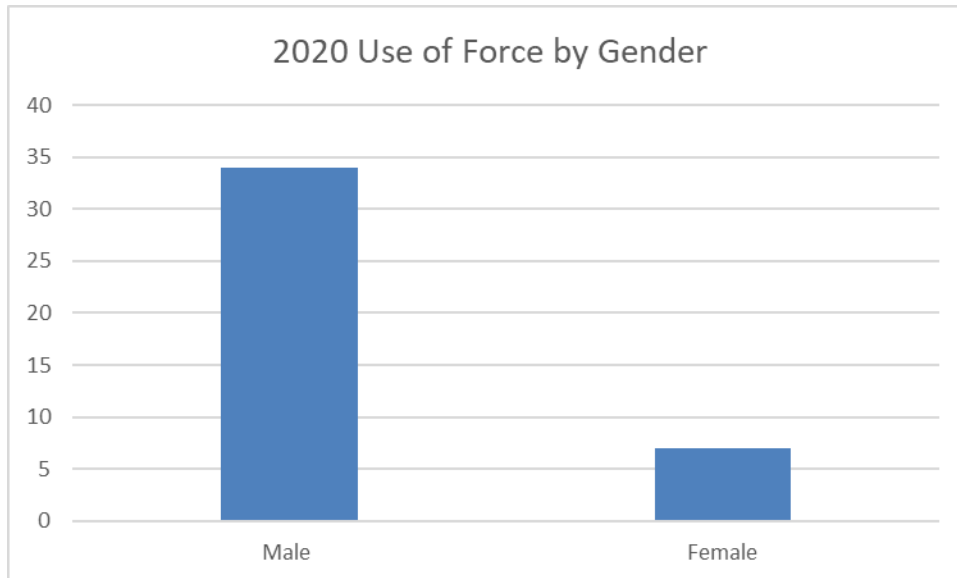
The Saratoga Springs Police Department has a higher expectation of reporting uses of force than the state requires. NYS Executive Law 837-t defines the circumstances requiring a report of a use of force by a department to the state. The minimum standards set forth by the state are the starting point for how we document our uses of force.

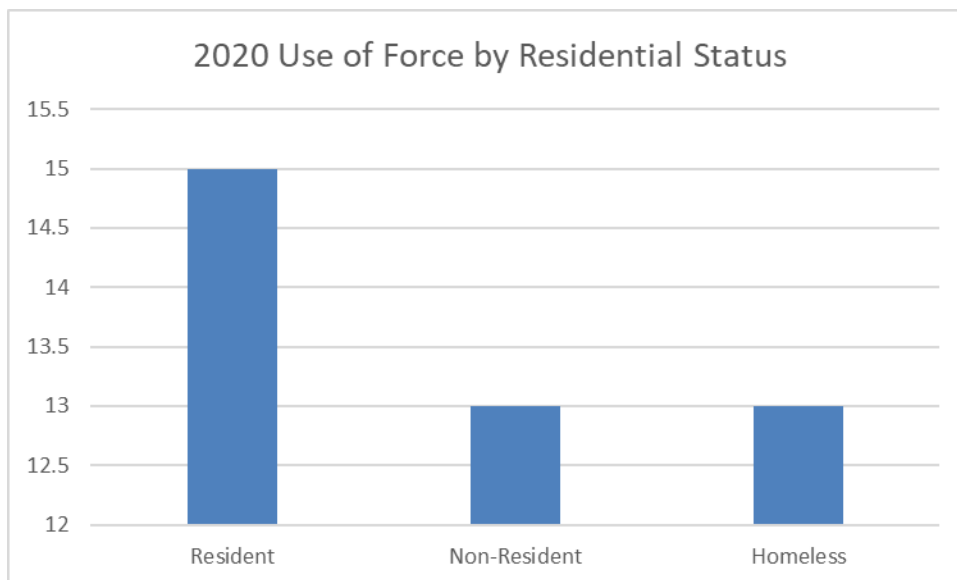
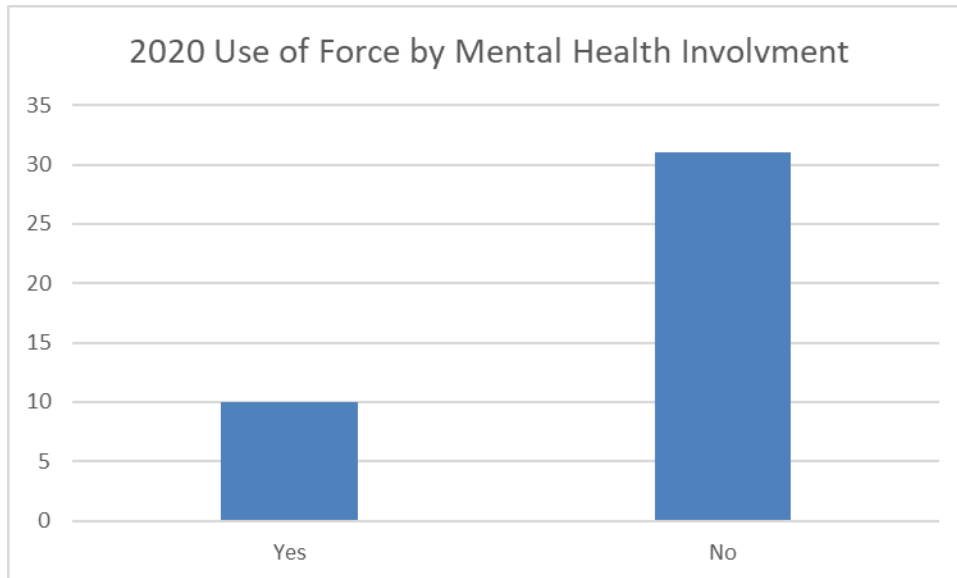
The use of force on a subject does not always equate to criminal charges. Our officers handle a multitude of calls for service that would necessitate a use of force, but not an arrest. These calls can range from combative mental health patients to persons in need of medical attention. **Of the 30880 calls for service handled by members of the SSPD 41 resulted in a use of Force by SSPD standards or .13% of the total calls for service. Of the 41 Use of Force reports documented by the SSPD 10 meet the requirements for reporting by New York State or .03% of the total calls for service.** The remaining 31 incidents are documented and investigated by the SSPD as a proactive measure to ensure that the officers involved are acting in accordance with the department's standard.

