CITY OF SARATOGA SPRINGS

City Council Meeting



July 20, 2021

CITY HALL - COUNCIL ROOM
Public Access to City Hall via the Ramp
Door - Door opens at 6:30 p.m.

06:55 PM P.H. - Capital Budget Amendment for City Security Measures for Streetscape and City Buildings



7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

EXECUTIVE SESSION:

CONSENT AGENDA

- 1. Approval of 7/6/2021 City Council Meeting Minutes
- 2. Approval of 7/6/2021 Pre-Agenda Meeting Minutes
- 3. Approve Budget Transfers Regular
- 4. Approve Budget Amendments Regular (Increases)
- 5. Approve Payroll 07/09/21 \$587,446.90
- 6. Approve Payroll 07/16/21 \$672,385.85
- 7. Approve Mid-Warrant 2021, 21MWJUL1 \$763,340.13
- 8. Approve Warrant 2021, 21JUL2 \$326,402.31

MAYOR'S DEPARTMENT

- 1. Set Public Hearing: Amend Capital Program and Budget for the Recreation Skate Park Project utilizing Subdivision Recreation Fees
- 2. Discussion and Vote: Approval to Pay Kenneth Henderson \$1,347.00
- 3. Appointment: Board of Plumbing Examiners
- 4. Discussion and Vote: MOA between City of Saratoga Springs and Unions
- 5. Discussion and Vote: Mayor to Sign Letter of Support for 2021 Community Planning Technical Assistance Program Application
- 6. Discussion and Vote: Application to the 2021 Community Planning Technical Assistance Program

- 7. Discussion and Vote: No-Cost Contract for Wm Keller Construction for Geyser Road Trail
- 8. Discussion and Vote: Approve IFB for Sale of Vacant Property: Henry/Caroline Street
- 9. Discussion: Advisory Opinions from Design Review Commission and County Planning Board re: Unified Development Ordinance (UDO)
- 10. Discussion and Vote: Extension of Time Request-Advisory Opinion from City Planning Board re: Unified Development Ordinance (UDO)
- 11. Announcement: UDO Workshops in August
- 12. Announcement: Assistant Building Inspector Job Opening
- 13. Announcement: Community Development Department Awarded \$250,000 grant by New York State Homes & Community Renewal for Second Round of Small Business Grant Program

ACCOUNTS DEPARTMENT

- 1. Discussion and Vote: Capital Budget Amendment for City Security Measures for Streetscape and City Buildings
- 2. Announcement: Public Hearing in Town of Greenfield for Annexation of Property
- 3. Discussion: Stewart's Shops Maple Dell PUD Zoning Update

FINANCE DEPARTMENT

- 1. Update City Finances
- 2. Discussion and Vote: Bond Resolution: Capital Budget City Security Measures for Streetscape and City Facilities (Proj #1278)
- 3. Discussion and Vote: Capital Budget Amendment for City Security Measures for Streetscape and City Facilities (Proj #1278)
- 4. Discussion and Vote: Standard Workday Resolution
- 5. Discussion and Vote: Accept Grant Award from the Local Government Records Management Improvement Fund to Digitize the Case Files for the Design Review Commission, and Authorize the Mayor to sign all Documents in Relation to Accepting this Award
- 6. Discussion and Vote: Authorization for Mayor to Sign the Development Agreement Amendment #2 with SiFi Networks for the Fiber Optics Project
- 7. Discussion and Vote: Budget Transfers Payroll 1
- 8. Discussion and Vote: Budget Amendments Payroll 2
- 9. Discussion and Vote: Budget Amendments Benefits
- 10. Discussion and Vote: Budget Transfers Payroll

PUBLIC WORKS DEPARTMENT

- Discussion and Vote: Approval to Pay Invoice # 20218378 To Hydra Tech In The Amount Of \$29,441.50
- 2. Discussion and Vote: Accept Donation From MLK Saratoga For Memorial Bench In The Amount Of \$1,500.00
- 3. Discussion and Vote: Authorization for Council Approval to Amend DPW Part-Time Laborer Hourly Wage
- 4. Discussion: Sign Posting In Right of Way
- 5. Announcement: Phase I Street Tree Inventory Commences

PUBLIC SAFETY DEPARTMENT

- 1. Discussion and Vote: Accept donation for the SSPD Mounted Unit
- 2. Discussion and Vote: Authorization for Mayor to sign Major Contract with Saratoga County
- 3. Set Public Hearing: Amend Chapter 225-77 of the City Code, Schedule XII-Stop Intersections

4. Announcement: COVID-19 Memorial Committee

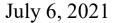
SUPERVISORS

- 1. Matthew Veitch
 - 1. National Association of Counties Report

 - Meeting with Senator Jordan July 16th
 Government Review and Efficiency Committee
 New County Positions hired
- 2. Tara Gaston
 - 1. COVID-19 Update

 - July Board of Supervisors Meeting
 National Association of Counties Annual Conference

ADJOURN





CITY OF SARATOGA SPRINGS City Council Meeting

7:00 PM

(via zoom)

6:55 PM - P.H. – Amend Chapters 180 & 217 – Fee by Resolution

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION

1. Update on Schematic Design for Fire Station 3

CONSENT AGENDA

- 1. Approval of 6/1/2021 City Council Meeting Minutes
- 2. Approval of 6/1/2021 City Council Meeting Transcript
- 3. Approval of 6/1/2021 Pre-Agenda Meeting Transcript
- 4. Approval of 6/15/21 City Council Meeting Minutes
- 5. Approval of 6/15/21 City Council Meeting Transcript
- 6. Approve Use of Insurance Reserve Resolution #8
- 7. Budget Amendments Insurance Reserve #8
- 8. Budget Amendments Insurance Reimbursement
- 9. Budget Amendments Regular (Increases)
- 10. Approve Budget Transfers Regular
- 11. Approve Transfers Capital Regular
- 12. Approve Payroll 06/25/2021 \$505,694.33
- 13. Approve Payroll 07/02/21 \$599,710.13
- 14. Approve Mid-Warrant 2021 21MWJUN2 \$4,050,872.20
- 15. Approve Mid-Warrant 2021 21MWJUN3 \$13,392.80
- 16. Approve Warrant 2021 21JUL1 \$385,651.33

MAYOR'S DEPARTMENT

- 1. Announcement: Independent Advisory Committee NYS Police Reform and Reinvention Collaborative Plan Report
- 2. Discussion and Vote: Request from City Planning Board for Extension of Time on Advisory Opinion re: Unified Development Ordinance (UDO)
- 3. Discussion and Vote: Request from Design Review Commission for Extension of Time on Advisory Opinion re: Unified Development Ordinance (UDO)
- 4. Discussion and Vote: Authorization for Mayor to Sign MOA with R.S. Taylor & Sons Brewery, LLC

- 5. Discussion and Vote: Update Recreation Department Part-Time / Seasonal Personnel/Referee Hourly Rates
- 6. Discussion and Vote: Accept Donation from Saratoga Springs Friends of Recreation Community Foundation for Camp Saradac in the Amount of \$1,000.00
- 7. Discussion and Vote: Accept Donation from the Hawley Foundation for Camp Saradac Scholarships in the Amount of \$25,000.00
- 8. Appointment: Design Review Commission
- 9. Announcement: 2021 Youth Parking Program

ACCOUNTS DEPARTMENT

- 1. Discussion and Vote: Adopt Resolution to Extend Outdoor Seating to Midnight October 30, 2021
- 2. Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Cabling, Inc.
- 3. Award of Bid: Bid Extension to Surpass Chemical for Sodium Hypochlorite
- 4. Set Public Hearing: Capital Budget Amendment for Security Measures for Streetscapes and City Buildings
- 5. Award of Bid: Extension of Bid HVAC Services to BPI Mechanical for DPW
- 6. Discussion and Vote: Merit to Forward Weibel Plaza Commercial PUD Amendment to City and County Planning Boards for Advisory Opinion
- 7. Set Public Hearing: Saratoga Regional YMCA Zoning Text Amendment

FINANCE DEPARTMENT

- 1. Update: City Finances
- 2. Discussion and Vote: 2021 Mid-Year Budget Amendments Payroll
- 3. Discussion and Vote: 2021 Mid-Year Budget Amendments Benefits
- 4. Discussion and Vote: 2021 Mid-Year Budget Amendments Regular (Increases)
- 5. Discussion and Vote: Budget Transfers Payroll
- 6. Discussion and Vote: Budget Transfers Capital Payroll
- 7. Discussion and Vote: Resolution Authorizing New Cooperation Agreement for Stonequist Apartments
- 8. Discussion and Vote: Agreement for Payment in Lieu of Taxes (PILOT) Between and Among the City of Saratoga Springs ad Stonequist Housing Development Fund Company, Inc., Stonequist Apartments, LLC, and Saratoga Springs Housing Authority

PUBLIC WORKS DEPARTMENT

- 1. Discussion and Vote: Authorization for Mayor to Sign Change Order #1 with Morbark for Delivery Date Change of Morbark Wood Hog
- 2. Discussion and Vote: Authorization for Mayor to Sign Contract with BPI for HVAC Services
- 3. Discussion and Vote: Approval to Pay Invoice #571760, 574891 to Absolute Pest Control in the Amount of \$80.00
- 4. Discussion and Vote: Approval to Pay Invoice #G07614, G07660, G07661 to Bobcat of Saratoga, LLC in the Amount of \$5,555.00
- Discussion and Vote: Authorization for Mayor to Accept Donation from Roohan Realty in the Amount of \$164.14
- 6. Discussion and Vote: Authorization for Mayor to Accept Donation from Saratoga Springs Preservation Foundation in the Amount of \$2.650.00
- 7. Discussion and Vote: Authorization for Mayor to Sign Structural Easement with West Ave Development Saratoga, LLC for 116 West Avenue
- 8. Announcement: Seward Street Drainage Improvements Nearly Completed
- 9. Announcement: Green Street Water Main Break

PUBLIC SAFETY DEPARTMENT

- 1. Discussion and Vote: Amend Chapters 180 & 217 of the City Code
- 2. Discussion and Vote: Accept Donations for the SSPD K9 Unit

- 3. Discussion and Vote: Authorization for Mayor to Sign Agreement with NYRA for the 2021 Racing Season
- 4. Discussion and Vote: Authorization for Mayor to Sign Lease Agreement with Ricoh
- 5. Discussion and Vote: Approval for Receptionist Position CSEA City Hall Unit Grade 5
- 6. Discussion and Vote: Authorization for Mayor to Sign Agreement Between the City and the Saratoga Springs School District for School Resource Officer

SUPERVISORS

Matt Veitch

- 1. Government Review & Efficiency Committee Update
- 2. Buildings & Grounds Committee Update
- 3. Saratoga Casino Hotel Foundation Grant Applications Now Being Accepted

Tara Gaston

- 1. Public Health Update
- 2. County Website
- 3. County ARPA Funding

ADJOURN



July 6, 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 Robin Dalton, Commissioner of DPS

STAFF PRESENT: Lisa Shields, Deputy Mayor

Deirdre Ladd, Deputy Commissioner of Finance Maire Masterson, Deputy Commissioner, Accounts

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

Vincent DeLeonardis

Matthew Veitch, Supervisor Tara Gaston, Supervisor

RECORDING OF PROCEEDING

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

PUBLIC HEARINGS

Amend Chapters 180 & 217 - Fee by Resolution

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

Commissioner Dalton advised they are looking to remove the fees from the City Code and establish them by the City Council by resolution.

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.

Julie Lewis of Saratoga Springs addressed the recent incidents of violence and disappointment in the Saratoga Springs Police Department. Arrests have not been made in the assault of her son and the communication from the Police Department is terrible. They haven't contacted him to see how he is doing.

Reverend Joe Cleveland of Wilton stated the assistant chief owes the citizens an apology from the press conference. To say you are either for or against the police is acting like a litmus test before deciding if you are going to help.

Mayor Kelly asked the audience to not respond to the speaker as this is a public comment period and not a dialogue.

**Due to the interruptions from the public, Mayor Kelly took a recess to clear the Council Room at 7:05 p.m. She then adjourned the meeting at 7:07 p.m.

**Mayor Kelly resumed the meeting at 7:12 p.m.

Reverend Joe Cleveland continued by saying the remarks made by the assistant chief and the commissioner are divisive and hate mongering. To blame supposed increase violence on social justice and civil rights advocates is a betrayal on part of the City and the Police Department. There are people in this community that are not heard.

Tracy Krosky of Halfmoon stated she watched the litmus test downstairs when anyone who was wearing a BLM t-shirt was refused entry. The appointed officials are dividing your community as spewing hatred.

Louis Dempsey of Saratoga stated all he want is not to have a sidewalk put in front of his house on Vanderbilt Avenue.

Alexis Brown of Saratoga Springs stated her grandfather was Frederick Allen and was the first black person to work in City Hall. She has 158 years of history that shows this City treats its black citizens as second-class citizens. She demanded an apology from the Police Department and Council.

Darlene McGraw of Saratoga Springs stated she was threatened with arrest because she was speaking on behalf of individuals with disabilities and equality.

Lale Davidson of Saratoga Springs stated the Police Department and City Council should issue an apology for Assistant Chief Catone's comments. An apology is the only way that we can be sure wrongdoing is acknowledged. He erroneously framed what occurred on Caroline Street as the result for calls of social justice and Black Lives Matters.

Samira Sangara of Clifton Park stated it is defamation of character by saying they have weapons and guns. It's not true. You are creating division. The Council doesn't know their experiences in downtown. They demand an apology. The mural is disgusting because native people are still here, they are still alive, and they are still with us.

Robert Millis of Saratoga Springs stated he has tried to give Catone the benefit of the doubt. Maybe there should be a forum where they can walk back the statements.

Elz Figuereo of Saratoga Springs stated he is here because of the statements made. Chief Crooks hasn't denounced anything said. He doesn't feel safe due to the comments made at the press conference.

Chandler Hickenbottom of Ballston Spa stated from her own experience, if you increase police presence that is going to increase violence in your community. You put blame on the Sheriff Department for the Back the Blue Rally and then asked them to join you now.

Adam Walker of the 'greater 518 area' made a statement that is troubling – 'undesired people'. This is racism and you can't call black people undesirable people. He asked the Council to describe who the desirable people are, where they live, and what they look like.

Commissioner Dalton advised the term geographical undesirable was never used by her.

Mayor Kelly closed the public comment period at 7:35 p.m.

PRESENTATION

Update on Schematic Design for Fire Station 3 (attached)

Sean Foran of Hueber-Breuer presented. They selected CHA for architectural and civil design. They hope to start the design process in August and have bid documents out the beginning of 2022, with construction to begin April/May 2022. The project should be complete in the spring of 2023. The proposed project budget is \$6.7 million. This is for emergency and fire purpose only. He provided a floor plan. The City's DRC provided comment on the sketch and they will be bringing it back to them this week. The building is a total of 16,000 square feet.

CONSENT AGENDA

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

- 1. Approval of 6/1/2021 City Council Meeting Minutes
- 2. Approval of 6/1/2021 City Council Meeting Transcript
- 3. Approval of 6/1/2021 Pre-Agenda Meeting Transcript
- 4. Approval of 6/15/21 City Council Meeting Minutes
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- 16. Approve Warrant 2021 21JUL1 \$385,651.33

Ayes - All

MAYOR'S DEPARTMENT

<u>Announcement: Independent Advisory Committee – NYS Police Reform and Reinvention Collaborative</u> Plan Report

Mayor Kelly introduced Kim Galvin and Jason Golub to present.

Jason Golub advised he was part of the Police Reform Task Force. The Civilian Review Board (CRB) was one of the 50 recommendations. The purpose of the CRB Advisory Committee is to determine if a CRB will be impactful and effective in our community. They will evaluate cities with CRBs and successes with a CRB. They will provide the Council with how best to implement a CRB in our community. A CRB can protect civilians and members of the police force and can also be a waste of money and do more damage than good. His goal is to provide a report for the Council no later than early October 2021 with monthly updates until then.

Kim Galvin advised she has met with the Police Department. Everything they do now they are doing with current personnel and have to take the officers off the street to do it. The Police Department received a \$25,000 grant for training. They formed an internal working group in the Police Department to go over each item in the resolution. They are gathering materials from other departments and reviewing them. The Police Annual Report is filled with data. The Police Department has met with an independent company to build their own website. The Department is going to ask for a data analytic person to collect all the stats. She found the re-organization in the Police Department to be the most important. They created a professional standards (internal affairs) department.

<u>Discussion and Vote: Request from City Planning Board for Extension of Time on Advisory Opinion re:</u> Unified Development Ordinance (UDO) (21-251)

Mayor Kelly advised the City's Planning Board and Design Review is requesting additional time to review the UDO to provide advisory opinion. They are requesting an extension to July 17th.

Mayor Kelly moved and Commissioner Madigan seconded to approve the request from the Planning Board for 2-week extension of time to provide the Council with an advisory opinion for the Unified Development Ordinance (UDO).

Aves - All

<u>Discussion and Vote: Request from Design Review Commission for Extension of Time on Advisory Opinion</u> <u>re: Unified Development Ordinance (UDO)</u> (21-252)

Mayor Kelly moved and Commissioner Madigan seconded to approve the request from the Design Review Commission for a two-week extension of time to provide the Council with an advisory opinion for the Unified Development Ordinance (UDO).

Ayes - All

Discussion and Vote: Authorization for the Mayor to Sign MOA with R.S. Taylor & Sons (21-253)

Mayor Kelly advised due to the pandemic, R.S. Taylor & Sons has gone into default on their economic development loan payment. The memorandum of agreement outlines a temporary re-payment with expires in December of this year.

Mayor Kelly moved and Commissioner Dalton seconded to authorize the mayor to sign an MOA with R.S. Taylor & Sons Brewery, LLC.

Ayes - All

<u>Discussion and Vote: Update Recreation Department Part-Time/Seasonal Personnel/Referee Hourly Rates</u> (21-254)

Mayor Kelly moved and Commissioner Scirocco seconded to increase the 2021 Recreation Department time seasonal personnel referee hourly as follows: increase rate for Camp Saradac counselors from \$12.50 per hour to \$14 per hour; increase rate for returning Camp Saradac counselors is \$14.25; increase rate for returning youth parking supervisor from \$14 to \$15 per hour.

Ayes - All

<u>Discussion and Vote: Accept Donation from Saratoga Springs Friends of Recreation – Community</u> Foundation for Camp Saradac in the Amount of \$1,000.00 (21-255)

Mayor Kelly moved and Commissioner Scirocco seconded to accept the donation in the amount of \$1,000 from Saratoga Springs Friends of Recreation - Community Foundation for Camp Saradac.

Ayes - All

<u>Discussion and Vote: Accept Donation from the Hawley Foundation for Camp Saradac Scholarships in the Amount of \$25,000.00</u> (21-256)

Mayor Kelly moved and Commissioner Dalton seconded to accept the donation of \$25,000 from the Hawley Foundation for Camp Saradac scholarships.

Ayes - All

Appointment: Design Review Commission

Mayor Kelly appointed Karen Cavatta for a term of 7/6/21 - 6/30/26; Chris Bennett for a term of 7/6/21 - 6/30/26; Tad Roemer for a term of 7/6/21 - 6/30/23; Jeff Gritsavage (alternate) for a term of 7/6/21 - 6/30/23 to the Design Review Commission.

Announcement: 2021 Youth Parking Program

Mayor Kelly announced starting July 9^{th} , the youth parking will begin. They will be collecting for parking in the lower level of the Putnam Parking Deck.

ACCOUNTS DEPARTMENT

Discussion and Vote: Adopt Resolution to Extend Outdoor Seating to Midnight October 30, 2021 (21-257)

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 t h e 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 on March 2, 2021, the City

Council again extended the expiration date from March 15, 2021 through midnight, June 30, 2021; 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 extends the expiration date in Section 136-33.1-9 of the City Code to midnight, October 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. All permits shall require compliance with applicable rules, regulations or directives of the New York State Liquor Authority (SLA).
- 5. This authorization shall take effect immediately upon filing in the Office of the City Clerk.

The current resolution for outdoor seating expired the end of June. We have worked with Vince DeLeonardis and Committee to extend the outdoor seating to midnight, October 30, 2021.

Commissioner Franck moved and Commissioner Dalton for the City Council to adopt the resolution to extend outdoor seating to midnight, October 30, 2021 as included with the agenda.

Aves - All

Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Cabling, Inc. (21-258)

Commissioner Franck advised the contract attached to the agenda with Adirondack Cabling is for additional security measures.

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

Ayes - All

Award of Bid: Bid Extension to Surpass Chemical for Sodium Hypochlorite (21-259)

Commissioner Franck moved and Commissioner Scirocco seconded to extend the award of bid to Surpass Chemical for sodium hypochlorite for an additional year under the same terms, conditions, and price as in bid 2020-12.

Ayes - All

Set Public Hearing: Capital Budget Amendment for Security Measures for Streetscapes and City Buildings

Commissioner Franck set a public hearing for Tuesday, July 20, 2021 at 6:55 p.m.

Award of Bid: Extension of Bid - HVAC Services to BPI Mechanical for DPW (21-260)

Commissioner Franck moved and Commissioner Scirocco seconded to extend the award of bid to BPI Mechanical for HVAC services for DPW.

Ayes - All

<u>Discussion and Vote: Merit to Forward Weibel Plaza Commercial PUD Amendment to City and County Planning Boards for Advisory Opinion</u> (21-261)

Commissioner Franck advised an application for a zoning text amendment regarding a parcel of land on Weibel Avenue, located behind Kohl's, was received. The Council needs to decide if it has merit for review by the City's and County's Planning Boards.

Commissioner Franck moved and Commissioner Madigan seconded that the zoning text amendment proposed for the Weibel Plaza Commercial PUD has merit for review and be forwarded to the City and County Planning Boards for an advisory opinion.

Ayes - All

Set Public Hearing: Saratoga Regional YMCA Zoning Text Amendment

Commissioner Franck set a public hearing for Tuesday, August 3, 2021 at 6:55 p.m.

FINANCE DEPARTMENT

Update: City Finances

Commissioner Madigan advised estimated revenue is very strong. An estimated \$2.3M in amendments were approved unanimously at the 06/15/21 City Council meeting. They include:

- Reinstate 2021 Contractual Wages approximately \$950,000 effective 08/01/21 (not doing tonight as waiting for MOUs with unions to be signed)
- <u>City Hall Security Project</u> total is \$238,584.89 for security cameras and 1 full-time greeter and 1
 ID clerk under the authority of the Public Safety Department
- <u>Mayor's Department</u> total is \$101,037 for full time assistant building inspector, part-time city historian, Saratoga Convention & Tourism Bureau, and the Senior Center
- Finance Department total is \$64,856 for information tech director and computer support tech
- <u>Public Works Department</u> total is \$97,305 for part-time laborer highways, part-time laborer parks and casino, hazardous waste education, and 1 full-time electrician
- <u>Public Works/Recreation Department</u> total is \$153,820 for 4 full time laborers dedicated to Recreation Department needs
- <u>Public Safety Department</u> total is \$688,710 for 3 police officers to enter the academy, new 12 hour shifts in department, overtime and comp time for Police and Fire Departments
- <u>Accounts Department</u> total is \$88,779 for assistant assessor overlap and a part-time fixed asset and inventory clerk
- Recreation Department request is to revise amount from \$0 to \$43,323.89 for full-time program coordinator replacement

Commissioner Madigan advised there will be increases in revenues as well. Revenue increases are expected in sales tax, VLT aid, mortgage tax, Planning Board fees, and building permits. Decreases are expected in federal aid, parking tickets, and rental of casino.

Discussion and Vote: 2021 Mid-Year Budget Amendments - Payroll (21-262)

Commissioner Madigan advised these are amendments to payroll and social security lines to cover the hiring costs associated with the 2021 Mid-Year budget amendments. The total expense is \$954,417.79.

Commissioner Madigan moved and Commissioner Franck seconded to approve the 2021 mid-year budget amendments – payroll as included with the agenda.

Ayes - All

Discussion and Vote: 2021 Mid-Year Budget Amendments - Benefits (21-263)

Commissioner Madigan advised these are amendments to benefit lines, including hospitalization and vision insurance as well as the City's retirement contributions, to cover the hiring costs associated with the 2021 mid-year budget amendments. The total amount is \$190,303.43.

Commissioner Madigan moved and Commissioner Dalton seconded to approve the 2021 mid-year budget amendments – benefits as included with the agenda.

Ayes - All

Discussion and Vote: 2021 Mid-Year Budget Amendments - Regular (Increases) (21-264)

Commissioner Madigan advised these amendments are for equipment and contracted services lines to cover requests from the Mayor, Finance, Public Works, and Risk & Safety. The amendment to begin the project of increased security cameras downtown is included here. The total amount is \$92,875.

Commissioner Madigan moved and Commissioner Franck seconded to approve the 2021 mid-year budget amendments – regular (increases) as included with the agenda.

Ayes - All

<u>Discussion and Vote: Budget Transfers - Payroll</u> (21-265)

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

Ayes - All

<u>Discussion and Vote: Budget Transfers - Capital Payroll</u> (21-266)

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

Ayes - All

<u>Discussion and Vote: Resolution Authorizing New Cooperation Agreement for Stonequist Apartments</u> (21-267)

Commissioner Madigan advised this allows the organization to make a payment in the alternative to the full tax payment for a certain number of years, in exchange for a public benefit to the City, such as affordable housing.

The resolution is as follows:

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK
Authorizing New Cooperation Agreement for
Stoneguist Apartments

WHEREAS, the Saratoga Springs Housing Authority (the "Authority") currently operates public housing on certain real property located at 1 South Federal Street, City of Saratoga Springs, Saratoga County, New York (the "Property"); and

WHEREAS, the City of Saratoga Springs (the "City") and the Authority entered into that Cooperation Agreement, dated May 21, 1951, as amended by that certain Amendment to Cooperation Agreement, dated March 17, 1958 (collectively, the "Existing Cooperating Agreement"), pursuant to which the Authority agreed to make certain payments in lieu of taxes ("PILOT Payments") to the City in connection with the Property; and

WHEREAS, the Board of Commissioners of the Authority (the "Board") determined to convert its portfolio of public housing units to Section 8 project-based units under the Rental Assistance Demonstration program ("RAD") of the United States Department of Housing and Urban Development; and

WHEREAS, as part of its RAD conversion, the Authority has determined to perform certain repairs, upgrades and capital replacements to the improvements located on the Property (the "Project"); and

WHEREAS, as part of the Project, HUD requires the Authority to enter into a new cooperation agreement, a copy of which is attached hereto as Exhibit A (the "New Cooperation Agreement"); and

WHEREAS, in regards to the authorization of the New Cooperation Agreement, the City Council of the City (the "City Council") is primarily responsible for assuring compliance with the procedural and substantive requirements of the State Environmental Quality Review Act and regulations of the Department of Environmental Conservation of the State of New York ("DEC") promulgated thereunder (collectively, "SEQRA"); and

WHEREAS, on June 24, 2021, the City determined that the Project is a Type II action pursuant to 6 NYCRR § 617.5(c)(2) and that no environmental review is required pursuant to SEQRA; and 4828-4561-5344, v. 1

WHEREAS, pursuant to 24 CFR §§ 58.2 and 58.4, the City Council is the "Responsible Entity" primarily responsible for environmental review, decision-making and action that would otherwise apply to HUD under the National Environmental Policy Act, 42 U.S.C. § 4321 et seq, and the regulations promulgated by HUD thereunder (collectively, "NEPA"); and

WHEREAS, on June 24, 2021, the City determined that the Project qualifies as a categorical exclusion pursuant to 24 CFR § 58.35 and that no environmental review is required pursuant to NEPA.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby consents to and approves of the New Cooperation Agreement and determines that the purposes of the City and the interests thereof will be promoted by the foregoing; and be it

FURTHER RESOLVED, that the Mayor of the City (the "Authorized Officer") be, and hereby is, authorized, empowered, and directed, in the name and on behalf of the City to enter into and execute the New Cooperation Agreement, and to execute and deliver any and all other documents relating thereto, which documents may contain such terms, provisions, conditions, stipulations and agreements as the Authorized Officer executing the same may deem proper and advisable, and the Authorized Officer is authorized to act on behalf of the City and to execute and deliver such documents in the City's name; and be it

FURTHER RESOLVED, that the Authorized Officer be, and hereby is, authorized and directed on behalf of and in the name of the City to take all actions and to execute and deliver any and all documents which they, in the exercise of their reasonable discretion, deem necessary, advisable or appropriate to effect the aforementioned actions and resolutions, without further authority or approval by the City Council; and be it

FURTHER RESOLVED, that all of the foregoing resolutions are in furtherance of the purposes of the City.

Commissioner Madigan moved and Commissioner Franck seconded to adopt the resolution authorizing the new cooperation agreement with Stonequist Apartments as included with the agenda.

Ayes - All

<u>Discussion and Vote: Agreement for Payment in Lieu of Taxes (PILOT) Between and Among the City of Saratoga Springs ad Stonequist Housing Development Fund Company, Inc., Stonequist Apartments, LLC, and Saratoga Springs Housing Authority (21-268)</u>

Commissioner Madigan advised the city attorney worked with Tony Popolizio and Christine Gilmett-Brown in developing the PILOT with the Housing Authority.

Commissioner Madigan moved and Commissioner Franck seconded to approve agreement for payment in lieu of taxes (PILOT) between and among the City of Saratoga Springs and Stonequist Housing Development Fund Company, Inc., Stonequist Apartments LLC, and Saratoga Springs Housing Authority as included with the agenda.

Ayes - All

PUBLIC WORKS DEPARTMENT

<u>Discussion and Vote: Authorization for Mayor to Sign Change Order #1 with Morbark for Delivery Date Change of Morbark Wood Hog</u> (21-269)

Commissioner Scirocco advised this change order is to alter the delivery date of the wood hog grinder.

Commissioner Scirocco moved and Commissioner Franck seconded to approve the mayor to sign change order #1 with Morbark delivery date of Morbark Wood Hog to 9/12/2021.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Contract with BPI for HVAC Services (21-270)

Commissioner Scirocco advised this contract is an extension of bid to cover all City buildings through 6/30/2022.

Commissioner Scirocco moved and Commissioner Franck seconded to approve the mayor to sign a contract with BPI for HVAC services in an amount not to exceed the hourly rate according to the bid proposal dated May 3, 2016.

Ayes - All

<u>Discussion and Vote: Approval to Pay Invoice #571760, 574891 to Absolute Pest Control in the Amount of</u> \$80.00 (21-271)

Commissioner Scirocco advised there was no funding allocated for this annual expense.

Commissioner Scirocco moved and Commissioner Dalton seconded to approve payment of invoices #571760 and 574891 to Absolute Pest Control in the amount of \$80.00.

Ayes - All

<u>Discussion and Vote: Approval to Pay Invoice #G07614, G07660, G07661 to Bobcat of Saratoga, LLC in the Amount of \$5,555.00</u> (21-272)

Commissioner Scirocco advised these invoices are for the rental of a hydraulic hammer.

Commissioner Scirocco moved and Commissioner Dalton seconded to approve payment of invoice #G07614, G07660, and G07661 to Bobcat of Saratoga, LLC in the Amount of \$5,555.00.

Ayes - All

<u>Discussion and Vote: Authorization for Mayor to Accept Donation from Roohan Realty in the Amount of</u> \$164.14 (21-273)

Commissioner Scirocco advised this donation is for flowers.

Commissioner Scirocco moved and Commissioner Dalton seconded to accept a donation from Roohan Realty in the amount of \$164.14 for flower beautification program.

Ayes - All

<u>Discussion and Vote: Authorization for Mayor to Accept Donation from Saratoga Springs Preservation</u> <u>Foundation in the Amount of \$2,650.00</u> (21-274)

Commissioner Scirocco advised this donation is for the replacement of a stolen ballister at the Spirit of Life.

Commissioner Scirocco moved and Commissioner Madigan seconded to accept the donation from Saratoga Springs Preservation Foundation in the amount of \$2,650 to replace the stolen ballister on the Spirit of Life.

Ayes - All

<u>Discussion and Vote: Authorization for Mayor to Sign Structural Easement with West Ave Development Saratoga, LLC for 116 West Avenue</u> (21-275)

Commissioner Scirocco advised the easement was recommended by the Real Estate Committee. It concerns two encroachments of a building overhang into the right-of-way on West Avenue.

Commissioner Scirocco moved and Commissioner Franck seconded to approve the mayor to sign a structural easement with West Ave Development Saratoga, LLC for 116 West Avenue.

Ayes - All

<u>Announcement: Seward Street Drainage Improvements Nearly Complete DPW Workforce Performs Work for Substantial Taxpayer Savings</u>

Commissioner Scirocco announced this project is near completion. This is a result of a neighborhood flooding issue. DPW performed the work in-house and saved the City over \$500,000.

Announcement: Green Street Water Main Break

Commissioner Scirocco advised at 3 a.m. on July 1st, the Water Treatment Plant noticed a loss of water from the main trunk line from the Water Treatment Plant to the City. There is no local company that can perform the main stop needed for the 16-inch pipe. Deputy Commissioner Joe O'Neill contacted several companies to do this job and found Hydro Tech of Massachusetts. They began work on the pipe at 7 p.m. on July6 1st and completed the work around midnight. Water was restored by 6:30 a.m. Walmart offered bottled water to all City residents, although not needed.

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Amend Chapters 180 & 217 of the City Code (21-276)

Commissioner Dalton moved and Commissioner Madigan seconded to amend chapters 180 and 217 of the City Code.

Ayes - All

<u>Discussion and Vote: Accept Donations for the SSPD K9 Unit</u> (21-277)

Commissioner Dalton thanked Rich & Marybeth Flaherty for their donation of \$1,000; LA Group for their donation of \$500; Ann O'Toole for her donation of \$200; Saratoga Springs Lions Club for their donation of \$9,000; Saratoga County Services Corporation for their donation of \$5,000; and DA Collins for their donation of \$2,500.

Commissioner Dalton moved and Commissioner Madigan seconded to accept a donation in the amount of \$18,200 for the K9 Unit.

Ayes - All

<u>Discussion and Vote: Authorization for Mayor to Sign Agreement with NYRA for the 2021 Racing Season</u> (21-278)

Commissioner Dalton advised this is for fire services.

Commissioner Dalton moved and Commissioner Madigan seconded to authorize the mayor to sign an agreement with NYRA.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Lease Agreement with Ricoh (21-279)

Commissioner Dalton stated this is for a copier/printer for the Fire Department.

Commissioner Dalton moved and Commissioner Madigan seconded to authorize the mayor to sign a lease agreement with Ricoh.

Ayes - All

<u>Discussion and Vote: Approval for Receptionist Position CSEA City Hall Unit Grade 5</u> (21-280)

Commissioner Dalton advised this is to establish a receptionist position in the Public Safety Department that will assist a police officer with checking in visitors to City Hall.

Commissioner Dalton moved and Commissioner Madigan seconded to approve the receptionist position – CSEA City Hall grade 5 in the Public Safety Department.

Ayes - All

<u>Discussion and Vote: Authorization for Mayor to Sign Agreement Between the City and the Saratoga</u> Springs School District for School Resource Officer (21-281)

Commissioner Dalton moved and Commissioner Madigan seconded to authorize the mayor to sign agreement between the City and the Saratoga Springs School District. The term of this agreement shall be from 7/1/21 to 6/30/23.

Ayes - All

Commissioner Dalton moved and Commissioner Franck seconded to add an item to her agenda for discussion and vote. (21-282)

Ayes - All

Discussion and Vote: Approve Updated Schematic Design Plan (21-283)

Commissioner Dalton moved and Commissioner Madigan seconded to approve the updated schematic design plan that was just presented by Sean and Hueber-Breuer to the Design Review Commission for another advisory opinion.

Ayes - All

SUPERVISORS

Matt Veitch

Government Review & Efficiency Committee Update

Supervisor Veitch reported there is a meeting tomorrow. They have set a public hearing to repeal Local Law of 1979 and will re-write that law to change the budget process to become more like the state statutes.

Buildings & Grounds Committee Update

Supervisor Veitch reported an airport subcommittee has been appointed. They will be discussing space needs at the County and looking at their overall need for space.

Saratoga Casino Hotel Foundation Grant Applications Now Being Accepted

Supervisor Veitch reported applications are now being accepted through July 23rd. They will make decisions on August 9th with awards on August 27th.

Tara Gaston

Public Health Update

Supervisor Gaston advised the County is doing well with COVID as there is only one hospitalization and 7 positive tests within the past 7 days. Sixty-four percent of the County has completed vaccinations. She has been removed as chair and member of the Public Health Committee.

County Website

Supervisor Gaston reported they are working on upgrading the County website.

County ARPA Funding

Supervisor Gaston reported they are looking for thoughts on how the County should spend the federal money they receive.

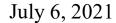
ADJOURNMENT

There being no further business, Mayor Kelly adjourned the meeting at 9:04 p.m.

Respectfully submitted,

Lisa Ribis Clerk

Approved: Vote:





CITY OF SARATOGA SPRINGS City Council Pre-Agenda Meeting City Council Room 474 Broadway Saratoga Springs, NY 12866

10:00 AM

PRESENT: Meg Kelly, Mayor

Michele Madigan, Commissioner of Finance John Franck, Commissioner of Accounts Anthony Scirocco, Commissioner of DPW Robin Dalton, Commissioner of DPS

STAFF PRESENT: Lisa Shields, Deputy Mayor

Deidre Ladd, Deputy Commissioner, Finance Maire Masterson, Deputy Commissioner, Accounts

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

Vince DeLeonardis, City Attorney

EXCUSED: Matthew Veitch, Supervisor

Tara Gaston, Supervisor

CALL TO ORDER

Mayor Kelly called the meeting to order at 9:59 a.m.

PUBLIC HEARINGS

1. Amend Chapters 180 & 217 - Fee by Resolution - no comments.

CONSENT AGENDA

- 1. Approval of 6/1/2021 City Council Meeting Minutes
- 2. Approval of 6/1/2021 City Council Meeting Transcript
- 3. Approval of 6/1/2021 Pre-Agenda Meeting Transcript
- 4. Approval of 6/15/2021 City Council Meeting Minutes
- 5. Approval of 6/15/2021 City Council Meeting Transcript
- 6. Approve Use of Insurance Reserve Resolution #8
- 7. Budget Amendments Insurance Reserve #8
- 8. Budget Amendments Insurance Reimbursement
- 9. Budget Amendments Regular (Increases)
- 10. Approve Budget Transfers Regular
- 11. Approve Transfers Capital Regular
- 12. Approve Payroll 6/25/21 \$505,694.33

- 13. Approve Payroll 7/02/21 \$599,710.13
- 14. Approve Mid-Warrant 2021 21MWJUN2 \$4,050,872.20
- 15. Approve Mid-Warrant 2021 21MWJUN3 \$13,392.80
- 16. Approve Warrant 2021 21JUL1 \$385,651.33

No comments.

MAYOR'S DEPARTMENT

Independent Advisory Committee - NYS Police Reform and Reinvention Collaborative Plan Report

No comments.

<u>Discussion and Vote: Request from City Planning Board for Extension of Time on Advisory Opinion Re:</u> Unified Development Ordinance (UDO)

No comments.

<u>Discussion and Vote: Request from Design Review Commission for Extension of Time on Advisory Opinion Re: Unified Development Ordinance (UDO)</u>

No comments.

<u>Discussion and Vote: Update Recreation Department Part-Time / Seasonal Personnel / Referee Hourly Rates</u>

John Hirliman of the Recreation Department advised they are asking for an increase from \$12.50 per hour to \$14 per hour for new camp counselors and an increase to \$14.25 per hour for existing camp counselors. They are also requesting an increase for returning supervisors from \$14 per hour to \$15 per hour.

<u>Discussion and Vote: Accept Donation from Saratoga Springs Friends of Recreation – Community Foundation for Camp Saradac in the Amount of \$1,000.00</u>

No comments.

<u>Discussion and Vote: Accept Donation from the Hawley Foundation for Camp Saradac Scholarships in the Amount of \$25,000.00</u>

No comments.

Appointment: Board of Plumbing Examiners

Mayor Kelly advised she is pulling this item from her agenda.

Appointments: Design Review Commission

Mayor Kelly advised she has several appointments she will be making to the Design Review Commission.

Appointment: Open Space Advisory Committee

Mayor Kelly advised she is pulling this item from her agenda.

Announcement: 2021 Youth Parking Program

No comments.

Mayor Kelly added an item to her agenda: Discussion and Vote: Authorization for Mayor to Sign MOU with R.S. Taylor & Sons.

ACCOUNTS DEPARTMENT

Discussion and Vote: Adopt Resolution to Extend Outdoor Seating to Midnight October 30, 2021

Commissioner Franck advised they worked with city attorney Vince DeLeonardis and the Committee to extend the outdoor seating for the local restaurants.

Mayor Kelly asked if barriers are being removed on an individual basis.

Commissioner Franck advised he is leaving that up to the Committee. He hasn't received any contact in his office regarding anyone wanting to remove the barriers.

Marilyn Rivers, director of risk and safety, advised if a restaurant would like the barriers removed, they should contact Darryl Leggieri as he has taken charge to place the barriers. The City will still need to know who is having their barriers removed, as we will have to adjust their permit.