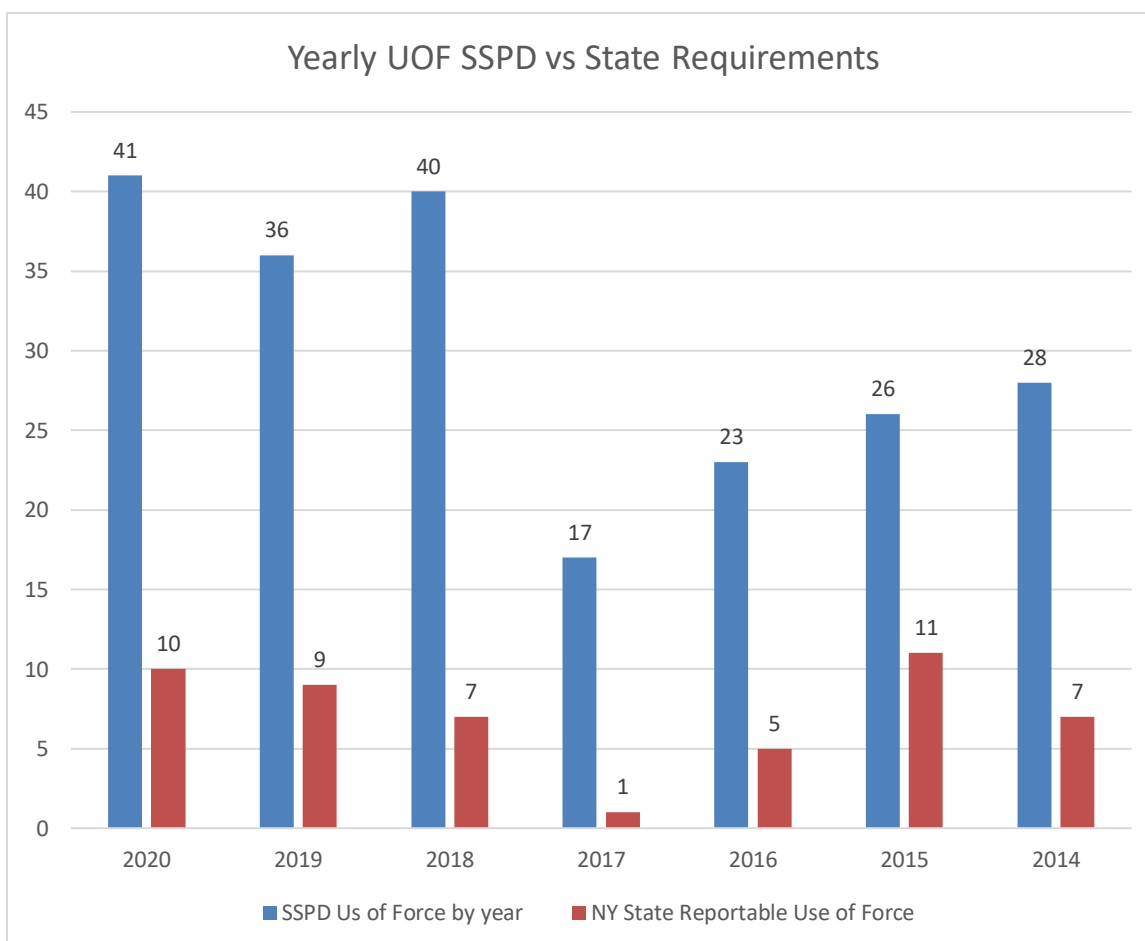
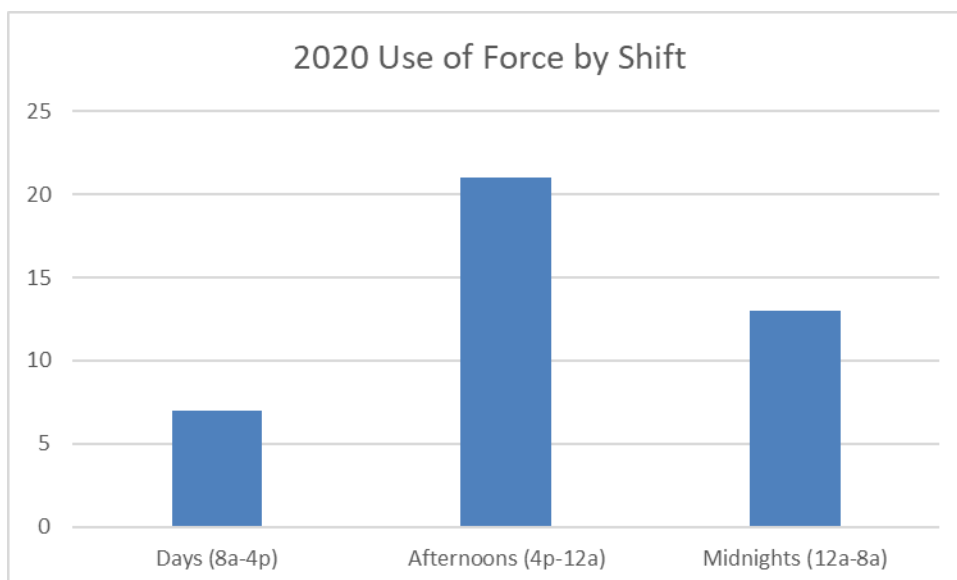
2020 Use of Force (UOF) incidents:



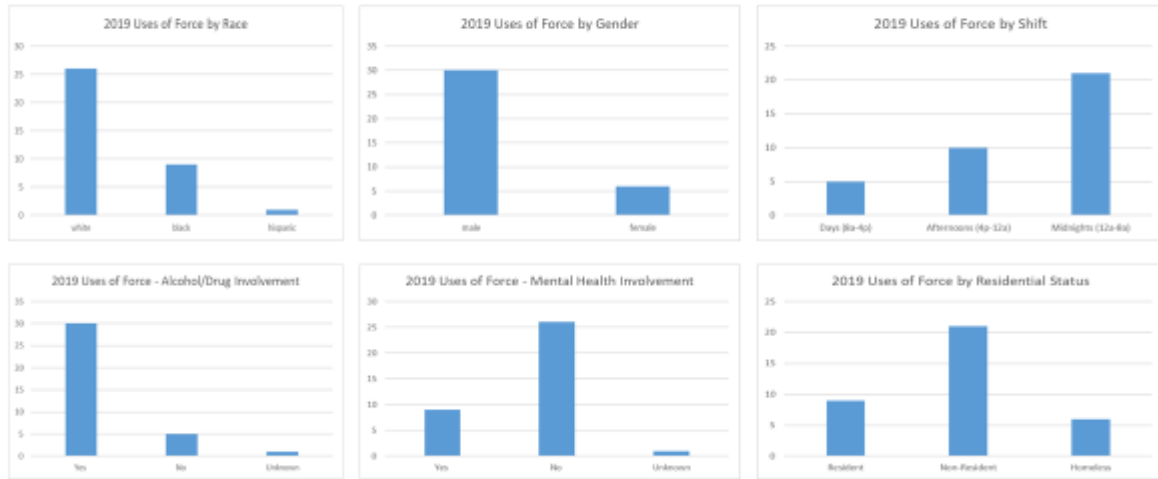




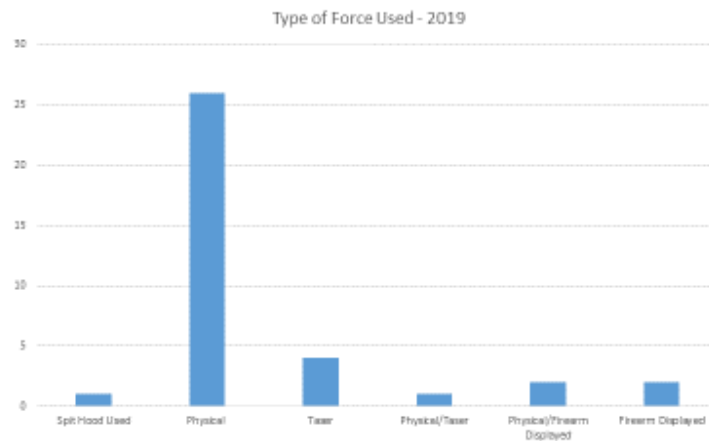




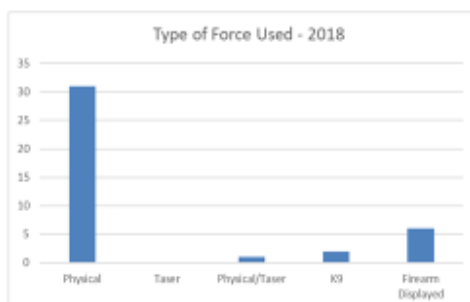
Use of Force Statistics - 2019



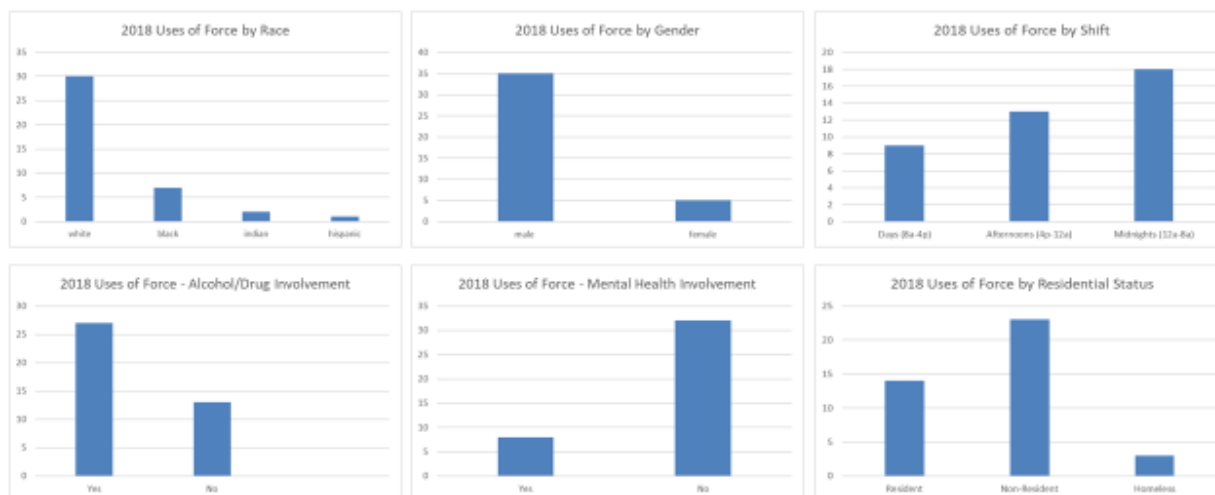
Use of Force Statistics - 2019



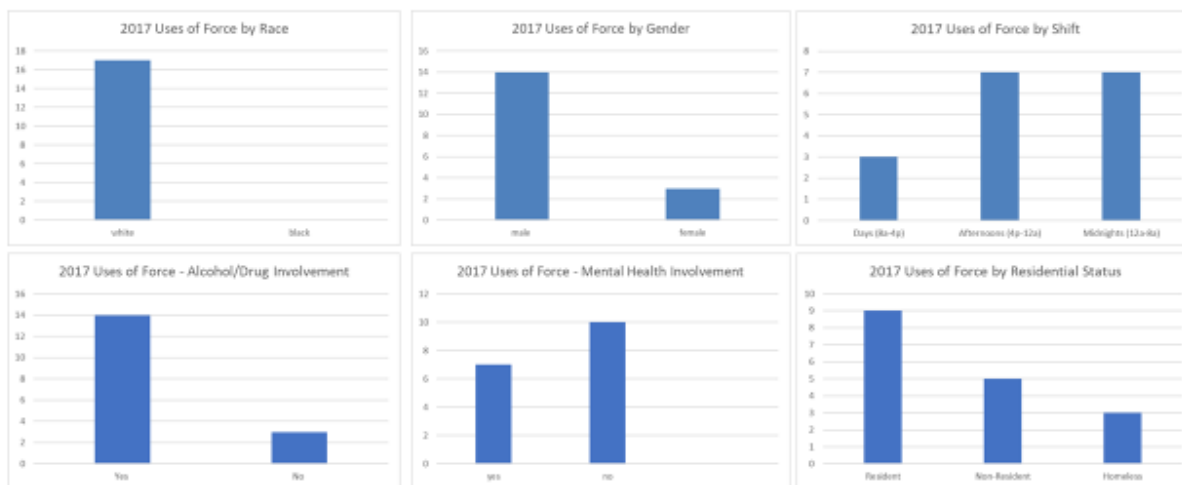
Use of Force Statistics - 2018



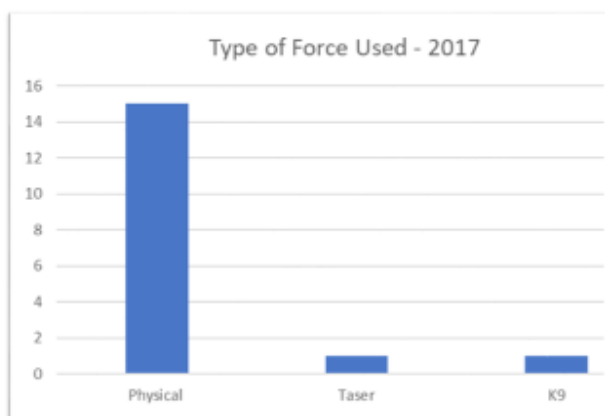
Use of Force Statistics - 2018



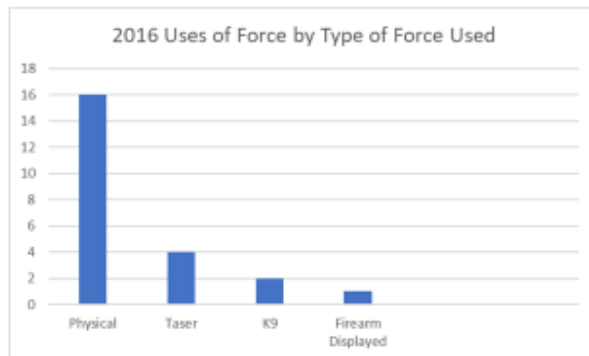
Use of Force Statistics - 2017



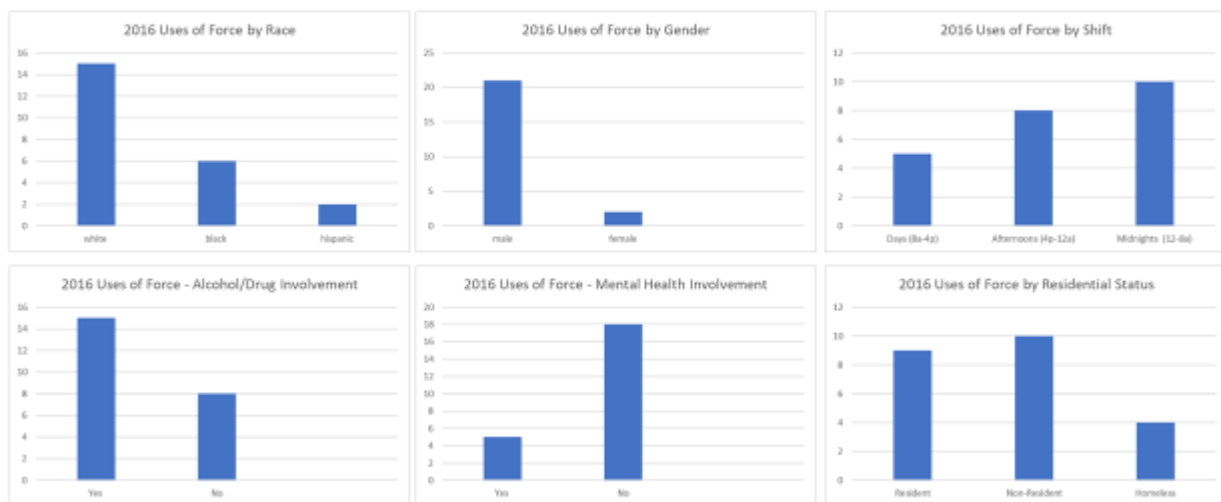