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

No comments.

Award of Bid: Bid Extension to Surpass Chemical for Sodium Hypochlorite

No comments.

Award of Bid: Extension of Bid - HVAC Services to BPI Mechanical for DPW

No comments.

<u>Discussion and Vote: Merit to Forward Weibel Plaza Commercial PUD Amendment to City and County Planning Boards for Advisory Opinion</u>

Vince DeLeonardis, city attorney, advised this parcel sits behind Kohl's. It allows for future development of the area.

Set Public Hearing: Saratoga Regional YMCA Zoning Text Amendment

Commissioner Franck advised this will be set for the first meeting in August to allow enough time to notify the neighbors.

FINANCE DEPARTMENT

Update: City Finances

Commissioner Madigan advised she will review the 2021 mid-year budget amendments.

Discussion and Vote: 2021 Mid-Year Budget Amendments – Payroll

No comments.

<u>Discussion and Vote: 2021 Mid-Year Budget Amendments – Benefits</u>

No comments.

<u>Discussion and Vote: 2021 Mid-Year Budget Amendments – Regular (Increases)</u>

No comments.

<u>Discussion and Vote: Budget Transfers - Payroll</u>

Commissioner Madigan advised this transfer is not related to mid-year amendments.

Discussion and Vote: Budget Transfers – Capital Payroll

Commissioner Madigan advised this transfer is not related to the mid-year amendments.

Discussion and Vote: Resolution Authorization New Cooperation Agreement for Stonequist Apartments

Commissioner Madigan advised the Housing Authority has had an agreement in place since the 1950's for payments in lieu of taxes for Stonequist. The interior of Stonequist will be undergoing renovations/modernizations. HUD has authorized the project to be changed from Section 9 housing to Section 8 housing. The agreement in the next item authorizes the PILOT, which will run for 40 years.

<u>Discussion and Vote:</u> Agreement for Payment in Lieu of Taxes (PILOT) Between and Among the City of <u>Saratoga Springs and Stonequist Housing Development Fund Company, Inc., Stonequist Apartments, LLC and Saratoga Springs Housing Authority</u>

No comments.

Commissioner Madigan advised she has an addition to the Consent Agenda for the 6/18/2021 payroll.

PUBLIC WORKS DEPARTMENT

<u>Discussion and Vote: Authorization for Mayor to Sign Change Order #1 with Morbark for Delivery Date Change of Morbark Wood Hog</u>

No comments.

Discussion and Vote: Authorization for Mayor to Sign Contract with BPI for HVAC Services

No comments.

<u>Discussion and Vote: Authorization for Mayor to Accept Donation from Roohan Realty in the Amount of</u> \$164.14

Commissioner Scirocco advised this is for flowers.

<u>Discussion and Vote: Authorization for Mayor to Invoice #G07614, G07660, G07661 to Bobcat of Saratoga, LLC in the Amount of \$5,555.00</u>

Commissioner Scirocco advised they will change the title to read authorization for Council to approve payment of invoices....

<u>Discussion and Vote: Authorization for Mayor to Accept Donation from Saratoga Springs Preservation</u>
<u>Foundation in the Amount of \$2,650.00</u>

Commissioner Scirocco advised this is for a baluster for the Spirit of Life.

<u>Discussion and Vote: Authorization for Mayor to Invoice #571760, 574891 to Absolute Pest Control in the Amount of \$80.00</u>

Commissioner Scirocco advised the working of this item will be corrected to read authorization for Council to approve payments of invoice.....

Announcement: Seward Street Drainage Improvements Nearly Complete DPW Workforce Performs Work for Substantial Taxpayer Savings

No comments.

Commissioner Scirocco added two items: Discussion and Vote: Authorization for Mayor to Sign Structural Easement at 116 West Avenue; and Announcement: Water Break on Greene Street.

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Amend Chapter 180 & 217 of the City Code

Commissioner Dalton stated they are removing the fees from the code and will establish them from time to time by Council resolution.

Discussion and Vote: Accept Donations for the SSPD K9 Unit

No comments.

Discussion and Vote: Authorization for Mayor to Sign Agreement with NYRA for the 2021 Racing Season

No comments.

Discussion and Vote: Authorization for Mayor to Sign Lease Agreement with Ricoh

No comments.

Discussion and Vote: Approval for Receptionist Position CSEA City Hall Unit Grade 5

No comments.

Commissioner Dalton added two items: Update: Schematic Design of Third Firehouse; and Discussion and Vote: Authorization for Mayor to Sign Agreement with School District for Resource Officer.

SUPERVISORS

Mayor Kelly read the supervisors' agendas as follows:

Supervisor Veitch: Government Review and Efficiency Committee Update; Buildings & Grounds Committee Update; and Saratoga Casino Hotel Foundation Grant Applications Now Being Accepted.

Supervisor Gaston: Public Health Update; County Website; and County ARPA Funding.

ADJOURN

Mayor Kelly adjourned the meeting at 10:19 a.m.

Respectfully submitted,

Lisa Ribis Clerk

Approved: Vote:



07/16/2021 09:05 CITY OF SARATOGA SPRINGS LIVE PROOF P 1 BUDGET AMENDMENTS JOURNAL ENTRY PROOF Bgamdent

				•								
	ORG ACCOUNT	OBJECT PRO	J ORG DES	SCRIPTION	ACC LINE DE	COUNT DES	SCRIPTION ON	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR	R-PER JOI	JRNAL EFF-I	ATE REF 1	l REF 2	SRC JNL	L-DESC	ENTITY AMEND					
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1	A302131 A -30	.4 54720)-2-1310-4-5	COMM FI 4720 -	NANCE CONTRA	CTED SER	VISCERVIC	E CONTRACTS - TO COVER CO	PROF SERV ONFIDATA, SHREI	47,720.00 DDING 07/20/	250.00 2021	47,970.00	
2		.4 54110)-2-1310-4-5		NANCE CONTRA	CTED SER	VIOFFICE	SUPPLIES TO COVER CO	ONFIDATA, SHREI	12,045.00 DDING 07/20/	-250.00 2021	11,795.00	
3	A356717 A -3!	4 54610 300 5-6-7171-4-5	0 INDOOR 4610 -3000	RECREATION F.	ACILITY	CSREPAIRS	S & MAINTENAN TO PREVENT	CE BUILDING DEFICIT	17,585.85 07/20/	839.69 2021	18,425.54	
	A -3!	5-6-7171-4-5	4180 -3000				SUPPLIES TO PREVENT	DEFICIT	4,000.00 07/20/	-839.69 2021	3,160.31	
5	A333501 A -33	.4 54670 3-3-5010-4-5	STREETS	CS		PHONES	TO COVER VI	ERIZON INVOICE	07/20/		8,431.46	
6	A333501	.4 54740 3-3-5010-4-5	STREETS	CS		SERVICE	E CONTRACTS - TO COVER VI	EQUIPMENT ERIZON INVOICE	19,193.93 07/20/	-3,431.46 2021	15,762.47	
7	E357716 E -3!	52 52101 5-7-7160-2-5	CITY CE 2101 -	NTER AUTHORI	TY EQ CA	P BOUILDII	NG EQUIPMENT EMERGENCY 1	EQUIP REPLC,LDI	2,000.00 NGDCK 07/20/	19,595.00 2021	21,595.00	
	F: -31	5-7-7182-4-5	4723 -				EMERGENCY 1	ION EQUIP REPLC,LDI	NGDCK 07/20/	2021	113,219.47	
9	A353722 A -3!	4 54180 5-3-7113-4-5	HIGH RC 4180 -	OCK PARK		OTHER S	SUPPLIES TO PREVENT	DEFICITS	36.08 07/20/	62.18	98.26	
10	A353722 A -3!	4 54720 5-3-7113-4-5	HIGH RC 4720 -	OCK PARK		SERVIC	E CONTRACTS - TO PREVENT	PROF SERV DEFICITS	360.00 07/20/	-62.18 2021	297.82	
11	A356717 A -3!	4 54510 300 5-6-7171-4-5	0 INDOOR 4510 -3000	RECREATION F.	ACILITY	CSREPAIRS	S & MAINTENAN TO PREVENT	CE VEHICLE DEFICITS	839.78 07/20/	91.25	931.03	
12		4 54180 300 5-6-7171-4-5		RECREATION F.	ACILITY	CSOTHER S		DEFICITS	4,000.00 07/20/		3,908.75	
13	F363833 F -36	4 54180 5-3-8330-4-5		REATMNET PLA	NT CS	OTHER S	SUPPLIES TO PREVENT	DEFICITS	11,499.06 07/20/	916.89	12,415.95	
14	F363833 F -36	4 54610 5-3-8330-4-5		REATMNET PLA	NT CS	REPAIRS		CE BUILDING DEFICITS	14,809.23 07/20/	-916.89 2021	13,892.34	
15	G363812 G -36	4 54330 5-3-8120-4-5	SEWER P	UMPING CS		REPAIRS	S & MAINTENAN TO PREVENT	CE EQUIPMEN DEFICITS	1,000.00 07/20/	2,252.02 2021	3,252.02	



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07/16/2021 09:05 CITY OF SARATOGA SPRINGS LIVE PLOST BUDGET AMENDMENTS JOURNAL ENTRY PROOF Bgamdent

LN ORG OBJECT PROJ ORG DESCRIPTION ACCOUNT	ACCOUNT DESCRIPTION LINE DESCRIPTION EF	PREV F DATE BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2	SRC JNL-DESC ENTITY AMEND			
2021 07 123 07/20/2021 BUDGET CCM 07202 16 G3638124 54331 SEWER PUMPING CS G -36-3-8120-4-54331 -	21 BUA TRANS-REG 1 1 REPAIRS & MAINTENANCE PUME TO PREVENT DEFICI	•	-2,252.02 2021	12,682.98

** JOURNAL TOTAL



07/16/2021 09:05 u238 CITY OF SARATOGA SPRINGS LIVE BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: u238

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC	REF 1 REF 2	REF 3	ACCOUNT DESC LINE DESC	т ов	DEBIT	CREDIT
2021 7 123				_		
BUA A3021314-54720			SERVICE CONTRACTS - PROF SERV	5	250.00	
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO COVER CONFIDATA, SHREDDING	_		
BUA A3021314-54110			OFFICE SUPPLIES	5		250.00
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO COVER CONFIDATA, SHREDDING	_		
BUA A3567174-54610-3000			REPAIRS & MAINTENANCE BUILDING	5	839.69	
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO PREVENT DEFICIT	_		
BUA A3567174-54180-3000			OTHER SUPPLIES	5		839.69
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO PREVENT DEFICIT	_		
BUA A3335014-54670			PHONES	5	3,431.46	
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO COVER VERIZON INVOICE	_		
BUA A3335014-54740			SERVICE CONTRACTS - EQUIPMENT	5		3,431.46
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO COVER VERIZON INVOICE	_		
BUA E3577162-52101			BUILDING EQUIPMENT	5	19,595.00	
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	EMERGENCY EQUIP REPLC, LDNGDCK	_		
BUA E3577184-54723			SERV CONT CONSTRUCTION	5		19,595.00
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	EMERGENCY EQUIP REPLC, LDNGDCK	_		
BUA A3537224-54180			OTHER SUPPLIES	5	62.18	
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO PREVENT DEFICITS	_		
BUA A3537224-54720				5		62.18
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO PREVENT DEFICITS	_		
BUA A3567174-54510-3000				5	91.25	
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO PREVENT DEFICITS	_		
BUA A3567174-54180-3000			OTHER SUPPLIES	5		91.25
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO PREVENT DEFICITS			
BUA F3638334-54180			OTHER SUPPLIES	5	916.89	
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO PREVENT DEFICITS			
BUA F3638334-54610			REPAIRS & MAINTENANCE BUILDING	5		916.89
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO PREVENT DEFICITS			
BUA G3638124-54330			REPAIRS & MAINTENANCE EQUIPMEN	5	2,252.02	
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO PREVENT DEFICITS			
BUA G3638124-54331			REPAIRS & MAINTENANCE PUMPS	5		2,252.02
07/20/2021 TRANS-REG	BUDGET CCM 0720	21	TO PREVENT DEFICITS			
			JOURNAL 2021/07/123 TOTAL		.00	.00



07/16/2021 09:05 u238

CITY OF SARATOGA SPRINGS LIVE BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

^{**} END OF REPORT - Generated by Lynn Bachner **



07/15/2021 15:04 CITY OF SARATOGA SPRINGS LIVE PROOF P 1 BUDGET AMENDMENTS JOURNAL ENTRY PROOF Bgamdent

LN ORG OBJECT PROJ ACCOUNT	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	PREV EFF DATE BUDGET	BUDGET CHANGE	AMENDED BUDGET ERR
YEAR-PER JOURNAL EFF-DATE	E REF 1 REF 2	SRC JNL-DESC ENTITY AMEND			
2021 07 151 07/20/202	21 BUDGET CCM 072021	BUA AMEND-BENE 1 2			
1 A032 41110 A -03-2-0000-0-4111	NON PROPERTY TAX ITE 10 -		-9,779,011.0 AMNT BUDGETED 07/	4 -16,543.60 20/2021	-9,795,554.64
2 A3739018 58040 A -37-3-9010-8-5804		REMENT SYSOTHER EMPLOYEES RETIR 21 MID YR AM	EMENT SYS 753,071.2 ND-ELECTRICIAN 07/	0 4,265.26 20/2021	757,336.46
3 A3739068 58010 A -37-3-9060-8-5801	HOSPITALIZATION 10 -	HOSPITALIZATION 21 MID YR AM	1,684,981.7 ND-ELECTRICIAN 07/	9 12,132.30 20/2021	1,697,114.09
4 A3739068 58011 A -37-3-9060-8-5801	HOSPITALIZATION 11 -	VISION INSURANCE 21 MID YR AM	21,808.5 ND-ELECTRICIAN 07/		21,954.60
		** JC	URNAL TOTAL	0.00	



07/15/2021 15:04 u238 CITY OF SARATOGA SPRINGS LIVE BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2 |bgamdent

CLERK: u238

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC T LINE DESC	OB DEBIT	CREDIT
2021 7 151			
BUA A032-41110 07/20/2021 AMEND-BENE BUDGET CCM 072021	SALES TAX 5 REV EST OVER AMNT BUDGETED		16,543.60
BUA A3739018-58040	OTHER EMPLOYEES RETIREMENT SYS 5	4,265.26	
07/20/2021 AMEND-BENE BUDGET CCM 072021	21 MID YR AMND-ELECTRICIAN		
BUA A3739068-58010 07/20/2021 AMEND-BENE BUDGET CCM 072021	HOSPITALIZATION 5 21 MID YR AMND-ELECTRICIAN	12,132.30	
BUA A3739068-58011	VISION INSURANCE 5	146.04	
07/20/2021 AMEND-BENE BUDGET CCM 072021	21 MID YR AMND-ELECTRICIAN		
		.00	.00
BUA A-2960	APPROPRIATIONS		16,543.60
07/20/2021 AMEND-BENE BUDGET CCM 072021 BUA A-1510 07/20/2021 AMEND-BENE BUDGET CCM 072021	ESTIMATED REVENUES	16,543.60	
	SYSTEM GENERATED ENTRIES TOTAL	16,543.60	16,543.60
	JOURNAL 2021/07/151 TOTAL	16,543.60	16,543.60



07/15/2021 15:04 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
A	GENERAL FUND A-1510 A-2960	2021 7	151	07/20/2021 ESTIMATED REVENUES APPROPRIATIONS	16,543.60	16,543.60
				FUND TOTAL	AL 16,543.60	16,543.60

^{**} END OF REPORT - Generated by Lynn Bachner **



07/14/2021 08:07 u101 | CITY OF SARATOGA SPRINGS LIVE | PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 1 apinvent

CLERK: u101 BATCH: 3388

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
2100	75 001	TVC ALBANY, INC.	1.00	0.00	0.00	1.00	8	2021 MONTHLY FIBER LEASE AND SURCHAG
2100	89 001	RICOH USA, INC	10.00	0.00	0.00	10.00	8	LEASE IM350K DESKTOP SSPD DISPATCH
2101	83 001	CROWN CASTLE FIBER L	10.00	0.00	0.00	10.00	8	ADDENDUM THREE ETHERNET SERVICES TH



07/14/2021 08:07 u101 CITY OF SARATOGA SPRINGS LIVE 21MWJUL1

P 2 apinvent

CLERK: u101 BATCH: 3388	DOCUMENT			NEW INVOICES					
VENDOR REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO	BY PO BA	LANCE CHK/WIR	E ERR
APPROVED UNPAID INVOICES TO E									
6950 00001 AMSURE	185099 111707		186442	21MWJUL1					
CASH A 2021/07 INV ACCT 1200 DEPT 1000 DUE PO BOX 336 SARATOGA SPRINGS	07/13/2021 07/14/2021 NY 12866	SEP-CHK: N DESC:11170	DIS	sc: .00		A3011478 580 A3719068 580 A3729068 580 A3739068 580 A3759068 580 A3769068 580 A3769068 580 E3577168 580 F3739068 580 G3739068 580	10 10 10 10 10 10 10 10 10 10 10 10 10 1	2,628.41 22,927.34 18,720.41 125,266.93 396,158.92 15,691.57 8,138.74 14,986.54 1,175.32 32,543.41 16,766.85	1099:7 1099:7 1099:7 1099:7 1099:7 1099:7 1099:7 1099:7 1099:7
7199 00001 CONSTELLATION EN	185100 5/25-6/24/2	021	186443	21MWJUL1	4,173.84		00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 7000 DUE PO BOX 4640 CAROL STREAM IL	60197-4640			SC: .00		E3577164 546	50	4,173.84	1099:
7199 00001 CONSTELLATION EN							00		
CASH A 2021/07 INV ACCT 1200 DEPT 3000 DUE PO BOX 4640 CAROL STREAM IL	07/13/2021 07/14/2021 60197-4640	SEP-CHK: N DESC:76030	DIS 69019	SC: .00		A3335184 547	50	69.72	1099:
6575 00003 DIRECT ENERGY BU	185102 185102		186445	21MWJUL1	1,414.28		00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 3000 DUE P.O. BOX 32179 NEW YORK NY 1	07/13/2021 07/14/2021 0087-2179	SEP-CHK: N DESC:DPW	DIS	sc: .00		G3638124 546 F3638334 546 A3567174 546 A3031624 546 A3567194 546 A3537114 546 A3031634 546 A3567144 546	50 50 50 3000 50 50 3000 50 50 50 50	13.40 18.31 27.75 9.98 1,088.70 207.44 45.85 2.85	1099: 1099: 1099: 1099: 1099: 1099: 1099:
6575 00003 DIRECT ENERGY BU	185103 185103		186446	21MWJUL1	69.44		00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 4000 DUE P.O. BOX 32179 NEW YORK NY 1	07/13/2021 07/14/2021 0087-2179	SEP-CHK: N DESC:DPS	DIS	SC: .00		A3143414 546 A3143414 546 A3143314 546	50 50 50	42.63 12.41 14.40	1099: 1099: 1099:



07/14/2021 08:07 | CITY OF SARATOGA SPRINGS LIVE u101 | 21MWJUL1

P 3 apinvent

CLERK: u101 BATCH: 3388	DOCUMENT		NEW INVOICES					
VENDOR REMIT NAME	DOCUMENT INVOICE PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
6575 00003 DIRECT ENERGY BU	185104 HS12521163	186447	21MWJUL1	197.88	.00	.00		
	07/14/2021 DESC:71339	7 DIS 9049245	SC: .00		E3577164 54650		197.88	1099:
8873 00000 CROWN CASTLE FIB	185105 210183 865763	3 186448	21MWJUL1	4,216.32	.00	6,847.16		
	07/14/2021 DESC:B1118		SC: .00		A3021694 54740	4,	216.32	1099:
7828 00000 GUARDIAN	185106 JULY 2021	186449	21MWJUL1	10,395.10	.00	.00		
	07/13/2021 SEP-CHK: 1 07/14/2021 DESC:00 54 A 19182-4404	T DIS	SC: .00		A3011478 58016 A3719068 58016 A3729068 58016 A3739068 58016 F3739068 58016 G3739068 58016 A3749068 58016 A3759068 58016 A3769068 58016	2, 1, 4,	723.33 402.49 397.15 055.68 420.59 934.53 209.33 126.00	1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099:
6200 00002 LEXISNEXIS	185107 3093316049	186450	21MWJUL1	89.61	.00	.00		
	07/13/2021 SEP-CHK: 1 07/14/2021 DESC:42532 7-4584		SC: .00		A3011424 54440		89.61	1099:



07/14/2021 08:07 u101 CITY OF SARATOGA SPRINGS LIVE 21MWJUL1

P 4 apinvent

CLERK: u101 BATCH: 3388				NEW INVOICES	5			
VENDOR REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIE	RE ERR
319 00001 NATIONAL GRID	185108				67,298.07			
CASH A 2021/07 INV ACCT 1200 DEPT 3000 DUE P.O. BOX 4706 SYRACUSE NY 13	07/13/2021 07/14/2021 3221-4706	SEP-CHK: N DESC:DPW	I DIS	SC: .00		A3335184 54750 F3638334 54650 G3638124 54650 F3638324 54650 A3335184 54750 A3031624 54650 G3638124 54650 A3638194 54650 A3567144 54650 F3638334 54650 A3031654 54650 A3031654 54650 A3031634 54650 A3567174 54650 A3567174 54650 A3537114 54650	3,539.94 25,220.61 4,314.71 1,280.05 2,218.40 28,345.84 31.72 613.08 203.03 3000 548.48 34.09 3000 609.04 81.73 63.77 3000 44.63 148.95	1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099:
319 00001 NATIONAL GRID	185109				1,096.65	.00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 4000 DUE P.O. BOX 4706 SYRACUSE NY 13	07/13/2021 07/14/2021 3221-4706	SEP-CHK: N DESC:DPS	I DIS	SC: .00		A3143314 54650 A3143314 54751 A3143314 54751 A3143314 54751 A3143314 54650 A3143314 54751 A3143414 54650	36.89 148.14 215.19 267.28 81.62 159.09 188.44	1099: 1099: 1099: 1099: 1099: 1099:
319 00001 NATIONAL GRID	185110 185110		186453	21MWJUL1	6,525.26	.00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 7000 DUE P.O. BOX 4706 SYRACUSE NY 13							21.23 176.26 5,017.58 1,310.19	1099: 1099: 1099: 1099:
223 00001 RICOH USA, INC	3000032392	۷.					.00	
CASH A 2021/07 INV ACCT 1200 DEPT 4000 DUE P O BOX 827577 PHILADELPHIA	0 / / エ 4 / 乙 0 乙 エ	DEDC • 30307	I DIS '97	SC: .00		A3143414 54110	8.04	1099:



CLERK: u101 BATCH: 3388 NEW INVOICES

CLERK: u101 BATCH: 3388	DOCUMENTE	NEW INVOIC	ES			
VENDOR REMIT NAME	DOCUMENT INVOICE PO	VOUCHER WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHE	/WIRE ERR
223 00001 RICOH USA, INC	185112 5062304354	186455 21MWJUL1	11.57	.00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 4000 DUE P O BOX 827577 PHILADELPHIA	07/13/2021 SEP-CHK: 1 07/14/2021 DESC:41670 PA 19182-7577	N DISC: .00 058		A3143014 54740	11	.57 1099:
223 00001 RICOH USA, INC	185113 5062301379	186456 21MWJUL1	19.06	.00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 4000 DUE P O BOX 827577 PHILADELPHIA	07/13/2021 SEP-CHK: 1 07/14/2021 DESC:4681: PA 19182-7577	N DISC: .00 158		A3143124 54740	19	0.06 1099:
223 00002 RICOH USA, INC						
CASH A 2021/07 INV ACCT 1200 DEPT 4000 DUE P O BOX 41564 PHILADELPHIA F	07/13/2021 SEP-CHK: 1 07/14/2021 DESC:9121 PA 19101-1564	N DISC: .00 9925		A3143124 54740	27	7.54 1099:
223 00001 RICOH USA, INC	185115 5062303555	186458 21MWJUL1	208.94	.00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 4000 DUE P O BOX 827577 PHILADELPHIA	07/13/2021 SEP-CHK: 1 07/14/2021 DESC:5062 PA 19182-7577	N DISC: .00 301214		A3143124 54740	208	3.94 1099:
6205 00001 SIEBA, LTD	32894	186459 21MWJUL1		.00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 1000 DUE P. O. BOX 5000 ENDICOTT NY 1				1137 17070 30013	21 109 861 14 75	1.90 1099: 1.50 1099: 1.40 1099: 1.60 1099: 1.00 1099:
8695 00000 TIME WARNER/SPEC	C 185117 JULY 2021	186460 21MWJUL1	224.95	.00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 7000 DUE PO BOX 4617 CAROL STREAM IL	07/13/2021 SEP-CHK: 7 07/14/2021 DESC:202-6	Y DISC: .00 487086104-001		E3577164 54670	224	1.95 1099:
	JUNE 2021				.00	
CASH A 2021/07 INV ACCT 1200 DEPT 7000 DUE PO BOX 4617 CAROL STREAM IL	07/13/2021 SEP-CHK: 7 07/14/2021 DESC:202-4 60197-4617	Y DISC: .00 487110305-001		E3475654 54650	449	0.00 1099:

P 5 apinvent



P 6 apinvent

CLERK: u101 BATCH: 3388	NEW INVOIC	ES	
VENDOR REMIT NAME DOCUMENT INVOICE	PO VOUCHER WARRANT	NET AMOUNT EXCEEDS PO BY	PO BALANCE CHK/WIRE ERR
7350 00001 TVC ALBANY, INC. 185119 9422998	186462 21MWJUL1	1,305.00 .00	.00
CASH A 2021/07 INV 07/13/2021 ACCT 1200 DEPT 2000 DUE 07/14/2021 491 LISBON STREET LEWISTON NY 04240-74		A3021694 54740	1,305.00 1099:
7350 00001 TVC ALBANY, INC. 185120 9415680	210075 186463 21MWJUL1	1,379.42 .00	9,257.00
CASH A 2021/07 INV 07/13/2021 ACCT 1200 DEPT 4000 DUE 07/14/2021 491 LISBON STREET LEWISTON NY 04240-74	DESC:36454	A3143124 54720	1,379.42 1099:
1927 00001 VERIZON 185121 185121	186464 21MWJUL1	9.35 .00	.00
CASH A 2021/07 INV 07/13/2023 ACCT 1200 DEPT 2000 DUE 07/14/2023 P O BOX 15124 ALBANY NY 12212-5124	SEP-CHK: N DISC: .00 DESC:651750468000197	A3021694 54670	9.35 1099:
1927 00001 VERIZON 185122 06/21/202	186465 21MWJUL1	13.92 .00	.00
CASH A 2021/07 INV 07/13/2021 ACCT 1200 DEPT 5000 DUE 07/14/2021 P O BOX 15124 ALBANY NY 12212-5124		A3051414 54671	13.92 1099:
1927 00001 VERIZON 185123 185123	186466 21MWJUL1	33.18 .00	.00
CASH A 2021/07 INV 07/13/2023 ACCT 1200 DEPT 4000 DUE 07/14/2023 P O BOX 15124 ALBANY NY 12212-5124		A3143314 54751	33.18 1099:
1927 00001 VERIZON 185124 185124	186467 21MWJUL1	503.17 .00	.00
CASH A 2021/07 INV 07/13/2023 ACCT 1200 DEPT 2000 DUE 07/14/2023 P O BOX 15124 ALBANY NY 12212-5124	SEP-CHK: N DISC: .00 DESC:651750664000132	A3021694 54670	503.17 1099:



1------

P 7 apinvent

CLERK: u101 BATCH: 3388	DOGUMENTE.	NEW INVOICES				
VENDOR REMIT NAME	DOCUMENT INVOICE PO	VOUCHER WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIR	E ERR
1927 00001 VERIZON	185125	186468 21MWJUL1				
				A3031654 54670 F3638334 54670 F3638334 54670 F3638334 54670 A3031494 54670 A3537214 54670 A3638184 54670 A3537114 54670 A3031444 54670	000 41.30 000 105.98 000 7.48 32.04 93.01 149.04 73.88 73.85 79.25 37.40 34.75 69.36 34.43 8.04	1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099:
6172 00001 VERIZON CONNECT	185126 OSV000002492519	186469 21MWJUL1	1,427.51	.00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 3000 DUE P.O. BOX 975544 DALLAS TX 75	07/14/2021 DESC:SARA	N DISC: .00		A3031654 54650	1,427.51	1099:
1831 00001 VERIZON WIRELESS	3 185127 9882636276	186470 21MWJUL1	29.84	.00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 5000 DUE P O BOX 408 NEWARK NJ 07101-		N DISC: .00 65788-00001		A3051414 54671	29.84	1099:
1831 00001 VERIZON WIRELESS	9882651549					
CASH A 2021/07 INV ACCT 1200 DEPT 1000 DUE P O BOX 408 NEWARK NJ 07101-	07/13/2021 SEP-CHK: 07/14/2021 DESC:8420 -0408	N DISC: .00 37333-00002		A3011474 54671	93.84	1099:
1831 00001 VERIZON WIRELESS	3 185129 9882586743	186472 21MWJUL1	96.60	.00	.00	
CASH A 2021/07 INV ACCT 1200 DEPT 2000 DUE P O BOX 408 NEWARK NJ 07101-	01/14/2021 DESC:4420	N DISC: .00 28324-00002		A3021694 54670	96.60	1099:



P 8 apinvent

CLERK: u101 BATCH: 3388			NEW INVOICE	S				
CLERK: u101 BATCH: 3388 VENDOR REMIT NAME	INVOICE PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIR	E ERR
1831 00001 VERIZON WIRELESS	185130 9882651548	186473	21MWJUL1					
CASH A 2021/07 INV ACCT 1200 DEPT 1000 DUE P O BOX 408 NEWARK NJ 07101-	07/13/2021 SEP-C 07/14/2021 DESC: 0408	HK: N DIS 842037333-0000	SC: .00		A3011214 54670 A3011434 54671		93.84 31.28	1099: 1099:
1831 00001 VERIZON WIRELESS	185131 98825973282	186474	21MWJUL1	210.90	.00	.00		
CASH A 2021/07 INV ACCT 1200 DEPT 7000 DUE P O BOX 408 NEWARK NJ 07101-	07/13/2021 SEP-C 07/14/2021 DESC: 0408	НК: Y DIS 480169107-0000	SC: .00		E3577164 54670		210.90	1099:
1831 00001 VERIZON WIRELESS	185132 9882586742	186475	21MWJUL1	320.54	.00	.00		
CASH A 2021/07 INV ACCT 1200 DEPT 5000 DUE P O BOX 408 NEWARK NJ 07101-	0408							1099:
1831 00001 VERIZON WIRELESS	185133 9882618305	186476	21MWJUL1	896.01	.00	.00		
CASH A 2021/07 INV ACCT 1200 DEPT 3000 DUE P O BOX 408 NEWARK NJ 07101-	07/13/2021 SEP-C 07/14/2021 DESC: 0408	HK: N DIS 642000522-0000	GC: .00		A3335014 54670 F3638344 54670 F3638344 54670 A3537114 54670 A3638194 54670 A3567174 54670 A3031654 54670 A3031494 54670 A3031494 54670 A3031444 54670	3000	427.34 31.28 37.99 31.28 17.02 31.28 31.28 31.28 31.28 225.98	1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099:
1831 00001 VERIZON WIRELESS	185134 9882599099	186477	21MWJUL1	961.76	.00	.00		
CASH A 2021/07 INV ACCT 1200 DEPT 4000 DUE P O BOX 408 NEWARK NJ 07101-	07/13/2021 SEP-C 07/14/2021 DESC:	HK: N DIS 486851008-0000	SC: .00		A3143414 54670		961.76	1099:
	185135 185135							
CASH A 2021/07 INV ACCT 1200 DEPT 3000 DUE P.O. BOX 4706 SYRACUSE NY 13	07/13/2021 SEP-C 07/14/2021 DESC: 221-4706	HK: N DIS DPW	SC: .00		F3638324 54650		21.18	1099:



P 9 apinvent

CLERK: u101 BATCH: 3388	DOCUMENT			NEW INVOICES					
VENDOR REMIT NAME	INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
319 00001 NATIONAL GRID	185136 185136		186479	21MWJUL1	1,899.56	.00	.00		
	07/13/2021 07/14/2021 221-4706	SEP-CHK: N DESC:DPW	DIS	SC: .00		A3567144 54650	3000 1,	899.56 1	1099:
319 00001 NATIONAL GRID	185137 185137		186480	21MWJUL1	27.91	.00	.00		
	07/13/2021 07/14/2021 221-4706	SEP-CHK: N DESC:DPW	DIS	SC: .00		F3638334 54650		27.91 1	1099:
6575 00003 DIRECT ENERGY BU	185138 185138		186481	21MWJUL1	4.86	.00	.00		
	07/13/2021 07/14/2021 0087-2179	SEP-CHK: N DESC:DPW	DIS	SC: .00		F3638334 54650		4.86 1	1099:
1927 00001 VERIZON	185139 185139		186482	21MWJUL1	558.54	.00	.00		
	07/13/2021 07/14/2021 2-5124	SEP-CHK: N DESC:DPW	DIS	sc: .00		A3031654 54670 A3031654 54670 A3638184 54670 A3537114 54670 A3335654 54670 A3567174 54670 F3638334 54670		75.62 1 36.81 1 38.43 1 148.87 1	1099: 1099: 1099: 1099: 1099: 1099:
41 APPROVED UNPAID	INVOICES	T	OTAL		763,340.13				
41 INVOICE(S)		RE	PORT POST	TOTAL	763,340.13				



CITY OF SARATOGA SPRINGS LIVE 21MWJUL1 07/14/2021 08:07 u101

P 10 apinvent

CLERK: u101 BATCH: 3388 ACCOUNT DISTRIBUTION SUMMARY

A3 A3 A3 A3 A3		A -30-1-1420-4-54440 - A -30-1-1430-4-54671 - A -30-1-1431-4-54671 - A -30-1-1431-8-58010 -	DESCRIPTION PHONES BOOKS PUBLICATI PHONES & FAX PHONES & FAX	93.84 89.61 31.28	REMAINING BUDGET 1,444.89 962.34
A3 A3 A3 A3 A3 A3	011424	A -30-1-1420-4-54440 - A -30-1-1430-4-54671 - A -30-1-1431-4-54671 - A -30-1-1431-8-58010 -	BOOKS PUBLICATI PHONES & FAX PHONES & FAX	89.61 31.28	962.34
A3 A3 A3 A3 A3 A3	011424	A -30-1-1420-4-54440 - A -30-1-1430-4-54671 - A -30-1-1431-4-54671 - A -30-1-1431-8-58010 -	BOOKS PUBLICATI PHONES & FAX PHONES & FAX	89.61 31.28	962.34
A3 A3 A3 A3 A3	011434 A 011474 A 011478 A 011478 A 021694 A	A -30-1-1430-4-54671 - A -30-1-1431-4-54671 - A -30-1-1431-8-58010 -	PHONES & FAX	31.28	1 077 05
A3 A3 A3	011478 A 011478 A 021694 A	A -30-1-1431-8-58010 -		00 04	1,077.85
A3 A3	011478 A 021694 A	A -30-1-1431-8-58010 - A -30-1-1431-8-58016 -		93.84	2,055.87
A3	021694 A	A -30-1-1431-8-58016 -	HOSPITALIZATION	2,628.41	13,140.46
			DENTAL PREMIUMS	42.00	210.00
A 31			PHONES	609.12	5,842.05
- 0	021094 F	A -30-2-1681-4-54740 -	SERVICE CONTRAC	5,521.32	146,084.91
A31	031444 A	A -30-3-1440-4-54670 -	PHONES	234.02	1,394.30
A31	031494 A	A -30-3-1490-4-54670 -	PHONES	68.68 41.70	1,902.52 45,223.18
A 3 1	031624 A	A -30-3-1620-4-54650 - A -30-3-1621-4-54650 -	UTILITIES VC UTILITIES	109.62	7,434.17
Α3	031654 A	A -30-3-1621-4-54650 -	UTILITIES	1,509.24	7,457.31
Δ3	031654	A -30-3-1623-4-54670 -	PHONES	276.83	2,524.72
A 3	051414 A	A -30-5-1410-4-54671 -	PHONES & FAX	364.30	2,456.56
A3:	143014 A	A -31-4-3010-4-54740 -	SERVICE CONTRAC	11.57	477.94
A3:	143124 A	A -31-4-3120-4-54650 -	UTILITIES	81.62	604.65
A3:	143124 A	A -31-4-3120-4-54720 -	SERVICE CONTRAC	1,379.42	32,608.31
A3:	143124 A	A -31-4-3120-4-54740 -	SERVICE CONTRAC	255.54	80,967.63
A3:	143314 A	A -31-4-3310-4-54650 -	UTILITIES	51.29	851.34
	143314 A		UTILITIES TRAFF	822.88	14,234.68
	143414 A		OFFICE SUPPLIES	8.04	1,684.97
A3:	143414 A	A -31-4-3410-4-54650 -	UTILITIES	243.48	7,637.30
A3.	143414 A	A -31-4-3410-4-54670 -	PHONES	961.76	13,647.77
A3.	335014 A	A -33-3-5010-4-54670 -	PHONES	427.34	2,768.07
A3.	335184 A	A -33-3-5182-4-54750 - A -33-3-5650-4-54670 -	STREET LIGHTING PHONES	31,955.50 148.87	254,357.54 715.73
A3.	537114 A	A -35-3-5650-4-54670 -	UTILITIES	356.39	31,006.47
A3:	537114 A	A -35-3-7110-4-54670 -	PHONES	104.14	409.99
Α3.	537214	A -35-3-7110-4-54670 -	PHONES	34.75	181.50
Δ3	567144 A	A -35-6-7140-4-54650 -3000	UTILITIES	2,450.89	5,429.58
A3.	567174 A	A -35-6-7171-4-54650 -3000	UTILITIES	72.38	11,285.59
	567174 A	A -35-6-7171-4-54670 -3000	PHONES	174.62	1,078.10
A3!	567194 A	A -35-6-7181-4-54650 -3000	UTILITIES	1,697.74	24,708.43
A3.	567194 A	A -35-6-7181-4-54670 -3000	PHONES	154.76	755.54
	638184 A		PHONES	106.17	636.08
	638194 A		UTILITIES	203.03	1,384.25
A3	638194 A	A -36-3-8185-4-54670 -	PHONES	17.02	230.99
	719068 A		HOSPITALIZATION	22,927.34	109,373.44
	719068 A		HRA ADMINISTRAT	21.90	131.40
	719068 A		DENTAL PREMIUMS	723.33 18,720.41	2,799.78 115,055.88
A.3	729068 A	A -37-2-9060-8-58010 - A -37-2-9060-8-58016 -	HOSPITALIZATION	18,720.41 402.49	2,012.45
	739068 A		DENTAL PREMIUMS HOSPITALIZATION	125,266.93	800,584.15
	739068 A		HOSPITALIZATION HRA ADMINISTRAT	125,266.93	657.00
Δ ζ '	739068	A -37-3-9000-8-58016 -	DENTAL PREMIUMS	2,397.15	11,190.59
A3'	749068	A -37-4-9060-8-58010 -	HOSPITALIZATION	396,158.92	2,084,921.69
	749068 A		HRA ADMINISTRAT	861.40	4,414.40
	749068 A		DENTAL PREMIUMS	4,934.53	17,192.81
	749098 A	A -37-4-9090-8-58015 -	FSA ADMINISTRAT	75.00	300.00
A3'	759068 A	A -37-5-9060-8-58010 -	HOSPITALIZATION	15,691.57	97,739.53



P 11 apinvent

CLERK: u101 BATCH: 3388 ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
	A3759068		HRA ADMINISTRAT	14.60	87.60
	A3759068		DENTAL PREMIUMS	209.33	1,425.97
	A3769068		HOSPITALIZATION	8,138.74	51,105.37
	A3769068		HOSPITALIZATION	14,986.54	124,454.52
	A3769068		DENTAL PREMIUMS	126.00	2,104.21
	A3769068		DENTAL PREMIUMS	84.00	336.00
	E3475654		UTILITIES	1,759.19	8,600.23
	E3577164		UTILITIES	9,586.79	80,793.37
	E3577164		PHONES	435.85	2,540.79
	E3577168		HOSPITALIZATION	1,175.32	114,545.11
	F3638324		UTILITIES	2,239.58	27,510.80
	F3638334		UTILITIES	25,305.78	238,662.59
	F3638334		PHONES	477.89	1,231.42
	F3638344		PHONES	69.27	354.10
	F3739068		HOSPITALIZATION	32,543.41	169,116.67
	F3739068		DENTAL PREMIUMS	1,055.68	2,538.58
	G3638124		UTILITIES	6,221.24	1,717.96
	G3739068		HOSPITALIZATION	16,766.85	93,059.05
	G3739068	G -37-3-9060-8-58016 -	DENTAL PREMIUMS	420.59	554.10

REPORT TOTALS

763,340.13



07/14/2021 08:07 u101 CITY OF SARATOGA SPRINGS LIVE 21MWJUL1

P 12 apinvent

CLERK: u101

YEAR PER JNL		ACCOUNTED DECC	EL OD	DEDIE	CD ED TE
SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2	REF 3	ACCOUNT DESC LINE DESC	Т ОВ	DEBIT	CREDIT
2021 7 122					
API A3011478-58010		HOSPITALIZATION		2,628.41	
07/14/2021 W 21MWJUL1 006950	185099	111708		2,020.11	
API A3719068-58010		HOSPITALIZATION		22,927.34	
07/14/2021 W 21MWJUL1 006950	185099	111708		,	
API A3729068-58010		HOSPITALIZATION		18,720.41	
07/14/2021 W 21MWJUL1 006950	185099	111708		•	
API A3739068-58010		HOSPITALIZATION		125,266.93	
07/14/2021 W 21MWJUL1 006950	185099	111708			
API A3749068-58010		HOSPITALIZATION		396,158.92	
07/14/2021 W 21MWJUL1 006950	185099	111708			
API A3759068-58010		HOSPITALIZATION		15,691.57	
07/14/2021 W 21MWJUL1 006950	185099	111708			
API A3769068-58010	105000	HOSPITALIZATION		8,138.74	
07/14/2021 W 21MWJUL1 006950	185099	111708		14 006 54	
API A3769068-58010-3000	105000	HOSPITALIZATION		14,986.54	
07/14/2021 W 21MWJUL1 006950	185099	111708		1 175 22	
API E3577168-58010	105000	HOSPITALIZATION		1,175.32	
07/14/2021 W 21MWJUL1 006950 API F3739068-58010	185099	111708 HOSPITALIZATION		32,543.41	
07/14/2021 W 21MWJUL1 006950	185099	111708		32,343.41	
API G3739068-58010	103077	HOSPITALIZATION		16,766.85	
07/14/2021 W 21MWJUL1 006950	185099	111708		10,700.03	
API E3577164-54650	103077	UTILITIES		4,173.84	
07/14/2021 W 21MWJUL1 007199	185100	201783308-1		1,1,5,01	
API A3335184-54750		STREET LIGHTING		69.72	
07/14/2021 W 21MWJUL1 007199	185101	7603069019			
API G3638124-54650		UTILITIES		13.40	
07/14/2021 W 21MWJUL1 006575	185102	DPW			
API F3638334-54650		UTILITIES		18.31	
07/14/2021 W 21MWJUL1 006575	185102	DPW		0.5.55	
API A3567174-54650-3000	105100	UTILITIES		27.75	
07/14/2021 W 21MWJUL1 006575 API A3031624-54650	185102	DPW		0.00	
07/14/2021 W 21MWJUL1 006575	185102	UTILITIES DPW		9.98	
API A3567194-54650-3000	103102	UTILITIES		1,088.70	
07/14/2021 W 21MWJUL1 006575	185102	DPW		1,000.70	
API A3537114-54650	103102	UTILITIES		207.44	
07/14/2021 W 21MWJUL1 006575	185102	DPW		207.11	
API A3031634-54650	103102	VC UTILITIES		45.85	
07/14/2021 W 21MWJUL1 006575	185102	DPW			
API A3567144-54650-3000		UTILITIES		2.85	
07/14/2021 W 21MWJUL1 006575	185102	DPW			
API A3143414-54650		UTILITIES		42.63	
07/14/2021 W 21MWJUL1 006575	185103	DPS			
API A3143414-54650		UTILITIES		12.41	
07/14/2021 W 21MWJUL1 006575	185103	DPS		1.4.40	
API A3143314-54650		UTILITIES		14.40	



P 13 apinvent

YEAR PER JNL		1.GGOVPT DEGG	T 0D DEDITE	CDUDIE
SRC ACCOUNT EFF DATE JNL DESC REF 1 F	REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB DEBIT	CREDIT
07/14/2021 W 21MWJUL1 006575	185103	DPS		
API E3577164-54650	105104	UTILITIES	197.88	
07/14/2021 W 21MWJUL1 006575 API A3021694-54740	185104	71339049245 SERVICE CONTRACTS - EQUIPMENT	4 216 22	
07/14/2021 W 21MWJUL1 008873 2	210183 185105	B11184	4,210.32	
POL A3021694-54740	103103	SERVICE CONTRACTS - EQUIPMENT	4	4,216.32
07/14/2021 LIQ/INV 008873 2	210183 185105	B11184 202		
API A3011478-58016 07/14/2021 W 21MWJUL1 007828	185106	DENTAL PREMIUMS 00 544643	42.00	
API A3719068-58016	165100	DENTAL PREMIUMS	723.33	
07/14/2021 W 21MWJUL1 007828	185106	00 544643	, 20, 33	
ADT A2729069_59016		DENTAL PREMIUMS	402.49	
07/14/2021 W 21MWJUL1 007828 API A3739068-58016	185106	00 544643 DENTAL PREMIUMS	2,397.15	
07/14/2021 W 21MWJUL1 007828	185106	00 544643	2,397.13	
NDT E2720060 E0016		DENTAL PREMIUMS	1,055.68	
07/14/2021 W 21MWJUL1 007828	185106	00 544643	400 50	
API G3739068-58016 07/14/2021 W 21MWJUL1 007828	185106	DENTAL PREMIUMS 00 544643	420.59	
ADT A27/0060 E0016		DENTAL PREMIUMS	4,934.53	
07/14/2021 W 21MWJUL1 007828	185106	00 544643	•	
ADT A3759068-58016		DENTAL PREMIUMS	209.33	
07/14/2021 W 21MWJUL1 007828 API A3769068-58016	185106	00 544643 DENTAL PREMIUMS	126.00	
07/14/2021 W 21MWJUL1 007828	185106	00 544643	120.00	
ADT A3769069_59016_3000		DENTAL PREMIUMS	84.00	
07/14/2021 W 21MWJUL1 007828	185106	00 544643	00 61	
API A3011424-54440 07/14/2021 W 21MWJUL1 006200	185107	BOOKS PUBLICATIONS & SUBSCRITI 42532P5K7	89.61	
API A3335184-54750	103107	STREET LIGHTING	3,539.94	
07/14/2021 W 21MWJUL1 000319	185108	DPW	•	
API F3638334-54650	105100	UTILITIES	25,220.61	
07/14/2021 W 21MWJUL1 000319 API G3638124-54650	185108	DPW UTILITIES	4,314.71	
07/14/2021 W 21MWJUL1 000319	185108	DPW	4,514.71	
API G3638124-54650		UTILITIES	1,280.05	
07/14/2021 W 21MWJUL1 000319	185108	DPW	2 219 40	
API F3638324-54650 07/14/2021 W 21MWJUL1 000319	185108	UTILITIES DPW	2,218.40	
API A3335184-54750	103100	STREET LIGHTING	28,345.84	
07/14/2021 W 21MWJUL1 000319	185108	DPW		
API A3031624-54650 07/14/2021 W 21MWJUL1 000319	185108	UTILITIES	31.72	
API G3638124-54650		DPW UTILITIES	613.08	
07/14/2021 W 21MWJUL1 000319	185108	DPW	013.00	
API A3638194-54650		UTILITIES	203.03	
07/14/2021 W 21MWJUL1 000319 API A3567144-54650-3000	185108	DPW IITI TTTES	548.48	
07/14/2021 W 21MWJUL1 000319	185108	UTILITIES DPW	548.48	
J., II, 2021 H ZIIMOOLI 000319	103100			



P 14 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 F3638334-54650		UTILITIES	34.09	
07/14/2021 W 21MWJUL1 000319 API A3567194-54650-3000		DPW UTILITIES	609.04	
07/14/2021 W 21MWJUL1 000319	185108	DPW	009.04	
API A3031654-54650 07/14/2021 W 21MWJUL1 000319		UTILITIES DPW	81.73	
$\Delta D = \Delta A D A A \Delta A \Delta$		VC UTILITIES	63.77	
07/14/2021 W 21MWJUL1 000319	185108	DPW UTILITIES	44.63	
API A3567174-54650-3000 07/14/2021 w 21MWJUL1 000319	185108	DPW	44.63	
API A3537114-54650 07/14/2021 W 21MWJUL1 000319		UTILITIES	148.95	
λDT λ21/1221/1_5/1650		DPW UTILITIES DPS UTILITIES TRAFFIC LIGHTS	36.89	
07/14/2021 W 21MWJUL1 000319	185109	DPS	140 14	
API A3143314-54751 07/14/2021 w 21MWJUL1 000319				
API A3143314-54/51		UTILITIES TRAFFIC LIGHTS	215.19	
07/14/2021 W 21MWJUL1 000319 API A3143314-54751		DPS UTILITIES TRAFFIC LIGHTS	267.28	
07/14/2021 W 21MWJUL1 000319	185109	DPS	21.60	
API A3143124-54650 07/14/2021 W 21MWJUL1 000319		UTILITIES DPS	81.62	
λDT λ21/1221/1_5/1751		UTILITIES TRAFFIC LIGHTS	159.09	
07/14/2021 W 21MWJUL1 000319 API A3143414-54650		DPS IITTI.TTTES	188 44	
07/14/2021 W 21MWJUL1 000319	185109	DPS	100.11	
API E3577164-54650 07/14/2021 w 21MWJUL1 000319		UTILITIES CITY CENTER	21.23	
API E3577164-54650	103110	UTILITIES	176.26	
API E357/164-54650 07/14/2021 W 21MWJUL1 000319 API E3577164-54650	185110	CITY CENTER	5 017 58	
07/14/2021 W 21MWJUL1 000319	185110	CITY CENTER	3,017.30	
API E3475654-54650 07/14/2021 w 21MWJUL1 000319		UTILITIES CITY CENTER	1,310.19	
API A3143414-54110	103110	OFFICE SUPPLIES	8.04	
API A3143414-54110 07/14/2021 W 21MWJUL1 000223 API A3143014-54740	185111	UTILITIES TRAFFIC LIGHTS DPS UTILITIES TRAFFIC LIGHTS DPS UTILITIES DPS UTILITIES TRAFFIC LIGHTS DPS UTILITIES TRAFFIC LIGHTS DPS UTILITIES CITY CENTER UT	11 57	
07/14/2021 W 21MWJUL1 000223	185112	4167058	11.57	
API A3143124-54740 07/14/2021 W 21MWJUL1 000223	185113	4601150		
API A3143124-54740		SERVICE CONTRACTS - EQUIPMENT	27.54	
07/14/2021 W 21MWJUL1 000223 210089 POL A3143124-54740	185114	91219925 SERVICE CONTRACTS - EOUIPMENT		27.54
07/14/2021 LIQ/INV 000223 210089	185114	91219925 ~ 202	21	27.54
API A3143124-54740 07/14/2021 W 21MWJUL1 000223	185115	SERVICE CONTRACTS - EQUIPMENT 5062301214	208.94	
ADT A3719068-58013		HRA ADMINISTRATIVE FEE	21.90	
07/14/2021 W 21MWJUL1 006205	185116	06/29/2021	100 50	
API A3739068-58013		HRA ADMINISTRATIVE FEE	109.50	



P 15 apinvent

YEAR PER JNL				
SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2	REF 3	ACCOUNT DESC T OB LINE DESC	DEBIT	CREDIT
07/14/2021 W 21MWJUL1 006205	185116	06/29/2021		
API A3749068-58013		HRA ADMINISTRATIVE FEE	861.40	
07/14/2021 W 21MWJUL1 006205	185116	06/29/2021	14.60	
API A3759068-58013 07/14/2021 W 21MWJUL1 006205	185116	HRA ADMINISTRATIVE FEE 06/29/2021	14.60	
API A3749098-58015	103110	FSA ADMINISTRATIVE FEE	75.00	
07/14/2021 W 21MWJUL1 006205	185116	06/29/2021		
API E3577164-54670	105115	PHONES	224.95	
07/14/2021 W 21MWJUL1 008695 API E3475654-54650	185117	202-487086104-001 UTILITIES	449.00	
07/14/2021 W 21MWJUL1 008695	185118	202-487110305-001	449.00	
API A3021694-54740		SERVICE CONTRACTS - EQUIPMENT	1,305.00	
07/14/2021 W 21MWJUL1 007350	185119	37216	1 250 40	
API A3143124-54720 07/14/2021 W 21MWJUL1 007350 210075	185120	SERVICE CONTRACTS - PROF SERV 36454	1,379.42	
POL A3143124-54720	103120			1,379.42
07/14/2021 LIQ/INV 007350 210075	185120	SERVICE CONTRACTS - PROF SERV 4 36454 2021		,
API A3021694-54670	105101	PHONES	9.35	
07/14/2021 W 21MWJUL1 001927 API A3051414-54671	185121	651/5046800019/	13.92	
07/14/2021 W 21MWJUL1 001927	185122	651750659000139	13.92	
API A3143314-54751		UTILITIES TRAFFIC LIGHTS	33.18	
07/14/2021 W 21MWJUL1 001927	185123	851750523000172	E02 15	
API A3021694-54670 07/14/2021 W 21MWJUL1 001927	185124	PHONES 651750664000132	503.17	
API A3567194-54670-3000	103124	PHONES	41.30	
07/14/2021 W 21MWJUL1 001927	185125	DPW		
API A3567194-54670-3000	105105	PHONES	105.98	
07/14/2021 W 21MWJUL1 001927 API A3567194-54670-3000	185125	DHONES	7.48	
07/14/2021 W 21MWJUL1 001927	185125	SERVICE CONTRACTS - PROF SERV 4 36454 2021 PHONES 651750468000197 PHONES & FAX 651750659000139 UTILITIES TRAFFIC LIGHTS 851750523000172 PHONES 651750664000132 PHONES DPW PHONES DPW PHONES DPW PHONES DPW PHONES DPW PHONES	7.40	
API A3031654-54670		PHONES	32.04	
07/14/2021 W 21MWJUL1 001927	185125	DPW		
API A3031654-54670 07/14/2021 W 21MWJUL1 001927	185125	PHONES DPW	93.01	
API F3638334-54670	103123	PHONES	149.04	
07/14/2021 W 21MWJUL1 001927	185125	DPW	== ==	
API F3638334-54670 07/14/2021 W 21MWJUL1 001927	185125	PHONES	73.88	
API F3638334-54670	103123	DPW PHONES	73.85	
07/14/2021 W 21MWJUL1 001927	185125	DPW	73.03	
API F3638334-54670		PHONES	79.25	
07/14/2021 W 21MWJUL1 001927 API A3031494-54670	185125	DPW PHONES	37.40	
07/14/2021 W 21MWJUL1 001927	185125	DPW	37.40	
API A3537214-54670		PHONES	34.75	
07/14/2021 W 21MWJUL1 001927	185125	DPW	60.35	
API A3638184-54670 07/14/2021 W 21MWJUL1 001927	185125	PHONES DPW	69.36	
O / / T# / ZOZI M ZIMMOOFI OOTAZ/	TOSTAS	DEM		



P 16 apinvent

YEAR PER JNL					
SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2	REF 3	ACCOUNT DESC LINE DESC	т ов	DEBIT	CREDIT
API A3537114-54670	105105	PHONES		34.43	
07/14/2021 W 21MWJUL1 001927 API A3031444-54670	185125	DPW PHONES		8.04	
07/14/2021 W 21MWJUL1 001927	185125	DPW		3.01	
API A3031654-54650	105106	UTILITIES		1,427.51	
07/14/2021 W 21MWJUL1 006172 API A3051414-54671	185126	SARA007 PHONES & FAX		29.84	
07/14/2021 W 21MWJUL1 001831	185127	742065788-00001			
API A3011474-54671	105100	PHONES & FAX		93.84	
07/14/2021 W 21MWJUL1 001831 API A3021694-54670	185128	842037333-00002 PHONES		96.60	
07/14/2021 W 21MWJUL1 001831	185129	442028324-00002			
API A3011214-54670	105120	PHONES		93.84	
07/14/2021 W 21MWJUL1 001831 API A3011434-54671	185130	842037333-00001 PHONES & FAX		31.28	
07/14/2021 W 21MWJUL1 001831	185130	842037333-00001		51.20	
API E3577164-54670	105101	PHONES		210.90	
07/14/2021 W 21MWJUL1 001831 API A3051414-54671	185131	480169107-00001 PHONES & FAX		320.54	
07/14/2021 W 21MWJUL1 001831	185132	442028324-00001		320.34	
API A3335014-54670		PHONES		427.34	
07/14/2021 W 21MWJUL1 001831 API F3638344-54670	185133	642000522-00001 PHONES		31.28	
07/14/2021 W 21MWJUL1 001831	185133	642000522-00001		51.20	
API F3638344-54670	105100	PHONES		37.99	
07/14/2021 W 21MWJUL1 001831 API A3537114-54670	185133	642000522-00001 PHONES		31.28	
07/14/2021 W 21MWJUL1 001831	185133	642000522-00001		51.20	
API A3638194-54670		PHONES		17.02	
07/14/2021 W 21MWJUL1 001831 API A3567174-54670-3000	185133	642000522-00001 PHONES		31.28	
07/14/2021 W 21MWJUL1 001831	185133	642000522-00001		31.20	
API A3031654-54670		PHONES		31.28	
07/14/2021 W 21MWJUL1 001831 API F3638334-54670	185133	642000522-00001 PHONES		31.28	
07/14/2021 W 21MWJUL1 001831	185133	642000522-00001		31.20	
API A3031494-54670	105100	PHONES		31.28	
07/14/2021 W 21MWJUL1 001831 API A3031444-54670	185133	642000522-00001 PHONES		225.98	
07/14/2021 W 21MWJUL1 001831	185133	642000522-00001		223.90	
API A3143414-54670		PHONES		961.76	
07/14/2021 W 21MWJUL1 001831 API F3638324-54650	185134	486851008-00001 UTILITIES		21.18	
07/14/2021 W 21MWJUL1 000319	185135	DPW		21.10	
API A3567144-54650-3000	105101	UTILITIES		1,899.56	
07/14/2021 W 21MWJUL1 000319 API F3638334-54650	185136	DPW UTILITIES		27.91	
07/14/2021 W 21MWJUL1 000319	185137	DPW		△ / • ⊅⊥	
API F3638334-54650		UTILITIES		4.86	



P 17 apinvent

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
07/14/2021 W 21MWJUL1 006575 API A3031654-54670	185138	DPW PHONES		44.88	
07/14/2021 W 21MWJUL1 001927 API A3031654-54670	185139	DPW PHONES		75.62	
07/14/2021 W 21MWJUL1 001927 API A3638184-54670	185139	DPW PHONES		36.81	
07/14/2021 W 21MWJUL1 001927 API A3537114-54670	185139	DPW PHONES		38.43	
07/14/2021 W 21MWJUL1 001927 API A3335654-54670	185139	DPW PHONES		148.87	
07/14/2021 W 21MWJUL1 001927 API A3567174-54670-3000	185139	DPW PHONES		143.34	
07/14/2021 W 21MWJUL1 001927 API F3638334-54670	185139	DPW PHONES		70.59	
07/14/2021 W 21MWJUL1 001927	185139	DPW		70.59	
		GENERAL LEDGER TOTAL		763,340.13	.00
API A-2600		ACCOUNTS PAYABLE			665,282.69
07/14/2021 W 21MWJUL1 B 3388 API E-2600		ACCOUNTS PAYABLE			12,957.15
07/14/2021 W 21MWJUL1 B 3388 API F-2600		ACCOUNTS PAYABLE			61,691.61
07/14/2021 W 21MWJUL1 B 3388 API G-2600		ACCOUNTS PAYABLE			23,408.68
07/14/2021 W 21MWJUL1 B 3388 POL A-1521		ENCUMBRANCES			5,623.28
07/14/2021 W 21MWJUL1 B 3388 POL A-2963 07/14/2021 W 21MWJUL1 B 3388		BUDGETARY FUND BALANCE RES ENG	C	5,623.28	
		SYSTEM GENERATED ENTRIES TOTAL		5,623.28	768,963.41
		JOURNAL 2021/07/122 TOTAL		768,963.41	768,963.41
2021 7 122 API A-1522		EXPENDITURES		665,282.69	
07/14/2021 W 21MWJUL1 B 3388 API E-1522		EXPENDITURES		12,957.15	
07/14/2021 W 21MWJUL1 B 3388				61,691.61	
API F-1522 07/14/2021 W 21MWJUL1 B 3388		EXPENDITURES		·	
API G-1522 07/14/2021 w 21MWJUL1 B 3388		EXPENDITURES		23,408.68	



P 18 apinvent

FUND ACCOUNT	YEAR PER	JNL	EFF DATE ACCOUNT DESCRIPTION	DEBIT	CREDIT
A GENERAL FUND A-1521 A-1522	2021 7	122	07/14/2021 ENCUMBRANCES EXPENDITURES	665,282.69	5,623.28
A-2600 A-2963			ACCOUNTS PAYABLE BUDGETARY FUND BALANCE	,	665,282.69
			FUN	ND TOTAL 670,905.97	670,905.97
E CITY CENTER AUTHORITY E-1522 E-2600	2021 7	122	07/14/2021 EXPENDITURES ACCOUNTS PAYABLE	12,957.15	12,957.15
			FUN	ND TOTAL 12,957.15	12,957.15
F WATER FUND F-1522 F-2600	2021 7	122	07/14/2021 EXPENDITURES ACCOUNTS PAYABLE	61,691.61	61,691.61
			FUN	ND TOTAL 61,691.61	61,691.61
G SEWER FUND G-1522 G-2600	2021 7	122	07/14/2021 EXPENDITURES ACCOUNTS PAYABLE	23,408.68	23,408.68
			FUN	ID TOTAL 23,408.68	23,408.68

^{**} END OF REPORT - Generated by Stefanie Richards **



07/19/2021 10:46 u73 CITY OF SARATOGA SPRINGS LIVE CITY OF SARATOGA SPRINGS WARRANT REPORT P 1 apwarrnt

DATE: 07/20/2021 WARRANT: 21JUL2 AMOUNT: \$ 326,402.31

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.



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE U73 DETAIL INVOICE LIST

VENDOR	G/L ACCOUNTS	R PO	О ТҮРЕ	DUE DA	ATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
8027	3 RINGS PTS, LLC 1 E3475654 54720	00000 23 OFF ST PA	10040 INV AR PROF Net	07/20/2 SER	2021 CH	514,519 11,425.00 11,425.00 ECK TOTAL 11,425.00	185140	186483	
8211	AAIA POWERFLO TECHNOLO 1 F3638334 54330	00000 WAT TRT (Invoice	INV CS REP M Net	07/20/2 AN EQ	2021 CH	\$2392760.001 900.00 900.00 ECK TOTAL 900.00	185141	186484	
7969	ABSOLUTE PEST CONTROL, 1 A3567174 54720 3000 2 A3567194 54720 3000	TCE RIN (CS PROF	SER		576028,576029 60.00 140.00 200.00 ECK TOTAL 200.00		186485	
4140	ACCURATE PEST CONTROL 1 E3577164 54720	00000 CCA CS		07/20/2 SER	2021		185143	186486	
<u>5045</u>	ADIRONDACK SIGN COMPAN 1 A3335014 54180	00000 STREETS (Invoice	CS OTHER	SUPP		24608 620.00 620.00 ECK TOTAL 620.00	185145	186488	
2785	ADIRONDACK TIRE CORP 1 A3567144 54510 3000	00001 REC EXP (Invoice	INV CS REP M	07/20/2 AN VE	2021	0785676 30.00 30.00	185146	186489	
2785	ADIRONDACK TIRE CORP 1 A3143124 54510	00001	INV S REP M	07/20/2 AN VE			185147	186490	
<u>5400</u>	AIRGAS EAST 1 A3143314 54390	00001 TRAF CO (Invoice	INV CS MAINT Net	07/20/2 SUPP	2021 CH	9980592585 33.30 33.30 ECK TOTAL 33.30	185148	186491	
31	ALLERDICE BUILDING SUP 1 A3143414 54200 2 A3143414 54200 3 A3143414 54610 4 A3143124 54180	00001 FIRE CS FIRE CS FIRE CS POLICE CS	INV HOUSE HOUSE REP M	07/20/2 SUPP SUPP AN BU SUPP	2021	185149 31.98 7.99 7.54 13.16 60.67 ECK TOTAL 60.65	185149	186492	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE U73 DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 21JUL2 07/20/2021

VENDOR	G/L ACCOUNTS	R PO	TYPE DUE DATE	INVOICE/AMOUNT	.	DOCUMENT	VOUCHER	CHECK
<u>31</u>	ALLERDICE BUILDING SUP 1 E3577164 54140	00001 CCA CS Invoice Net	INV 07/20/2021 JANIT SUPP	185150 149.72 149.72 CHECK TOTAL	149.72	185150	186493	
33	TRAK EQUIPMENT RENTAL 1 A3143414 54330	00002 FIRE CS Invoice Net	INV 07/20/2021 REP MAN EQ	110433 101.99 101.99 CHECK TOTAL	101.99	185151	186494	
<u>7550</u>	AMAZON CAPITAL SERVICE 1 A3537114 54610 2 A3335014 54180 3 A3537114 54610 4 A3537114 54610	00000 PK CAS CS STREETS CS PK CAS CS PK CAS CS Invoice Net	INV 07/20/2021 REP MAN BU OTHER SUPP REP MAN BU REP MAN BU	185152 226.78 824.25 471.61 -192.58 1,330.06		185152	186495	
<u>7550</u>	AMAZON CAPITAL SERVICE 1 A3051414 54573	00000 ACCT CS Invoice Net	INV 07/20/2021 RS PROGRAM	11 <u>VWMGLV9WTY</u> 26.97 26.97		185153	186496	
<u>7550</u>	AMAZON CAPITAL SERVICE 1 A3143124 54140	00000 POLICE CS Invoice Net	INV 07/20/2021 JANIT SUPP	1MGH9CLGM16N 35.99 35.99		185154	186497	
<u>7550</u>	AMAZON CAPITAL SERVICE 1 A3143414 54110	00000 FIRE CS Invoice Net	INV 07/20/2021 OFFICE SUP	17V6VWN9WVHJ 44.95 44.95		185155	186498	
<u>7550</u>	AMAZON CAPITAL SERVICE 1 A3021694 54330		INV 07/20/2021 REP MAN EQ	13D4409RKR4D 169.77 169.77 CHECK TOTAL	1,607.74	185156	186499 —	
6319	ANIMAL CARE EQUIPMENT 1 A3143124 54180	00000 <u>21020</u> POLICE CS Invoice Net	5 INV 07/21/2021 OTHER SUPP	93452 414.58 414.58 CHECK TOTAL	414.58	185144	186487	
<u>2188</u>	B & B PLUMBING & HEATI 1 E3577164 54610	00000 CCA CS Invoice Net	INV 07/20/2021 REP MAN BU	21087 1,804.25 1,804.25 CHECK TOTAL	1,804.25	185157	186500	
7314	THERESA BARCHUK 1 A3143324 54160	00000 ONST PA CS Invoice Net		185158 140.72 140.72 CHECK TOTAL	140.72	185158	186501 —	
113	BARTON & LOGUIDICE D. 1 H3517142 52000 1270		CAP PROJ O	$\begin{array}{c} 1,466.70 \\ 1,466.70 \end{array}$		185159	186502	

P 3 apwarrnt



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE DETAIL INVOICE LIST

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUN	T	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,466.70		_	
3152	BOBCAT OF SARATOGA LLC 1 A3335014 54510	00001 STREET Invo:	TS CS ice Net	INV REP MA		P10555 152.07 152.07 CHECK TOTAL		185161	186504	
		Invo	ice Net		07/20/2021 FRANS	70.00 CHECK TOTAL	70 00	185162	186505	
<u>7426</u>	BPI MECHANICAL SERVICE 1 A3143414 54720	00000 FIRE (21014 CS	6 INV PROF S	07/20/2021 SER	15447 3,780.84 3,780.84		185164	186507	
7426	BPI MECHANICAL SERVICE 1 A3567194 54720 3000	00000 ICE R	21000	3 INV PROF S	07/20/2021 SER	15389		185165	186508	
7426	BPI MECHANICAL SERVICE 1 A3143414 54720	00000 FIRE 0	21014	6 INV PROF S		15210	4,561.28	185166	186509	
<u>764</u>	<u>SPORTS SUPPLY GROUP IN</u> 1 <u>A3567144 548613 6001</u>	REC EX	XP CS ice Net	SPORTS	SSUP	912998334 203.10 203.10 CHECK TOTAL	203.10	185169	186512	
143	CAPITAL TRACTOR INC 1 A3335014 54510	00000 STREET Invo	TS CS ice Net	INV REP MA	07/20/2021 AN VE	PG45199 561.63 561.63 CHECK TOTAL	561.63	185170	186513 -	
417	CASELLA WASTE SERVICES 1 E3577164 54720	CCA C	21001 S ice Net	PROF S	SER	2298346 65.65 65.65 CHECK TOTAL	65.65	185171	186514	
129	CATHOLIC CHARITIES 1 Y3618654 54494 475	PUB SI	ER CS ice Net	SHELTE	07/20/2021 ERS O	103,104 1,680.00 1,680.00 CHECK TOTAL		185172	186515	
<u>5598</u>	CDPHP UNIVERSAL BENEFI 1 E3577168 58010	00001 CCA EI Invo:	B ice Net	INV HOSPIT	07/20/2021 FALIZ	211650001247 12,132.95 12,132.95 CHECK TOTAL		185173	186516 -	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE P 5 apwarrnt

VENDOR	G/L ACCOUNTS	R PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
2948	CDW GOVERNMENT INC 1 A3021694 54110	00001 DPN CS Invoice Ne	OFFICE	07/20/2021 E SUP	<u>F997183</u> 172.30 172.30	185174	186517	
2948	CDW GOVERNMENT INC 1 A3021692 52230	00001 DPN EQ CAP Invoice Ne	INV HARDW	07/20/2021 ARE	72.30 <u>G507737</u> 798.53 798.53 CHECK TOTAL 970.83	185175	186518	
<u>136</u>	CERTIFIED AMBULANCE GR 1 A3143414 54771	00000 FIRE CS Invoice Ne	INS RE	07/20/2021 EC SC	SSF-0721 56.63 56.63 CHECK TOTAL 56.63	185176	186519 —	
<u>4904</u>	CLASS C SOLUTIONS GROU 1 A3335014 54510	00001 STREETS CS Invoice Ne	REP MA	07/20/2021 AN VE	185236 1,116.72 1,116.72 CHECK TOTAL 1,116.72	185236	186579 —	
<u>5853</u>	CONFIDATA 1 A3051414 54490	00000 ACCT CS Invoice Ne	GEN AI	07/20/2021 OVERT	77165 50.00 50.00	185177	186520	
<u>5853</u>	CONFIDATA 1 A3143124 54720	00000 POLICE CS Invoice Ne	INV PROF S	07/20/2021 SER	77164 50.00 50.00 CHECK TOTAL 100.00	185178	186521 —	
1155	COUNTY WASTE & RECYCLI 1 A3143414 54720	00001 FIRE CS Invoice Ne		07/20/2021 SER	30318944 179.00 179.00 CHECK TOTAL 179.00	185179	186522 —	
<u>152</u>	CREIGHTON MANNING ENGI 1 H3638332 52000 1167	00000 2007 WAT TREATM Invoice Ne	CAP PF	07/20/2021 ROJ O	120295#5 2,067.40 2,067.40 CHECK TOTAL 2,067.40	185180	186523 —	
3203	CRYSTAL ROCK LLC 1 E3577164 54792	00001 CCA CS Invoice Ne	MISCEI	07/20/2021 LLANE	17818429 062221 28.00 28.00 CHECK TOTAL 28.00		186524 —	
<u>156</u>	DEHN'S FLOWERS INC 1 E3577164 54632	00001 CCA CS Invoice Ne		07/20/2021 ATING	017800 1,246.65 1,246.65 CHECK TOTAL 1,246.69	185182	186525 —	
2858	DIG SAFELY NEW YORK IN	00001	INV	07/20/2021	21060128	185183	186526	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE P 6 apwarrnt

VENDOR	G/L ACCOUNTS	R PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	1 A3143314 54332	TRAF CO CS Invoice Net		P TL	92.61 92.61 CHECK TOTAL 92.61		_	
<u>7264</u>	DINOSAW, INC. 1 A3567194 54180 3000	00000 ICE RIN CS Invoice Net	OTHER	07/20/2021 SUPP	74800 108.40 108.40 CHECK TOTAL 108.40	185184	186527	
2196	<u>DUNKIN DONUTS</u> 1 <u>A3143124 54850</u>	00000 POLICE CS Invoice Net	INV MEALS	07/20/2021 PRIS	MARCH APRIL 2021 70.08 70.08 CHECK TOTAL 70.08	185185	186528	
172	ELECTRONIC OFFICE PROD 1 A3567144 54740	00001 REC EXP CS Invoice Net	SC EOU	07/20/2021 JIP	45187 153.64 153.64 CHECK TOTAL 153.64	185186	186529	
<u>6299</u>	ENERGY MANAGEMENT TECH 1 A3537114 54330	00000 PK CAS CS Invoice Net	INV REP MA	07/20/2021 N EQ	5936 852.80 852.80 CHECK TOTAL 852.80	185187	186530	·
8753	EPLUS TECHNOLOGY 1 A3021694 54740	00000 DPN CS Invoice Net	INV SC EQU	07/20/2021 JIP	V2474864 12,620.53 12,620.53 CHECK TOTAL 12,620.53	185188	186531	·
<u>5084</u>	FERGUSON WATERWORKS 1 F3638354 54180	00001 WAT MAN CS Invoice Net	INV OTHER	07/20/2021 SUPP	1019616 335.00 335.00 CHECK TOTAL 335.00	185189	186532	·
1	COMMISSIONER OF FINANC 1 Y3618689 59089 496 2 Y3618689 59089 479	00001 ADMIN TRAN ADMIN TRAN Invoice Net	CONT A	DMIN	185339 24,260.22 28,399.16 52,659.38 CHECK TOTAL 52,659.38	185339	186684	
1	COMMISSIONER OF FINANC 1 Y3618664 54955 462	00001 REHAB CS Invoice Net	INV SR CEN	07/20/2021 ITER	185190 5,679.85 5,679.85 CHECK TOTAL 5,679.85	185190	186533	
<u>4899</u>	FITZGERALD MORRIS BAKE 1 A3051354 54720	00000 21003 ASMT CS Invoice Net	PROF S	07/20/2021 ER	75684 1,105.00 1,105.00	185192	186535	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE P 7 apwarrnt

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
<u>4899</u>	FITZGERALD MORRIS BAKE 1 A3143124 54720	POLICE	210192 CS ce Net	INV PROF S	07/20/2021 ER	75683 795.50 795.50 CHECK TOTAL 1	,900.50	185194	186537	
<u>198</u>	GALLS INC 1 A3143124 54160	00001 POLICE	210197 CS	INV UNIFOR	07/20/2021 MS	018755165 436.46		185195	186538	
	GALLS INC 1 A3143124 54160	00001 POLICE	210195 CS	INV UNIFOR	07/20/2021 MS	018626681 493.49		185196	186539	
	1 <u>A3143124</u> <u>54160</u>	POLICE Invoi	CS ce Net	UNIFOR	MS	657.05 657.05 CHECK TOTAL 1	,587.00	185197	186540 —	
<u>5577</u>	<u>GAR ASSOCIATES</u> 1 <u>A3051354</u> <u>54721</u>	00000 ASMT C Invoi	<u>210077</u> S ce Net	_ INV APPRAI	07/20/2021 S SC	8073g 10,000.00 10,000.00 CHECK TOTAL 10	,000.00	185198	186541 —	
	GAZETTE NEWSPAPERS 1 A3051414 54490	00001 ACCT C Invoi	S ce Net	INV GEN AD	07/20/2021 VERT	2440179,2439934 136.55 136.55 CHECK TOTAL	136.55	185199	186542 _	
<u>6207</u>	GLOBAL MONTELLO GROUP 1 A3143124 54520 2 A3335014 54520 3 E3577164 54520 4 F3638334 54520 5 F3638344 54520 6 F3638354 54520 7 G3638114 54520 8 G3638124 54520	00001 POLICE STREET CCA CS WAT TR METERS WAT MA' SEWER SEWER	CS S CS T CS CS N CS CS PUCS Ce Net	INV GAS &	07/20/2021 OIL OIL OIL OIL OIL OIL OIL	21315454 4,659.80 1,370.15 81.25 192.46 385.27 27.71 114.66 323.83		185200		
<u>6207</u>	GLOBAL MONTELLO GROUP 1 A3335014 54520	00001 STREET Invoi		TNA	07/20/2021	21330051		185201	186544	
<u>6207</u>	GLOBAL MONTELLO GROUP 1 A3031444 54520 2 A3051354 54520 3 A3113624 54520 4 A3143124 54520 5 A3143414 54520 6 A3335014 54520 7 A3567144 54520 3000	00001 ENGINE ASMT C BUILD POLICE FIRE C STREET REC EX		INV GAS &		7,417.12 7,417.12 21287400 661.41 19.85 144.97 4,659.81 1,116.49 63.49 723.03		185202	186545	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE P 8 apwarrnt

VENDOR	G/L ACCOUNTS	R PO	TYPE DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	8 <u>A3638564</u> <u>54520</u>	TREES CS Invoice Net	GAS & OIL	842.35 8,231.40 CHECK TOTAL 22,803.6	5	-	
<u>7562</u>	GOLDBERGER AND KREMER 1 A3011434 54720	00000 <u>21008</u> HUMAN RESO Invoice Net	37 INV 07/20/2021 PROF SER	JUNE 2021 1,972.00 1,972.00 CHECK TOTAL 1,972.0	185338	186683	
<u>189</u>	GRAINGER 1 A3143314 54390	00001 TRAF CO CS Invoice Net	INV 07/20/2021 MAINT SUPP	9934544827 348.26 348.26 CHECK TOTAL 348.2	185205	186548	
<u>189</u>	GRAINGER 1 E3577164 54140	00001 CCA CS Invoice Net	INV 07/20/2021 JANIT SUPP	9951101006 143.53 143.53 CHECK TOTAL 143.5	185204	186547	
<u>189</u>	GRAINGER 1 A3335184 54750 2 G3638124 54180 3 G3638124 54180 4 A3335184 54750	ST LIG CS	OTHER SUPP OTHER SUPP	<u>185203</u> -5.12	185203 6	186546	
<u>8096</u>	GRANICUS, LLC 1 A3021694 54440	00000 <u>21017</u> DPN CS Invoice Net	BOOKS	139228 4,280.00 4,280.00 CHECK TOTAL 4,280.0	185207	186550	
<u>199</u>	HACH COMPANY 1 F3638334 54180	00001 WAT TRT CS Invoice Net	INV 07/20/2021 OTHER SUPP	368.78 368.78	185208	186551	
<u>6100</u>	HENRY SCHEIN, INC. 1 A3143414 54150	00001 <u>21018</u> FIRE CS Invoice Net	39 INV 07/20/2021 EMS SUPPLI	95175644 1,462.96 1,462.96 CHECK TOTAL 1,462.9	185210	186553	
6154	CRYSTAL CLEAN LLC 1 A3031654 54210	GARAGE CS	INV 07/20/2021 GARAGE SUP	16862053	185211	186554	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE P 9 apwarrnt

VENDOR	G/L ACCOUNTS	R PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	5 A3567194 54610 300 6 A3567194 54180 300 7 A3335014 54330 300 8 A3567144 54180 300 9 A3537114 54610 300 10 A3567144 54180 300 12 A3567144 54180 300 13 A3567144 54180 300 14 A3567144 54180 300 15 A3335014 54180 300 16 F3638354 54180 300 17 A3335014 54180 300 18 A3567144 54180 300 19 A3031644 54612 300 20 A3567144 54180 300 21 A3335014 54180 300 22 A3567144 54180 300 21 A3335014 54180 300 22 A3567144 54180 300 23 A3335014 54180 300	PK CAS CS OU REC EXP CS OU ICE RIN CS OU REC EXP CS PK CAS CS OU REC EXP CS HIGHROCKPA OU REC EXP CS OU REC EXP CS STREETS CS WAT MAN CS STREETS CS WAT MAN CS STREETS CS ARTSC CS OU REC EXP CS STREETS CS REC EXP CS STREETS CS WAT MAN CS STREETS CS REC EXP CS STREETS CS OU REC EXP CS ARTSC CS OU REC EXP CS STREETS CS STREETS CS OU REC EXP CS STREETS CS	OTHER REP MI REP MI OTHER REP MI OTHER REP MI OTHER	07/20/2021 SUPP AN BU SUPP AN BU SUPP AN EQ SUPP AN BU SUPP SUPP SUPP SUPP SUPP SUPP SUPP SU	185213 -18.84 278.16 152.67 121.74 65.04 117.26 147.88 135.39 255.30 155.58 62.18 91.61 150.75 158.28 180.02 478.00 46.44 187.59 9.66 140.88 472.72 22.33 89.80 104.48 3,604.92 CHECK TOTAL 3,604.59	185213	186556	
	24 <u>A3567144</u> <u>54180</u> <u>300</u>	00 REC EXP CS Invoice Ne	OTHER	SUPP	3,604.92 CHECK TOTAL 3,604.9	2	_	
2439	THE HOME DEPOT PRO 1 A3143124 54140	00009 POLICE CS Invoice Ne	INV JANIT	07/20/2021 SUPP	626547947 112.32 112.32 621044940 153.96 623575115,624108148 167.44		186558	
2439	<u>THE HOME DEPOT PRO</u> 1 <u>A3143124</u> 54140	00009 POLICE CS	INV JANIT	07/20/2021 SUPP	621044940 153.96	185216	186559	
<u>2439</u>	THE HOME DEPOT PRO 1 A3143124 54140	00009 POLICE CS	INV JANIT	07/20/2021 SUPP	623575115,624108148 167.44	185217	186560	
2439	THE HOME DEPOT PRO 1 A3143414 54200	Invoice Ne 00009 FIRE CS Invoice Ne	INV HOUSE	07/20/2021 SUPP	167.44 624920104 613.86 613.86 CHECK TOTAL 1,047.5	185218	186561 —	
2439	THE HOME DEPOT PRO 1 E3577164 54140	00009 CCA CS Invoice Ne	INV JANIT	07/20/2021 SUPP	623841871 53.52 53.52 CHECK TOTAL 53.5	185214	186557 —	