Use of Force Statistics - 2017



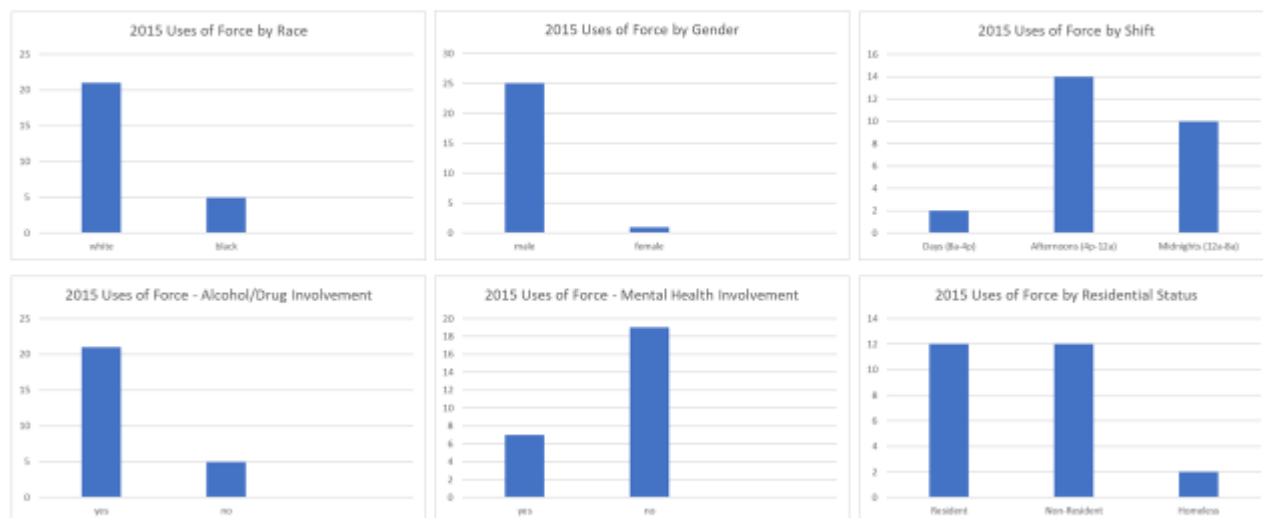
Use of Force Statistics - 2016



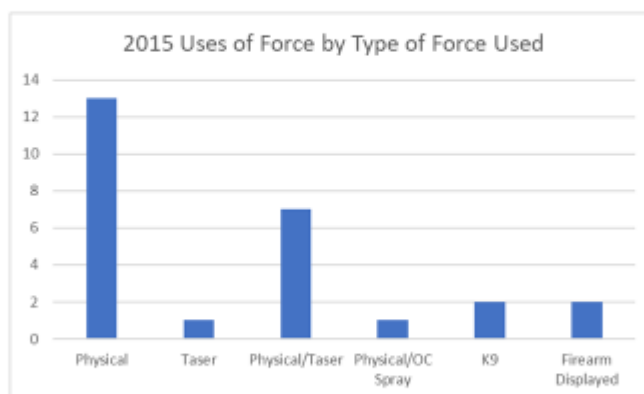
Use of Force Statistics - 2016



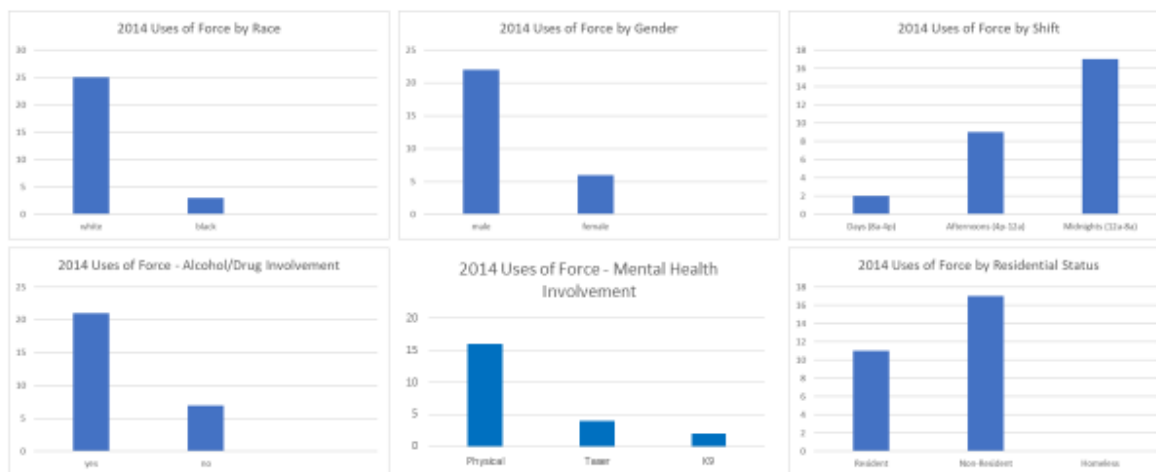
Use of Force Statistics - 2015



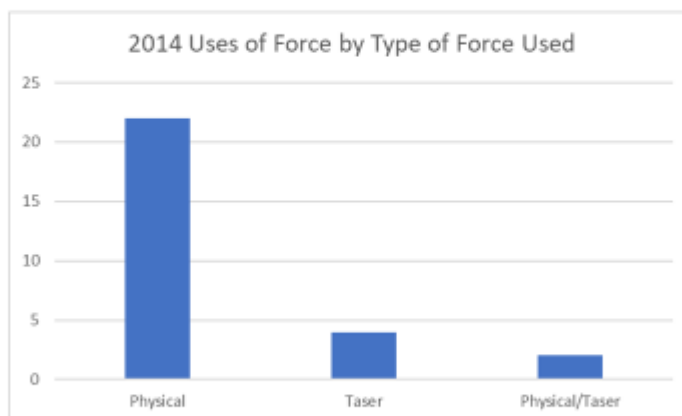
Use of Force Statistics - 2015



Use of Force Statistics - 2014



Use of Force Statistics - 2014



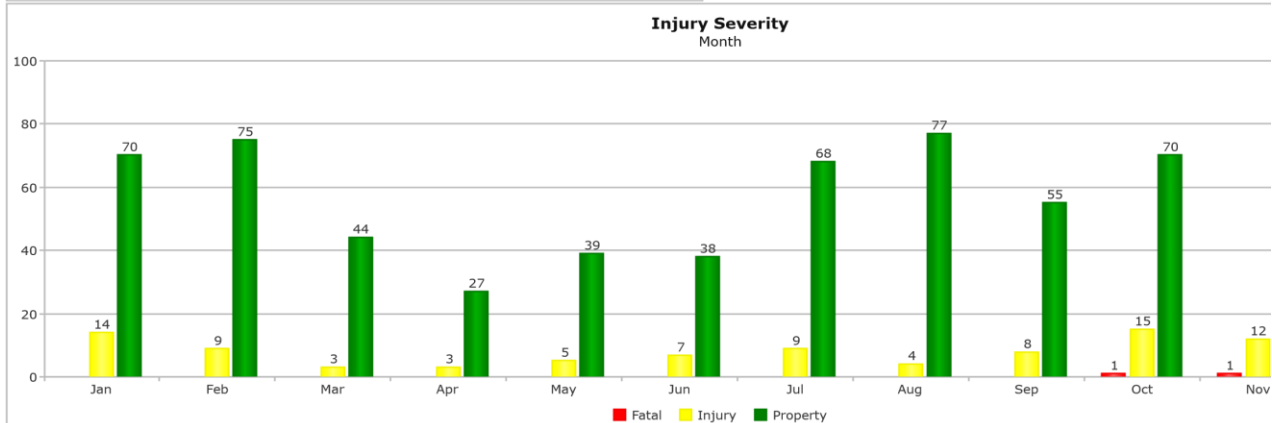
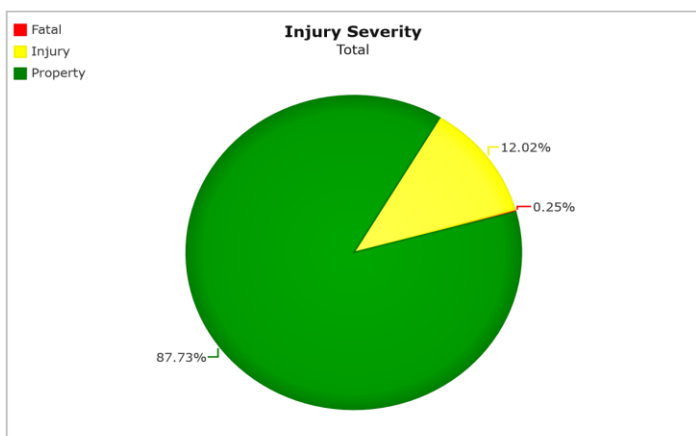
ADMINISTRATIVE SERVICES DIVISION