CITY OF SARATOGA SPRINGS LIVE DETAIL INVOICE LIST 07/19/2021 10:46 u73

P 10 apwarrnt

WARRANT: 21JUL2 07/20/2021 CASH ACCOUNT: A 1200 CASH

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
8892	THOMAS IACOBELLI 1 A041 42110	00000 MAY I Invo	DEP IN Dice Net	INV ZONING	07/20/2021 FEE	185337 200.00 200.00 CHECK TOTAL 200	.00	185337	186682	
<u>5295</u>	INNOVATIVE CREDIT SOLU 1 Y3618684 54720 496	00000 ADMIN Invo	IIS CS Dice Net	INV PROF S	07/20/2021 SER	202106572 75.00 75.00 CHECK TOTAL 75		185220	186563	
8871	ITS CLIMB TIME, LLC 1 A3567154 54500	00000 SUM F Invo	REC CS pice Net	INV PROG E	07/20/2021 SUS T	735.00	.00	185221	186564	
<u>5966</u>	JOE JOHNSON EQUIPMENT 1 A3335014 54510	STREE	TS CS	REP MA	07/20/2021 N VE	P37675 575.54 575.54 CHECK TOTAL 575		185222	186565	
7952	JOHNSON CONTROLS FIRE 1 A3567194 54180 3000	ICE R	RIN CS Dice Net	OTHER	07/20/2021 SUPP			185223	186566	
<u>8669</u>	<u>JOSE, BENJAMIN J.</u> 1 <u>A3031624 54610</u>	CITY	HA CS pice Net	REP MA	07/20/2021 N BU	1572 2,487.50 2,487.50 CHECK TOTAL 2,487		185160	186503	
6161	<u>JUMPING BEAN PARTY REN</u> 1 <u>A3567154 54500</u>	SUM R	REC CS Dice Net	PROG E	BUS T	10648 166.64 166.64 CHECK TOTAL 166		185224	186567	
<u>8623</u>	KATHLEEN A. SUOZZO, P. 1 H3638122 52000 1183	SEWER	20054 PUMP Dice Net	CAP PR	07/20/2021 OJ O	2021_20-035(7) 600.00 600.00 CHECK TOTAL 600		185227	186570	
8713	<u>KS ENGINEERS</u> 1 <u>H3517142</u> <u>52000</u> <u>1251</u>	CUL 8	21016 REC pice Net	CAP PR	07/20/2021 OJ O	3 1,083.52 1,083.52 CHECK TOTAL 1,083		185225	186568	
7024	LA ROSA'S AUTOMOTIVE I 1 A3143124 54510	00000 POLIC	E CS ice Net	INV REP MA	07/20/2021 N VE	1001153 118.00 118.00		185228	186571	



P 11 apwarrnt

07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE DETAIL INVOICE LIST

VENDOR	G/L ACCOUNTS	R PO	TYPE	DUE DATE	INVOICE/AMOUN	1 T	DOCUMENT	VOUCHER	CHECK
					CHECK TOTAL	118.00		-	
<u>8657</u>	LANGUAGE LINE SERVICES 1 A3143124 54110	00000 POLICE CS Invoice Net	INV OFFICE	07/20/2021 SUP	9020501956 12.75 12.75 CHECK TOTAL	12.75	185229	186572	
<u>513</u>	LEGAL AID SOCIETY OF N 1 Y3618654 54934 487	00001 PUB SER CS Invoice Net	INV LEGAL	07/20/2021 AID	185230 2,478.75 2,478.75 CHECK TOTAL		185230	186573	
7240	LEXIPOL, LLC 1 A3143414 54720	00000 FIRE CS Invoice Net	INV PROF S	07/20/2021 EER	$10,0\overline{25.00}$ $10,025.00$	10,025.00	185231	186574	
290	<u>JOSEPH P MANGIONE, INC</u> 1 A3567144 54180 3000	00000 REC EXP CS Invoice Net	OTHER	SUPP	31.92 31.92 CHECK TOTAL	31.92		186575	
<u>6615</u>	MORR-IS-STORED 1 A3143124 54720	00000 POLICE CS Invoice Net	INV PROF S	07/20/2021 SER	164048 270.00 270.00 CHECK TOTAL		185233	186576	
<u>8877</u>	MR. DING A LING 1 A3567154 54500	00000 SUM REC CS Invoice Net	INV PROG E	07/20/2021 SUS T	571 301.00 301.00		185234	186577	
<u>6306</u>	MULTIMED BILLING SERVI 1 A3143634 54747	00000 AMBULANCE Invoice Net	INV AMBBII	07/20/2021 L CS	JUNE 2021 7,026.93 7,026.93 CHECK TOTAL	7,026.93	185237	186580	
<u>5237</u>	NAPA AUTO PARTS 1 A3335014 54510 2 A3335014 54510 3 A3031654 54210 4 A3031654 54210 5 A3335014 54510 6 A3031654 54210	00001 STREETS CS STREETS CS GARAGE CS GARAGE CS STREETS CS GARAGE CS Invoice Net	REP MA REP MA GARAGE GARAGE REP MA GARAGE	N VE N VE SUP SUP N VE	185238 88.44 260.32 580.28 409.71 27.31 49.74 1,415.80 CHECK TOTAL	1,415.80	185238	186581	



P 12 apwarrnt

07/19/2021 10:46 | CITY OF SARATOGA SPRINGS LIVE u73 | DETAIL INVOICE LIST

VENDOR	G/L ACCOUNTS	R PO		DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
<u>7582</u>	NATIONAL BUSINESS LEAS 1 A3021314 54740	00000 COM FIN CS Invoice Net	INV SC EQU	07/20/2021 JIP	72973288 149.04 149.04 CHECK TOTAL 149	9.04	185240	185240	
	NATIONAL BUSINESS LEAS 1 E3577164 54720				CHECK TOTAL 125		185239	186582 —	
<u>6512</u>	NATIONAL BUSINESS TECH 1 A3113624 54110 2 A3618684 54740	00000 BUILD CS PED CS Invoice Net	INV OFFICE SC EQU	07/20/2021 E SUP JIP	IN428977 9.37 9.38 18.75 CHECK TOTAL 18			186584 —	
6512	NATIONAL BUSINESS TECH 1 E3577164 54720	00000 CCA CS Invoice Net	INV PROF S	07/20/2021 SER	IN428730 101.55 101.55 CHECK TOTAL 101	1.55	185242	186585 —	
<u>6512</u>	NATIONAL BUSINESS TECH 1 A3011474 54740	00002 CIVSERV CS Invoice Net	INV SC EQU	07/20/2021 JIP	73022498 176.55 176.55 CHECK TOTAL 176		185243	186586 —	
296	NEW YORK FIRE & SIGNAL 1 E3577164 54522	00000 CCA CS Invoice Net	INV LIC IN	07/20/2021 NS RE	47081 283.55 283.55 CHECK TOTAL 283		185244	186587 —	
<u>8895</u>	OLD SARATOGA ASSOCIATE 1 E3577164 54610	00000 CCA CS Invoice Net	INV REP MA	07/20/2021 AN BU		0.00	185245	186588 —	
<u>327</u>	PALLETTE STONE CORP 1 A3638144 54180 2 F3638354 54180	00001 21000 STORM W CS WAT MAN CS Invoice Net	OTHER OTHER	SUPP SUPP	644.00 2,008.00		185246	186589	
<u>327</u>	PALLETTE STONE CORP 1 A3335014 54100 2 A3638144 54100	00001 21003 STREETS CS STORM W CS	O3 INV RUB BI RUB BI	07/20/2021 LKTOP LKTOP	185247 2,558.31 462.72		185247	186590	
<u>327</u>	<u>PALLETTE STONE CORP</u> 1 H3638142 52000 1196	00001 <u>2101</u>	CAP PE	01/20/2021	185248 3,731.00 3,731.00		185248	186591	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE P 13 apwarrnt

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DU	E DATE	INVOICE/AMOU	NT	DOCUMENT	VOUCHER	CHECK
327	PALLETTE STONE CORP 1 A3335134 54100	CHIPS	210165 CS .ce Net	RUB BI		20/2021 P	219897 24,260.47		185249	186592	
<u>327</u>	<u>PALLETTE STONE CORP</u> 1 <u>H3567142 52000 1008</u>	00001 REC CA		INV SCHCAF		20/2021	24,260.47 <u>219465</u> 948.00 948.00 CHECK TOTAL	34,612.50	185251	186594	
8413	PASSPORT LABS, INC. 1 A3143014 54802	DPS CS	200300 S .ce Net	PT COL	07/2 L F	20/2021 E	INV-1022846 4,999.39 4,999.39 CHECK TOTAL	4,999.39	185252	186595	
8222	PAUL SWIERS 1 A044 41640	DPS DE	EP IN .ce Net	AMBULT	07/2 TRAN	20/2021 S	21-58277 3.75 3.75 CHECK TOTAL	3.75	185301	186646	
<u>6294</u>	PITTSFIELD COMMUNICATI 1 A3143124 54740	POLICE		SC EQU		20/2021	66913 665.00 665.00 CHECK TOTAL	665.00	185253	186596	
329	POMPA BROTHERS 1 H3638142 52000 1196	SE STO	210120 ORM D .ce Net	O INV CAP PR		20/2021 O	72479 1,390.86 1,390.86		185254	186597	
<u>329</u>	POMPA BROTHERS 1 A3335014 54100	00000 STREET		RUB BI	07/2 JKTO	20/2021 P	1,390.86 <u>72558</u> 275.24 275.24 CHECK TOTAL	1,666.10	185255	186598	· · · · · · · · · · · · · · · · · · ·
<u>335</u>	POTTERS INDUSTRIES INC 1 A3143314 54713	TRAF (210084 CO CS .ce Net	1 INV PAVE M	07/2 IARK	20/2021	91337858 3,220.00 3,220.00 CHECK TOTAL	3,220.00	185256	186599	
873	R M DALRYMPLE CO INC 1 A3031654 54330		E CS .ce Net		07/: AN E	20/2021 Q	195494 1,446.75 1,446.75 CHECK TOTAL	1,446.75	185261	186604	
223	RICOH USA, INC 1 A3143014 54720	DPS CS		PROF S		20/2021	105146650 30.11 30.11		185257	186600	
223	RICOH USA, INC 1 A3143124 54740	00002 POLICE	200567	<mark>7</mark> INV SC EQU		20/2021	30.11 105139725 47.92 47.92		185258	186601	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE P 14 apwarrnt

VENDOR	G/L ACCOUNTS	R PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
223	RICOH USA, INC 1 A3143124 54740	00002 <u>200</u> POLICE CS	SC EQU	07/20/2021 JIP	10146649 81.38		185259	186602	
223	RICOH USA, INC 1 A3011424 54740	Invoice N 00002 ATTY CON S Invoice N	INV SC EQU	07/20/2021 JIP	81.38 <u>105139729</u> 126.78 126.78 CHECK TOTAL	286.19	185260	186603	
<u>1559</u>	ROOD & RIDDLE EQUINE H 1 A3143124 54979	00001 POLICE CS Invoice N	HORSE	07/20/2021 CARE	MAY 2021 330.16 330.16 CHECK TOTAL	330.16	185262	186605	
8648	THOMAS SANTA BARBARA 1 A044 41640	00000 DPS DEP IN Invoice N	INV AMBULT	07/20/2021 FRANS	165.00	165.00	185263	186606	
6851	SARATOGA AUTO SUPPLY, 1 A3143124 54510 2 A3143414 54510	00000 POLICE CS FIRE CS Invoice N	REP MA	AN VE AN VE	185264 1,009.37 390.53 1,399.90	,399.90	185264	186607	
<u>7574</u>	SARATOGA CAR RENTAL, I 1 A3143124 54510	00001 POLICE CS Invoice N	REP M		2918 60.00 60.00		185265	186608	
<u>7574</u>	SARATOGA CAR RENTAL, I 1 A3143124 54510		INV REP MA	07/20/2021 AN VE	2942 60.00 60.00		185266	186609	
<u>7574</u>	SARATOGA CAR RENTAL, I 1 A3143124 54510		INV REP MA	07/20/2021 AN VE	2889 300.00 300.00		185267	186610	
<u>7574</u>	SARATOGA CAR RENTAL, I 1 A3335014 54510		INV REP MA		2825 612.50 612.50	,032.50	185268	186611	
<u>6943</u>	SARATOGA CLEANERS INC 1 A3143124 54720	00000 POLICE CS Invoice N	PROF S	07/20/2021 SER	07/01/2021 83.57 83.57 CHECK TOTAL	83.57	185269	186612	
<u>365</u>	SARATOGA COUNTY OFFICE 1 A3416794 54720	BUS REN CS	PROF S	07/20/2021 SER	1,502.00		185270	186614	
<u> 365</u>	SARATOGA COUNTY OFFICE	Invoice N 00001		07/20/2021	1,502.00 <u>185271</u>		185271	186615	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE P 15 apwarrnt

VENDOR	G/L ACCOUNTS	R PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
	1 <u>A3416784</u> <u>54720</u>	60+ DIN CS Invoice Ne		SER	1,502.00 1,502.00 CHECK TOTAL 3,	004.00		_	
405	SARATOGA ECONOMIC DEVE 1 A3011214 54230	00000 MAY CONT S Invoice Ne	DUES		MR2021 950.00 950.00 CHECK TOTAL	950.00	185340	186685	
<u>368</u>	SARATOGA HOSPITAL 1 A3143124 54720	00003 POLICE CS Invoice Ne	INV PROF S t	07/20/2021 SER	605.00	605.00	185272	186616	
<u>4701</u>	SARATOGA PUBLISHING 1 A3051414 54490	00000 ACCT CS Invoice Ne	GEN AI	07/20/2021 OVERT	185273 76.84 76.84 CHECK TOTAL	76.84	185273	186617	
<u>399</u>	SARATOGA VETERINARY HO 1 A3143124 54970	00001 POLICE CS Invoice Ne	K-9 C	07/20/2021 ARE	364.55	364.55	185274	186618	
7142	SCHNABEL ENGINEERING 0 1 H3638742 52000 1254	DAM CAPITA	CAP PF		<u>2032273</u> 4,816.30		185275	186619	
7142	<u>SCHNABEL ENGINEERING 0</u> 1 H3638742 52000 1254	Invoice Ne 00001 2003 DAM CAPITA Invoice Ne	<mark>59</mark> INV CAP PF	07/20/2021 ROJ O	4,816.30 2032273-A 16,240.08 16,240.08 CHECK TOTAL 21,	056.38	185276	186620	
<u>6825</u>	<u>SECUREWATCH 24, LLC</u> 1 <u>A3143124</u> <u>54720</u>	00000 POLICE CS Invoice Ne	PROF S	07/20/2021 SER	A178923 320.00 320.00 CHECK TOTAL	320.00	185277	186621	
8279	<u>SERVERMONKEY.COM</u> 1 A3021694 54740	00000 DPN CS Invoice Ne	SC EOI	07/20/2021 JIP	176726 392.25 392.25 CHECK TOTAL	392.25	185278	186622	
184	SHELTERPOINT LIFE INSU 1 A3011474 54770 2 A3719074 54770 3 A3729074 54770 4 A3739074 54770	00005 CIVSERV CS DISB INSUR DISAB CS DISB INSUR	INV DISAB DISAB DISAB DISAB	INSU INSU INSU	$ \frac{4/1-6/30/21}{13.65} 259.35 150.15 1,092.01 $		185279	186623	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE P 16 apwarrnt

VENDOR	G/L ACCOUNTS	R PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	СНЕСК
	5 F3739074 54770 6 G3739074 54770 7 A3749074 54770 8 A3759074 54770 9 A3769074 54770 10 A3769074 54770	DISB INSUR DISB INSUR DISB INSUR DISB INSUR DISB INSUR DISB INSUR INSUR INSUR	DISAB DISAB DISAB DISAB DISAB DISAB	INSU INSU INSU INSU	250.16 154.77 368.55 109.20 68.26 86.45 2,552.55 CHECK TOTAL 2,552.55		_	
<u>5277</u>	<u>SHI - SOFTWARE HOUSE I</u> 1 <u>A3021694</u> 54720	00003 DPN CS Invoice Net	INV PROF S	07/20/2021 ER	B13670508 10,229.40 10,229.40 CHECK TOTAL 10,229.40	185280	186624	
					ROCH10314 812.59 812.59 CHECK TOTAL 812.59			
<u>7309</u>	<u>SITEONE</u> 1 <u>A3567144 54180</u> 3000	00000 REC EXP CS Invoice Net	INV OTHER	07/20/2021 SUPP	110730499-001 897.25 897.25 CHECK TOTAL 897.25		186626 _	
<u>1336</u>	SPA.NET COMPUTER SERVI 1 E3577164 54720	00000 CCA CS Invoice Net	INV PROF S	07/20/2021 ER	2024 82.50 82.50 CHECK TOTAL 82.50	185283	186627	
	SPA.NET COMPUTER SERVI 1 E3577164 54720					185284	186628	
<u>1336</u>	SPA.NET COMPUTER SERVI 1 E3577164 54720	00000 CCA CS Invoice Net	INV PROF S	07/20/2021 ER	93084 440.00 440.00 CHECK TOTAL 440.00	185285	186629 —	
1336	SPA.NET COMPUTER SERVI 1 E3577164 54720	00000 CCA CS Invoice Net	INV PROF S	07/20/2021 ER	93098 450.00 450.00 CHECK TOTAL 450.00	185286	186630	
8048	SPRAGUE RESOURCES LP 1 A3143124 54520 2 A3335124 54520	00000 POLICE CS HI MS CS	INV GAS & GAS &	OIL	21411272 265.53 175.82	185287	186631	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE P 17
u73 DETAIL INVOICE LIST apwarrnt

VENDOR	G/L ACCOUNTS	R PO	TYPE	DUE	DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	3 A3567144 54520 3000 4 A3638564 54520 5 F3638354 54520 6 G3638114 54520 7 G3638124 54520	TREES CS WAT MAN CS SEWER CS	GAS & GAS & GAS & GAS &	OIL OIL		212.58 784.78 158.69 650.34 140.08			
8048	<u>SPRAGUE RESOURCES LP</u> 1 <u>A3143414</u> <u>54520</u> 2 <u>A3335124</u> <u>54520</u>	Invoice Net 00000 FIRE CS HI MS CS	INV GAS & GAS &	07/20 OIL OIL	/2021	21411325 1,282.04 2,243.64 3,525.68	185288	186632	
8048	SPRAGUE RESOURCES LP 1 A3335014 54520 2 A3335124 54520	00000 STREETS CS HI MS CS Invoice Net	INV GAS & GAS &	07/20 OIL OIL	/2021	140.08 2,387.82 21411325 1,282.04 2,243.64 3,525.68 21422329 4,051.77 4,051.76 8,103.53 CHECK TOTAL 14,017.03	185289	186633 -	
345	<u>US POSTAL SERVICE</u> 1 <u>A3143624</u> <u>54110</u>	00001 CEO INS CS Invoice Net	INV OFFICE	07/20 SUP	/2021	185290 335.90 335.90 CHECK TOTAL 335.90	185290	186634	
2237	STAPLES BUSINESS ADVAN 1 A3051414 54110	00001 ACCT CS	INV OFFICE	07/20 SUP	/2021	3481154708 71.62	185291	186635	
2237	STAPLES BUSINESS ADVAN 1 A3021314 54110 2 A3021314 54110 3 A3021314 54110 4 A3021314 54110 5 A3021694 54110 6 A3021694 54110 STAPLES BUSINESS ADVAN 1 A3143124 54180	10001CE NET 00001 COM FIN CS COM FIN CS COM FIN CS COM FIN CS DPN CS DPN CS	INV OFFICE OFFICE OFFICE OFFICE OFFICE	07/20 SUP SUP SUP SUP SUP SUP	/2021	71.62 24359321 27.37 6.48 47.96 1.66 27.12 20.78	185292	186636	
2237	STAPLES BUSINESS ADVAN 1 A3143124 54180	00001 POLICE CS Invoice Net	INV OTHER	07/20 SUPP	/2021	3481093875 260.00 260.00	185293	186637	
2237	STAPLES BUSINESS ADVAN 1 A3143124 54180 STAPLES BUSINESS ADVAN 1 A3143014 54110 2 A3143124 54180	00001 DPS CS POLICE CS Invoice Net	INV OFFICE OTHER	07/20 SUP SUPP	/2021	185294 59.30 748.82 808.12 CHECK TOTAL 1,271.11	185294	186638	
<u>806</u>	STONE INDUSTRIES	00000	INV	07/20	/2021		185295	_ 186639	
<u>806</u>	1 A3143124 54720 STONE INDUSTRIES 1 A3567144 54720 2 A3638184 54720	POLICE CS Invoice Net 00000 21003 REC EXP CS TRANSFE CS Invoice Net	PROF S	07/20 ER ER	/2021	$\begin{array}{c} 0470246 \\ 85.00 \\ 85.00 \\ 185297 \\ 462.12 \\ 120.52 \\ 582.64 \end{array}$	185297	186641	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE DETAIL INVOICE LIST

VENDOR	G/L ACCOUNTS	R PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
					CHECK TOTAL 6	567.64			
393	SURPASS CHEMICAL COMPA 1 F3638334 54141	00001 <u>21001</u> WAT TRT CS Invoice Net	3 INV CHEMIC	07/20/2021 CALS	2,496.73 2,496.73	196.73	185298	186642	
	SWAGIT PRODUCTIONS LLC 1 A3021694 54720	DPN CS Invoice Net	PROF S	SER	18148 700.00 700.00		185299	186643	
<u>8896</u>	<u>CULLEN SWIDER</u> 1 <u>A3143414 54471</u>	00000 FIRE CS Invoice Net	INV EMS TF	07/20/2021 RAINI	185300 152.00 152.00 CHECK TOTAL 1		185300	186644	
4157	THE UPS STORE - #1526 1 A3143314 54332	00000 TRAF CO CS Invoice Net	INV MAT RE	07/20/2021 EP TL	<u>185314</u> 60.06 60.06 CHECK TOTAL	60.06	185314	186659	
			INV HORSE	07/20/2021 CARE	7/6/2021 387.50 387.50 CHECK TOTAL 3			186647	
7001	TIME WARNER CABLE BUSI 1 A3143314 54740	00001 TRAF CO CS Invoice Net	INV SC EQU	07/20/2021 JIP	031887001070121 99.99 99.99 CHECK TOTAL		185303	186648	
<u>8659</u>	TOWAWAY LLC 1 A3143124 54510	00000 POLICE CS Invoice Net	INV REP MA	07/20/2021 AN VE		L25.00	185305	186650	
<u>5846</u>	THE TOWNE LAW FIRM, P. 1 A3051354 54720	ASMT CS	PROF S	07/20/2021 SER	3336,3337 1,232.50 1,232.50		185306	186651	
<u>5846</u>	THE TOWNE LAW FIRM, P. 1 A3051354 54720	Invoice Net 00000 18000 ASMT CS Invoice Net	2 TNV	07/20/2021 SER	3335		185307	186652	
<u>5846</u>	THE TOWNE LAW FIRM, P. 1 A3051354 54720	Invoice Net 00000 17100 ASMT CS Invoice Net	1 INV PROF S	07/20/2021	3356		185308	186653	



07/19/2021 10:46 | CITY OF SARATOGA SPRINGS LIVE u73 | DETAIL INVOICE LIST

P 19 apwarrnt

VENDOR	G/L ACCOUNTS	R PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
<u>1519</u>	ULINE 1 E3577164 54140	00001 CCA CS Invoice Net	INV JANIT	07/20/2021 SUPP	135085631,135133082 912.93 912.93 CHECK TOTAL 912.93	185309	186654	
442	UNCLE SAM PIPING SOLUT 1 F3638334 54180	00000 WAT TRT CS Invoice Net	OTHER	SUPP	3025533 548.11 548.11 CHECK TOTAL 548.11	185310	186655	
<u>3256</u>	UNIFIRST CORPORATION 1 A3143124 54720	00000 POLICE CS Invoice Net	PROF S	SER	1110040645 28.80 28.80 CHECK TOTAL 28.80	185311	186656	
<u>3865</u>	USA BLUE BOOK 1 F3638334 54330	00000 WAT TRT CS Invoice Net	REP MA	07/20/2021 AN EQ	640530 167.67 167.67 CHECK TOTAL 167.67	185315	186660	
<u>5493</u>	<u>V I ENTERPRISES LTD</u> 1 <u>A3567174</u> <u>54510</u> <u>3000</u>	00001 INDOOR REC Invoice Net	INV REP MA	07/20/2021 AN VE	392439 91.25 91.25 CHECK TOTAL 91.25	185318	186663	
<u>1831</u>	<u>VERIZON WIRELESS</u> 1 <u>A3113624</u> 54670	00001 BUILD CS	PHONES	07/20/2021 S	171.13	185316	186661	
<u>1831</u>	<u>VERIZON WIRELESS</u> 1 <u>A3113624</u> <u>54670</u>	Invoice Net 00001 BUILD CS Invoice Net	INV PHONES	5	171.13 9878878607 171.38 171.38 CHECK TOTAL 342.51	185317	186662	
<u>3346</u>	W B MASON CO INC 1 A3031494 54110	DPW CS	OFFICE	07/20/2021 E SUP	23.94	185326	186671	
3346	W B MASON CO INC 1 A3011424 54110	Invoice Net 00001 ATTY CON S	INV OFFICE	07/20/2021 E SUP	36.64	185327	186672	
3346	W B MASON CO INC 1 A3113624 54110	Invoice Net 00001 BUILD CS	INV OFFICE	07/20/2021 E SUP	124.68	185328	186673	
3346	W B MASON CO INC 1 A3143124 54180 2 A3143314 54390 3 A3143414 54200	Invoice Net 00001 POLICE CS TRAF CO CS FIRE CS Invoice Net	INV OTHER MAINT HOUSE	SUPP	124.68 <u>185329</u> 71.82 19.95 71.82 163.59	185329	186674	



07/19/2021 10:46 CITY OF SARATOGA SPRINGS LIVE P 20 apwarrnt

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
3346	W B MASON CO INC 1 A3113624 54110 2 A3618684 54110 3 A3113624 54110 4 A3618684 54110	00001 BUILD C PED CS BUILD C PED CS	CS CS	INV OFFICE OFFICE OFFICE OFFICE	SUP SUP	185330 19.95 19.95 198.11 34.99		185330	186675	
<u>3346</u>	5 A3113624 54110 W B MASON CO INC 1 A3143124 54110 2 A3143124 54180	BUILD C Invoic	CS Net CS CS	OFFICE	SUP 07/20/2021 SUP	16.23 289.23 <u>185331</u> 274.79 23.96 298.75 CHECK TOTAL	936.83	185331	186676	
3346	W B MASON CO INC 1 E3577164 54140	00001 CCA CS Invoic	ce Net	INV JANIT	07/20/2021 SUPP	221065566 1,311.13 1,311.13 CHECK TOTAL	1,311.13	185325	186670 —	
1853	WALSH & WALSH LLP 1 <u>V3719714</u> 54720	00000 DEBT SE Invoic	ERVI	INV PROF S	07/20/2021 ER	102 4,548.76 4,548.76 CHECK TOTAL	4,548.76	185320	186665 —	
7143	WELLSPRING 1 Y3618654 54973 489	PUB SER	R CS ce Net	WELLSP	07/20/2021 RING	185332 3,000.00 3,000.00 CHECK TOTAL	3,000.00	185332	186677 —	
1973	WOLBERG ELECTRICAL SUP 1 A3031624 54180 2 A3335654 54180	00000 CITY HA OFF ST Invoic	A CS PAR	OTHER	SUPP	144.26 39.63 183.89	183.89	185334	186679 —	
8897	<u>WPS/TRICARE</u> 1 <u>A044</u> <u>41640</u>	00000 DPS DEF Invoic	PIN .	INV AMBULT	07/20/2021 RANS	20-124500 100.00 100.00 CHECK TOTAL		185335	186680 —	
<u>5495</u>	<u>ITT FLYT CORP</u> 1 <u>G3638124 54330</u>	00001 SEWER F Invoic	ce Net				1,909.66	185336	186681 _	
	9 INVOICES	CASH	WAB.	RANT T	ОТАТ	326,402.31 32 -2,85	26 402 31	:=========	=======================================	========



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|CITY OF SARATOGA SPRINGS LIVE

P 21 apwarrnt

07/20/2021 WARRANT: 21JUL2

FUND	ORG	AC	COUNT		AMOUNT	AVLB BUDGET
A	A041 MAYOR DEPARTMENT	AL A	-04-1-0000-0-42110 -	ZONING FEES	200.00	.00
A	A044 DPS DEPARTMENTAL		-04-4-0000-0-41640 -	AMBULANCE TRANSPORT CH	200.00 338.75	.00
A	A3011214 MAYOR CONTRACTED		-30-1-1210-4-54230 -	DUES	950.00	.00
A	A3011424 CITY ATTORNEY CO		-30-1-1420-4-54110 -	OFFICE SUPPLIES	36.64	1,118.65
A	A3011424 CITY ATTORNEY COI		-30-1-1420-4-54740 -	SERVICE CONTRACTS - EQ	126.78	1,960.33
A	A3011434 HUMAN RESOURCES	A	-30-1-1430-4-54720 -	SERVICE CONTRACTS - PR	1,972.00	1,450.00
A	A3011474 CIVIL SERVICE COI	1.I. Y	-30-1-1431-4-54740 -	SERVICE CONTRACTS - EQ	176.55	754.95
A	A3011474 CIVIL SERVICE CON	1. A	-30-1-1431-4-54770 -	DISABILITY INSURANCE	13.65	30.03
A	A3021314 COMM FINANCE CONT A3021314 COMM FINANCE CONT		-30-2-1310-4-54110 -	OFFICE COMMUNICACE TO	83.47	7,285.41 1,725.06
A A	A3021314 COMM FINANCE CON A3021692 DATA PROCEESING I		-30-2-1310-4-54740 - -30-2-1681-2-52230 -	SERVICE CONTRACTS - EQ	149.U4 700 F2	1,725.06 27,076.75
A	A3021692 DATA PROCESSING N		-30-2-1681-2-52230 -	OFFICE CUIDDLIFC	790.33	3,231.81
A	A3021694 DATA PRCESSING N		-30-2-1681-4-54330 -	DEDATES & MAINTENANCE	169 77	6,433.99
A	A3021694 DATA PRCESSING N		-30-2-1681-4-54440 -	BOOKS DIBLICATIONS & S	4 280 00	379.99
A	A3021694 DATA PRCESSING N		-30-2-1681-4-54720 -	SERVICE CONTRACTS - PR	10.929.40	37,543.24 133.072.13
A	A3021694 DATA PRCESSING N		-30-2-1681-4-54740 -	SERVICE CONTRACTS - EO	13.012.78	133,072.13
A	A3031444 CITY ENGINEER'S		-30-3-1440-4-54520 -	GAS & OIL	661.41	1,496.80
A	A3031494 COMM PUBLIC WORKS		-30-3-1490-4-54110 -	OFFICE SUPPLIES	23.94	1,445.60
A	A3031624 CITY HALL CS	A	-30-3-1620-4-54180 -	OTHER SUPPLIES	144.26	3,076.01
A	A3031624 CITY HALL CS	A	-30-3-1620-4-54610 -	REPAIRS & MAINTENANCE	2,487.50	25,776.39
A	A3031644 ARTS CENTER CS	A	-30-3-1622-4-54612 -	ARTS CENTER REPAIRS &	9.66	2,329.36
A	A3031654 CITY GARAGE CS	A	-30-3-1623-4-54210 -	GARAGE SUPPLIES	1,258.46	4,428.10
A	A3031654 CITY GARAGE CS	A	-30-3-1623-4-54330 -	REPAIRS & MAINTENANCE	1,446.75	4,203.78
Α	A3051354 ASSESSMENT OFFICE		-30-5-1355-4-54520 -	GAS & OIL	19.85	168.73
A	A3051354 ASSESSMENT OFFICE		-30-5-1355-4-54720 -	SERVICE CONTRACTS - PR	3,017.50	.00
A	A3051354 ASSESSMENT OFFICE		-30-5-1355-4-54721 -	SERVIEC CONTRACTS APPR	10,000.00	.00
A	A3051414 COMM OF ACCOUNTS		-30-5-1410-4-54110 -	OFFICE SUPPLIES	71.62	1,495.08
A	A3051414 COMM OF ACCOUNTS		-30-5-1410-4-54490 -	GENERAL ADVERTISING	263.39	7,089.31
A A	A3051414 COMM OF ACCOUNTS A3113624 BUILDING DEPARTM	CA	-30-5-1410-4-54573 - -31-1-3620-4-54110 -	RISK-SAFEIY PROGRAMMIN	26.97	69,707.72 1,993.06
A	A3113624 BUILDING DEPARTM		-31-1-3620-4-54110 -	CVG C VII	300.34 144 97	784.19
A	A3113624 BUILDING DEPARTM		-31-1-3620-4-54670 -	DHUMEG	342 51	1,720.09
A	A3113024 BOINDING DEFARIMA		-31-4-3010-4-54110 -	OFFICE SUDDITES	59 30	1,538.04
A	A3143014 COMM PUBLIC SAFE	ry A	-31-4-3010-4-54720 -	SERVICE CONTRACTS - PR	30.11	6,390.66
A	A3143014 COMM PUBLIC SAFE	ry A	-31-4-3010-4-54802 -	COMPLUS PARK TICKET CO	4.999.39	.00
A	A3143124 POLICE DEPARTMENT		-31-4-3120-4-54110 -	OFFICE SUPPLIES	287.54	5,574.59
A	A3143124 POLICE DEPARTMENT	ΓА	-31-4-3120-4-54140 -	JANITORIAL SUPPLIES	469.71	2,697.53
A	A3143124 POLICE DEPARTMENT	ΓА	-31-4-3120-4-54160 -	UNIFORMS	1,587.00	69,124.32
A	A3143124 POLICE DEPARTMENT	ΓА	-31-4-3120-4-54180 -	OTHER SUPPLIES	1,532.34	5,848.70
A	A3143124 POLICE DEPARTMENT	ΓА	-31-4-3120-4-54510 -	REPAIRS & MAINTENANCE	2,212.45	28,969.14
A	A3143124 POLICE DEPARTMENT		-31-4-3120-4-54520 -	GAS & OIL	9,585.14	34,382.12
A	A3143124 POLICE DEPARTMENT		-31-4-3120-4-54720 -	SERVICE CONTRACTS - PR	2,237.87	31,165.94
A	A3143124 POLICE DEPARTMENT		-31-4-3120-4-54740 -	ZONING FEES AMBULANCE TRANSPORT CH DUES OFFICE SUPPLIES SERVICE CONTRACTS - EQ SERVICE CONTRACTS - EQ SERVICE CONTRACTS - EQ DISABILITY INSURANCE OFFICE SUPPLIES SERVICE CONTRACTS - EQ HARDWARE OFFICE SUPPLIES REPAIRS & MAINTENANCE BOOKS PUBLICATIONS & S SERVICE CONTRACTS - PR SERVICE CONTRACTS - PR SERVICE CONTRACTS - EQ GAS & OIL OFFICE SUPPLIES OTHER SUPPLIES OTHER SUPPLIES ARTS CENTER REPAIRS & GARAGE SUPPLIES REPAIRS & MAINTENANCE ARTS CENTER REPAIRS & GARAGE SUPPLIES REPAIRS & MAINTENANCE GAS & OIL SERVICE CONTRACTS - PR SERVICE CONTRACTS - PR SERVICE CONTRACTS APPR OFFICE SUPPLIES GENERAL ADVERTISING RISK-SAFETY PROGRAMMIN OFFICE SUPPLIES GAS & OIL PHONES OFFICE SUPPLIES SERVICE CONTRACTS - PR COMPLUS PARK TICKET CO OFFICE SUPPLIES JANITORIAL SUPPLIES UNIFORMS OTHER SUPPLIES SERVICE CONTRACTS - PR COMPLUS PARK TICKET CO OFFICE SUPPLIES JANITORIAL SUPPLIES UNIFORMS OTHER SUPPLIES REPAIRS & MAINTENANCE GAS & OIL SERVICE CONTRACTS - PR SERVICE CON	794.30	80,302.63
A	A3143124 POLICE DEPARTMENT		-31-4-3120-4-54850 -	MEALS PRISONERS	70.08	839.40
A	A3143124 POLICE DEPARTMENT		-31-4-3120-4-54970 -	K-9 CARE	364.55	13,852.95
A	A3143124 POLICE DEPARTMENT		-31-4-3120-4-54979 -	HUKSE CAKE	/1/.66	10,231.14
A	A3143314 TRAFFIC CONTROL (A3143314 TRAFFIC CONTROL (-31-4-3310-4-54332 -	MAIEKIALS & KEPAIKS TK	152.67	42,966.57
A A	A3143314 TRAFFIC CONTROL (-31-4-3310-4-54390 - -31-4-3310-4-54713 -	DYALMENT WYDKING WYLED MYTNIENYNCE OOLLTEO	3 220 00	2,908.37 20,502.74
А	WOLFFOOT TWALLIC CONTROL (LO A	21-4-2210-4-24/12 -	ATIAN DULAAAN INDNAVAT	3,220.00	20,302.74



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|CITY OF SARATOGA SPRINGS LIVE

P 22 apwarrnt

07/20/2021 WARRANT: 21JUL2

FUND	ORG	ACC	COUNT		AMOUNT	AVLB BUDGET
A	A3143314 TRAFFIC CONTROL C	5 A	-31-4-3310-4-5474031-4-3320-4-5416031-4-3410-4-5411031-4-3410-4-5415031-4-3410-4-5433031-4-3410-4-5433031-4-3410-4-5451031-4-3410-4-5451031-4-3410-4-5452031-4-3410-4-5461031-4-3410-4-5472031-4-3410-4-5477131-4-3410-4-5471031-4-3620-4-5411031-4-3620-4-5410031-4-3620-4-5410033-3-5010-4-5418033-3-5010-4-5450033-3-5010-4-5450033-3-5010-4-5450033-3-5010-4-5450033-3-5010-4-5450033-3-5112-4-5450033-3-5112-4-5410033-3-5112-4-5410035-3-7110-4-5450035-3-7110-4-5418035-3-7110-4-5418035-3-7110-4-5418035-3-7110-4-5418035-3-7110-4-5418035-3-7110-4-5418035-3-7110-4-5418035-3-7110-4-5418035-3-7110-4-5418035-3-7110-4-5418035-6-7140-4-54510300035-6-7140-4-54510300035-6-7140-4-5472035-6-7141-4-54720300035-6-7181-4-54720300035-6-7181-4-54720300035-6-7181-4-54720300035-6-7181-4-54720300035-6-7181-4-54720300035-6-7181-4-54720300035-6-7181-4-54720300035-6-7181-4-54720300036-1-8687-4-54110 -	SERVICE CONTRACTS - EQ UNIFORMS OFFICE SUPPLIES EMS SUPPLIES HOUSE SUPPLIES REPAIRS & MAINTENANCE EMS TRAINING REPAIRS & MAINTENANCE GAS & OIL REPAIRS & MAINTENANCE SERVICE CONTRACTS - PR SERVICE CONTRACTS INS OFFICE SUPPLIES AMBULANCE BILLING CONT	99.99	500.07
A	A3143324 ON STREET PARKING		-31-4-3320-4-54160 -	UNIFORMS	140.72	1,683.33
A	A3143414 FIRE DEPARTMENT CS		-31-4-3410-4-54110 -	OFFICE SUPPLIES	44.95	1,640.02
A	A3143414 FIRE DEPARTMENT CS		-31-4-3410-4-54150 -	EMS SUPPLIES	1,462.96	1,805.62
A	A3143414 FIRE DEPARTMENT CS	5 A	-31-4-3410-4-54200 -	HOUSE SUPPLIES	725.65	3,416.66
A	A3143414 FIRE DEPARTMENT CS		-31-4-3410-4-54330 -	REPAIRS & MAINTENANCE	101.99	12,797.85
A	A3143414 FIRE DEPARTMENT CS		-31-4-3410-4-54471 -	EMS TRAINING	152.00	10,181.00
A	A3143414 FIRE DEPARTMENT CS	5 A	-31-4-3410-4-54510 -	REPAIRS & MAINTENANCE	390.53	30,512.60
A	A3143414 FIRE DEPARTMENT C		-31-4-3410-4-54520 -	GAS & OIL	2,398.53	13,824.22
A	A3143414 FIRE DEPARTMENT CS		-31-4-3410-4-54610 -	REPAIRS & MAINTENANCE	7.54	6,170.24
A	A3143414 FIRE DEPARTMENT CS		-31-4-3410-4-54720 -	SERVICE CONTRACTS - PR	14,421.28	29,149.17
A	A3143414 FIRE DEPARTMENT CS		-31-4-3410-4-54771 -	SERVICE CONTRACTS - FR SERVICE CONTRACTS INS OFFICE SUPPLIES AMBULANCE BILLING CONT RUBBLE BLACKTOP STONE OTHER SUPPLIES REPAIRS & MAINTENANCE REPAIRS & MAINTENANCE GAS & OIL	56.63	2,092.49
A	A3143624 CODE ENFORCEMENT		-31-4-3620-4-54110 -	OFFICE SUPPLIES	335.90	349.23
A	A3143634 AMBULANCE	A	-31-4-3625-4-54747 -	AMBULANCE BILLING CONT	7,026.93	36,688.08
A	A3335014 STREETS CS	A	-33-3-5010-4-54100 -	RUBBLE BLACKTOP STONE	2,833.55	3,311.11
A	A3335014 STREETS CS A3335014 STREETS CS A3335014 STREETS CS A3335014 STREETS CS	A	-33-3-5010-4-54180 -	OTHER SUPPLIES	2,233.23	35,137.93
A	A3335014 STREETS CS	A	-33-3-5010-4-54330 -	REPAIRS & MAINTENANCE	14 / . 88	1,646.62
A			-33-3-5010-4-54510 -	REPAIRS & MAINTENANCE	3,394.53	55,311.32
A A	A3335014 STREETS CS A3335124 HIGHWAY MISCELLANI	A	-33-3-5010-4-54520 -	GAS & OIL GAS & OIL	12,902.53	47,812.50
A	A3335124 HIGHWAY MISCELLANI A3335134 CHIPS CS	A A	-33-3-5111-4-5452U -	DIDDLE DIVCKAOD CAOME	24 260 47	11,345.26 1,468,658.55
A	A3335134 CHIPS CS A3335184 STREET LIGHTING CS		-33-3-5112-4-54100 -	CADELE PROCEIOS SIONE	799 46	253,568.08
A	A3335654 OFF STREET PARKING		-33-3-5162-4-54750 -	OTHED GIIDDITEG	709.40	5,521.87
Ā	A3416784 60+ DINING CS	Ā	-34-1-6780-4-54720 -	GERVICE CONTRACTS - DR	1 502 00	1,502.00
Ā	A3416794 BUS RENTAL CS	Ā	-34-1-6795-4-54720	GAS & OIL GAS & OIL RUBBLE BLACKTOP STONE STREET LIGHTING OTHER SUPPLIES SERVICE CONTRACTS - PR SERVICE CONTRACTS - PR OTHER SUPPLIES	1 502 00	1,502.00
A	A3537114 PARK & CASINO CS	A	-35-3-7110-4-54180 -	OTHER SUPPLIES	-18 84	4,862.43
A	A3537114 PARK & CASINO CS	A	-35-3-7110-4-54330 -	REPAIRS & MAINTENANCE	852.80	4,058.27
A	A3537114 PARK & CASINO CS	A	-35-3-7110-4-54610 -	REPAIRS & MAINTENANCE	1.191.94	13,197.58
Ā	A3537224 HIGH ROCK PARK	A	-35-3-7113-4-54180 -	OTHER SUPPLIES	62.18	-62.18
A	A3567144 RECREATION EXPENSI		-35-6-7140-4-54180 -3000	OTHER SUPPLIES	2,047.05	6,199.43
A	A3567144 RECREATION EXPENSE	ΞΑ	-35-6-7140-4-54510 -3000	REPAIRS & MAINTENANCE	30.00	4,506.39
A	A3567144 RECREATION EXPENSE		-35-6-7140-4-54520 -3000	GAS & OIL	935.61	3,125.71
A	A3567144 RECREATION EXPENSE	Ξ A	-35-6-7140-4-54720 -3000	SERVICE CONTRACTS - PR	462.12	3,758.18
A	A3567144 RECREATION EXPENSI		-35-6-7140-4-54740 -	SERVICE CONTRACTS - EQ	153.64	1,632.52
A	A3567144 RECREATION EXPENSI		-35-6-7140-4-54861-3-6001	SPORTS SUPPLIES	203.10	1.90
A	A3567154 SUMMER REC PROG C		-35-6-7150-4-54500 -	PROGRAMS & BUS TRIPS	1,202.64	18,413.64
A	A3567174 INDOOR RECREATION		-35-6-7171-4-54510 -3000	REPAIRS & MAINTENANCE	91.25	-91.25
A	A3567174 INDOOR RECREATION	Α	-35-6-7171-4-54720 -3000	SERVICE CONTRACTS - PR	60.00	.18
A	A3567194 ICE RINKS CS	Α	-35-6-7181-4-54180 -3000	OTHER SUPPLIES	538.28	5,109.66
A	A3567194 ICE RINKS CS	A	-35-6-7181-4-54610 -3000	REPAIRS & MAINTENANCE	215.79	25,961.29
A	A3567194 ICE RINKS CS	A	-35-6-7181-4-54720 -3000	SERVICE CONTRACTS - PR	484.00	5,875.52
A	A3618684 PLANNING AND ECON		-36-1-8687-4-54110 -	OFFICE SUPPLIES	54.94	1,420.69
A	A3618684 PLANNING AND ECON		-36-1-8687-4-54740 -	SERVICE CONTRACTS - EQ	9.38	2,090.76
A	A3638144 STORM WATER CARRIE		-36-3-8140-4-54100 -	SERVICE CONTRACTS - PR OTHER SUPPLIES REPAIRS & MAINTENANCE OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES OTHER SUPPLIES REPAIRS & MAINTENANCE GAS & OIL SERVICE CONTRACTS - PR SERVICE CONTRACTS - EQ SPORTS SUPPLIES PROGRAMS & BUS TRIPS REPAIRS & MAINTENANCE SERVICE CONTRACTS - PR OTHER SUPPLIES REPAIRS & MAINTENANCE SERVICE CONTRACTS - PR OTHER SUPPLIES REPAIRS & MAINTENANCE SERVICE CONTRACTS - PR OFFICE SUPPLIES SERVICE CONTRACTS - EQ RUBBLE BLACKTOP STONE OTHER SUPPLIES SERVICE CONTRACTS - PR GAS & OIL DISABILITY INSURANCE	462.72	.00
A	A3638144 STORM WATER CARRII A3638184 TRANSFER STATION (-36-3-8140-4-54180 -	CEDVICE COMMDACTC DD	544.UU 120.E2	10,514.48 3,616.09
A A	A3638184 TRANSPER STATION (A3638564 TREES CS	A	-36-3-8180-4-54720 - -36-3-8560-4-54520 -	SERVICE CONTRACTS - PR	1 607 10	2,801.31
A	A3719074 DISABILITY INSURAN		-37-1-9055-4-54770 -	DICARTITAA LUGIDAMGE	1,047.13	2,601.31 579.67
A	A3719074 DISABILITY INSURAL		-37-2-9055-4-54770 -	DISABILITY INSURANCE DISABILITY INSURANCE	150.15	330.33
Λ	115,12,0014 DIDADIDITI INSUM	N 73	J, 2 J0JJ + J+110	DIDADIHIII INDOMANCE	100.10	220.33



|CITY OF SARATOGA SPRINGS LIVE

P 23 apwarrnt

07/20/2021 WARRANT: 21JUL2

FUNI	OORG	ACCOUNT		AMOUNT	AVLB BUDGET
A A A A	A3739074 DISABILITY INSUR A3749074 DISABILITY INSUR A3759074 DISABILITY INSUR A3769074 DISABILITY INSUR A3769074 DISABILITY INSUR	AN A -37-4-9055-4-54770 - AN A -37-5-9055-4-54770 - AN A -37-6-9055-4-54770 -	DISABILITY INSURANCE DISABILITY INSURANCE DISABILITY INSURANCE DISABILITY INSURANCE DISABILITY INSURANCE	1,092.01 368.55 109.20 68.26 86.45	2,579.68 934.57 306.67 265.01 333.97
CASI	H ACCOUNT A 1200 BAL	ANCE -2,817,859.98 **WARNING - INSUFFICIEN	FUND TOTAL NT CASH BALANCE	179,472.63	
	E3475654 OFF STREET PARKI E3577164 CITY CENTER AUTH E3577164 CITY CENTER AUTH E3577168 CITY CENTER AUTH	OR E -35-7-7160-4-54140 - OR E -35-7-7160-4-54520 - OR E -35-7-7160-4-54522 - OR E -35-7-7160-4-54610 - OR E -35-7-7160-4-54632 - OR E -35-7-7160-4-54720 - OR E -35-7-7160-4-54792 -	SERVICE CONTRACTS - PR JANITORIAL SUPPLIES GAS & OIL LICENSE/INSPECTION/REG REPAIRS & MAINTENANCE DECORATING SERVICE CONTRACTS - PR MISCELLANEOUS HOSPITALIZATION	11,425.00 2,570.83 81.25 283.55 2,204.25 1,246.65 1,569.69 28.00 12,132.95	6,620.00 12,238.20 258.01 1,099.45 15,818.67 253.35 15,525.25 4,157.44 102,412.16
CASI	H ACCOUNT A 1200 BAL	ANCE -2,817,859.98 **WARNING - INSUFFICIEN	FUND TOTAL NT CASH BALANCE	31,542.17	
444444	F3638334 WATER TREATMNET F3638334 WATER TREATMNET F3638334 WATER TREATMNET F3638344 WATER TREATMNET F3638344 METERS CS F3638354 WATER MAINTENANC F3638354 WATER MAINTENANC F3739074 DISABILITY INSUR	PL F -36-3-8330-4-54180 - PL F -36-3-8330-4-54330 - PL F -36-3-8330-4-54520 - F -36-3-8340-4-54520 - E F -36-3-8341-4-54520 - E F -36-3-8341-4-54520 -	CHEMICALS OTHER SUPPLIES REPAIRS & MAINTENANCE GAS & OIL OTHER SUPPLIES GAS & OIL DISABILITY INSURANCE	2,496.73 916.89 1,067.67 192.46 385.27 2,821.00 186.40 250.16	9,642.47 -916.89 19,068.44 2,690.07 5,784.29 45,232.54 12,335.69 589.94
CASI	H ACCOUNT A 1200 BAL	ANCE -2,817,859.98 **WARNING - INSUFFICIEN	FUND TOTAL NT CASH BALANCE	8,316.58	
G G G G	G3638114 SEWER ADMINSTRAL G3638124 SEWER PUMPING CS G3638124 SEWER PUMPING CS G3638124 SEWER PUMPING CS G3739074 DISABILITY INSUR	G -36-3-8120-4-54180 - G -36-3-8120-4-54330 - G -36-3-8120-4-54520 -	GAS & OIL OTHER SUPPLIES REPAIRS & MAINTENANCE GAS & OIL DISABILITY INSURANCE	765.00 499.40 2,722.25 463.91 154.77	1,213.61 1,345.63 -2,252.02 2,960.29 454.11
CASI	H ACCOUNT A 1200 BAL	ANCE -2,817,859.98 **WARNING - INSUFFICIEN	FUND TOTAL NT CASH BALANCE	4,605.33	
H H	H3517142 CULTURE & RECREA H3517142 CULTURE & RECREA		CAPITAL PROJECT OUTLAY CAPITAL PROJECT OUTLAY	1,083.52 1,466.70	85,873.00 2,071,486.46



|CITY OF SARATOGA SPRINGS LIVE

P 24 apwarrnt

07/20/2021 WARRANT: 21JUL2

FUND	ORG	ACCOUNT	AMOU	NT AVLB BUDGET
H H H H H	H3567142 RECREATION CAPITAL H3638122 SEWER PUMPING H3638142 SOUTHEAST STORM DR H3638332 WATER TREATMENT PL H3638742 DAM CONTROL CAPITA	H -36-3-8120-2-52000 -1183 CAPITAL H -36-3-8140-2-52000 -1196 CAPITAL H -36-3-8330-2-52000 -1167 CAPITAL	CAP RECREATION 948. PROJECT OUTLAY 600. PROJECT OUTLAY 5,121. PROJECT OUTLAY 2,067. PROJECT OUTLAY 21,056.	00 75,487.69 86 5,693.00 40 2,309,502.48
CASH	I ACCOUNT A 1200 BALAN	CE -2,817,859.98 **WARNING - INSUFFICIENT CASH BA	FUND TOTAL 32,343.	86
V	V3719714 DEBT SERVICE	V -37-1-9710-4-54720 - SERVICE	CONTRACTS - PR 4,548.	76 1,553.00
CASH	I ACCOUNT A 1200 BALAN	CE -2,817,859.98 **WARNING - INSUFFICIENT CASH BA	FUND TOTAL 4,548.	76
Y Y Y Y Y Y CASH	Y3618689 ADMIN TRANSFERS TO Y3618689 ADMIN TRANSFERS TO	Y -36-1-8676-4-54934 -487 LEGAL A: Y -36-1-8676-4-54973 -489 WELLSPR: Y -36-1-8686-4-54955 -462 SENIOR (Y -36-1-8686-4-54720 -496 SERVICE Y -36-1-8686-9-59089 -479 CONTRIBUTION	CENTER 5,679. CONTRACTS - PR 75. JIION TO CITY F 28,399. JTION TO CITY F 24,260. FUND TOTAL 65,572.	75
====				31
====			GRAND TOTAL 326,402.	=======================================



|CITY OF SARATOGA SPRINGS LIVE

P 25 apwarrnt

VOUCHER VENDOR VENDOR NAME	DOCUMENT	PO	TYPE DUE DATE	AMOUNT COMMENT
185240 7582 NATIONAL BUSINESS LEASING A PROGRAM INVOICE: 72973288	185240		INV 07/20/2021	149.04 1232537
186483 8027 3 RINGS PTS, LLC INVOICE: 514,519	185140	210040	INV 07/20/2021	11,425.00 523,526
186484 8211 AAIA POWERFLO TECHNOLOGIES COMPANY INVOICE: S2392760.001	185141		INV 07/20/2021	900.00 71459
186485 7969 ABSOLUTE PEST CONTROL, INC. INVOICE: 576028,576029	185142	210031	INV 07/20/2021	200.00 576038
186486 4140 ACCURATE PEST CONTROL INVOICE: 97752	185143		INV 07/20/2021	120.00 107125
186487 6319 ANIMAL CARE EQUIPMENT LLC INVOICE: 93452	185144	210205	INV 07/21/2021	414.58 06/28/2021
186488 5045 ADIRONDACK SIGN COMPANY LLC INVOICE: 24608	185145		INV 07/20/2021	620.00 04/30/2021
186489 2785 ADIRONDACK TIRE CORP INVOICE: 0785676	185146		INV 07/20/2021	30.00 S1100
186490 2785 ADIRONDACK TIRE CORP INVOICE: 0785757	185147		INV 07/20/2021	540.08 S8575
186491 5400 AIRGAS EAST INVOICE: 9980592585	185148		INV 07/20/2021	33.30 2581589
186492 31 ALLERDICE BUILDING SUPPLY INVOICE: 185149	185149		INV 07/20/2021	60.67 2288
186493 31 ALLERDICE BUILDING SUPPLY INVOICE: 185150	185150		INV 07/20/2021	149.72 662
186494 33 TRAK EQUIPMENT RENTAL INVOICE: 110433	185151		INV 07/20/2021	101.99 FIRE
186495 7550 AMAZON CAPITAL SERVICES, INC. INVOICE: 185152	185152		INV 07/20/2021	1,330.06 A272JK82AK683L
186496 7550 AMAZON CAPITAL SERVICES, INC. INVOICE: 11VWMGLV9WTY	185153		INV 07/20/2021	26.97 AlVOYW9N1NCU0Y
186497 7550 AMAZON CAPITAL SERVICES, INC. INVOICE: 1MGH9CLGM16N	185154		INV 07/20/2021	35.99 A2XFHY90KS1Y21
186498 7550 AMAZON CAPITAL SERVICES, INC.	185155		INV 07/20/2021	44.95 A2XFHY90KS1Y21



|CITY OF SARATOGA SPRINGS LIVE

P 26 apwarrnt

07/20/2021 WARRANT: 21JUL2

VOUCHER VENDOR VENDOR NAME	DOCUMENT	PO	TYPE DUE DATE	AMOUNT COMMENT
INVOICE: 17V6VWN9WVHJ				
186499 7550 AMAZON CAPITAL SERVICES, INC. INVOICE: 13D44Q9RKR4D	185156		INV 07/20/2021	169.77 Alvoyw9n1ncuoy
186500 2188 B & B PLUMBING & HEATING INC INVOICE: 21087	185157		INV 07/20/2021	1,804.25 21091
186501 7314 THERESA BARCHUK INVOICE: 185158	185158		INV 07/20/2021	140.72 CLOTHING REIMB
186502 113 BARTON & LOGUIDICE D.P.C. INVOICE: 13	185159	200401	INV 07/20/2021	1,466.70 539.057.121
186503 8669 JOSE, BENJAMIN J. INVOICE: 1572	185160		INV 07/20/2021	2,487.50 07/01/2021
186504 3152 BOBCAT OF SARATOGA LLC INVOICE: P10555	185161		INV 07/20/2021	152.07 SARAT022
186505 8898 JAMES BOXLEY INVOICE: 21-27690	185162		INV 07/20/2021	70.00 REFUND
186507 7426 BPI MECHANICAL SERVICE INC. INVOICE: 15447	185164	210146	INV 07/20/2021	3,780.84 15449,15451
186508 7426 BPI MECHANICAL SERVICE INC. INVOICE: 15389	185165	210003	INV 07/20/2021	344.00 CITSAR
186509 7426 BPI MECHANICAL SERVICE INC. INVOICE: 15210	185166	210146	INV 07/20/2021	436.44 15189
186512 764 SPORTS SUPPLY GROUP INC INVOICE: 912998334	185169		INV 07/20/2021	203.10 1015209
186513 143 CAPITAL TRACTOR INC INVOICE: PG45199	185170		INV 07/20/2021	561.63 PG45225
186514 417 CASELLA WASTE SERVICES INVOICE: 2298346	185171	210019	INV 07/20/2021	65.65 28-25070 4
186515 129 CATHOLIC CHARITIES INVOICE: 103,104	185172		INV 07/20/2021	1,680.00 2019 CDBG
186516 5598 CDPHP UNIVERSAL BENEFITS, INC. INVOICE: 211650001247	185173		INV 07/20/2021	12,132.95 10013542
186517 2948 CDW GOVERNMENT INC INVOICE: F997183	185174		INV 07/20/2021	172.30 6731216



|CITY OF SARATOGA SPRINGS LIVE

P 27 apwarrnt

VOUCHER VENDOR VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT COMMENT
186518 2948 CDW GOVERNMENT INC INVOICE: G507737	185175		VNI	07/20/2021	798.53 6731216
186519 136 CERTIFIED AMBULANCE GROUP INVOICE: SSF-0721	185176		INV	07/20/2021	56.63 SSFD
186520 5853 CONFIDATA INVOICE: 77165	185177		VNI	07/20/2021	50.00 CITYSARATO
186521 5853 CONFIDATA INVOICE: 77164	185178		VNI	07/20/2021	50.00 SARAPOLICE
186522 1155 COUNTY WASTE & RECYCLING SERVICE INVOICE: 30318944	185179		VNI	07/20/2021	179.00 691018297756001
186523 152 CREIGHTON MANNING ENGINEERING LLP INVOICE: 120295#5	185180	200728	VNI	07/20/2021	2,067.40 120295
186524 3203 CRYSTAL ROCK LLC INVOICE: 17818429 062221	185181		VNI	07/20/2021	28.00 776672317818429
186525 156 DEHN'S FLOWERS INC INVOICE: 017800	185182		VNI	07/20/2021	1,246.65 17894
186526 2858 DIG SAFELY NEW YORK INC (UFPO) INVOICE: 21060128	185183		VNI	07/20/2021	92.61 06/30/2021
186527 7264 DINOSAW, INC. INVOICE: 74800	185184		INV	07/20/2021	108.40 77763
186528 2196 DUNKIN DONUTS INVOICE: MARCH APRIL 2021	185185		INV	07/20/2021	70.08 SSPD
186529 172 ELECTRONIC OFFICE PRODUCTS INVOICE: 45187	185186		VNI	07/20/2021	153.64 SSCI15
186530 6299 ENERGY MANAGEMENT TECHNOLOGIES LLC INVOICE: 5936	185187		VNI	07/20/2021	852.80 06/25/2021
186531 8753 EPLUS TECHNOLOGY INVOICE: V2474864	185188		VNI	07/20/2021	12,620.53 SMP-COS003
186532 5084 FERGUSON WATERWORKS INVOICE: 1019616	185189		VNI	07/20/2021	335.00 14480
186533 1 COMMISSIONER OF FINANCE INVOICE: 185190	185190		INV	07/20/2021	5,679.85 2018 CDBG



|CITY OF SARATOGA SPRINGS LIVE

P 28 apwarrnt

VOUCHER VENDOR VENDOR NAME	DOCUMENT	PO	TYPE DUE DATE	AMOUNT COMMENT
186535 4899 FITZGERALD MORRIS BAKER FIRTH PC INVOICE: 75684	185192	210017	INV 07/20/2021	1,105.00 75685
186537 4899 FITZGERALD MORRIS BAKER FIRTH PC INVOICE: 75683	185194	210192	INV 07/20/2021	795.50 LEGAL SERVICES
186538 198 GALLS INC INVOICE: 018755165	185195	210197	INV 07/20/2021	436.46 018755186
186539 198 GALLS INC INVOICE: 018626681	185196	210195	INV 07/20/2021	493.49 018755167
186540 198 GALLS INC INVOICE: 185197	185197	210196	INV 07/20/2021	657.05 1001581618
186541 5577 GAR ASSOCIATES INVOICE: 8073g	185198	210077	INV 07/20/2021	10,000.00 07/06/2021
186542 376 GAZETTE NEWSPAPERS INVOICE: 2440179,2439934	185199		INV 07/20/2021	136.55 2440450,2440576
186543 6207 GLOBAL MONTELLO GROUP CORP INVOICE: 21315454	185200		INV 07/20/2021	7,155.13 2489244
186544 6207 GLOBAL MONTELLO GROUP CORP INVOICE: 21330051	185201		INV 07/20/2021	7,417.12 2489244
186545 6207 GLOBAL MONTELLO GROUP CORP INVOICE: 21287400	185202		INV 07/20/2021	8,231.40 2489244
186546 189 GRAINGER INVOICE: 185203	185203		INV 07/20/2021	1,288.86 800013294
186547 189 GRAINGER INVOICE: 9951101006	185204		INV 07/20/2021	143.53 812909570
186548 189 GRAINGER INVOICE: 9934544827	185205		INV 07/20/2021	348.26 845177179
186550 8096 GRANICUS, LLC INVOICE: 139228	185207	210171	INV 07/20/2021	4,280.00 4/26/2021
186551 199 HACH COMPANY INVOICE: 12512761	185208		INV 07/20/2021	368.78 12514579
186553 6100 HENRY SCHEIN, INC. INVOICE: 95175644	185210	210189	INV 07/20/2021	1,462.96 95223417
186554 6154 CRYSTAL CLEAN LLC	185211		INV 07/20/2021	218.73 167151



|CITY OF SARATOGA SPRINGS LIVE

P 29 apwarrnt

VOUCHER VENDOR VENDOR NAME	DOCUMENT	РО	TYPE DUE DATE	AMOUNT COMMENT
INVOICE: 16862053				
186556 2439 HOME DEPOT/MAINTENANCE WAREHOUSE INVOICE: 185213	185213		INV 07/20/2021	3,604.92 6035322504016258
186557 2439 THE HOME DEPOT PRO INVOICE: 623841871	185214		INV 07/20/2021	53.52 1363965
186558 2439 THE HOME DEPOT PRO INVOICE: 626547947	185215		INV 07/20/2021	112.32 712642
186559 2439 THE HOME DEPOT PRO INVOICE: 621044940	185216		INV 07/20/2021	153.96 712642
186560 2439 THE HOME DEPOT PRO INVOICE: 623575115,624108148	185217		INV 07/20/2021	167.44 624108130
186561 2439 THE HOME DEPOT PRO INVOICE: 624920104	185218		INV 07/20/2021	613.86 879234
186563 5295 INNOVATIVE CREDIT SOLUTIONS INVOICE: 202106572	185220		INV 07/20/2021	75.00 07/25/2021
186564 8871 ITS CLIMB TIME, LLC INVOICE: 185221	185221		INV 07/20/2021	735.00 07/12/2021
186565 5966 JOE JOHNSON EQUIPMENT LLC INVOICE: P37675	185222	210114	INV 07/20/2021	575.54 SARAT001
186566 7952 JOHNSON CONTROLS FIRE PROTECTION LP INVOICE: 1-105247455453	185223		INV 07/20/2021	312.62 1379385
186567 6161 JUMPING BEAN PARTY RENTAL INC. INVOICE: 10648	185224		INV 07/20/2021	166.64 10649
186568 8713 KS ENGINEERS INVOICE: 3	185225	210166	INV 07/20/2021	1,083.52 RFP 2020-13
186570 8623 KATHLEEN A. SUOZZO, P. E., PLLC INVOICE: 2021_20-035(7)	185227	200540	INV 07/20/2021	600.00 RFP 2020-11
186571 7024 LA ROSA'S AUTOMOTIVE INC. INVOICE: 1001153	185228		INV 07/20/2021	118.00 06/29/2021
186572 8657 LANGUAGE LINE SERVICES INVOICE: 9020501956	185229		INV 07/20/2021	12.75 10268637
186573 513 LEGAL AID SOCIETY OF NE NY INC INVOICE: 185230	185230		INV 07/20/2021	2,478.75 2020 CDBG



|CITY OF SARATOGA SPRINGS LIVE

P 30 apwarrnt

VOUCHER VENDOR VENDOR NAME	DOCUMENT	PO	TYPE DUE DATE	AMOUNT COMMENT
186574 7240 LEXIPOL, LLC INVOICE: INVLEX2955	185231		INV 07/20/2023	l 10,025.00 SSFD
186575 290 JOSEPH P MANGIONE, INC INVOICE: 2-143424	185232		INV 07/20/2023	31.92 COS100
186576 6615 MORR-IS-STORED INVOICE: 164048	185233		INV 07/20/2023	270.00 156122
186577 8877 MR. DING A LING INVOICE: 571	185234		INV 07/20/2023	301.00 7/2 & 7/9/21
186579 4904 CLASS C SOLUTIONS GROUP INVOICE: 185236	185236		INV 07/20/2023	1,116.72 2879020001
186580 6306 MULTIMED BILLING SERVICE INVOICE: JUNE 2021	185237		INV 07/20/2023	7,026.93 SSFD
186581 5237 NAPA AUTO PARTS INVOICE: 185238	185238		INV 07/20/2023	1,415.80 4305
186582 7582 NATIONAL BUSINESS LEASING A PROGRAM INVOICE: 72866247	185239		INV 07/20/2023	125.00 1120923
186584 6512 NATIONAL BUSINESS TECHNOLOGIES INVOICE: IN428977	185241		INV 07/20/2023	18.75 CS05
186585 6512 NATIONAL BUSINESS TECHNOLOGIES INVOICE: IN428730	185242		INV 07/20/2023	101.55 SS14
186586 6512 NATIONAL BUSINESS TECHNOLOGIES INVOICE: 73022498	185243		INV 07/20/2023	176.55 1437873
186587 296 NEW YORK FIRE & SIGNAL CORP INVOICE: 47081	185244		INV 07/20/2023	283.55 S17
186588 8895 OLD SARATOGA ASSOCIATES LLC INVOICE: 4356	185245		INV 07/20/2023	400.00 209
186589 327 PALLETTE STONE CORP INVOICE: 185246	185246	210009	INV 07/20/2023	2,652.00 19018
186590 327 PALLETTE STONE CORP INVOICE: 185247	185247	210093	INV 07/20/2023	3,021.03 19018
186591 327 PALLETTE STONE CORP INVOICE: 185248	185248	210110	INV 07/20/2023	3,731.00 19018



|CITY OF SARATOGA SPRINGS LIVE

P 31 apwarrnt

VOUCHER VENDOR VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT COMMENT
186592 327 PALLETTE STONE CORP INVOICE: 219897	185249	210165	INV	07/20/2021	24,260.47 19018
186594 327 PALLETTE STONE CORP INVOICE: 219465	185251		INV	07/20/2021	948.00 19018
186595 8413 PASSPORT LABS, INC. INVOICE: INV-1022846	185252	200300	INV	07/20/2021	4,999.39 06/30/2021
186596 6294 PITTSFIELD COMMUNICATIONS SYSTEMS, INVOICE: 66913	I 185253		INV	07/20/2021	665.00 (MA)SARAT,SP
186597 329 POMPA BROTHERS INVOICE: 72479	185254	210120	INV	07/20/2021	1,390.86 222
186598 329 POMPA BROTHERS INVOICE: 72558	185255	210126	INV	07/20/2021	275.24 72557
186599 335 POTTERS INDUSTRIES INC INVOICE: 91337858	185256	210084	INV	07/20/2021	3,220.00 3843
186600 223 RICOH USA, INC INVOICE: 105146650	185257	200532	INV	07/20/2021	30.11 C91216631
186601 223 RICOH USA, INC INVOICE: 105139725	185258	200567	INV	07/20/2021	47.92 C91171149
186602 223 RICOH USA, INC INVOICE: 10146649	185259	200475	INV	07/20/2021	81.38 LEASE
186603 223 RICOH USA, INC INVOICE: 105139729	185260		INV	07/20/2021	126.78 323252-1023244A6
186604 873 R M DALRYMPLE CO INC INVOICE: 195494	185261		INV	07/20/2021	1,446.75 195495
186605 1559 ROOD & RIDDLE EQUINE HOSPITAL INVOICE: MAY 2021	185262		INV	07/20/2021	330.16 NY_2716
186606 8648 THOMAS SANTA BARBARA INVOICE: 20-76045	185263		INV	07/20/2021	165.00 REFUND
186607 6851 SARATOGA AUTO SUPPLY, INC INVOICE: 185264	185264		INV	07/20/2021	1,399.90 4310
186608 7574 SARATOGA CAR RENTAL, INC. INVOICE: 2918	185265		INV	07/20/2021	60.00 6/28/2021
186609 7574 SARATOGA CAR RENTAL, INC.	185266		INV	07/20/2021	60.00 07/04/2021



|CITY OF SARATOGA SPRINGS LIVE

P 32 apwarrnt

VOUCHER VENDOR VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT COMMENT
INVOICE: 2942					
186610 7574 SARATOGA CAR RENTAL, INC. INVOICE: 2889	185267		INV	07/20/2021	300.00 2890
186611 7574 SARATOGA CAR RENTAL, INC. INVOICE: 2825	185268		INV	07/20/2021	612.50 2881
186612 6943 SARATOGA CLEANERS INC INVOICE: 07/01/2021	185269		INV	07/20/2021	83.57 VN1969
186614 365 SARATOGA COUNTY OFFICE OF AGING INVOICE: 185270	185270		INV	07/20/2021	1,502.00 3RD QTR TRANSPORTATION
186615 365 SARATOGA COUNTY OFFICE OF AGING INVOICE: 185271	185271		INV	07/20/2021	1,502.00 3RD OTR NUTRITION
186616 368 SARATOGA HOSPITAL INVOICE: 6/5/2021	185272		INV	07/20/2021	605.00 OM SARSPPUB
186617 4701 SARATOGA PUBLISHING INVOICE: 185273	185273		INV	07/20/2021	76.84 4956
186618 399 SARATOGA VETERINARY HOSPITAL INVOICE: 256331	185274		INV	07/20/2021	364.55 SSPD
186619 7142 SCHNABEL ENGINEERING OF NEW YORK INVOICE: 2032273	185275	180520	INV	07/20/2021	4,816.30 LOUGHBEERY LAKE DAM
186620 7142 SCHNABEL ENGINEERING OF NEW YORK INVOICE: 2032273-A	185276	200359	INV	07/20/2021	16,240.08 ADDENDUM ONE
186621 6825 SECUREWATCH 24, LLC INVOICE: A178923	185277		INV	07/20/2021	320.00 103756
186622 8279 SERVERMONKEY.COM INVOICE: I76726	185278		INV	07/20/2021	392.25 MAG_27117
186623 184 SHELTERPOINT LIFE INSURANCE INVOICE: 4/1-6/30/21	185279		INV	07/20/2021	2,552.55 D275951
186624 5277 SHI - SOFTWARE HOUSE INTERNATIONAL INVOICE: B13670508	185280		VNI	07/20/2021	10,229.40 1075974
186625 907 SIEWERT EQUIPMENT CO INC INVOICE: ROCH10314	185281		VNI	07/20/2021	812.59 204426
186626 7309 SITEONE INVOICE: 110730499-001	185282		VNI	07/20/2021	897.25 330254



|CITY OF SARATOGA SPRINGS LIVE

P 33 apwarrnt

VOUCHER VENDOR VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT COMMENT
186627 1336 SPA.NET COMPUTER SERVICES INVOICE: 2024	185283		INV	07/20/2021	82.50 07/01/2021
186628 1336 SPA.NET COMPUTER SERVICES INVOICE: 93198	185284		INV	07/20/2021	184.99 06/16/2021
186629 1336 SPA.NET COMPUTER SERVICES INVOICE: 93084	185285		INV	07/20/2021	440.00 07/01/2021
186630 1336 SPA.NET COMPUTER SERVICES INVOICE: 93098	185286		INV	07/20/2021	450.00 07/01/2021
186631 8048 SPRAGUE RESOURCES LP INVOICE: 21411272	185287		INV	07/20/2021	2,387.82 27640000
186632 8048 SPRAGUE RESOURCES LP INVOICE: 21411325	185288		INV	07/20/2021	3,525.68 27640000
186633 8048 SPRAGUE RESOURCES LP INVOICE: 21422329	185289		INV	07/20/2021	8,103.53 27640000
186634 345 US POSTAL SERVICE INVOICE: 185290	185290		INV	07/20/2021	335.90 DPS
186635 2237 STAPLES BUSINESS ADVANTAGE INVOICE: 3481154708	185291		INV	07/20/2021	71.62 3481093878
186636 2237 STAPLES BUSINESS ADVANTAGE INVOICE: 24359321	185292		INV	07/20/2021	131.37 RCH1016990
186637 2237 STAPLES BUSINESS ADVANTAGE INVOICE: 3481093875	185293		INV	07/20/2021	260.00 N0005296
186638 2237 STAPLES BUSINESS ADVANTAGE INVOICE: 185294	185294		INV	07/20/2021	808.12 1005296
186639 806 STONE INDUSTRIES INVOICE: 0470246	185295		INV	07/20/2021	85.00 06/11/2021
186641 806 STONE INDUSTRIES INVOICE: 185297	185297	210034	INV	07/20/2021	582.64 DPW
186642 393 SURPASS CHEMICAL COMPANY, INC. INVOICE: 358404	185298	210013	INV	07/20/2021	2,496.73 358405
186643 8432 SWAGIT PRODUCTIONS LLC INVOICE: 18148	185299	210113	INV	07/20/2021	700.00 2K130405SSS



|CITY OF SARATOGA SPRINGS LIVE

P 34 apwarrnt

VOUCHER VENDOR VENDOR NAME	DOCUMENT	PO	TYPE DUE DATE	AMOUNT COMMENT
186644 8896 CULLEN SWIDER INVOICE: 185300	185300		INV 07/20/2021	152.00 REIMBURSEMENT
186646 8222 PAUL SWIERS INVOICE: 21-58277	185301		INV 07/20/2021	3.75 REFUND
186647 8875 THERAPEUTIC HORSES OF SARATOGA INVOICE: 7/6/2021	185302		INV 07/20/2021	387.50 SSPD
186648 7001 TIME WARNER CABLE BUSINESS INVOICE: 031887001070121	185303		INV 07/20/2021	99.99 JULY 2021
186650 8659 TOWAWAY LLC INVOICE: 73880	185305		INV 07/20/2021	125.00 06/26/2021
186651 5846 THE TOWNE LAW FIRM, P. C. INVOICE: 3336,3337	185306	200001	INV 07/20/2021	1,232.50 3338
186652 5846 THE TOWNE LAW FIRM, P. C. INVOICE: 3335	185307	180002	INV 07/20/2021	42.50 18-127-1L1
186653 5846 THE TOWNE LAW FIRM, P. C. INVOICE: 3356	185308	171001	INV 07/20/2021	637.50 ARTICLE 7
186654 1519 ULINE INVOICE: 135085631,135133082	185309		INV 07/20/2021	912.93 135306569
186655 442 UNCLE SAM PIPING SOLUTIONS INVOICE: 3025533	185310		INV 07/20/2021	548.11 3025536
186656 3256 UNIFIRST CORPORATION INVOICE: 1110040645	185311		INV 07/20/2021	28.80 12909631
186659 4157 THE UPS STORE - #1526 INVOICE: 185314	185314		INV 07/20/2021	60.06 06/24/2021
186660 3865 USA BLUE BOOK INVOICE: 640530	185315		INV 07/20/2021	167.67 717257
186661 1831 VERIZON WIRELESS INVOICE: 9883179819	185316		INV 07/20/2021	171.13 942014876-00001
186662 1831 VERIZON WIRELESS INVOICE: 9878878607	185317		INV 07/20/2021	171.38 9420#876-00001
186663 5493 V I ENTERPRISES LTD INVOICE: 392439	185318		INV 07/20/2021	91.25 392455
186665 1853 WALSH & WALSH LLP	185320	210056	INV 07/20/2021	4,548.76 2461



|CITY OF SARATOGA SPRINGS LIVE

P 35 apwarrnt

VOUCHER VENDOR VENDOR NAME	DOCUMENT	PO	TYPE D	OUE DATE	AMOUNT CO	DMMENT
INVOICE: 102						
186670 3346 W B MASON CO INC INVOICE: 221065566	185325		INV 0	07/20/2021	1,311.13	c1138768
186671 3346 W B MASON CO INC INVOICE: 221200484	185326		INV 0	7/20/2021	23.94	C2650013
186672 3346 W B MASON CO INC INVOICE: 221387258	185327		INV 0	7/20/2021	36.64	C1067550
186673 3346 W B MASON CO INC INVOICE: 221134673	185328		INV 0	07/20/2021	124.68	C1067550
186674 3346 W B MASON CO INC INVOICE: 185329	185329		INV 0	7/20/2021	163.59	C2650013
186675 3346 W B MASON CO INC INVOICE: 185330	185330		INV 0	7/20/2021	289.23	C2650013
186676 3346 W B MASON CO INC INVOICE: 185331	185331		INV 0	7/20/2021	298.75	C1067550
186677 7143 WELLSPRING INVOICE: 185332	185332		INV 0	7/20/2021	3,000.00	2020 CDBG
186679 1973 WOLBERG ELECTRICAL SUPPLY CO INC INVOICE: 2333076	185334		INV 0	7/20/2021	183.89	2336119
186680 8897 WPS/TRICARE INVOICE: 20-124500	185335		INV 0	7/20/2021	100.00	MARY GALLIHER
186681 5495 ITT FLYT CORP INVOICE: 185336	185336		INV 0	7/20/2021	1,909.66	208008
186682 8892 THOMAS IACOBELLI INVOICE: 185337	185337		INV 0	7/20/2021	200.00	ZONING REFUND
186683 7562 GOLDBERGER AND KREMER INVOICE: JUNE 2021	185338	210087	INV 0	07/20/2021	1,972.00	RFP 2021-02
186684 1 COMMISSIONER OF FINANCE INVOICE: 185339	185339		INV 0	07/20/2021	52,659.38	PAYROLL REIMB
186685 405 SARATOGA ECONOMIC DEVELOPMENT CORP INVOICE: MR2021	185340		INV 0	07/20/2021	950.00	MEMEBER
		WZ	ARRANT I	COTAL	326,402.31	



CITY OF SARATOGA SPRINGS LIVE

WARRANT LIST BY VOUCHER

P 36 apwarrnt

WARRANT: 21JUL2

07/20/2021

VOUCHER VENDOR VENDOR NAME

DOCUMENT

PO

TYPE DUE DATE

AMOUNT COMMENT

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



City of Saratoga Springs

CITY HALL

474 Broadway Saratoga Springs, NY 12866 Telephone 518-587-3550 Meg Kelly Mayor

Michele Madigan Commissioner of Finance

Anthony J. Scirocco Commissioner of Public Works

Peter Martin Commissioner of Public Safety

John Franck Commissioner of Accounts

7/21/2021

Mark A. Castiglione, AICP Executive Director Capital District Regional Planning Commission One Park Place, Suite 102 Albany, NY 12205

Re: Saratoga Wilton Greenbelt Spur Trail

Dear Messrs. Castiglione and Franchini,

Thank you for your recent solicitation for proposals regarding CDTC/CDRPC's Community Planning Technical Assistance Program.