Lieutenant Laura Emanatian is assigned to oversee the Administrative Services Division, with 2 sergeants (1 Admin, 1 Traffic) and 1 officer. The Traffic Sergeant focuses primarily on handling any traffic related issues, complaints, or investigations along with the deployment of all civilian seasonal employees, which consist of school crossing guards and racetrack traffic control officers. The Traffic Sergeant is also responsible for all Special Events that require traffic detours and road closures. The Administrative Sergeant and the patrol officer oversee and manage officers in the academy, coordinate departmental trainings, and run the Field Training Program. All civilian employees are supervised by the Administrative Services Division. They consist of a records management clerk, a senior clerk, 2 parking enforcement officers, 1 animal control officer, and 11 Communication officers. The communications center is staffed with a minimum of two dispatchers assigned per shift 24 hours per day

The Animal Control Officer, as mandated by the City Charter, responds to calls for service directly related to domestic animals. The Animal Control Officer is also responsible for Parking Enforcement duties. In 2020, the Animal Control Officer transported 35 animals to shelters, and assisted the Saratoga County Health Department with eight bite cases.

The duties of the Traffic Unit include responding to serious injury and fatal motor vehicle accidents, traffic complaints received from members of the public, commercial motor vehicle enforcement, maintenance of the License Plate Readers (LPR), management of the school and seasonal crossing guards and the application for and management of traffic related grants.

Saratoga Springs Police responded to 814 traffic collisions in 2020. There were two fatalities related to motor vehicle collisions.



Alcohol Related Crashes*

23

Fatal: 0
Injury: 6
Property: 17

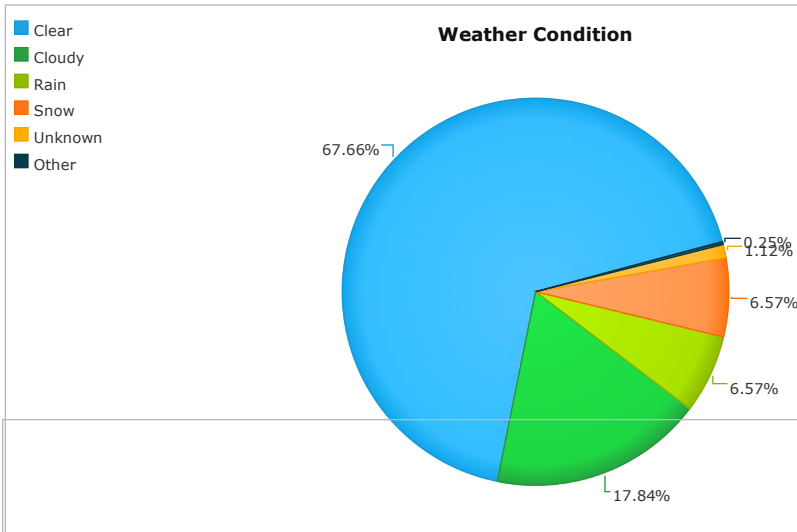
% Alcohol Related Crashes*

2.85%

Fatal: 0.00%
Injury: 26.09%
Property: 73.91%

* BAC >= .08, Test refused, or Operator under Influence

* Results exclude any crash reports requiring manual indexing



Commercial Crashes* 3

Fatal: 0
Injury: 0
Property: 3

% Commercial Crashes*

0.37%

Fatal: 0.00%
Injury: 0.00%
Property: 100.00%

* Results exclude any crash reports requiring manual indexing

Day/Night



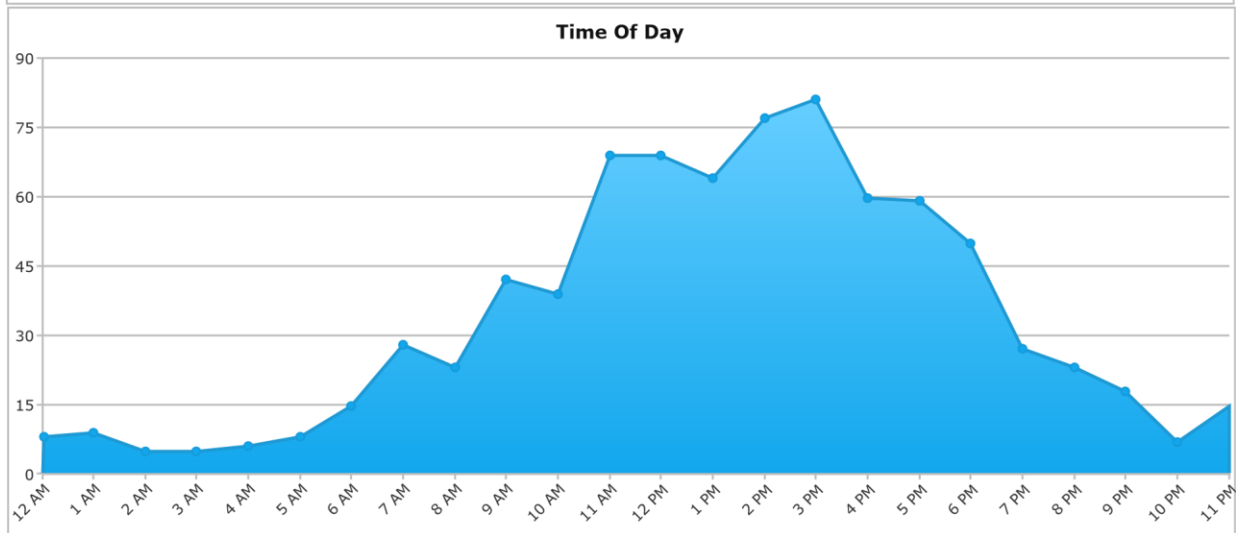
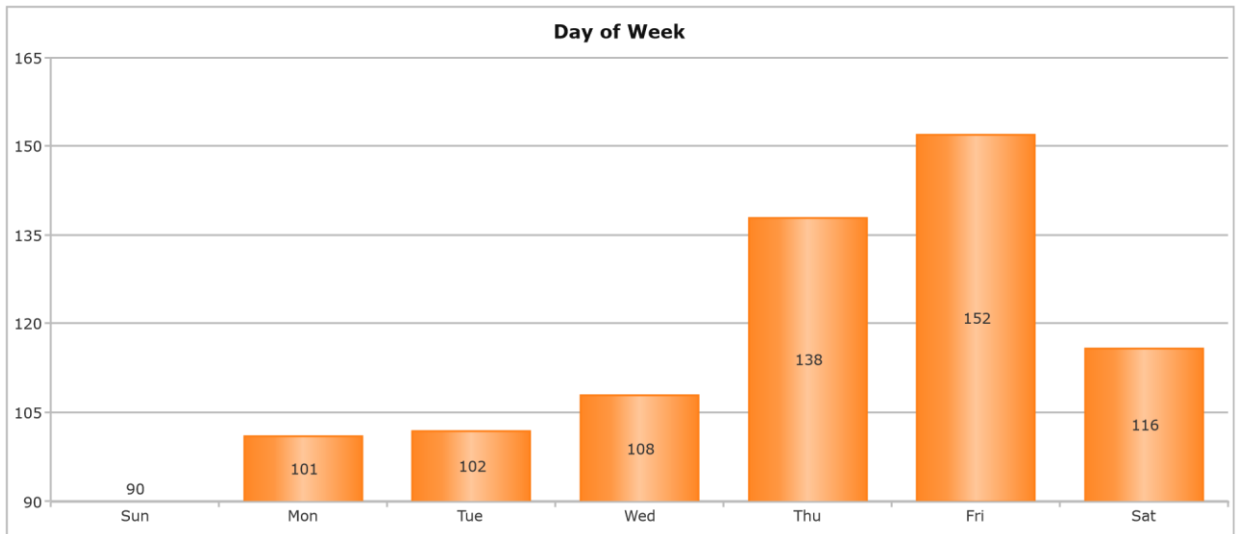
628 (77.82%)



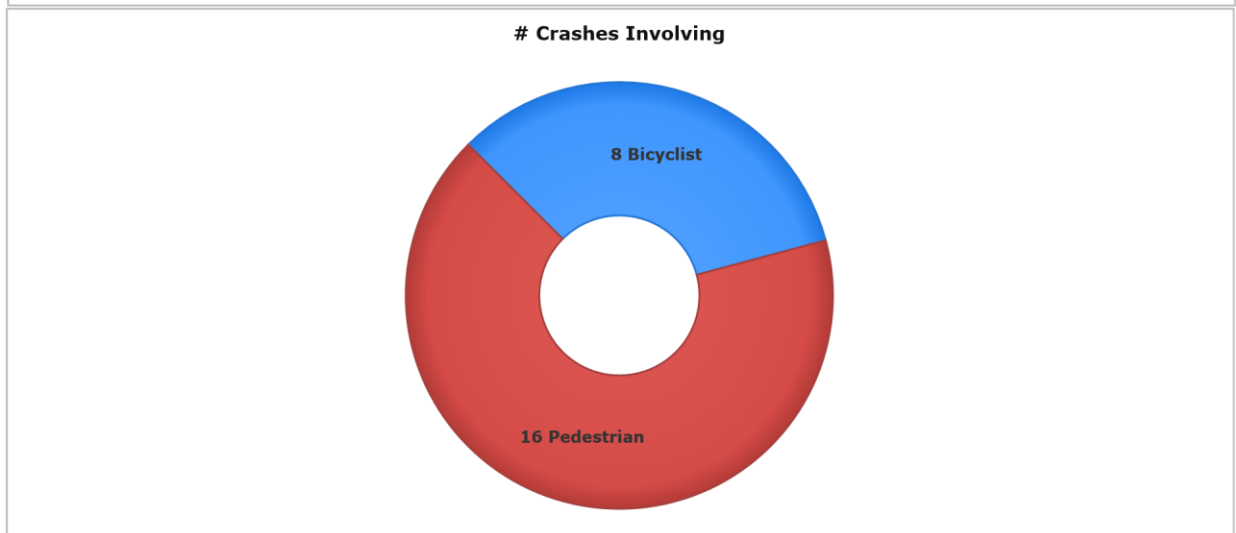
174 (21.56%)

Not indexed: 5 (0.62%)

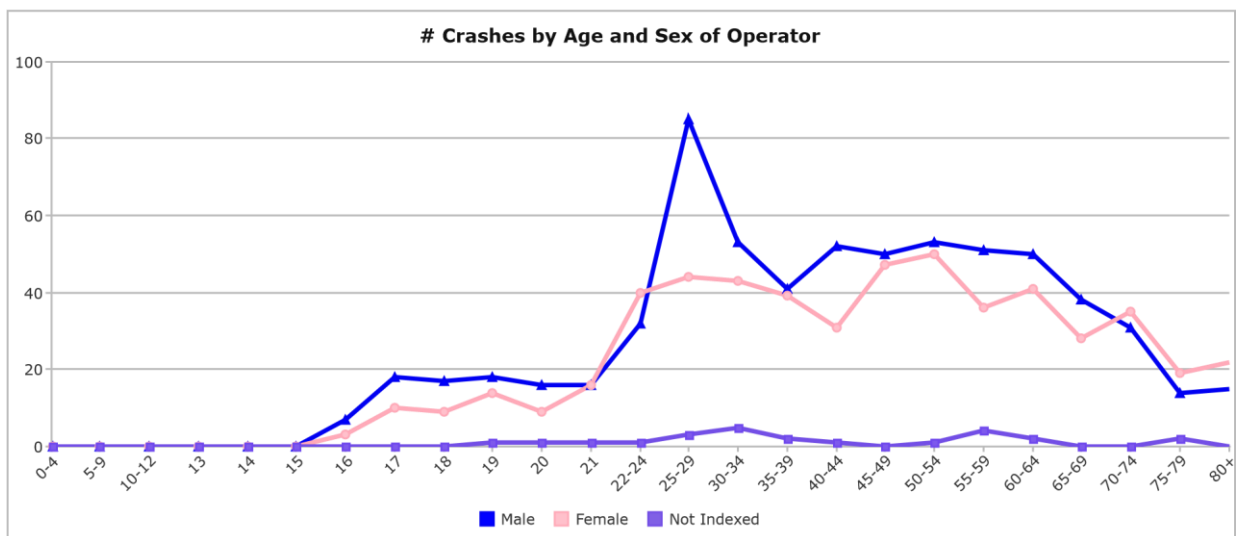
* Results exclude any crash reports requiring manual indexing