The City of Saratoga Springs fully supports this application for the Saratoga Wilton Greenbelt Spur Trail Technical Planning Assistance. The City of Saratoga Springs in coordination with the Town of Wilton is committed to 25% in-kind match of the project's total cost as identified in the project application. The in-kind match will be provided through staff time.

Saratoga Wilton Greenbelt Trail Planning Technical Support project will assist the City of Saratoga Springs, Town of Wilton, and Saratoga County identify bicycle and pedestrian routing options within a developed, auto-centric, commercial corridor to promote healthy alternatives to vehicular travel.

Saratoga Springs has invested heavily in the past four years in developing the Saratoga Greenbelt Trail network. The Downtown Connector Trail currently ends abruptly at the Exit 15 southeastern slip ramp. Technical assistance from CDTC and CDRPC will provide critical support to understand how to link the Downtown Connector to the natural beauty of the Bog Meadow Trail and the Louden Road County Forest Trail network while providing vital connections for commuters to travel to work and shoppers to travel to commercial destinations within the Wilton commercial corridor.

ı	l loo	k 1	forward	l to	vour	consid	lerati	ion o	ft	his	apr	olica	tion	

Sincerely,

Mayor Meg Kelly



Applicant Information:



2021 Community Planning Technical Assistance Program Application Form

••
Lead Municipality: City of Saratoga Springs, New York
Contact Person: Tina Carton
Address: 474 Broadway, Saratoga Springs, NY 12866
Phone Number: <u>518-587-3550</u> , ext. <u>2534</u> Email Address: <u>Tina.Carton@saratoga-springs.org</u>
Co-Applicant(s), if applicable: N/A
Project Information:
Project Name: Saratoga Greenbelt – Wilton Connector Trail
Is your project time sensitive? If yes, please describe:
No

Project Summary (not more than 100 Words):

Saratoga Wilton Greenbelt Trail Planning Technical Support project will assist the City of Saratoga Springs, Town of Wilton, and Saratoga County identify bicycle and pedestrian routing options within a developed, auto-centric, commercial corridor of the northeastern corner of City of Saratoga Springs and the southwestern corner of the Town of Wilton to promote healthy alternatives to vehicular travel.

Detailed Project Information:

 Describe the role of CDTC and/or CDRPC staff in the project. Include a detailed description of the scope of work and desired product. This will be informed by the pre-application meeting with CDTC and CDRPC staff.

The Community Planning Technical Assistance will support multi-jurisdictional, multi-modal transportation routes options in the identified project area to maximize mobility, reduce congestion, conserve fuel, and improve air quality. Technical assistance provided by CDTC and CDRPC will help identify locations for accessing bus, shared-vehicle and shared-ride services, bicycling, and walking infrastructure and need. It will allow future invest strategically in new multi-modal transportation infrastructure that supports sound economic development consistent with smart growth objectives.

CDTC/CDRPC will review the current information on file and work closely with City, Town, and County staff to understand potential routing for trails in the project area (see Map X).

- CDTC shall collect readily available traffic and pedestrian volume data.
- CDTC and CDRPC shall provide GIS mapping to locate primary destinations recreational, medical, and commercial; potential physical conflicts; and locate, if possible, City/Town/County/State Right of Way from tax map information and/or planning board site plan submittals.
- Collect data regarding accidents and provide information for pedestrian, bicycle, and vehicle accidents along the proposed route with associated map of accident site.
- Identify existing ADA and pedestrian accommodations, traffic control signs, and pavement markings throughout the corridor.

 Explain how the project relates to one or more Planning & Investment Principles in CDTC's New Visions 2050 Regional Transportation Plan. The Principles are listed at https://www.cdtcmpo.org/2050 and details are available in the Executive Summary at: https://www.cdtcmpo.org/images/new visions/NewVisions2050 Final ForWeb 09 08.pdf#page=28

This project directly relates to many of the Planning & Investment Principles:

Invest in a Quality Region

An investment in the establishment of a new trail increases the region's quality. Trails provide opportunities to live an active and healthy lifestyle, conserve and promote the use of natural and scenic resources, and make mobility easier among residents.

Support Economic Development

Trails increase commerce and raise property values, which are both vital to economic development.

Invest in Safety

Trails offer pedestrians and bicyclists a much safer way to travel than on busy roadways. This ultimately prevents accidents, eases traffic congestion, and reduces overall time spent on roads.

Invest in Complete Streets

This project includes the implementation of complete streets so that pedestrians, cyclists, and vehicles can all utilize roadways.

Encourage bicycle and pedestrian travel

The trails are designed specifically for bicycle and pedestrian travel.

Provide essential mobility for all

The project would provide people ease of mobility through the area.

Prioritize affordable and convenient travel options

Trails provide a way to utilize affordable and convenient travel options such as walking and biking.

Preserve the environment

Acquisition of land and/or constructing permanent trails preserves the area around the trails.

Other objectives/projects:

Built the regional trail network at a rate of 7 miles per year.

3.	Provide a project timeline including start and end dates.
4.	Describe the local commitment to the project including any work tasks and resources (both financial and in-kind) that will be contributed. All applicants are required to match the total project cost up to 25% of its value through staff time and local volunteers (in-kind services) or cash.
5.	Cost Estimate (as agreed to by CDTC and/or CDRPC):
	Total Cost:
	25% Match Commitment:
	1) Total In-Kind Match:
	2) Total Cash Match:
	3) = Total In-Kind + Cash:
S	ubmission Checklist:
	 □ Application Form □ Pre-Application Meeting Held □ Match Documentation Worksheet □ Municipal Commitment Letter

Match Documentation Worksheet

Following initial contact via a Pre-Submission discussion, a total project cost will be established by CDTC and/or CDRPC staff. A 25% match is required for this program. Provide an estimate of your anticipated match on this worksheet. At the conclusion of the project, the applicant will be required to document actual cash or in-kind match contribution of not less than 25% of the project cost.

In-Kind Match is a non-cash contribution of value provided by the municipality, organizations, or individuals participating in the project. In-kind match is typically the calculated value of personnel, goods, and services, including direct and indirect costs. The In-Kind Rate for volunteer time must be counted at the following standardized current rate for New York State https://www.independentsector.org/volunteer-time, unless a justifiable professional rate applies.

Cash Match, i.e., a cash contribution can come from municipal funds (general revenue), cash donations, third parties (i.e. partner organizations) or from non-federal grants.

In-Kind Match – Salaries / Wages / Travel (See https://www.gsa.gov/portal/category/26429 for current rates)

Activity Description	Rate (x/hr or x/mile)	Estimated Total Hours or Mileage	Value (Total Hours or Mileage * Rate)

In-Kind Match- Volunteer Hours

Activity Description	Number of Volunteers	Total Volunteer Hours	Volunteer Hourly Rate	Volunteer Value (=Total Hours * Rate)

Match Documentation Worksheet

Description					Total Value
Tota	l In-Kind Ma	atch (Sala	ries/Wages	s/Travel + Volunteer Hours + Oth	er)
		(3		- ,
Cash Match					
Description				Source (Non-Federal Grant, Donation, Municipal Budget)	
				•	•
				Total Cash N	latch
				Total Cash N	latch
LISE ONLY				Total Cash N	latch
USE ONLY				Total Cash N	latch
USE ONLY me CDRPC				Total Cash N	latch
me CDRPC	Rato	Hours	Total	Total Cash N	latch
	Rate	Hours	Total		
me CDRPC	Rate	Hours	Total	Total In-Kind +	Match
me CDRPC	Rate	Hours	Total	Total In-Kind +	Match
me CDRPC	Rate			Total In-Kind + Total Cash M	Match
me CDRPC	Rate		Total	Total In-Kind + Total Cash M	Match
me CDRPC	Rate			Total In-Kind + Total Cash M	Match
ne CDRPC yee ne CDTC	Rate			Total In-Kind + Total Cash M =Total Match	Match
ne CDRPC yee		Total		Total In-Kind + Total Cash M =Total Match	Matchatch
ne CDRPC yee ne CDTC		Total		Total In-Kind + Total Cash M =Total Match STAFF USE ONLY - Total P Total Value of Staff Time:	Matchatch

7

Total Project Value:	
25% Match Required	d:

Sample Commitment Letter

MUNICIPAL LETTERHEAD

DATE

Mark A. Castiglione, AICP Executive Director Capital District Regional Planning Commission One Park Place, Suite 102 Albany, NY 12205

Michael V. Franchini Executive Director Capital District Transportation Committee One Park Place, Suite 101 Albany, NY 12205

Re: PROJECT NAME

Dear Messrs. Castiglione and Franchini,

Thank you for your recent solicitation for proposals regarding CDTC/CDRPC's Community Planning Technical Assistance Program.

The MUNICIPALITY NAME fully supports this application for the PROJECT NAME. The MUNICIPALITY NAME is committed to 25% in-kind match of the project's total cost as identified in the project application.

BRIEF PROJECT DESCRIPTION OR STATEMENT ABOUT MUNCIPAL SUPPORT OF THE PROJECT

I look forward to your consideration of this application.

Sincerely,



Greenman-Pedersen, Inc. - Albany

Change Order Details

GEYSER ROAD (CR 43) TRAIL PIN 1759.83

Description The project will provide a continuous non-motorized connection, through the use of an 8 foot wide multiuse path on the north side of Geyser

Road that will link the Town of Milton, large residential developments, The Geyser Road Elementary School, The Veteran's Memorial Park, The Grande Industrial Park and the Saratoga Spa State Park. Through the Trails within the Spa State Park and therecently completed Railroad Run

Trail and signalized crossing of Route 50, these accommodations will also help to provide a continuous non-motorized connection from Geyser

Road to downtown SaratogaSprings. The improvements at the Geyser Road and NYS Route 50 intersection will also address motorized and non-

motorized traffic operational issues at this location.

Prime Contractor WM J Keller & Sons Construction Corp

1435 Route 9

Castleton, NY 12033

Change Order 4

Status Pending

Date Created 06/30/2021

Type Completion time change

Summary Time Extension

Change Order Description Due to additional requested items by owner.

Awarded Project Amount \$3,240,017.68

Authorized Project Amount \$3,240,017.68

Change Order Amount \$0.00

Revised Project Amount \$3,240,017.68

Change Order Details:

New Time Limits

Туре	Pending Deadline	Pending Cost per Day
Completion Date	12/31/2021	\$0.00
New Deadline to complete items that were added by the owner.		
1 time limit		
Contractor Will fall		
Engineer Mark Spall		
Project Owner		
NYSDOT		

Client#: 1692576 WILLIJ108

$oldsymbol{ACORD}_{\!\scriptscriptstyle oldsymbol{ iny}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2021

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

PRODUCER	CONTACT Will Pekrul	
USI Insurance Services LLC	PHONE (A/C, No, Ext): 716 314-2000	FAX (A/C, No): 716 314-2199
726 Exchange St. Ste 618	E-MAIL ADDRESS: will.pekrul@usi.com	(12)
Buffalo, NY 14210	INSURER(S) AFFORDING CO	OVERAGE NAIC #
716 314-2000	INSURER A : Zurich American Insurance Con	npany 16535
NSURED	INSURER B : ACE American Insurance Comp	any 22667
William J. Keller & Sons Construction C	INSURER C : American Guarantee & Liability	Ins Co. 26247
1435 Rt. 9 Castleton, NY 12033	INSURER D : American Zurich Insurance Con	npany 40142
	INSURER E : Charter Oak Fire Insurance Com	npany 25615
	INSURER F : Allied World Assurance (US) Inc	. 19489

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.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
X COMMERCIAL GENERAL LIABILITY	Х	X	GLO0093801			EACH OCCURRENCE	\$1,000,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
X Contractual Liab						MED EXP (Any one person)	\$10,000
X XCU Included						PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
OTHER:							\$
AUTOMOBILE LIABILITY	X	X	BAP0093800	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
X ANY AUTO						BODILY INJURY (Per person)	\$
OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
X \$250 Comp ded X \$500 Coll ded							\$
X UMBRELLA LIAB X OCCUR		X	N10906519006	07/01/2021	07/01/2022	EACH OCCURRENCE	\$5,000,000
X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	\$5,000,000
DED X RETENTION \$10,000		X	GXL000054901	07/01/2021	07/01/2022	Per Occ/Agg	\$5,000,000
WORKERS COMPENSATION		X	WC0093799	07/01/2021	07/01/2022	X PER OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE	N / A					E.L. EACH ACCIDENT	\$1,000,000
(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
Installation Fltr			QT6601H21282A	07/01/2021	07/01/2022	\$600,000	
Leased/Rented Eq.			QT6601H21282A	07/01/2021	07/01/2022	\$400,000	
Pollution Liab			03113407	07/01/2021	07/01/2022	\$1,000,000/2,000,000)
	CLAIMS-MADE X OCCUR X CONTRACTUAL LIABILITY X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X S250 Comp ded X \$500 Coll ded X UMBRELLA LIAB X OCCUR X EXCESS LIAB DED X RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Installation Fitr Leased/Rented Eq.	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X COntractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PROPIETORY AUTOS ONLY AUTOS ONLY X S250 Comp ded X \$500 Coll ded X UMBRELLA LIAB X CLAIMS-MADE DED X RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORYPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Installation Fitr Leased/Rented Eq.	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY AUTOS ONLY X \$250 Comp ded X \$500 Coll ded X UMBRELLA LIAB X OCCUR X EXCESS LIAB X CLAIMS-MADE DED X RETENTION \$10,000 X WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N PROPRIETOR/PARTNER/EXECUTIVE N N/A Installation Fitr Leased/Rented Eq.	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X COntractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC OTHER: AUTOMOBILE LIABILITY X X BAP0093800 X ANY AUTO OWNED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X S250 Comp ded X \$500 Coll ded X UMBRELLA LIAB X OCCUR X EXCESS LIAB X OCCUR X N10906519006 X GXL000054901 X WC0093799 N/A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Installation Fitr Leased/Rented Eq.	X COMMERCIAL GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CONTRACTUAL LIAB X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC OTHER: AUTOMOBILE LIABILITY X X BAPO093800 07/01/2021 X ANY AUTO OWNED AUTOS ONLY AUTOS ONLY X \$250 Comp ded X \$500 Coll ded X UMBRELLA LIAB X OCCUR X EXCESS LIAB X CLAIMS-MADE DED X RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N OWNED AUTOS ONLY X STORM AND AUTOS ONLY X WC0093799 07/01/2021 X MVC0093799 07/01/2021 CMC0000000000000000000000000000000000	INSR WYD POLICY NUMBER (MM/DD/YYY) (MM/DD/YY) (MM/DD/Y) (MM/DD/YY) (MM/DD/YY) (MM/DD/YY) (MM/DD/YY) (MM/DD/Y)	CLAIMS-MADE X CCUR X CONTractual Liab X X X COntractual Liab X X X X X X X X X

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

Please see additional pages for Project Specific Information

(See Attached Descriptions)

CENTIFICATE HOLDEN	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
1	me will Boutet

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DESCRIPTIONS (Continued from Page 1)

To the extent covered by endorsements:

General Liability:

U-GL-2162-A CW (Ed. 02/19) Additional Insured Automatic Owners, Lessees or Contractors CG 2032 (Ed. 04/13) Additional Insured Engineers, Architects or Surveyors Not Engaged by the Named Insured

U-GL-1345-B CW (Ed. 04/13) General Liability Supplemental Coverage Endorsement Includes Waiver of Subrogation, Primary & Non-contributory

U-GL-1521-B CW (Ed. 01/19) Blanket Notification To Others of Cancellation or Nonrenewal

Auto:

U-CA-424-G NY (Ed. 09/17) Coverage Extension Endorsement New York Includes Waiver of Subrogation, Additional Insured, and Primary & Non-contributory

U-CA-832-A CW (Ed. 01/13) Blanket Notification To Others of Cancellation or Nonrenewal

Umbrella:

XS-41887a (Ed. 01/14) Other Valid and Collectible Insurance (Additional Insured) XS-41864 (Ed. 01/14) Waiver of Our Right to Recover Payment

Workers Compensation:

WC000313 (Ed. 04/84) Waiver of Our Right to Recover From Others Endorsement WC990643 (Ed. 01/13) Blanket Notification To Others of Cancellation or Nonrenewal Endorsement

Re: D035384 - Geyser Rd (CR 43) Trail; D035384/PIN 1759.83 CITY RFP #2019-37.(Work includes excavation, backfill work and site restoration work. Installation of Fire Hydrant of approximately 190 linear feet of 10 ductile iron pipe, valves and fitting situated at: Geyser Road)

Designated contractor: William J. Keller & Sons Construction Co.

City of Saratoga Springs is additional insured on a primary and non-contributory basis with respect to General Liability, Auto Liability, and Umbrella/Excess Liability when required by written contract.



City of Saratoga Springs, NY Contract

City Project Number:	City	Project !	Name:	Geyser	Road	Trail PIN	1759.83	Construction

City Department: Mayor - 1000 Department Contact Person: Tina Carton City Ext. 2534

Company Name: Wm. J. Keller & Sons Construction Corp. Company Address: 1435 Route 9, Castleton, NY 12033

Company Telephone No.: (518) 732-7782 Company Fax No.: (518) 732-4574 Vendor and/or Service Provider Primary Contact: John D. Keller, Jr. Title: President

Primary Contact Email: info@wmjkellerandsons.com

Service to be Provided: Construction of trail accessories and infrastructure

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 Geyser Road Trail PIN 1759.83 Construction, the Vendor and/or Service Provider submitted proposals dated June 30, 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 December 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 Zero Dollars (\$0.00), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
- 4. Notice: Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor 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 Tina Carton, Admin of Parks, Open Lands, Historic Preservation and Sustainability. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor, 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: Wm. J. Keller & Sons Construction Corp.

- 5. <u>Conflicts of Interest</u>: 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.
- 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.
- 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 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.

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

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

- 10. Indemnification: The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
- 11. <u>Compliance with Federal and State Regulations</u>: 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. <u>Safety:</u> 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. <u>Iranian Energy Sector Divestment:</u> 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. <u>Venue</u>: 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. <u>Assignment:</u> 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. <u>Termination</u>: The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
- 22. <u>Default</u>: 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. <u>Severability</u>: 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. <u>Modification</u>: 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.

<u>City Certification</u>: 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.

<u>Vendor and/or Service Provider Certification</u>: 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 Failles, having agreed to the terms and the recitals sectorin herein, and if	Trefying thereon, herein signs this Agreement.	
Vendor and/or Service Provider Signature:	Date:	
Print Name: Wm. J. Keller & Sons Construction Corp.		
Title:		
City of Saratoga Springs' Signature:	Date:	
Print Name: Meg Kelly Title: Mayor City Council Approval D	rate:	



Greenman-Pedersen, Inc. - Albany

Change Order Details

GEYSER ROAD (CR 43) TRAIL PIN 1759.83

Description The project will provide a continuous non-motorized connection, through the use of an 8 foot wide multiuse path on the north side of Geyser

Road that will link the Town of Milton, large residential developments, The Geyser Road Elementary School, The Veteran's Memorial Park, The Grande Industrial Park and the Saratoga Spa State Park. Through the Trails within the Spa State Park and therecently completed Railroad Run

Trail and signalized crossing of Route 50, these accommodations will also help to provide a continuous non-motorized connection from Geyser

Road to downtown SaratogaSprings. The improvements at the Geyser Road and NYS Route 50 intersection will also address motorized and non-

motorized traffic operational issues at this location.

Prime Contractor WM J Keller & Sons Construction Corp

1435 Route 9

Castleton, NY 12033

Change Order 4

Status Pending

Date Created 06/30/2021

Type Completion time change

Summary Time Extension

Change Order Description Due to additional requested items by owner.

Awarded Project Amount \$3,240,017.68

Authorized Project Amount \$3,240,017.68

Change Order Amount \$0.00

Revised Project Amount \$3,240,017.68

Change Order Details:

New Time Limits

Туре	Pending Deadline	Pending Cost per Day
Completion Date	12/31/2021	\$0.00
New Deadline to complete items that were added by the owner.		
1 time limit		
Contractor Will fall		
Engineer Mark Spall		
Project Owner		
NYSDOT		

Client#: 1692576 WILLIJ108

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2021

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

PRODUCER USI Insurance Services LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 716 314-2000		CONTACT Will Pekrul					
		PHONE (A/C, No, Ext): 716 314-2000	FAX (A/C, No): 716 314-2199				
		E-MAIL ADDRESS: will.pekrul@usi.com					
		INSURER(S) AFFORDING COVI	ERAGE NAIC #				
		INSURER A : Zurich American Insurance Compa	any 16535				
William J. Keller & Sons Construction C 1435 Rt. 9 Castleton, NY 12033	INSURER B : ACE American Insurance Compan	y 22667					
		INSURER C : American Guarantee & Liability Ins	s Co. 26247				
		INSURER D : American Zurich Insurance Compa	any 40142				
	Castleton, NY 12033	INSURER E : Charter Oak Fire Insurance Compa	any 25615				
		INSURER F : Allied World Assurance (US) Inc.	19489				

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.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
X COMMERCIAL GENERAL LIABILITY	Х	Х	GLO0093801			EACH OCCURRENCE	\$1,000,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
X Contractual Liab						MED EXP (Any one person)	\$10,000
X XCU Included						PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
OTHER:							\$
AUTOMOBILE LIABILITY	X	X	BAP0093800	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
X ANY AUTO						BODILY INJURY (Per person)	\$
OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
X \$250 Comp ded X \$500 Coll ded							\$
X UMBRELLA LIAB X OCCUR		Х	N10906519006	07/01/2021	07/01/2022	EACH OCCURRENCE	\$5,000,000
X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	\$5,000,000
DED X RETENTION \$10,000		X	GXL000054901	07/01/2021	07/01/2022	Per Occ/Agg	\$5,000,000
WORKERS COMPENSATION		Х	WC0093799	07/01/2021	07/01/2022	X PER OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE	N / A					E.L. EACH ACCIDENT	\$1,000,000
(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
E Installation Fltr			QT6601H21282A	07/01/2021	07/01/2022	\$600,000	
E Leased/Rented Eq.			QT6601H21282A	07/01/2021	07/01/2022	\$400,000	
F Pollution Liab			03113407	07/01/2021	07/01/2022	\$1,000,000/2,000,000)
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see additional pages for Project Specific Information

(See Attached Descriptions)

CENTIFICATE HOLDEN	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			
1	me will Boutet			

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DESCRIPTIONS (Continued from Page 1)

To the extent covered by endorsements:

General Liability:

U-GL-2162-A CW (Ed. 02/19) Additional Insured Automatic Owners, Lessees or Contractors CG 2032 (Ed. 04/13) Additional Insured Engineers, Architects or Surveyors Not Engaged by the Named Insured

U-GL-1345-B CW (Ed. 04/13) General Liability Supplemental Coverage Endorsement Includes Waiver of Subrogation, Primary & Non-contributory

U-GL-1521-B CW (Ed. 01/19) Blanket Notification To Others of Cancellation or Nonrenewal

Auto:

U-CA-424-G NY (Ed. 09/17) Coverage Extension Endorsement New York Includes Waiver of Subrogation, Additional Insured, and Primary & Non-contributory

U-CA-832-A CW (Ed. 01/13) Blanket Notification To Others of Cancellation or Nonrenewal

Umbrella:

XS-41887a (Ed. 01/14) Other Valid and Collectible Insurance (Additional Insured) XS-41864 (Ed. 01/14) Waiver of Our Right to Recover Payment

Workers Compensation:

WC000313 (Ed. 04/84) Waiver of Our Right to Recover From Others Endorsement WC990643 (Ed. 01/13) Blanket Notification To Others of Cancellation or Nonrenewal Endorsement

Re: D035384 - Geyser Rd (CR 43) Trail; D035384/PIN 1759.83 CITY RFP #2019-37.(Work includes excavation, backfill work and site restoration work. Installation of Fire Hydrant of approximately 190 linear feet of 10 ductile iron pipe, valves and fitting situated at: Geyser Road)

Designated contractor: William J. Keller & Sons Construction Co.

City of Saratoga Springs is additional insured on a primary and non-contributory basis with respect to General Liability, Auto Liability, and Umbrella/Excess Liability when required by written contract.





MICHELE D. CLARK-MADIGAN

COMM. OF FINANCE

ANTHONY SCIROCCO COMM. OF PUBLIC WORKS

ROBIN DALTON COMM. OF PUBLIC SAFETY

JOHN FRANCK COMM. OF ACCOUNTS

City of Saratoga Springs, NY

Invitation for Bid

Sale of Vacant Property Henry/Caroline Street

PREPARED BY: Vincent J. DeLeonardis, City Attorney July 20, 2021

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2021-15 - Sale of Vacant Property

Name of Bidder: _____

IFB Opening: Tuesday Insert month/day, 2021 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866

NOTICE TO BIDDERS

The City of Saratoga Springs, New York, will receive sealed bids for the purchase of vacant property located at the corner of Henry Street and Caroline Street (Tax Map ID#s 165.60-1-35 & 165.60-1-36). The sealed bid must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 474 Broadway Suite 14, Saratoga Springs, New York, 12866, by Tuesday Insert month/day, 2021 at 2:00 p.m. at which time they will be publicly opened and read.

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

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

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

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

INSTRUCTIONS TO BIDDERS

1. IFB DOCUMENTS:

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

2. INTERPRETATION OR ADDENDUMS:

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

3. BIDS:

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

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4. NON-COLLUSIVE BIDDING AND VENDOR CERTIFICATIONS:

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

5. CORRECTIONS:

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

6. RECEIVING BIDS:

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

7. OPENING OF BIDS:

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

8. WITHDRAWAL OF BIDS:

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

9. EVALUATION PROCESS:

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

10. AWARD OF CONTRACT: REJECTION OF BIDS

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

The City, however, reserves the right to:

 reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in the City's best interest.

11. EQUAL EMPLOYMENT OPPORTUNITY:

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

12. AMERICANS WITH DISBILITY ACT:

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

13. CIVIL RIGHTS:

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

14. SEXUAL HARRASSMENT:

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

15. COMPLIANCE:

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

BID SUBMITTAL INSTRUCTIONS

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

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

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

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

IFB #: 2021-15 – Purchase of Vacant Property: Henry/Caroline Street
Name of Bidder:
Bid Opening: Tuesday Insert month/day, 2021 at 2:00 p.m.

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

City of Saratoga Springs Department of Accounts 474 Broadway Suite 14 Saratoga Springs, NY 12866

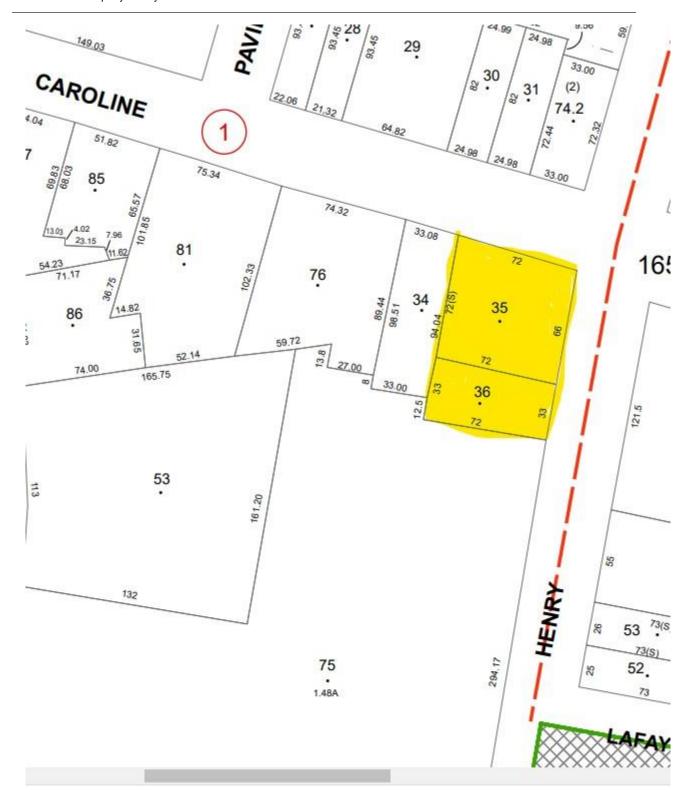
SPECIFICATIONS/DETAILS

GENERAL

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

Statement of Intent

The City of Saratoga Springs City Council hereby invites sealed bids to purchase real property owned by the City and identified as Tax Map Parcel ID #s 165.60-1-35 and 165.60-1-36. The property is situated at the southeast corner of Caroline Street and Henry Street, Saratoga Springs, NY 12866 and consists of two (2) parcels currently utilized for surface parking. The property is comprised of +/- 7,344 square feet or +/- 0.17 acres. The property is depicted on the Tax Map as follows:



Cale of Vacant Hoperty. Horizy caroline officer. If B #2521 10

The City of Saratoga Springs City Council, by Resolution unanimously adopted on May 4, 2021, determined the property no longer useful, suitable or necessary for municipal purposes and approved the sale of such property through the competitive bidding process in accordance with Section 8.4 of the City Charter.

Minimum Acceptable Bid

Minimum acceptable bids shall be no less than Five hundred Thousand Dollars (\$500,000.00).

Inspection of Property/No Warranties

All persons interested in the subject property are invited and cautioned to thoroughly inspect the property prior to submitting an bid. The property is being sold on an "As is, Where is" basis. No warranties or representations, either express or implied, concerning the property are made by the City of Saratoga Springs or the City Council. Interested bidders are encouraged to perform an independent investigation and records search prior to submitting a bid for the property.

Financing/Municipal Approvals

The sale of the property to the successful bidder is not conditioned on the buyer obtaining financing. Any and all future use and/or development of the property is subject to compliance with applicable land use and zoning regulations. A certified bank letter shall be required in the response to this IFB evidencing the bidder's ability to financially purchase the property in question for the amount bid.

Possession/Transfer of Title

Possession and transfer of title will occur at closing, which must occur within sixty (60) days of the Notice of Award date. Title shall be conveyed by quit claim deed.

Title Insurance/Closing Fees

The successful bidder shall be solely responsible for the payment of premiums and fees associated with title insurance, and any and all closing fees, recording charges, transfer tax and any other required payment.

Indemnification

Bidders making the offer agree for and on behalf of him/herself, his/her heirs, successors and assigns that he/she shall indemnify and hold the City of Saratoga Springs harmless from any and against any claim, demand or cause of action arising or alleged to have arising out of the sale or failure to sell the property, including claims for personal or bodily injury, death or contract damages. Neither the City of Saratoga Springs nor the City Council shall indemnify the successful or submitting bidder(s).

TOTAL BID IN FIGURES: \$				
TOTAL BID WRITTEN:				
INDIVIDUAL/COMPANY NAME:				
ADDRESS:				
		Phone No. ()	_
(City)	(State)	(Zip)		
E-MAIL ADDRESS:				
AUTHORIZED SIGNATURE:				
PRINTED NAME:				
TITLE:		DATE:		

City of Saratoga Springs, NY Sale of Vacant Property: Henry/Caroline Street: IFB #2021-15 IFB Opening: Tuesday month/day, 2021 2:00 p.m.

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

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

City Saratoga Springs' VENDOR CODE OF CONDUCT

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

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

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

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

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

Signature:	Printed name:	
Title:	Date:	
Company Name:		_
Company Address:		<u> </u>
Subscribed to under penalty of perjury under the la 2021 as the act and deed of said corporation of pa	aws of the State of New York, this day of rtnership.	,



SARATOGA COUNTY PLANNING BOARD

TOM L. LEWIS CHAIRMAN

JASON KEMPER DIRECTOR

June 25, 2021

John P. Franck, Commissioner of Accounts City of Saratoga Springs Saratoga Springs City Hall 474 Broadway Saratoga Springs, NY 12866

RE: SCPB Referral Review #21-80-Unified Development Ordinance (w/text and map changes to zoning)-a proposed unified document that compiles city code, land use code, zoning and subdivision regulations together to provide a more efficient and user-friendly tool

Location: citywide

Received from the City of Saratoga Springs City Council on May 24, 2021

Reviewed by the Saratoga County Planning Board on June 17, 2021

Decision: Approve

Comment:

Following upon the City Council's adoption of the 2015 Comprehensive Plan, Behan Planning was contracted to undertake a Unified Development Ordinance. Begun in 2016, one of the initial directions in developing the UDO was for the City Council and Behan Planning to streamline the current zoning ordinance and make it more user-friendly. Through the efforts of city staff and a Technical Review Advisory Committee (TRAC) the intent was to create one unified planning/zoning/code/policy document (the UDO) and move it toward public presentation, participation and adoption. The process moved slowly, with Mayor Meg Kelly restarting the various processes in 2018, particularly with the City Council beginning in August 2018 its contractual agreement with Camiros, Ltd., a firm headquartered in Chicago that specializes in master planning, zoning and urban design.

Much of the initial work by the new Consultant and City staff involved drafting a zoning map that will be in alignment with the 2015 Comprehensive Plan. Recent land use applications to the Council and the Planning Board had resulted in scrutiny by residents of the City's zoning and various applications as they related to conformity with the Comprehensive Plan. In late 2019, such moves for alignment between zoning and the Comp Plan were evidenced by the Council's adoption of 18 zoning map changes. One of the 18 district changes affected an existing residential neighborhood in that the change eventually permitted a zoning district for medical office uses (Comp Plan designated as Institutional, changed to Office/Medical Business). Additionally, the proposed zoning change for Railroad Run behind the Rt. 50 Market 32 from West Circular Street to New Street resulted in a zoning change from Warehouse District (WD) to Urban Residential—3 (UR-3). Some other zoning issues that were to be tackled in the beginning of the UDO's process were height bonuses afforded for new building construction downtown (increasing height from 70' to 96') and possible increased density (decreasing lot

50 WEST HIGH STREET BALLSTON SPA, NY 12020

(518) 884-4705 PHONE (518) 884-4780 FAX size) for a SF dwelling from 6,600 to 5,000 in the UR-3 District (particularly in the established and historic neighborhoods of the city's west side). These early draft revisions were modified as the UDO draft process continued.

Most recently, on April 20, 2021, a presentation of the updated Draft 3.0 was made to the City Council. All along in the process of creating a Unified Development Ordinance the highlighted goals or purposes of the UDO have been to:

- Incorporate the objectives of the 2015 Comprehensive Plan (but not the document itself) into the UDO,
- Implement the City's Complete Streets Plan (policy and plan), and its
- Urban Forest and Community Master Plan,
- The Open Space Master Plan,
- The Saratoga Greenbelt Trail Plan, and
- City Code,
 - *subdivision regulations
 - *stormwater management regulations

while developing a user-friendly document with graphics, matrices, and fully defined terms and updated standards. It was recognized that zoning districts may need to be evaluated in order to determine whether there should be consolidation of districts and/or their reorganization or restructuring (as there are currently 31 different zoning districts).

Some aspects of new proposals in the UDO related to zoning have become an exercise of in-depth review of what uses to permit (both new and existing) with some recommendations being made to both eliminate and consolidate some Districts (OMB-1 and OMB-2 to be combined; UR-5 and 7 to be eliminated, UR-6 to become Residential Mobile Home Park (RMHP)). The transect districts T-4 and T-5 will permit uses as of right without each having to go before the planning board for separate review for issuance of a Special Use Permit. Some changes involve name changes, such as the Tourist Related Business District being changed to Gateway Commercial-Rural (South Broadway, for example, where some permitted uses of the District are being eliminated and some are being added).

Some comments have been made by advocacy and civic groups that proposed changes are not desired, such as Sustainable Saratoga's belief that in the Rural Residential District (in the South Broadway Gateway and the Greenbelt) the UDO is allowing for too many (undesired/too intense) uses. Also, the Saratoga Springs Chamber of Commerce has expressed concern over the proposal to run a linear 250-ft. depth of the zoning district line for demarcation between GC-R (Gateway Commercial-Rural) and Rural Residential (RR) lands to the rear along South Broadway. We understand that to the Chamber this line is being created indiscriminately, while to the City it emphasizes its desire for commercial development to be located to the front of South Broadway lands. We don't know that there is a concern on the Chamber's part as to the uses proposed in the GC-R District, but the issue is with the depth of the District line and the members of the Saratoga County Planning Board concurred. For zoning district lines in other areas throughout the city to follow parcel boundaries, and for such a method to be common-practice among county municipalities, it appears that the need(s) for implementing a 250-ft. zoning district demarcation has not been substantiated in a manner defining its reason or rationale.

If the City desires using a line of demarcation rather than following the rear bounds of subject parcels, there appears to be the need for and an opportunity for discussion between business interests, the interests of landowners and City officials/staff. In discussion among members, our Board recognized concerns over the relatively shallow (and unnecessary) depth proposed. In that discussion it was noted that such shallow district depth doesn't appear to take into consideration design and development features required for commercial uses along a state corridor, such as:

• Providing sufficient area beyond building and parking for the construction of private sanitary systems with the proper separation distance between wells and septic where necessary,

- The need to provide depth for off-street commercial parking on the side and rear yards that sufficiently meets city standards for stalls and aisles while meeting yard and pavement setbacks,
- Designing these sites to allow sufficient area for snow storage beyond the pavement necessary for parking and vehicular circulation,
- The shallow lot depth may create an inability to make full use of available land to design around existing and recognized development constraints, particularly the recognizable wetlands and heavy soils,
- For example, the attractive development of a hotel site to the north of the subject area along South Broadway would not have been possible if constrained by the 250-ft. district depth,
- With property owners facing the obstacle of split-zoning in the development of their individual parcels
 the city may experience the preponderance of area and use variances that would otherwise be
 unnecessary,
- Shallow depth and smaller lot areas may result in undesirable commercial sprawl development that does not present a cohesive plan of development in a principal gateway into Saratoga Springs, and
- The desire of the City to attract gateway projects to a long-neglected corridor may be thwarted because the design features afforded (and not necessarily only monetarily) with larger and more interesting projects will never be attracted to land constrained by shallow depths that do not allow full utilization.

Overall, we note that the zoning map proposes minor modifications, with the majority of Districts and parcels being unchanged, some in name only.

Adoption of the UDO may result in proposed changes regarding subdivision review and our interaction with the city staff under our GML 239 review process. For example, as lot line adjustments are now reviewed and stamped administratively by the City Planning Board Chairman, it is also proposed that the consolidation of two lots will be done administratively, with no SEQR process. Over time of implementing this process, we will have to review in what way it affects the referral process between City and County planning/zoning staffs.

From the perspective of the county planning board review of a municipality's legislative action, it is the Board's recommendation for approval of the Unified Development Ordinance primarily for three reasons:

- 1. because the document does not in itself result in any significant adverse or negative impacts that are of a countywide or intermunicipal nature,
- 2. during the entirety of the process creating the UDO it has been undertaken by professional city planning staff and a contracted professional land use and design firm, and
- 3. for over 5 years there has been active public participation, input and interaction as well as document review and discussion with City elected officials and staff.

Overall, from the vantage of the Saratoga County Planning Board and its purposes/practices as defined by General Municipal Law section 239-l, m and n, the creation of this Unified Development Ordinance has served the purposes of the City of Saratoga Springs and resulted in completion of the community's intent for a review and re-organization of existing local policy and land use practices. Additionally, we note that the amalgamation of the proposed policies and amendments (as applicable to the zoning map and text and with which the SCPB and city boards & staff relate) in and of themselves, present no new impacts relative to land uses, to the state and county road systems, nor of intermunicipal impacts with adjoining communities of Malta, Wilton, Greenfield and Milton.

In conclusion, I note and concur with the general reflection offered by a city resident of consistent and vocal involvement who noted in a post to *saratogaspringspolitics.com* on February 13, 2020. Observations regarding the document, resident participation and an open, even-handed review process were made by John Kaufmann in which he ended by stating that "While I have been frustrated by the failure to date to provide an annotated document that compares the current standards to the proposed standards in the many areas the UDO addresses, I know that the Council listens as does Vince [City Attorney]. If our arguments are sound and they will make the UDO better I continue to believe that the UDO will be amended to address public concerns." The Saratoga

County Planning Board came away with the same emphasis for the process and exercise to continue with input reflective of public concerns.

Michael Valentine, Senior Planner Authorized Agent for Saratoga County

DISCLAIMER: Recommendations made by the Saratoga County Planning Board on referrals and subdivisions are based upon the receipt and review of a "full statement of such proposed action" provided directly to SCPB by the municipal referring agency as stated under General Municipal Law section 239. A determination of action is rendered by the SCPB based upon the completeness and accuracy of information presented by its staff. The SCPB cannot be accountable for a decision rendered through incomplete or inaccurate information received as part of the complete statement.



CITY OF SARATOGA SPRINGS

DESIGN REVIEW COMMISSION



City Hall - 474 Broadway Saratoga Springs, New York I 2866 Tel: 518-587-3550 x.2517 www.saratoga-springs.org Tamie Ehinger, *Chair*Chris Bennett
Karen Cavotta
Leslie DiCarlo
Rob DuBoff
Tad Roemer
Ellen Sheehan
Jeffrey Gritsavage, *Alternate*

July 16, 2021

Meg Kelly, Mayor Michele Madigan, Commissioner of Finance John Franck, Commissioner of Accounts Anthony Scirocco, Commissioner of DPW Robin Dalton, Commissioner of DPS City Hall - 474 Broadway Saratoga Springs, New York 12866

RE: Advisory Opinion to the City Council
DRC #20210471 Final Draft Unified Development Ordinance

Dear Mayor and Commissioners:

Pursuant to City Council action on May 5, 2021 requesting an advisory opinion from the Design Review Commission, this Board has reviewed the Draft Unified Development Ordinance, heard from the public, and deliberated at its May 26, June 14, and July 7, 2021 meetings.

On June 16, 2021, the Design Review Commission requested a two-week extension from the City Council to provide the advisory opinion. On July 6, 2021, the City Council honored the Design Review Commission's request, affording the Board until July 17, 2021 to provide their opinion.

The Design Review Commission, as required by the City's Zoning Ordinance, reviewed whether the proposed revisions are consistent with the City's 2015 Comprehensive Plan and discussed possible changes that would align with the goals and purpose of the document in order to encourage positive development in the City of Saratoga Springs.

The DRC finds the proposed Unified Development Ordinance to be consistent with the 2015 Comprehensive Plan and issues a favorable advisory opinion with the following considerations.

Considerations:

- 1. **Table 4-B:** The DRC recommends modifying to read, "All buildings must be oriented toward a *primary* public street." In the instance where there is a corner lot involved, a structure should be oriented to face the most prominent street rather than a side street. It is recommended that this standard be applied to all single-family, single-family attached, and two-family dwellings (Article 8).
- 2. **Table 4-B:** The DRC recommends adding the design requirements #3, 6, 8, 10, and 15 to the NCU and AC Districts. The three Zoning Districts that this table encompasses are very similar and the Board feels it is appropriate to require new construction in these zones to meet the same standards.

- 3. **Section 8.4.GG.2.a (Historic Carriage House):** The DRC recommends the conversion of a historic carriage house be permitted for parcels of any existing use, not only single-family. In order to encourage the restoration of many of these old carriage houses, we would not want to place too many restrictions on a homeowner's ability to do so.
- 4. **Section 8.4.GG.I.** (Historic Carriage House): The DRC proposes modifying the definition of Historic Carriage House to read, "historic carriage house that historically served as storage of horse-drawn carriages and tack *or automobiles*, and sometimes..." Some of these historic structures were built specifically to house automobiles, not necessarily carriages and are historic in their own right.
- 5. **Section 8.4.GG.2.a (Historic Carriage House):** The current language states that a historic carriage house or barn can be converted to a dwelling if it is listed or eligible to be listed as a historic structure or contributing structure on the local, state, or national historic register. The DRC recommends that if a property is only eligible to be listed and a conversion to a dwelling is made that the homeowner would be required to go through the process to list the structure on the National Register in order to further protect the structure and promote its longevity.
- 6. **Section 8.4.GG.2.d (Historic Carriage House):** Modify to say, "...as a principal dwelling, any initial or future alterations require historic review approval by the Design Review Board whether or not located in a Design Review District." for clarity.
- 7. **Section 9.4. Exterior Lighting:** Light pollution is a big issue in and around the City. The DRC recommends an evaluation done on the proper illumination at the property line so as not to become a hindrance on neighbors, traffic, and pedestrians.
- 8. **Section 9.5.J.:** This section notes that the front face of a detached garage shall be a minimum of 20' from the front property line. The DRC recommends this standard for the front of an attached garage as well, to allow for a car to be parked in a driveway without impeding pedestrian access to the sidewalk and/or right-of-way.
- 9. **Section 12.4.E. Illumination:** The allowable illumination of I foot-candle is much brighter than what many other communities are considering acceptable. The DRC recommends an evaluation on proper illumination of signage be done so as not to become a hindrance on neighbors, traffic, and pedestrians.
- 10. **Section 12.4.E. Illumination:** In order to promote consistency of color temperature in our downtown, the DRC would recommend adding a range scale of 2500-3500 kelvins. Anything higher than 3500 can result in harsh glare with greater off-site impacts.
- 11. **Section 12.6.K.5. Window Sign:** The DRC recommends adding, "Any illuminated window sign or electronic screen between 2 square feet and 6 square feet in size requires review by the DRC regardless of the need for a sign permit. Each storefront is limited to a maximum of one such sign per store front regardless of size."
- 12. **Section 12.7.B.3. Blade Sign:** Based on research and evaluation of other municipalities, the DRC recommends a maximum projection of 3 feet 6 inches. Based on other size and height restrictions, the Board feels this is more appropriate in scale. The proposal of 30" or the 24" that was previously proposed has not been readily used elsewhere and is not recommended.
- 13. **Section 12.7.B.3.f. Blade Sign:** The DRC proposes modifying this point to only permit externally illuminated signs.

- 14. **Table 13-B Required Notice:** The DRC recommends that published noticing should be done for all demolitions of structures regardless of significance. We feel that this is an educational opportunity to inform the community of a proposed loss to the historic fabric.
- 15. Table 13-B Required Notice: The DRC recommends that on-site property noticing should be done for all new construction including additions, accessory structures, and fences that are in the process of going through design review. We feel that this is an educational opportunity to inform the community of proposed projects.
- 16. **Table 13-B Required Notice:** The DRC recommends that on-site property noticing for all approvals by the Design Review Commission be required, similar to a building permit. This helps to make people aware of the process and indicate that approvals have been given.
- 17. Section 13.9.D.I.e.iv. Historic Review Applicability actions subject to review: The DRC recommends this be modified to include the review of "mini splits and the necessary plumbing".
- 18. Section 13.9.D.1.j.iv. Historic Review Applicability actions exempt from review: The DRC recommends adding the language, "Replacement in-kind of any exterior feature that is deteriorated beyond repair." This is language derived directly from NYS Parks, Recreation and Historic Preservation guidelines for historic preservation and reduces subjectivity of "in-kind" replacement.
- 19. **Section 13.9.H. Demolition:** The DRC notes that there are many historic properties and structures that should be protected that are outside of the Historic and Architectural Review Districts. In order to help protect these important pieces of Saratoga Springs history, the DRC suggests modifying this section to read, "The removal of 25% or more of an existing principal or accessory structure either listed or eligible to be listed on the National Register located within the inner district of the City of Saratoga Springs will be subject to Design Review Board review."
- 20. **Review of City Projects:** The Design Review Commission appreciates that the current City Council has been doing an excellent job in the stewardship of the City's historic buildings. In case this is not always the situation, the DRC proposes to mandate an advisory opinion from the necessary land use boards for all City projects, not just City Landmarks. This offers some protection for our new and Historic buildings, things that the Council seems to value now.
- 21. **Architectural Review District Map:** To eliminate vagueness in review areas, the DRC recommends this language for review of parcels, "Architectural Review extends to the full extent of the lot for any lot with 50% or more of its frontage within the 100 foot review setback as dictated on the Architectural Review map."

Commissioner Madigan's Questions:

The Design Review Commission received an undated letter from Commissioner Madigan seeking additional input regarding a number of items. The DRC has reviewed and discussed each of the points made and finds the following as applicable to the Design Review Commission:

I. South Broadway Split Zoning: The DRC does not typically comment on matters pertaining to zoning, as it is outside of our purview, however, development and design along the gateway is an important consideration to our City. As it pertains to the question on the split zoning along the gateway area of South Broadway, the Design Review Commission believes that it is possible that development will not be impeded should the Zoning Districts remain as is. The goal of the gateway areas is to encourage appropriate development along the entrances into the City, and by pushing back development, it starts to

Draft Unified Development Ordinance Design Review Commission Advisory Opinion

detract from the goal of the gateway areas. It is possible that development will not be impeded should the Zoning Districts remain as is, and in fact, there have been several recent projects that have been successful in their planning and design despite zoning constraints and restrictions. The DRC would not recommend modifying the depth of the Zoning Districts.

2. Saratoga National Golf Course Project and Definition of a Golf Course: The DRC would not typically comment on uses, however, form in terms of mass, scale, and height are important considerations. The property specifically in question is located in the Rural Residential (RR) Zoning District, the goal being to preserve rural character and open space. If a large resort were to be proposed in this location, it would be important that any structures reflect the rural character of the District. A large, extravagant structure would be inappropriate; however, there may be ways that such a structure could be creatively designed in a way that would be appropriate in form for this area.

Overall, the Design Review Commission finds this to be a user-friendly document that is very helpful in aiding applicants and Board members alike in development for the City.

Following discussion on this matter on May 19 and June 2, 2021, the Design Review Commission issues the following opinion:

Motion to issue a Favorable advisory opinion to the City Council on the proposed Unified Development Ordinance – passed 6-0 (Ehinger, Bennett, Cavotta, DiCarlo, Roemer, Sheehan)

Respectfully submitted,

Design Review Commission

Tamie Ehinger, Chair

June 16, 2021

Received by Accounts

cc: Accounts Dept.
Applicant/Agent



CITY OF SARATOGA SPRINGS

PLANNING BOARD

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MARK TORPEY, Chair SARA BOIVIN, Vice Chair TODD FABOZZI RUTH HORTON KERRY MAYO JASON DOTY SHAWNA JENKS, Alternate CHRIS PIPIA, Alternate

July 16, 2021

Meg Kelly, Mayor
Michele Madigan, Commissioner of Finance
John Franck, Commissioner of Accounts
Anthony Scirocco, Commissioner of DPW
Robin Dalton, Commissioner of DPS
City Hall - 474 Broadway
Saratoga Springs, New York 12866

RE: Advisory Opinion to the City Council

PB#20210472 Final Draft Unified Development Ordinance

Dear Mayor and Commissioners:

Pursuant to your request, the Planning Board continues to actively review the final draft of the Unified Development Ordinance (UDO) in anticipation of issuing an advisory opinion. The Planning Board has reviewed and discussed the UDO at a number of workshops and meetings and anticipates issuing an advisory opinion to the City Council within the next 2 weeks.

The Zoning Ordinance provides for a 60 day timeframe for the Planning Board to return their advisory opinion to the City Council. The Board previously requested an additional 15 days and now requests an additional 14 days for further consideration of the Planning Board's advisory opinion.

If you have any questions regarding the above comments, please contact me.

Sincerely,

Mark Lorpe

Chair



June 24, 2021

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

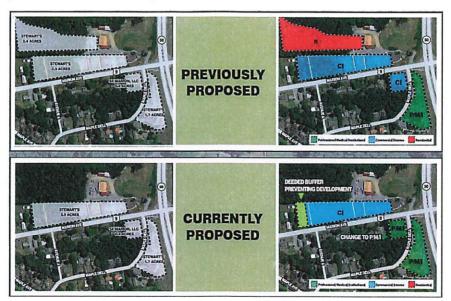
Mayor Kelly and Members of the Saratoga Springs City Council,

Stewart's originally appeared for the "Marion Avenue – Maple Dell PUD" in March and subsequently appeared before the Planning Board and Design Review Commission (DRC) for their advisory opinions.

Upon receiving comments, particularly from the Planning Board there were modifications made to the originally submitted plans including:

- Providing deeded buffer of forty (40) feet to 11 Marion Ave,
- Removal of residential component on interior lot,
- Decreasing intensity of 34 Marion Ave to PMI, and;

Those changes generated the revised maps below.



At the Council's next availability, Stewart's requests the ability to return and discuss these changes along with the Host Community Benefit Agreement which has been sent to the City Attorney via separate cover.

Respectfully,

Chuck

Charles "Chuck" Marshall Stewart's Shops Corp.

Attachments: PUD Concept Plan

Revised PUD Language

AMENDMENT TO THE ZONING ORDINANCE OF THE CITY OF SARATOGA SPRINGS TO ESTABLISH THE PLANNED UNIT DEVELOPMENT DISTRICT KNOWN AS "MARION AVENUE – MAPLE DELL PLANNED UNIT DEVELOPMENT"

BE IT ORDAINED by the City of Saratoga Springs, following a public hearing as follows:

Section I: Name

The ordinance shall be known the "Marion Avenue – Maple Dell Planned Unit Development" which amends Section 240 of the Zoning Ordinance of the City of Saratoga Springs. The Marion Avenue – Maple Dell Planned Unit Development shall herein be referred to as the PUD.

Section II: Amendments

Upon adoption of this PUD legislation, the Zoning Ordinance and the Zoning Map of the City of Saratoga Springs shall be amended to reflect the Marion Avenue – Maple Dell PUD.

Section III: Boundary

The PUD shall include tax maps numbers listed via Section, Block and Lot: 166.5-2-40, 166.5-3-25, 166.5-4-1.2, 166.5-4-1.3, 166.5-4-1.1, and 153.17-2-6.1 ("collectively referred to as the "PUD properties"). The PUD properties are located along Maple Dell and Marion Avenue.

Section IV: Objective

The objective of the PUD is to relocate certain existing commercial uses from the interior of the Maple Dell neighborhood to the more commercial-intense corridor of Marion Avenue for the purpose of harmonizing surrounding land uses and reducing the impact to residential property owners. The existing zoning is Tourist Related Business (TRB) with a Gateway Overlay. These zoning classifications prevent certain land uses and building modifications to the existing buildings which would otherwise be in greater compliance with the desired features of the surroundings uses, design guidelines, and the 2015 Comprehensive Plan.

Further, several of the parcels have been subject to use variances by the Zoning Board of Appeals (ZBA) which run with the land and cannot be changed without achieving the purpose of this PUD. The Average Annual Daily Traffic (AADT) presented by New York State Department of Transportation (NYSDOT) through its Traffic Viewer indicates a daily traffic of 12,750 cars per day along Marion Avenue.

Section V: Concept Plan

A "Concept Plan" of a potential use scenario of PUD properties showing the development is attached hereto as Exhibit "A" which includes two distinct zoning districts: (1) Professional/Medical/Institutional (PMI) and Commercial Intensive (CI). The Concept Plan demonstrates proposed locations of improvements including the proposed buildings, sidewalks, landscaping

and buffering for purposes of supporting the intent of the PUD. The attached Concept Plan may change, be altered, or amended pursuant to Section 240-3.6 of the Zoning Ordinance.

Section VI: Uses, Area and Bulk Requirements

A. Permitted Uses:

<u>Professional/Medical/Institutional</u> (PMI): Office, Medical Office/Clinic and Educational Institutions as defined in the Zoning Code.

<u>Commercial Intense</u> (CI): Animal Clinic, Nurseries, Day Care Center, Service Establishments, Bathhouse/Health Spa, Hotel or Motel, Car Wash, Fueling Station, Convenience Store as defined in the Zoning Code.

B. Bulk Requirements:

Professional/Medical/Institutional (PMI): Same as OMB-2.

<u>Commercial Intense</u>: T6 guidelines with no minimum build out of frontage. Gas canopy with high intensity lights shall be oriented to the closest intersection with Route 50 due to the pre-existing lighting and traffic nearest an intersection with lowest disturbance to residential neighbors.

C. Additional Review

The construction of any new building or facility shall require site plan review pursuant to Section 7.2, et seq. of the City Zoning Ordinance and design review compliant with Section 3.3 of the City Zoning Ordinance. Changes in tenancy shall not require site plan review or design review.

Section VII: Signage

- A. <u>PMI</u>: Each use shall be allowed to a sign of no more than twenty-five (25) square feet and one free standing sign also of twenty-five (25) square feet. If multiple uses share a sign, their combined square footage shall be the multiplier of the number of users by twenty-five square feet.
- B. <u>CI</u>: Each use shall be allowed two building signs which combined shall not exceed fifty-square feet and a freestanding sign which shall not exceed thirty-five (35) square feet. If multiple uses share a sign, their combined square footage shall be the multiplier of the number of users by twenty-five square feet. In the instance of a convenience store and gasoline filling, the placement of gasoline pricing on the canopy shall be not account for the building signs as the canopy itself if a structure. However, the square footage of canopy mounted signage shall not exceed a combined forty (40) square feet.

Section VIII: Parking Requirements

- A. PMI: One space for every 200 square feet of gross area.
- B. <u>CI</u>: One space for every 200 square feet plus 1 for every employee.

All parking shall be located within the parcel for which it is intended and all parking shall be offstreet parking.

Section IX: Public Benefit: The Zoning Code provides that all planned unit developments in the City identify a tangible public benefit for the PUD subject to City Council approval. The City Council has approved the partial donation of lands from the PUD owners to the City pursuant to a host community benefit agreement which sets forth the terms of the public benefit, as well as the City's intent for the use of said public benefit which agreement shall be executed simultaneously with the enactment of the PUD legislation.

Section X: Amendments

Upon adoption of the final adoption of the Sketch Plan any subsequent alteration shall be made applicable to the Zoning Ordinance. The addition or subtraction of buildings on the Site Plan shall not be consideration Amendments and shall be permitted through the Site Plan process.

Section XI: Effective Date

This Ordinance shall	take effect the day after	publication as provided by th	ie provisions of the
City Charter of the C	ity of Saratoga Springs, I	New York.	
Adopted:	, 2021		



CITY OF SARATOGA SPRINGS

DESIGN REVIEW COMMISSION

City Hall - 474 Broadway Saratoga Springs, New York 12866 Tel: 518-587-3550 x.2517 www.saratoga-springs.org Tamie Ehinger, *Chair*Leslie Mechem, Vice *Chair*Chris Bennett
Leslie DiCarlo
Rob DuBoff
Ellen Sheehan
Sean Smith
Steven Rowland, *Alternate*Tad Roemer, *Alternate*

ADVISORY OPINION

In consideration of the Request for an Advisory Opinion by the City Council

PB App #20210062 Marion Ave/Maple Dell PUD Saratoga Springs, New York 12866

Background:

The Design Review Commission heard a presentation on the revised project proposal at the meetings held on May 19 and June 2, 2021. The DRC has reviewed this project based on the evaluation criteria listed in Section 10.2.6.3 of the Zoning Ordinance which requires that the DRC establish that the proposed project is not contrary to the intent and objectives of Article 7.5 Architectural Review.

In evaluating this project, the Design Review Commission has focused its review on the areas that are a part of the Architectural Review District directly adjacent to Route 50 and Marion Avenue.

Considerations:

- The Commission has reviewed the proposal for a Planned Unit Development (PUD) and does not identify any aspects of the proposed project that would negatively impact the character or quality of the adjacent properties or surrounding Architectural Review Districts.
- The DRC does not find the proposal to be inconsistent or contrary to the objectives listed under Article 7.5 for the Architectural Review District under the City's Zoning Ordinance.
- While the DRC does not find this proposal to be inconsistent with the Zoning Ordinance, it recognizes that any future projects for development would come before the Design Review Commission for full review of any proposed structures that fall within a Review District.

Following discussion on this matter on May 19 and June 2, 2021, the Design Review Commission issues the following opinion:

Motion to issue a Favorable advisory opinion to the City Council on the requested PUD – passed 7-0 (Ehinger, Mechem, Bennett, DiCarlo, DuBoff, Sheehan, Smith)

Respectfully submitted,

Design Review Commission

June 3, 2021

Chair

Received by Accounts

cc:

Accounts Dept. Applicant/Agent



CITY OF SARATOGA SPRINGS

PLANNING BOARD

City Hall - 474 Broadway Saratoga Springs, New York 12866 Tel: 518-587-3550 fax: 518-580-9480 www.saratoga-springs.org MARK TORPEY, Chair SARA BOIVIN, Vice Chair TODD FABOZZI RUTH HORTON LEXIE BONITATIBUS KERRY MAYO JASON DOTY SHAWNA JENKS, Alternate CHRIS PIPIA, Alternate

NOTICE OF DECISION

IN CONSIDERATION OF THE REQUEST FOR AN ADVISORY OPINION BY THE CITY COUNCIL

PB App.#20210062 MARION AVE. – MAPLE DELL PUD SARATOGA SPRINGS, NY 12866

Background

CI

Commercial Intense

The updated proposal reviewed by the Planning Board at its May 27th, 2021, meeting and the subject of this unfavorable Advisory Opinion is summarized in the following table:

Stewart's Maple Dell PUD Proposal

Parcel #	Address	Area (Acres)	Current Use	Comprehensive Plan	Zoning Ordinance	UDO	PUD Proposal
			Stewart's, Liquor Store and				
166.5-2-40	3 and 11 Maple Dell	1.23	Medical Office	çc	TRB	GCU	P/M/I
166.5-3-25	34 Marion Avenue	0.43	Vacant Land	RN2	UR2	UR2	P/M/I
166.5-4-1.2	33 Marion Avenue	0.5	Gas Station	RN2	TRB	GCU	CI
166.5-4-1.3	31 Marion Avenue	0.27	Car Wash	RN2	TRB	GCU	CI
166.5-4-1.1	None	1.26	Vacant Land	RN2	UR2	UR2	CI
153.17-2-6	15 Marion Avenue	0.48	Vacant Land	RN2	UR2	UR2	CI
Total Area		4.17					
Vacant Land Are	ea	2.17					
<u>Terms</u>							
CC	Complementary Core			•			
RN2	Residential Neighborhood 2		1	***			
TRB	Tourist Related Business	-		<u>.</u>			
UR2	Urban Residential 2	-			,		
GCU	Gateway Commercial Urban						
P/M/I	Professional, Medical,		THE RESERVE OF THE PARTY OF THE				
	Institutional						

The Planning Board focused its review on the first two evaluation criteria listed in Section 10.2.6.1.1 of the Zoning Ordinance which requires that the Planning Board establish that the proposed project is...

- 1) Consistent with the goals and objectives of the Comprehensive Plan.
- 2) Consistent with the general purposes and intent of this Chapter and the intent and objectives of a PUD as expressed in this Article.

Section 10.2.3 of the Zoning Ordinance establishes the objectives that any PUD proposal must adhere to and states the following regarding the Comprehensive Plan:

In order to justify the establishment of a PUD as an alternative to current zoning regulation and carry out the intent of this Section, a PUD shall achieve the following objectives:

I) Provide for a development pattern of mixed-uses consistent with the objectives of the Comprehensive Plan.

Additional PUD objectives and evaluation criteria are enumerated in the Zoning Ordinance, but the fundamental litmus test for a PUD proposal is whether it fully comports with the Comprehensive Plan.

The PUD proposal includes three parcels of vacant land totaling 2.17 acres that are currently defined as Residential Neighborhood 2 (RN2) in the 2015 Comprehensive Plan. The RN2 district is characterized as follows:

Residential Neighborhood- 2 (RN-2)

The Residential Neighborhood-I and Residential Neighborhood-2 designations are characterized by single family residential uses with moderate density two-family. While a mix of housing types is present, these areas retain the basic character of single-family neighborhoods, such as front and rear yards, driveways, and garages. Small, neighborhood-scale commercial uses may currently exist to complement the residential uses. Note: RN-2 maximum density is 7 Units/Acre.

Decision

The RN-2 district is fundamentally a residential oriented area which recognizes that some neighborhood- scale commercial uses may currently exist. In the current PUD proposal, these existing legacy commercial uses are reflected in the TRB zoning designations for both 31 (Car Wash) and 33 (Gas Station) Maple Avenue. During the 2015 Comprehensive Plan development process, consideration was given as to whether the RN-2 district should accommodate new commercial growth. Opposition was raised by the public during the development of the 2015 Comprehensive Plan regarding the expansion of new commercial uses into residential neighborhoods especially those characterized by single-family homes (e.g. UR2 zones). The 2015 Comprehensive Plan incorporates the principle – based on extensive public input – that commercially designated areas in RN-2 (and RN-1) should not expand beyond existing areas. The draft UDO maintains the exact same geographic footprint (proximate to Marion Avenue/Maple Dell) for the newly designated Commercial Gateway Urban (GCU) as compared with the current Tourist Related Business (TRB) zone to maintain consistency with the 2015 Comprehensive Plan and limit the expansion of new commercial areas within the RN-2 district. The proposed PUD is seeking to expand commercial activities in the Marion Ave/Maple Dell area by converting three vacant parcels of land (total = 2.17 acres) within the RN-2 district from residential zoning (UR2) to Commercial Intense (CI: 2 parcels) and Professional, Medical, Institutional (P/M/I: I parcel). The Planning Board finds that this PUD application is therefore inconsistent with the 2015 Comprehensive Plan and unanimously issues an unfavorable advisory opinion.

Additional Considerations

• It is worth noting that the GCU zone proposed in the UDO expands the types of uses (compared with the current TRB zone) and would allow for a medical office and liquor store to be code compliant. These two current uses are only allowed now by way of a use variance under the existing Zoning Ordinance.

- The City Council may wish to consider how future residential development could play out in this area. There are many possibilities that can be pursued on the three vacant land parcels:
 - 1) Three single-family homes could be built on the three vacant parcels.
 - 2) The UR2 residential zone also allows for Neighborhood B&B, Neighborhood Rooming House, Senior Housing, Senior Assisted Care Facility, Private School and Religious Institution which could be developed on any/all of the three remaining vacant parcels.
 - 3) The three vacant parcels (totaling 2.17 acres) could theoretically be subdivided into 15 residential units (UR2 minimum lot size is 6,600 sq. ft.). This is consistent with the RN-2 district which allows for a maximum of 7 units/acre.
- The proposed project does present a number of potential improvements to the area that should be recognized as follows:
 - I) Improve pedestrian connectivity and safety in this highly trafficked area by installing sidewalks, curbing, lighting and crosswalk striping.
 - 2) Relocating the existing Stewart's and liquor store from Maple Dell to Marion Avenue may reduce traffic volumes and improve pedestrian safety along Maple Dell which is a smaller neighborhood street.
 - A redesign of the commercial uses along Marion Avenue provides an opportunity for the building layout to comply with the existing Gateway architectural standards.
- Lastly, the City Council is responsible for addressing SEQRA for all zoning map
 amendments and shall consider that this area is defined as a Critical Environmental Area
 (CEA). This is the only area in the city designated as a CEA and specific procedures need
 to be followed when assessing the potential impacts to Loughberry Lake.

An aerial image (Saratoga County Tax Map) of the Maple Dell area is attached for your reference.

Respectfully submitted,

Planning Board

Motion to issue an unfavorable advisory opinion to the City Council on the requested PUD – passed 6-0 (Torpey, Boivin, Horton, Fabozzi, Bonitatibus, Mayo).

June 2, 2021

Mad R. Josephan

cc: Accounts Dept.



A regular meeting of the City Council of the City convened in public session at City Hall in said City		County, New York was
The meeting was called to order bybeing called, the following members were:		, and, upon roll
PRESENT:		
Meg Kelly Robin Dalton John P. Franck Michele D. Clark-Madigan Anthony J. Scirocco	Mayor Commissioner Commissioner Commissioner Commissioner	
ABSENT:		
The following resolution was offered by		, seconded
hv	to wit:	

BOND RESOLUTION DATED JULY 20, 2021

A RESOLUTION AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY OF SARATOGA SPRINGS, SARATOGA COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$214,188 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE CITY SECURITY MEASURES AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE COMMISSIONER OF FINANCE.

BE IT RESOLVED, by the City Council of the City of Saratoga Springs, Saratoga County, New York (the "City") (by the favorable vote of not less than two-thirds of all of the members of said City Council) as follows:

SECTION 1. The specific purpose (hereinafter referred to as "purpose") to be financed pursuant to this resolution is the purchase and installation of additional cameras and analytics to increase safety and security in Congress Park and key City streetscapes. The estimated maximum cost of said purpose is \$214,188.

SECTION 2. The City Council plans to finance the total cost of said purpose by the issuance of serial bonds of the City in an amount not to exceed \$214,188, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 3. It is hereby determined that said purpose is an object or purpose described in subdivision 25 of paragraph a of Section 11.00 of the Local Finance Law, and the period of probable usefulness of said purpose is ten (10) years.

SECTION 4. The proceeds of the bonds authorized by this resolution, and any notes issued in anticipation thereof, may be applied to reimburse the City for expenditures made after the effective date of this resolution for the specific purpose set forth herein. This resolution shall constitute a statement of official intent for purposes of Treasury Regulation Section 1.150-2 of the United States Treasury Department.

SECTION 5. Each of the bonds authorized by this resolution, and any notes issued in anticipation thereof, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law. The faith and credit of the City are hereby irrevocably pledged for the payment of the principal of and interest on said bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on said bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of the City a tax sufficient to pay the principal of and interest on said bonds as the same become due and payable.

SECTION 6. Subject to the terms and contents of this resolution and the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00, inclusive, of said Law, the power to authorize bond anticipation notes in anticipation of the issuance of the serial bonds authorized by this resolution and the renewals of said notes, and the power to prescribe the terms, form and contents of said serial bonds and said bond anticipation notes (including, without limitation, dates, denominations, maturities, interest payment dates, consolidation with other issues, manner of execution and redemption rights), and the power to determine to issue said bonds providing for substantially level or declining debt service, and the power to sell (including, without limitation, receipt of bids submitted in an electronic format) and deliver said serial bonds and any bond anticipation notes issued in anticipation of the issuance of said bonds, are hereby delegated to the Commissioner of Finance, the chief fiscal officer of the City. The Commissioner of Finance is hereby authorized to sign any serial bonds issued pursuant to this resolution and any bond anticipation notes issued in anticipation of the issuance of said serial bonds, and the City Clerk is hereby authorized to affix the corporate seal of the City to any of said serial bonds or any bond anticipation notes and to attest such seal.

SECTION 7. The Commissioner of Finance is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof, as "qualified tax-exempt obligations" in accordance with Section 265(b)(3) of the Code.

SECTION 8. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

- (a) Such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) The provisions of law which should be complied with at the date of the publication of this resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or
 - (c) Such obligations are authorized in violation of the provisions of the constitution.

SECTION 9. The City Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in <u>Saratoga Today</u> and <u>The Daily Gazette</u>, two newspapers each having a general circulation in the City and hereby designated as the official newspapers of the City for such publication.

SECTION 10. This resolution shall take effect immediately upon its adoption.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

- (1) He is the duly qualified and acting City Clerk of the City of Saratoga Springs, Saratoga County, New York (hereinafter called the "City") and the custodian of the records of the City, including the minutes of the proceedings of the City Council, and is duly authorized to execute this certificate.
- (2) Attached hereto is a true and correct copy of a resolution duly adopted at a regular meeting of the City Council of the City held on the 20th day of July, 2021 and entitled:

A RESOLUTION AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY OF SARATOGA SPRINGS, SARATOGA COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$214,188 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE CITY SECURITY MEASURES AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE COMMISSIONER OF FINANCE.

- (3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the City. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the City Council was present throughout said meeting, and a legally sufficient number of members (two-thirds of the City Council) voted in the proper manner for the adoption of said resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of said resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.
- (4) The seal appearing below constitutes the official seal of the City and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 20th day of July, 2021.

-SEAL-		
	John P. Franck	
	City Clerk	



07/09/2021 12:10 CITY OF SARATOGA SPRINGS LIVE PLOST BUDGET AMENDMENTS JOURNAL ENTRY PROOF Bgamdent

LN ORG (ACCOUNT	OBJECT PROJ (DRG DESCRIPTION	ACCOUNT DES		EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURI	NAL EFF-DATE	REF 1 REF 2	SRC JNL-DESC	ENTITY AMEND					
2021 07	48 07/20/2021	L BUDGET CCM 072021	BUA AMEND-CAP	1 2					
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07/09/2021 12:10 u238 CITY OF SARATOGA SPRINGS LIVE BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2 |bgamdent

CLERK: u238

YEAR	PER	JNL

SRC ACCOUNT EFF DATE JNL DESC	REF 1 REF 2 REF 3	ACCOUNT DESC T OB LINE DESC	DEBIT	CREDIT
2021 7 48 BUA H135-45710-1278 07/20/2021 AMEND-CAP BUA H3156952-52000-1278 07/20/2021 AMEND-CAP	BUDGET CCM 072021 BUDGET CCM 072021	GO BOND PROCEEDS 5 CITY SECURITY-ST.SCAPES, FACIL CAPITAL PROJECT OUTLAY 5 CITY SECURITY-ST.SCAPES, FACIL	214,188.00	214,188.00
			.00	.00
BUA H-2960 07/20/2021 AMEND-CAP	DIDGET COM 072021	APPROPRIATIONS		214,188.00
BUA H-1510 07/20/2021 AMEND-CAP	BUDGET CCM 072021	ESTIMATED REVENUES	214,188.00	
		SYSTEM GENERATED ENTRIES TOTAL	214,188.00	214,188.00
		JOURNAL 2021/07/48 TOTAL	214,188.00	214,188.00



07/09/2021 12:10 u238 CITY OF SARATOGA SPRINGS LIVE BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3 |bgamdent

FU:	ND ACCOUNT	YEAR	PER	JNL	EFF DATE ACCOUNT DESCRIPTION	1	DEBIT	CREDIT
H	CAPITAL PROJECTS FUND H-1510 H-2960	2021	7	48	07/20/2021 ESTIMATED REVENUES APPROPRIATIONS		214,188.00	214,188.00
						FUND TOTAL	214,188.00	214,188.00

^{**} END OF REPORT - Generated by Lynn Bachner **

Office of the New York State Comptroller New York State and Local Retirement System 110 State Street, Albany, New York 12244-0001 Please type or print clearly in blue or black ink

Received Date							

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Employer Location Code

RS 2417-A

E IT RESOLVED, that the <u>ci</u>	ity of Saratoga Spring	gs	/ 2004	9her	eby established the	e following star	ndard work day	s for these titles	and will
port the officials to the New	York State an	(Name of Em nd Local Retirem	^{ployer)} ent based on their record of acl	(Location Code) tivities:					
Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
John P. Franck	****	******	Commissioner of Accounts	01/01/2020-12/31/2021	6	28.97		Weekly	
ppointed Officials:									
		<u>.</u>							
John P. Franck			, secretary/clerk of the governing	ng board of the Cit	ty of Saratog	a Spring	S of the	State of New Y	ork
•	retary or Clerk)		(Circle one)		(Name of E	mployer)			
hereby certify that I have c	compared the	foregoing with th	e original resolution passed by	such board at a leg	gally convened mee	eting held on th	ne <u>20th day</u>	_{y of} <u>July</u> ,	20_21
on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original. N WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Saratoga Springs on this day of on this day of 20_2 (Name of Employer)								, 202	1
(Signature of Secr	retary or Clerk)		·						
idavit of Posting: I, John F		ne of Secretary or Cle		orn, deposes and sa	rys that the posting	of the Resolut	tion began on		
and			s. That the Resolution was ava	ailable to the public	on the:				
Employer's website at:									
Official sign board at:								(sea	al)
		ffice et:			age 1 of _	/5		s, attach a RS 24	.,

Fwd: 2020-2021 LGRMIF Award Notification (M/WBE_PD) (for attachment to City council meeting agenda for 7/20/21 agenda)

From: Lynn Bachner < lynn.bachner@saratoga-springs.org>

Fri, Jul 16, 2021 10:45 AM

Subject: Fwd: 2020-2021 LGRMIF Award Notification (M/WBE_PD) (for attachment to City

1 attachment

council meeting agenda for 7/20/21 agenda)

To: Lynn Bachner < lynn.bachner@saratoga-springs.org>

From: "ARCHGRANTS" <ARCHGRANTS@nysed.gov>

To: "nancy.wagner@saratoga-springs.org" <nancy.wagner@saratoga-springs.org>

Sent: Wednesday, July 7, 2021 11:45:10 AM

Subject: 2020-2021 LGRMIF Award Notification (M/WBE PD)

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.

July 7, 2021

NYS Education Department RFP #GC20-001

Local Government Records Management Improvement Fund (LGRMIF)

Time Period: 07/01/2021 - 06/30/2022

Applicant: City Of Saratoga Springs

Project Number: 0580-21-8867

Dear Nancy Wagner,

After reviewing your proposal for a Local Government Records Management Improvement Fund (LGRMIF) grant, the New York State Archives, a unit of the NYS Education Department (SED), is pleased to inform you it has tentatively awarded your organization a grant in the amount of \$58662. There are several steps remaining prior to final approval:

- · SED is required to obtain the approval of the Office of the State Comptroller (OSC).
- NYSED must review and approve your proposed budget, as well as your plan for meeting Minority and Women-Owned Business Enterprise (M/WBE) requirements. If NYSED contacts you with any questions about your budget or M/WBE documentation, please be sure to respond promptly to avoid or minimize delay in finalizing your award.
- Note that NYSED's M/WBE Unit will only accept M/WBE certification from <u>currently</u> certified New York State firms.
 Firms that have applied and/or are seeking certification will no longer be accepted and will not count toward the M/WBE goal.

You will receive a final approval notice from SED's Grants Finance Unit once we have received the approvals noted above and your award has been processed and approved for payment. No work should be initiated until you receive this final notice of approval of your award.

All grants, regardless of type or dollar amount, are subject to further review, monitoring, and audit to ensure compliance. SED has the right to recoup funds if the approved activities are not performed and/or the funds are expended inappropriately. The grant resulting from this award will require that grantees accept electronic payments for amounts due. Additional information and authorization forms are available at OSC's website at https://www.osc.state.ny.us/state-vendors.

You will receive payment for this grant as follows:

- 50% of the award, which you should receive once we obtain the above approvals including your M/WBE document package.
- Up to an additional 40% of the grant will be released when you submit form FS-25/Request for Funds for a Federal or State Project to SED's Grants Finance Unit. Please note applicants must now submit these requests based on anticipated expenditures for the next month only.
- The remaining 10% will be released when the project is completed and the Grant Project Final Expenditure Report (FS-10-F) Long Form has been submitted to the Grants Administration Unit of the New York State Archives and approved by SED's Grants Finance Unit.

You must complete all project work and encumber all funds no later than June 30, 2022.

Note: If, due to the COVID-19 pandemic, you believe that you will not be able to complete the project within the allotted time period, and thus not be able to accept this grant, please inform the Grants Administration Unit by emailing us at archgrants@nysed.gov. For the subject line, please use this language: "Declination of 2020-2021 LGRMIF Grant" and include your institution's name and project number.

We look forward to working with you on this project. If you have any questions please do not hesitate to contact me at (518)474 - 6926 or archgrants@nysed.gov.

Sincerely,

Mark

Mark C. Maniak

Grant Program Manager

7-of C. 7-7

New York State Archives

Grants Administration Unit

Room 9A81, CEC Albany, NY 12230 (518)474-6926

Archgrants@nysed.gov

Confidentiality Notice

This email including all attachments is confidential and intended solely for the use of the individual or entity to which it is addressed. This communication may contain information that is protected from disclosure under State and/or Federal law. Please notify the sender immediately if you have received this communication in error and delete this email from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

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DEVELOPMENT AGREEMENT AMENDMENT #2

THIS AMENDMENT #2, made on July _____, 2021 by and between the **City of Saratoga Springs**, NEW YORK, a municipal corporation with offices at 474 Broadway, Saratoga Springs, New York 12866 (the "CITY") and **SiFi Networks Saratoga Springs LLC**, a Delaware limited liability company ("SiFi Networks") (each sometimes referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, the CITY and the SiFi Networks entered into a Development Agreement (as amended, hereinafter referred to as "Agreement") on August 28, 2018, which is incorporated herein by reference; and

WHEREAS, under the terms contained within the Agreement, the City has agreed to grant SiFi Networks access to and a license to use the Public Way for the purposes of installing a fiber optic network in the City; and

WHEREAS, Section numbered and designated "9.7. <u>Modification</u>" of the Agreement provides that same may be amended upon an instrument, in writing, duly executed by the City and SiFi Networks; and

WHEREAS, pursuant to the aforesaid Section, the Parties herein wish to further amend the Agreement as set forth below.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. Section 2.5 is hereby amended by replacing the number "\$500,000" with the number "\$1,500,000". The second and third sentences shall be replaced with the following sentences: "The Letter of Credit shall remain in the aforesaid amount for a period of forty-eight (48) months following the date at which Substantial Completion has been achieved. Thereafter, the Letter of Credit requirement shall be reduced by 50% and shall remain in such amount until such time that the City's Department of Public Works has determined, in its reasonable timely discretion, that all required work within the City Public Way, Right of Way and/or City Property has been satisfactorily completed. The specific terms of and applicable to the Letter of Credit will be negotiated in good faith between the Parties prior to commencement of Construction. In SiFi Network's sole discretion and at any time, SiFi Networks shall have the option to provide a Performance Bond in lieu of the Letter of Credit required hereunder."
- 2. Section 2.6 is hereby amended by replacing the third, fourth, fifth, sixth and seventh sentences with the following sentences: "SiFi Networks will remit \$40,000 to the City to compensate the City for the above described costs incurred by City during the period from January 1, 2021 through July 31, 2021. Commencing on August 1, 2021, and to partially offset the costs associated with employing the SPOC, SiFi Networks shall remit payment to the City on a monthly basis, such payments to be capped at a

maximum of \$120,000 per annum and shall be paid on a pro rata basis each month (\$10,000/month) until Substantial Completion. SiFi Networks shall remit payment to the City on or before the 15th of each month. Subsequent to Substantial Completion, SiFi Networks is under no obligation to continue to contribute to the employments costs associated with the SPOC. The SPOC in the City's Department of Public Works will be responsible for facilitating and expediting the permitting process and communicating with abutters, the City Council, and the general public regarding the construction process and progress.