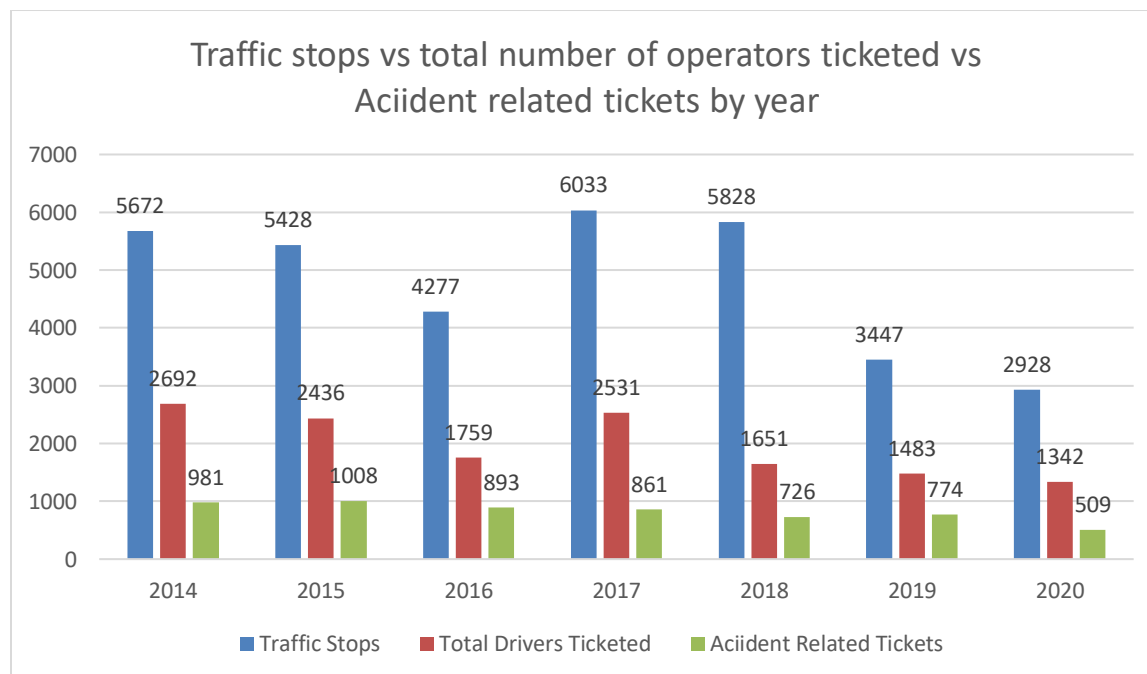
* Results exclude any crash reports requiring manual indexing



* Results exclude any crash reports requiring manual indexing



Officers conducted 2928 traffic stops in 2020. **The number of operators ticketed in the chart below includes all tickets issued including those issued as the result of an accident investigation.**





A total of 2073 Uniform Traffic Tickets were issued including **133 for Driving While Intoxicated.**

Parking enforcement officers issued 7,236 parking tickets in 2020.

PROCEDURAL JUSTICE & BIAS

Procedural Justice and principled policing is reflective in the work done by the Saratoga Springs Police Department. Procedural Justice is the idea that law enforcement entities gain legitimacy by resorting to some of our most basic principles. This form of justice embodies the idea that law enforcement does their best to treat community members fairly and with proper respect. By doing so, we earn the support of the community and increase their belief that we are and should be entitled to uphold the law in our community. Procedural Justice adopts four main principles: voice, neutrality, respectful treatment, and trustworthiness..

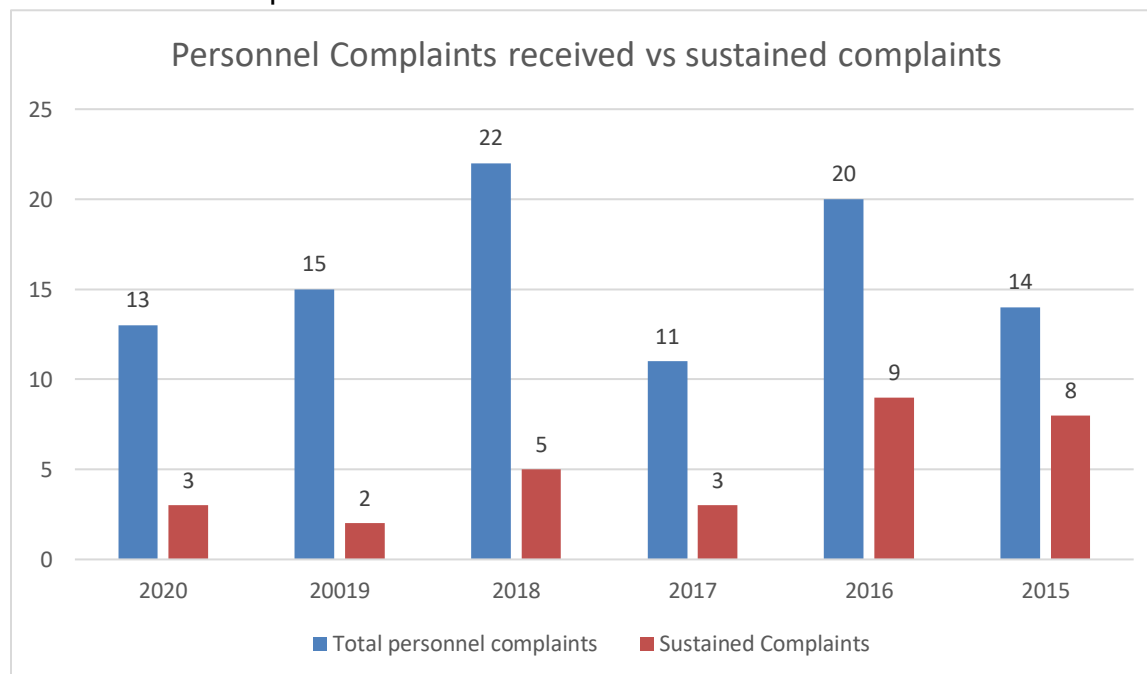
At the Saratoga Springs Police Department, one of the most significant tools that we use to ensure that community members are receiving fair, unbiased treatment is the use of our body worn cameras. Each officer is required to use their camera for every citizen contact in accordance with our policy. Body Worn Camera video is stored online for three years. **There are currently over 95,000 body camera videos stored online and associated with SSPD calls for service.** The SSPD patrol cars are also equipped with

dash cameras to ensure proper treatment of community members occurs. Furthermore, there are cameras located in areas of the department that capture and monitor activity where persons in custody are held. These cameras ensure that fair treatment continues for persons while in our custody.

Recently, our department members completed trainings in Implicit Bias, Procedural Justice, and Cultural Awareness. Procedural Justice is taught to officers in the police academy as well.

The SSPD places a high priority on Reality Based Trainings. Many of our reality based training scenarios focus on ensuring that when officers respond to potentially violent or dangerous calls, they are making decisions based on the circumstances as a whole, rather than simply who may be involved. By training officers to act based on facts and behaviors we help to reduce their potential focus on biased based perceptions.

The SSPD also has specific policies and procedures in place to ensure that we accept all personnel complaints and investigate them appropriately. We take complaints from the community to heart and make sure they are heard if they feel that they've received insufficient or unacceptable service from our department members. When we receive a personnel complaint, a supervisor is assigned to complete the investigation. The investigating supervisor then notifies their chain of command about the personnel complaint and continues the investigation. This can involve reviewing camera footage, interviewing involved officers, and interviewing complainant's and witnesses. The investigating supervisor also documents and collects any physical evidence that may exist. In 2020, we received and investigated 12 personnel complaints from community members. This equates to .03% of our calls for service.



Drug Take Back Program

A prescription drug drop off box is installed at the entrance to the police department. Anyone may drop off unused or unwanted prescription drugs 24 hours per day, 7 days per week. The police department also assisted with the DEA sponsored drug take back days in April and October. In 2020 the **SSPD collected over 200 pounds of prescription drugs through this resource.**

Mounted Unit

The SSPD Mounted Unit consists of two horses, King Tut and Apollo, and five officers trained in mounted patrol. The mounted unit is utilized for special events, crowd control, and for routine patrols throughout the year. 2020 allowed us to utilize the mounted unit to check on those isolating in their homes when the pandemic hit and also provided a way to inform the public on the importance of following safety recommendations such as wearing a mask when not able to socially distance.



K-9 Unit

The police department has three police canine teams. Officers Thomas Sartin and William Arpei, along with their canines Riki and Nero are trained in patrol, tracking and narcotics detection. Officer Kiel Van Wagner and his partner MO are trained in explosives detection. Mo is regularly deployed at special events and large scale gatherings in the City including the Thanksgiving Day Turkey Trot, Victorian Street Walk and First Night as well as the Saratoga Race Course during the racing meet.

Child Safety Seat Program

The police department has trained five officers as Child Passenger Safety Seat technicians that participate in child safety seat details with other area law enforcement agencies.

Homelessness

Like cities everywhere, Saratoga Springs is not immune to issues surrounding homelessness. SSPD collaborated with outside organizations and community stakeholders to address the underlying cause of homelessness. SSPD formed an Assertive Outreach Team in collaboration with Shelters of Saratoga, Transitional Services, The Salvation Army, Addictions Care Center of Albany, Adirondack Health Institute, Healing Springs, and the Saratoga Community Health Clinic. Service providers from these organizations team up and approach members of the homeless community in order to bring them necessary services such as overall case management, human needs (food, clothing, and shelter), medical care, mental health services, and substance abuse & addiction services. Each patrol car is also equipped with an outside agency contact sheet for the officers to utilize to contact agencies that provide Addiction, Recovery, Peer support, Case management, Basic Needs and Shelter/housing services.

Special Events

As a tourist destination, Saratoga Springs hosts many special events during the course of the year. In a normal year, the police department identified 38 special events requiring additional police officers above the number of officers required for routine patrol duties. Because of the Covid-19 pandemic, the majority of special events for 2020 were canceled.

Civilian Staff

The Records Management Clerk is responsible for processing all requests for information, including Freedom of Information Law (FOIL) requests, fingerprinting civilians for licensing, military and employment purposes, as well as maintaining all

records and the electronic fingerprinting submission system. The department amended a part time Senior Clerk position in response to the changes in discovery laws and made this position full time with a primary responsibility of meeting the video discovery demands. The clerks also assist police administration with social media, preparation of media releases, data collection and other various administrative tasks.

Holding Cells

The Saratoga Springs Police Department maintains holding cells for arrested persons who are in custody awaiting arraignment by a local judge. In 2020 there were six (6) jail cells available for male detainees and one cell, separate from the male cells, designated for female detainees. Annual audits and associated reports are sent to the New York State Department of Corrections. In 2020 the department housed 232 male and 52 female prisoners.

School District Integration

Police Officer Glenn Barrett is the department's full time School Resource Officer (SRO). Officer Barrett is assigned full time during the school year to the Saratoga Springs High School with 60% of his salary reimbursed by the school district. Officer Barrett's presence on a daily basis at the high school has been found to be beneficial to both the school district and the police department. Officer Barrett is backed up additional SRO trained Officers, Davis, Evertsen and Moore, Prior to Covid, patrol officers would visit all of the elementary schools in, private schools and BOCES on a regular basis to interact with teachers and students.





DEPARTMENT OF PUBLIC SAFETY

ANNUAL REPORT

2020

The population of the City of Saratoga Springs, New York is just over 28,000 but soars to over 75,000 in the summer months. In addition to the downtown business district, there are over 12,000 private homes and businesses that stretch over 29 square miles. The Department of Public Safety is responsible for the protection of city residents and their property from crime, fire, hazard, disorder and natural disaster.

In order to provide for the safety of the citizens of Saratoga Springs, the Department is comprised of a full-time Administrative Office Staff, a Police Department, Fire Department, Code Enforcement Division, Central Dispatch, Traffic Maintenance, Animal Control Officers and a Health Officer. There are approximately 161 full-time and 11 part-time employees. The part-time employees work as school crossing guards, vehicle traffic controllers, part time cleaners, part time clerk and summer laborers at the traffic garage. Due to COVID-19 and also the Saratoga Springs Race Track not opening up to spectators, our part time employee number was reduced for 2020.

The following sections detail the functions of the Department. These functions are quite diverse, from emergency response by the Police and Fire Departments, to apartment inspections and code compliance, to signing and striping City streets for traffic safety, and most importantly, to responding to City residents' requests or concerns.

ADMINISTRATION OFFICE STAFF

In addition to the Commissioner, in 2020 the office maintained a total of 5 positions in the Administration Office. The Deputy Commissioner is responsible for planning and coordinating the day-to-day operations of the department, preparation and maintenance of the budget, assistance in the negotiations of union contracts, and the formulation of personnel policy.

The Office Supervisor prepares and maintains weekly payrolls, time and attendance records, personnel injury reports, and personnel files on every department employee. In addition, she oversees 1 Senior Clerk, 1 Senior Account Clerk, the Code Administration Assistant/Accounts Payable, processes new employees, monitors department revenue and expenditures, assists in the preparation of the budget and reviews purchase requests and vouchers.

In 2020 the Department had 1 Senior Account Clerk, 1 Senior Clerk. The Senior Account clerk processes the mail, enters parking ticket data, parking ticket payments for the department and helps with the Department's Traffic Watch program. The Senior Clerk is the back up for the Senior Account Clerk, along with purchasing and contracts for the entire department, for the budget in relation to contractual obligations and for maintaining records on vendors, purchase orders and public safety vehicles.

The Code Administration Assistant/Accounts Payable clerk is responsible for assisting the Code Administrative Department by coordinating and organizing the results of the inspections, complaints, code violations, court cases and a wide variety of issues assigned to Code Enforcement. Along with Code Enforcement and the Fire Department, the Code Administration Assistant/Accounts Payable clerk utilizes the Emergency Reporting System as well as works closely with the Fire Inspectors.

All employees greet the members of the public when they have questions or concerns.

FIRE SENIOR CLERK

In 2014 a senior clerk was hired to help the Police Chief's in their day to day operations. The senior clerk is also assigned to the Fire Prevention office and works with the Fire Inspectors in coordinating inspections. The senior clerk divides his time between the Police Administrative Office and the Fire Prevention Office. In 2020, the senior clerk went fulltime to the Police Department and a part time employee was hired to help the Fire Prevention office, unfortunately due to COVID-19 the part time employee was laid off.

ANIMAL CONTROL OFFICER / PARKING ENFORCEMENT OFFICER

The City of Saratoga Springs employs two full-time Animal Control/Parking Enforcement Officers and 1 full time Parking Enforcement Officer (PEO). The duties of the Animal Control/Parking Enforcement Officer allow the officer to monitor parking and cite violators as they patrol for animals. The PEO strictly enforces the parking regulations of the City. As a result the Animal Control/Parking Enforcement Officer and PEO position generated approximately 7,236 parking tickets for over \$258,000 in revenue for the city in 2020. Due to COVID-19 these numbers are dramatically low as compared to previous years.

The Animal Control Officers are certified by the State Of New York to respond to any issues that pertain to the laws that govern living animals. In 2020, the officers handled over 100 calls, transported 35 animals to shelters and assisted the Saratoga County Health Department with 8 bite cases.

The complaints included dog bites, loose running animals, aggressive animals, neglected animals, barking dogs, and lost and found dogs and cats. The officer works closely with the County Health Department in circumstances of possible rabies exposure by ensuring quarantine, when necessary and other follow-up investigations.

HEALTH OFFICER

By the City Charter, the Commissioner of Public Safety shall appoint a Health Officer. In 2020, The Commissioner appointed Dr. Timothy Brooks as the Health Officer.

He is responsible for performing duties as may be required by the provisions of the laws of the State of New York and ordinances of the City. In 2020, these duties included consulting with the Code Enforcement Officers on unsanitary living conditions and providing medical opinions on Police and Fire candidates, as requested. The cost for his consulting services in 2020 was \$10,000.

2020 Overall

Despite everything thrown at the City in 2020 due to COVID-19, the employees of the Public Safety Department stayed strong and kept essential services going. We learned how to Zoom, work in a different environment and remained professional at all times.