- 3. Section 4.1, as amended in Amendment #1, is hereby further amended by replacing the words "thirty-six (36) with the words "forty-eight (48)".
- 4. The attached Exhibit "1" is hereby added as an Exhibit "B" to the Agreement.
- 5. Section 4.1.1 is hereby amended by adding the following at the end of the section: "SiFi Networks shall annually initiate crack sealing needed in accordance with NYSDOT guidance on all areas affected by System Construction, from Construction Commencement and continuing for a period of five (5) years following the date of Substantial Completion. Crack sealing shall utilize an NYSDOT approved product.
- 6. Section 4.1.2 is hereby amended by adding the following paragraphs at the end of the section: "The Standard Details depicted and described in Exhibit "B" are approved as construction techniques to be utilized by SiFi Networks only with respect to "Phase 1". Phase 1 shall include two (2) separate portions of City Public Way measuring up to approximately 2,500 linear feet each, as determined by mutually agreed by the Parties locations no later than August 15, 2021. SiFi Networks shall be permitted to utilize the construction techniques depicted and described in Exhibit "B" for the System Construction on each side of the portions of Public Way determined and identified by the Department of Public Works for a maximum total of 10,000 combined linear feet of micro-trenching. Micro-trenching shall only occur during times coordinated with the Department of Public Works but shall not occur later than November 15, 2021.

The Department of Public Works shall conduct an inspection of the micro-trenching in the area identified as Phase 1 and shall determine, on or before April 30, 2022, whether the Standard Details and construction techniques depicted and described in Exhibit "B" have sufficiently withstood winter weather conditions and evidenced cold climate viability, and shall further determine whether such Standard Details and construction techniques are appropriate for System Construction. In the event the Department of Public Works determines, in its reasonable discretion, that the micro-trenching has performed sufficiently by April 30, 2022, the Standard Details and construction techniques depicted and described in Exhibit "B" shall be approved for further phases and permitted for use within the Public Way for the remainder of the Term.

In the event the Department of Public Works determines, in its reasonable discretion, that the micro-trenching has not performed sufficiently by April 30, 2022, the Standard Details and construction techniques depicted and described in Exhibit "B" shall not be approved for any further phases or permitted for use within the Public Way and the Parties will, in good faith, negotiate mutually acceptable alternative construction techniques, and SiFi Networks shall be solely responsible for all costs associated with repairing the affected areas and re-paving the entire portions of Public Way as included in Phase 1.

7. The attached Exhibit "2", Insurance Requirements, shall be incorporated into Section 5.4 of the Agreement. Any provision contained within Exhibit "2" which is not consistent with Section 5.4 shall control and govern SiFi Network's responsibilities and obligations relative to the insurance requirements contained therein.

Unless amended herein, all other terms and conditions of the Agreement shall continue and remain the same as fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment #2 and hereunto set their hands and seals as of the date written below:

CITY OF SARATOGA SPRINGS a political subdivision of the State of New York Dated: July ___, 2021 By: _____ Name: Meg Kelly Title: Mayor

SIFI NETWORKS SARATOGA SPRINGS LLC,

a Delaware limited liability company

Dated: July ___, 2021

By: _____

Name: Ben Bawtree-Jobson

Title: CEO

Per City Council Approval	Per City	Council	Approval	
---------------------------	----------	---------	----------	--

EXHIBIT #2

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: SiFi, its project partners, contractors, vendors, and/or subcontractors shall procure and maintain during the term of this Agreement, at the SiFi, its project partners, contractors, vendors, and/or subcontractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. SiFi, its project partners, contractors, vendors, and/or subcontractors 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 SiFi, its project partners, contractors, vendors, and/or subcontractors. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. SiFi, its project partners, contractors, vendors, and/or subcontractors 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 SiFi, its project partners, contractors, vendors, and/or subcontractors fail 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 SiFi, its project partners. contractors, vendors, and/or subcontractors (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 SiFi, its project partners, contractors, vendors, and/or subcontractors.

The City of Saratoga Springs requires SiFi, its project partners, contractors, vendors, and/or subcontractors name the City as a Certificate Holder for the following coverage for the work covered by contract:

A. For projects whose total project 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 project 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 project 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.

- Excess Insurance: Five Million Dollars per Occurrence Aggregate; 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 SiFi, its project partners, contractors, vendors, and/or subcontractors to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway - Suite 14, Saratoga Springs, NY 12866, within ten (10) business days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. SiFi, its project partners, contractors, vendors, and/or subcontractors acknowledge 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. SiFi, its project partners, contractors, vendors, and/or subcontractors are 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. SiFi, its project partners, contractors, vendors, and/or subcontractors shall provide insurance of the same type or types and to the same extent of coverage as that provided by SiFi. All insurance required shall name the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis for all those activities performed within its contracted activities for the contact as executed.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever SiFi, its project partners, contractors, vendors, and/or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of SiFi, its project partners, contractors, vendors, and/or subcontractors 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 SiFi, its project partners, contractors, vendors, and/or subcontractors. If the City of Saratoga Springs exercises its rights pursuant to this part, SiFi, its project partners, contractors, vendors, and/or subcontractors shall be given three (3) 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 SiFi, its project partners, contractors, vendors, and/or subcontractors service to the public or the City of Saratoga Springs' immediate need for completion of SiFi, its project partners, contractors, vendors, and/or subcontractors work. In such case, SiFi, its project partners, contractors, vendors, and/or subcontractors shall immediately cure the defect. If SiFi, its project partners, contractors, vendors, and/or subcontractors 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 SiFi, its project partners, contractors, vendors, and/or subcontractors 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.

DEVELOPMENT AGREEMENT AMENDMENT #1

THIS AMENDMENT #1, made on December 24, 2020 by and between the CITY OF SARATOGA SPRINGS, NEW YORK, a municipal corporation with offices at 474 Broadway, Saratoga Springs, New York 12866 (the "CITY") and SiFi Networks Saratoga Springs LLC, a Delaware limited liability company ("SiFi Networks") (each sometimes referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, the CITY and the SiFi Networks entered into a Development Agreement (herein after referred to as "Agreement") on August 28, 2018, which is incorporated herein by reference; and

WHEREAS, under the terms contained within the Agreement, the City has agreed to grant SiFi Networks access to and a license to use the Public Way for the purposes of installing a fiber optic network in the City; and

WHEREAS, Section numbered and designated "9.7. Modification" of the Agreement provides that same may be amended upon an instrument, in writing, duly executed by the City and SiFi Networks; and

WHEREAS, pursuant to the aforesaid Section, the Parties herein wish to amend the Agreement relative only to a portion Section numbered and designated "4.1. Construction of the System" and, specifically, to the "Construction Commencement Deadline" as set forth in Section 4.1; and

WHEREAS, the Parties wish to further amend the Agreement further as described herein below and to execute the License Agreement (provided for in Section 2.1.2 of the Agreement)

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. The first reference to "SiFi Networks, LLC" in the preamble to the Agreement is hereby deleted in its entirety and replaced with "SiFi Networks Saratoga Springs LLC".
- 2. "[XX]" in the preamble is hereby deleted in its entirety and replaced with "28"
- 3. Section 2.1.1 is hereby amended by deleting the words "Pursuant to the Public Way License," in their entirety and by inserting the words "any such City owned properties and facilities, any State road, State highway, or other property for which, and only to the extent, City has the authority to grant such rights, power, and authority," behind the words "...or along any Public Way."
- 4. Section 3.1.1 is hereby amended by adding the following at the end of the Section: "Whenever relocation is deemed necessary, City will make reasonable efforts to avoid relocation or removal of the System including due to City's standard maintenance, repair or replacement of curb and gutter pan and sidewalks, the Department of Public Works shall take into consideration the nature of the encroachment, the urgency of the need for its removal, the cost of its removal, the difficulty of its removal, the value of the intact property to the owner, and other facts peculiar to the particular situation."

- 5. Section numbered and designated "4.1. <u>Construction of the System</u>" of the Agreement is hereby amended to deleting the words "twenty-four (24)" and replacing them with the words "thirty-six (36)".
- 6. Any references to Exhibit B and Exhibit B are hereby deleted in their entirety.
- 7. In addition to amending the Agreement as described in this Amendment #1, the Parties also agree that notwithstanding the limitations set forth in paragraph numbered and designated "10" of the City's Right of Way Permit Policy, permits may be issued throughout the calendar year for construction of the System subject to review and approval by the Department of Public Works and further subject to any conditions of such approval. Further to the above, to the extent the particular conditions reasonably allow it, City will approve permits for SiFi as a special permission under paragraph "10" to construct, maintain, and repair the System in the Public Way throughout the calendar year.

Unless amended herein, all other terms and conditions of the Agreement shall continue and remain the same as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment #1 and hereunto set their hands and seals as of the date written below:

CITY OF SARATOGA SPRINGS

a political subdivision of the State of New York

Name: Meg Kelly

Title: Mayor

Dated: December __, 2020

1/20/2021

SIFI NETWORKS SARATOGA SPRINGS LLC,

a Delaware limited liability company

Name: Ben Bawtree-Jobson

Title: CEO

Dated: December 4, 2020

Per City Council Approval

DEVELOPMENT AGREEMENT

This Development Agreement is made this 7th day of August, 2018 (as it may be extended or amended, the "Agreement"), between the City of Saratoga Springs, NY, a political subdivision of the State of New York (the "City"), and SiFi Networks, LLC, a Delaware limited liability company ("SiFi Networks") (each sometimes referred to as a "Party" and collectively referred to as the "Parties").

RECITALS

WHEREAS, the City desires to implement a fiber optic network using the FOCUS (as defined below) system in the City and SiFi Networks desires to install a fiber optic network using the FOCUS system in the City;

WHEREAS, SiFi Networks retains the right to construct the FOCUS proprietary fiber optic cable system technology;

WHEREAS, the City has agreed to grant to SiFi Networks access to and a license to use the Public Way (as defined below) for purposes of installing the FON (as defined below) in the City;

WHEREAS, Sifi Networks has agreed to install the FON in the City and install and operate a point of presence and/or a series of distributive cabinets and other equipment and materials in connection with the installation of the FON; and

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. **Definition of Terms.**

1.1 <u>Terms.</u> For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

"Boundary" means the legal boundaries of the City as of the Effective Date, and any additions or subtractions to the City legal boundaries, by annexation or other legal means.

"Commencement Date" means the date that Substantial Completion of the System has been achieved.

"New York General Statutes" means the General Statutes of the State of New York.

"Construction" means breaking ground for the installation of the System.

"Construction Contractor" means the construction company(ies) performing the physical work.

"Core and Trunk" means the section of the fiber optic network constructed in the Public Way from the interconnect point with the backhaul circuit to a duct or ducts at the plot boundary of the premises at the edge of the public right of way.

"Drop" means the fiber optic cable run from the Core and Trunk to the ONT on the Premises Wall.

"Extraordinary Permit Delay" means a delay in the consideration and granting of a City permit or approval required to install and construct the System beyond 60 days.

"Facility Space" means any City owned facility or space that utilizes or supports connectivity from SiFi Networks.

"FOCUS" means the trademarked FOCUSTM system including the patented Wastewater Fiber Technology, know-how and other proprietary rights, comprising, among other things a combination of blown fiber, aerial, waste water and other conventional techniques to enable multi gigabit technologies.

"FON" means SiFi Networks's fiber optic network built using the FOCUS system utilizing a combination of blown fiber, aerial, waste water and/or other conventional techniques as well as electronics to enable multi gigabit technologies. All fiber specifications conform to ITU G.652 specifications.

"Force Majeure Event" means an Extraordinary Permit Delay, the City's physical interference with SiFi Networks ability to construct the System, a labor strike, unavailability of labor or materials to construct the System, riot, war, earthquake, flood, hurricane, drought, tornado, unusually severe weather conditions, or other act of nature, governmental, administrative or judicial order prohibiting the construction of the System, litigation, suits, proceedings or investigations at law or in equity before any court, public board or body with third parties (not between the Parties) prohibiting the construction of the System, or other event that is beyond SiFi Networks's reasonable control. Any Party claiming the occurrence of a Force Majeure Event shall send written notice to the other Party describing the nature of such event, when it began and how long it is expected to last. A Party receiving such a notice may contest the assertion of the occurrence of a Force Majeure Event in the same manner as provided in Section 7.1 and 7.2 hereof, as applicable. Force Majeure Events shall not include SiFi Networks's inability to obtain approvals, permits or any other legal authorization necessary for the installation or construction of the System, subject to an Extraordinary Permit Delay. Any breach, delay or other nonperformance under the Agreement excused by a Force Majeure Event shall only be excused as long as the Force Majeure Event is occurring or in effect and for thirty (30) days thereafter. Thirty (30) days after the Force Majeure Event is no longer occurring or in effect, the breach, delay

or other nonperformance under the Agreement, as extended by the Force Majeure Event, shall no longer be excused.

- "Home" means a residential single family dwelling, or a residential single dwelling unit located within a Multiple Dwelling Unit, located within the Boundary.
- "Local Law" means any applicable requirements pursuant to the New York General Statutes, the Charter of the City, and City Regulations.
- "Multiple Dwelling Unit" means an apartment building or other building containing more than one dwelling unit located within the Boundary.
- "ONT" means an Optical Network Terminal device that converts fiberoptic light signals to copper/electric signals and serves as the demarcation point at a subscribers premise.
- "OLT" means an Optical Line Terminal device that converts standard signals used by a service provider to the frequency and framing used by the passive optical network, and coordinates the multiplexing between ONT's located on the subscribers premise.
- "Pass" or "Passes" means constructing the System to the curbside of a residential Premises, or the engineered point at or near a commercial Premises from which a Drop can be connected.
- "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, whether for profit or not for profit, but shall not mean the City or SiFi Networks.
- "PoP" means a point of presence containing equipment such as the Optical Light Terminal, necessary for the operation of the System and from which the fiber optic cables for the System may emanate.
- "Premises" means a Home, Multiple Dwelling Unit, office or other building located within the Boundary.
- "Premises Wall" means the exterior of an outside wall of a Premises to which the fiber optic cable can be terminated.
- "Primary Premises" means the Premises expressly set forth on **Exhibit A** attached hereto.
- "Public Way" shall mean the surface of, and the space above and below, any now existing or future: public street, road, highway, parkway, driveway, freeway, lane, path, court, sidewalk, bridge, alley, boulevard, lamp post, , public way, or other public right of way or easement including, public utility easements,

dedicated utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by, granted or dedicated to or under the jurisdiction of the City within the Boundary. For the avoidance of doubt, the term "Public Way" shall also mean any easement now or hereafter held by the City within the Boundary for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include all other easements or rights of way held by the City within the Boundary.

"Service" means internet, voice, data, and video service or any combination thereof, provided by the City or another service provider over the System.

"Sewer System" means the City owned storm water assets presently in place and as may be added within the Boundary. Storm System does not include any sanitary system or asset presently in place or as may be added within the Boundary.

"Subscriber" means any Person (which for purposes of this definition shall include the City) that has entered into an agreement to receive or otherwise lawfully receives Service.

"Substantial Completion" means the point at which, the Core and Trunk of the System has been installed such that it Passes the addresses of each of the Primary Premises and the System is capable of providing Service to each such Primary Premises (but for the lack of a Drop) or four (4) years post Construction being commenced, whichever event occurs first; provided, however in the event SiFi Networks cannot install the Core and Trunk of the System or other necessary equipment or otherwise make the System available to a particular Primary Premises because of a lack of a right to access and use the Public Way due to the City not possessing the right, title, interest or authority to permit SiFi Networks to use and occupy the Public Way or other lack of access or right to access and use property, or if there would be an incremental material cost to access property or install the System such that the cost to do so would be at least twenty percent (20%) or more higher than the average cost to provide service to other Primary Premises within the Boundary, SiFi Networks shall not be required to make the System available to such Primary Premises, and Substantial Completion shall be deemed to be achieved notwithstanding the failure to Pass and make the Service available to such Primary Premises. SiFi Networks shall provide the City with justification for any Primary Premises to which the System will not be available.

"System" means all parts of the FON system in the City that is designed to support the delivery of Service to Subscribers, including the fiber optic cable and its component parts and appurtenances, and the other cables, wires, components, facilities, cabinets, ducts, conduits, connectors, vaults, manholes, manhole covers, pedestals, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the FON system.

"Wastewater Fiber Technology" means SiFi Networks's patented technology, know-how and other proprietary rights, comprising, among other things, the use of a loose laid cable placed in the City Sewer System, the cable being specifically constructed with a high density polyethylene (HDPE) sheath and steel wire armor.

2. Grant of Authority.

2.1 Grant of Rights.

SiFi Networks Rights to Public Way. Pursuant to the Public 2.1.1 Way License (as defined below), the City hereby grants and conveys to SiFi Networks the full right, power and authority to erect, install, construct, repair, replace, reconstruct, maintain, operate or retain in, on, over, under, upon, across, City owned street lights or along any Public Way, the System, including wires, cables, facilities, cabinets, components, materials, apparatus ducts, conduits, connectors, vaults, manholes, manhole covers, pedestals, appliances, splitters, pots, attachments, and other related property or equipment as may be necessary or appurtenant to the System, within the Boundary, and all extensions and additions thereto, subject to City approval. SiFi Networks shall have the right to determine the final engineering design and location of all equipment and other parts of the System, subject to City zoning, site plan and other requisite permits and City approval; provided that such design and location of all equipment and other parts of the System do not unreasonably interfere with the existing uses or maintenance of the Public Way. Both Parties agree to cooperate during the design and permitting process and SiFi Networks must first disclose all engineering designs to the City for permit All permits shall be considered for approval as approval. described in Section 3.2 - Permits and General Obligations. The City shall not grant any license, easement, right of way, access or similar right, to any Person to use the same section of the Sewer System used or to be used by SiFi Networks, for any purpose related to the delivery of internet, voice, data or video service or any combination thereof or any other purpose competitive with the Service during the Term, without the prior written consent of SiFi Networks, such consent not to be unreasonably withheld or delayed. SiFi Networks shall be solely responsible for the cost to design, construct and install the System, including obtaining all federal, state and local permits (other than City permits prior to Substantial Completion, the cost of which shall be waived by the City). SiFi Networks shall be solely responsible for and bear the sole financial responsibility for determining all legal and physical impediments to the construction and installation of the System in

- the Public Way. The City shall not be responsible for expending any of its own funds for the Construction of the System.
- 2.1.2 <u>License and Agreement.</u> Subsequent to the execution and delivery of this Agreement, the Parties shall negtotiate a license agreement (Exhibit B), which upon execution and delivery shall set forth the rights granted to SiFi Networks with respect to the Public Way (the "Public Way License"). Once entered into, the Public Way License is incorporated into this Agreement and made a part hereof.
- 2.1.3 <u>Abandonment of the System upon Termination of Agreement.</u> Upon the expiration or termination of this Agreement, SiFi Networks shall have the right, but not the obligation, to remove from or abandon in place all or any part of the System in the Public Way; provided, however, that if SiFi Networks provides the City with a notice of abandonment or SiFi Networks does not remove all or any part of the System within ninety (90) days of the expiration or termination of this Agreement, the City shall have the right, but not the obligation, to remove, take title and possession of, license, sell or otherwise transfer rights in such abandoned property in its sole discretion. SiFi Networks shall execute any instruments and agreements regarding such transfer of title and possession of the System requested by the City.
- 2.2 <u>Term of Agreement.</u> This Agreement shall become effective upon the execution and delivery of this Agreement by the Parties (the "Effective Date"). The term of this Agreement shall commence on Commencement Date and expire at midnight on the date that is thirty (30) years after the Commencement Date (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for one additional term of thirty (30) years, commencing on the thirtieth (30th) anniversary of the Commencement Date ("Renewal Term," and, collectively with the Initial Term, the "Term") unless SiFi Networks provides written notice to the City of its intent not to renew at least one hundred eighty (180) days prior to end of the Initial Term. The Initial Term and the Renewal Term are subject to early termination as describe herein.
 - 2.2.1 Contingent Fee Agreement. Should SiFi Networks allow this Agreement to automatically renew following the Initial Term, SiFi Networks shall be obligated to pay a contingent fee as follows. Starting on a date which is the thirtieth anniversary of the Commencement Date, SiFi Networks shall report to the City on a quarterly basis any quarterly gross revenues received from service providers for use of the System to deliver Services to Subscribers including, but not limited to, revenues received from the City in connection with any managed services agreement. Further, commencing on the thirtieth anniversary of the Commencement Date, SiFi Networks shall start to pay to the City zero point five

- (0.5%) percent of its gross revenues derived from the System, payable on a quarterly basis, as a contingent fee. If SiFi Networks fails to pay any amounts payable under this Agreement within thirty (30) days following the due date thereof, such unpaid amount shall be subject to a late payment charge equal to one percent (1%) of the unpaid amount in each instance, which late payment charge shall be incurred each month that the unpaid amount is due and owing.
- 2.3 Exclusivity. Until after the first anniversary of the Effective Date, the City shall not solicit, accept offers from, enter into an agreement with, nor engage in discussions with, any third party regarding any new competing fiber optic cable system on behalf of City residents and businesses within the City's Boundary without the prior written consent of SiFi Networks, such consent shall not be unreasonably withheld or delayed. Fiber optic cable systems covered by existing City agreements and future Smart City-related RFPs issued on the City's behalf are not covered by this one year exclusivity condition.
- 2.4 <u>Fees, Expenses and other Charges.</u> Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing this Agreement. For the avoidance of doubt, prior to Substantial Completion SiFi Networks shall not be responsible for any fee or required to pay any percentage of revenues, profits, annual fee or other payments to the City in connection with its performance of this Agreement or the Public Way License. The City agrees that neither this Agreement nor the Public Way License shall require SiFi Networks to comply with or otherwise be subject to any obligations or liabilities as a grantee of a franchise under the City's municipal code, ordinances or similar laws. The City agrees that City bonding requirements will be satisfied by bonds supplied by SiFi Networks and/or their Construction Contractor (as principal) upon commencement of Construction. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 2.4 will survive expiration or termination of this Agreement.
- 2.5 <u>Letter of Credit.</u> In order to ensure the completion of the work within the City Right of Way and/or on City property, SiFi Networks agrees to post a Letter of Credit with the City in an amount of \$500,000. The Letter of Credit shall remain in the aforesaid amount until such time as SiFi Networks has achieved Substantial Completion. Thereafter, the Letter of Credit requirement shall be reduced by 50% for a period of 12 months, after which the sum shall be released upon the City's determination that all required work within the City Right of Way and/or on City Property has been satisfactorily completed.
- 2.6 <u>Single Point of Contact ("SPOC").</u> To ensure timely communications and permitting between SiFi Networks and the City, the City will employ a single point of contact ("SPOC") with the City's Public Works Department. The responsibilities of the SPOC are outlined in 6.2(i) of this Agreement. To partially offset the costs associated with employing the SPOC, SiFi will remit payment to the City on a monthly basis, such payments to be capped at a maximum of \$45,000 per annum and shall be paid on a pro rata basis each month from the submission of the first permit request by SiFi Networks

until Substantial Completion. Subsequent to Substantial Completion SiFi Networks is under no obligation to contribute to the employments costs associated with the SPOC. The SPOC in the City's Department of Public Works will be responsible for facilitating and expediting the permitting process and communicating with abutters, the City Council, and the general public regarding the construction process and progress. Such funding shall begin at a date mutually agreeable to the parties and shall be maintained until Substantial Completion, or for 42 months from the date of first employment, whichever occurs earlier. Upon receipt of the City's monthly invoice for SPOC services, SiFi Networks shall remit payment within 30 days.

3. The System.

- System Description. Subject to receipt of all necessary City approvals, the 3.1 City acknowledges and agrees that SiFi Networks has the right to install the System within the Boundary using the Public Way in order to make the delivery of Service over the System available to all Premises within the Boundary. The Parties acknowledge and agree that the design or configuration of the actual location of the System within the Public Way is subject to change and relocation and that upon a change in the location of any portion of the System, the Parties will work together to relocate the FON and other equipment and components of the System in, on, over, under, upon, across, or along the Public Way and from the Public Way to the Premises Wall, provided such location does not have a materially adverse effect upon the property or equipment of the City or any third party. Any such relocation of the System shall be subject to City approval and shall be at the sole cost of SiFi Networks. All Construction plans and amendments thereto shall be considered for approval by the City promptly pursuant to its standard review and permitting process and the City shall use all reasonable efforts to complete such review and to issue such approval as expeditiously as possible. Prior to Substantial Completion this permitting shall be done at no cost to SiFi Networks. SiFi Networks shall be liable for any loss or damages to the Public Way or any other City property or equipment caused by its acts or omissions, or the acts or omissions of its agents, service providers, or Construction Contractor(s) in connection with the construction or installation of the System. Upon the occurrence of such loss or damages, SiFi Networks shall arrange for the prompt repair or replacement of such loss or damages to such Public Way or property and bear the cost therefor.
 - 3.1.1 Relocation of System. The City shall have the right during the Term to relocate the Public Way and the Sewer System. The City shall provide SiFi Networks with not less than sixty (60) days' notice of such relocation and provide adequate time to allow SiFi Networks to temporarily or permanently relocate such portion of the System. SiFi Networks shall be responsible for the cost of any temporary or permanent relocation of any portion of the System located in or around the Public Way or Sewer System to be relocated, or which in the reasonable opinion of the City, could be damaged during such relocation. In the event SiFi Networks fails to temporarily or permanently relocate such portion of the System to allow for the City's relocation of the Public Way or the Sewer System, the City may, but is under no obligation to, temporarily or permanently relocate such portion of the System at SiFi Network's sole cost and if not paid within thirty (30) days, the City may offset the cost therefor against any payments owed to SiFi Networks.

- 3.1.2 Repair of System The City shall have the right during the Term to maintain, repair, and reconstruct the Public Way and the Sewer System, including, but not limited to, repair of pot holes, milling and repaving of roadways, and repair and replacement of sewer pipes. For any such action that will be at a depth or location that it would impact the system, the City shall provide SiFi Networks with not less than sixty (60) days' notice of such repair and reconstruction and provide adequate time to allow SiFi Networks to temporarily or permanently relocate such portion of the System, if necessary, except for emergency repairs that cannot be delayed for sixty (60) days. In the event of an emergency repair, the City will notify SiFi Networks shall be SiFi Networks at the earliest possible opportunity. responsible for the cost of any temporary or permanent relocation of any portion of the System located in or around the Public Way or Sewer System to be repaired and reconstructed, or which in the reasonable opinion of the City, could be damaged during such repair or reconstruction. In the event SiFi Networks fails to temporarily or permanently relocate such portion of the System to allow for the City's repair or reconstruction of the Public Way or the Sewer System, the City may, but is under no obligation to, temporarily or permanently relocate such portion of the System at SiFi Network's sole cost and if not paid within thirty (30) days, the City may offset the cost therefore against any payments owed to SiFi Networks. The City is under no obligation to notify SiFi Networks for maintenance, repairs, or reconstructions of the Public Way and the Sewer System if that action will not be at a depth or location as to impact the System.
- Permits and General Obligations. SiFi Networks shall provide plans to 3.2 the City, including all materials intended to be used, for City consideration for the issuance of permits to construct the System. The City agrees to promptly review and approve plans before and during Construction that meet the requisite requirements of law and issue the permits to provide for the construction of the System, at no cost to SiFi Networks prior to Substantial Completion. The City shall use all reasonable efforts to complete such review and to issue such permits as expeditiously as possible. As part of this process the City shall provide plan check and inspections at the sole expense of the City. Construction and installation of the System shall be performed in a safe manner using materials of good and durable quality. All transmission and distribution structures and equipment installed by SiFi Networks for use in the System in accordance with the terms and conditions of this Agreement shall be located so as to minimize interference with the proper use of the Public Way and the rights of property owners who own property that adjoin any such Public Way. SiFi Networks will adhere to all City and State building code requirements, as amended. In the event City and State building code provisions are amended or adopted after the date hereof, the terms of the City and State building code shall control.

4. Construction and Facilities.

4.1 <u>Construction of the System.</u> SiFi Networks shall be solely responsible for the cost of construction and for the installation of all aspects of the System. Construction and installation of the System shall be performed in a safe manner in accordance with the approved plans and specifications approved by the City. SiFi

Networks will use commercially reasonable efforts to commence Construction on or before a date that is twenty-four (24) months after the Effective Date of this Agreement (the "Construction Commencement Deadline"); provided, however, in the event that a Force Majeure Event has occurred, the Construction Commencement Deadline shall be extended to account for such Force Majeure Event. SiFi Networks will use commercially reasonable efforts to achieve Substantial Completion of the System on or before a date that is forty eight (48) months after the commencement of Construction (the "Construction Completion Deadline"); provided, however, in the event that a Force Majeure Event has occurred, the Construction Completion Deadline shall be extended to account for such Force Majeure Event. SiFi Networks will notify all property owners that will be materially affected by Construction in a reasonably timely manner.

- 4.1.1 SiFi Networks shall be solely responsible for returning the Public Way to the similar or equal condition prior to the construction and installation of the System within the Public Way, including, but not limited to, resurfacing roadways and curbing, regrading and reseeding grass areas, and restoring sidewalks and other surfaces to their original condition. SiFi Networks shall be solely responsible for any damage to the Public Way or any other property of the City and restoring it to a similar or equal condition.
- 4.1.2 The City acknowledges and agrees that SiFi Networks intends to use varying construction techniques for the System Construction anddeployment, which may include, any of the following:
 - (i) Traditional open trench and/or directional boring;
 - (ii) Slot cut micro-trenching;
 - (iii) Fiber optic cable placed in the Sewer System using the SiFi Networks Wastewater Fiber Technology;
 - (iv) Aerial cables; and/or
 - (v) Techniques ancillary to or related to the foregoing.

The City agrees to work cooperatively with SiFi Networks in its exercise of the above referenced construction techniques and any other reasonable construction techniques agreed upon by the City.

4.2 <u>Location of Equipment/Facilities.</u>

4.2.1 <u>Facility Space</u>. During the Term, the City shall provide SiFi Networks with access to and use of the Facility Space to SiFi Networks for the installation and operation of SiFi Networks's PoP equipment, distributed cabinets and other System equipment, components, parts, and other appurtenances for the System and related facilities, and from which the fiber optic cables will be deployed.

4.2.2 <u>PoP/Cabinet Location</u>. SiFi Networks agrees to provide engineering designs including intended locations of PoP and/or distributive cabinets required for the System to the City prior to Construction in with City's permitting process. The City and SiFi Networks agree to cooperate in the selection of suitable sites for the PoP and distributive cabinets.

4.3 Subscriber Connections.

- 4.3.1 <u>Fiber to the Premises Wall.</u> SiFi Networks will provide a terminated fiber to each Subscriber's Premises receiving a Drop in a manner to be determined by SiFi Networks. The location and the method of the Drop will vary depending on the circumstances of the location of the Subscriber's Premises.
- 4.3.2 <u>System Connection to the Premises Wall.</u> The following will apply to the connection to each Premises receiving a Drop:
 - (i) The City will assist SiFi Networks or its designee in securing private property easement access rights necessary, advisable or appropriate to connect the System from the Subscriber property boundary to the Premises Wall, provided however, that SiFi Networks shall bear the sole cost of and shall be solely responsible for obtaining any such easements. In the event SiFi Networks cannot install the FON or other necessary equipment on private property because of a lack of a right to access the property, SiFi Networks shall not be required to make the System available to such Premises.
 - (ii) SiFi Networks shall have no duty to provide any additional connection after the terminated fiber has been taken to the ONT on the Premises Wall.

5. Oversight and Regulation by City.

- 5.1 <u>Oversight of Construction.</u> In accordance with applicable law, the City shall have the right to oversee and inspect the Construction of the System in the Public Way. SiFi Networks and its appointed contractors shall meet on a monthly basis with City and with County and State officials, as applicable, to plan the Construction of the System in the Public Way and to arrange for proper oversight and safety precautions in accordance with City code and regulations for construction projects in the roadway.
- 5.2 <u>Compliance with Applicable Laws.</u> SiFi Networks shall, at all times during the Term, be subject to and comply in all material respects with all applicable federal, state laws and local laws as it relates to SiFi Networks' obligations under this Agreement.
- 5.3 <u>Treatment of Confidential Information.</u> Subject to local, state and federal law, the City agrees that, without the prior written consent of SiFi Networks, technical specifications, system design, pricing, as-builts, project schedules and project reports ("SiFi

Confidential Information"), shall be kept confidential and shall not be disclosed to any Persons other than the City's authorized employees, representatives, staff and consultants (collectively, "Representatives") with a need to know such information and such SiFi Confidential Information shall not be used to the detriment of SiFi Networks. The City shall cause its Representatives to observe the confidentiality obligations described herein and shall be responsible for any breach of these obligations by any of its Representatives. In the event the City is required by applicable law to disclose any of the SiFi Confidential Information, the City agrees to (i) assert applicable exemptions to any such requirement and (ii) provide SiFi Networks with prompt notice of such requirement and the opportunity to challenge the requirement to disclose such SiFi Confidential Information and, in the event such challenge is unsuccessful, the City shall furnish only that portion of the SiFi. Confidential Information which it is advised by opinion of counsel that is legally required and the City shall exercise reasonable commercial efforts to obtain reliable assurance that confidential treatment will be accorded such SiFi Confidential Information. Promptly upon the written request of SiFi Networks or the termination of this Agreement, and subject to applicable law, the City will return to SiFi Networks or destroy (any such destruction shall certified in writing by an officer of the City) all copies of the SiFi Confidential Information and all other documents prepared by the City that contain or reflect the SiFi Confidential Information. SiFi Confidential Information shall not include information that (a) was publicly known or otherwise known to the City prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission of the City or any person acting on its behalf, (c) otherwise becomes known to the City other than through disclosure by SiFi Networks, (d) is available to the City on a non-confidential basis from a source other than SiFi Networks, provided that such source is not and was not, in each case, as far as the City is aware, bound by a confidentiality agreement or other legal duty of confidentiality to SiFi Networks, (e) constitutes financial statements, that are otherwise publicly available or (f) is legally required to be disclosed by applicable law as described above. Notwithstanding anything to the contrary contained in this Agreement, the City's obligations set forth in this Section 5.3 will survive for one (1) year after expiration or termination of this Agreement.

5.4 Insurance.

5.4.1 <u>SiFi Networks Liability Insurance.</u> SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors shall, at their own cost and expense, procure and maintain the types and amounts of insurance outlined in this Agreement.

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. SiFi Networks represents that it, or its subsidiaries, project partners, vendors subcontractors, and contractors has all necessary governmental licenses to perform the services described herein.

SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors shall procure and maintain during the term of this contract, at their own expense, the insurance policies listed with limits equal to or greater than the enumerated limits. SiFi Networks, its subsidiaries, project partners, vendors subcontractors, and contractors shall be solely responsible for any self-insured retention or deductible losses under each of their required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. SiFi Networks, its subsidiaries, project partners, vendors subcontractors, and contractors may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety Management must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto.

All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to SiFi Networks.

The City requires SiFi Networks, its subsidiaries, and project partners name the City as a Certificate Holder and Additional Insured on a Primary and Noncontributory Basis for the following coverage for the work covered by this Agreement and for the duration of this Agreement:

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- Excess Insurance: Five Million Dollars per Occurrence Aggregate;
- Technology Professional Liability (Errors & Omissions) Insurance: with limits of not less than \$5,000,000 Per Claim and \$5,000,000 Annual Aggregate shall be provided. This insurance shall include coverage for the

- activities of the vendor's professional staff. The definition of covered Professional Services must include "the design, implementation, service, and maintenance of fiber optic networks"
- Professional Errors and Omissions Insurance: Five Million Aggregate (This insurance shall include coverage for the activities of the vendor's professional staff.); ANDNYS 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. Coverage must be written to apply within the State of NY and must be written to include coverage for Sole proprietors, Partners, LLC Members or Corporate officers (if such proprietors, partners, members or officers will work on the job site). Employers Liability and Disability benefits are required by New York State. Detailed information can be obtained by going to the link http://www.wcb.state.ny.us/

The City requires any SiFi Networks' subsidiaries, project partners, vendors subcontractors, and contractors name the City as a Certificate Holder and Additional Insured on a Primary and Noncontributory Basis for the initial *feasibility study and ongoing design and engineering* of the installation of fiber in the New York State, Saratoga County and City right-of-ways:

- 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;
- Technology Professional Liability (Errors & Omissions) Insurance: with limits of not less than \$5,000,000 Per Claim and \$5,000,000 Annual Aggregate shall be provided. This insurance shall include coverage for the activities of the vendor's professional staff. The definition of covered Professional Services must include "the design, implementation, service, and maintenance of fiber optic networks";
- Professional Errors and Omissions Insurance: Five Million Aggregate (This insurance shall include coverage for the activities of the vendor's professional staff.); 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. Coverage must be written to apply within the State of NY and must be written to include coverage for Sole proprietors, Partners, LLC Members or Corporate officers (if such proprietors, partners, members or officers will work on the job site). Employers Liability

and Disability benefits are required by New York State. Detailed information can be obtained by going to the link http://www.wcb.state.ny.us/

The City requires SiFi Networks' and its subsidiaries, and project partners stipulate and ensure that any vendor, contractor or sub-contractor hired to do work under this Agreement and while *conducting construction* in the New York State, Saratoga County and City right-of-ways in the course of this agreement name the City as a Certificate Holder and Additional Insured on a Primary and Noncontributory Basis for the following coverage:

- 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. Coverage must be written to apply within the State of NY and must be written to include coverage for Sole proprietors, Partners, LLC Members or Corporate officers (if such proprietors, partners, members or officers will work on the job site). Employers Liability and Disability benefits are required by New York State. Detailed information can be obtained by going to the link http://www.wcb.state.ny.us/

The City requires any SiFi Networks' subsidiaries, project partners, vendors subcontractors, and contractors name the City as a Certificate Holder and Additional Insured on a Primary and Noncontributory Basis for the working phase of this contract including the installation of systems via ISP and the ongoing maintenance and repair of the network of the installation of fiber in the New York State, Saratoga County and City right-of-ways:

- 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;
- Cyber/Privacy Liability Insurance: with limits of not less than \$5,000,000
 Per Claim and \$5,000,000 Annual Aggregate. This insurance shall include
 coverage for Third Party liability claims resulting from a data breach, network
 security breach or a violation of privacy policy as well as First Party claims
 (including coverage for data in the care, custody and control of the insured).

- First Party coverage must include Privacy Notification expenses, Cyber Extortion coverage, as well as Data Recovery Costs;
- Professional Errors and Omissions Insurance: Five Million Aggregate (This insurance shall include coverage for the activities of the vendor's professional staff.); 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. Coverage must be written to apply within the State of NY and must be written to include coverage for Sole proprietors, Partners, LLC Members or Corporate officers (if such proprietors, partners, members or officers will work on the job site). Employers Liability and Disability benefits are required by New York State. Detailed information can be obtained by going to the link http://www.wcb.state.ny.us/

It shall be an affirmative obligation of SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within ten (10) business days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors acknowledge 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. SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors are 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.

SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors to the fullest extent provided by law, shall indemnify and save harmless the City and its Employees, from and against all third party 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 which is caused solely by the tortious act or negligent act or omission of SiFi Newtorks, its subsidiaries, project partners, vendors sub-contractors, and contractors or its employees or anyone for whom SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors is legally liable. 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 SiFi Networks, its subsidiaries, project partners, vendors subcontractors, and contractors, as aforesaid.

SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors agree 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. SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors 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 SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The City specifically reserves the right to suspend or terminate all work under this contract whenever SiFi Networks, its subsidiaries, project partners, vendors subcontractors, and contractors are proceeding in a manner that threatens the life, health or safety of any of SiFi Networks' employees, its subsidiaries, project partners, vendors sub-contractors, and contractors, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors. If the City exercises its rights pursuant to this part, SiFi Networks shall be given ten (10) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for ten (10) days due to the City's legal obligation to continuously provide the Service to the public or the City's immediate need for completion of SiFi Networks's, its subsidiaries, project partners, vendors sub-contractors, and contractors's work. In such case, SiFi Networks shall immediately cure the defect. If SiFi Networks, its subsidiaries, project partners, vendors sub-contractors, and contractors fails to cure the identified defect(s), the City shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by SiFi 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.

5.4.6 <u>No Waiver.</u> Receipt or review by the City of any copies of insurance policies, endorsements or certificates that fail to comply with the requirements of this Agreement, or the City's failure to request or obtain evidence of insurance or to

object to the insurance provided, shall not be deemed a waiver of any requirements contained in this Agreement and shall not relieve SiFi Networks of its duty to comply with the requirements contained in this Agreement.

6. Parties' Obligations.

- 6.1 <u>Sewer System.</u> If in the design or construction of the System SiFi Networks determines that usage of SiFi Network's Wastewater Fiber Technology may be appropriate in the City Sewer System, the City agrees to promptly review and approve plans if deemed appropriate. The City's determination of appropriateness will be based on, but is not limited to, the Sewer System's location, usage, and maintenance expectations. Should the City approve usage of SiFi Network's Wastewater Fiber Technology in the City Sewer System, the obligations of SiFi Networks and the City in regard to the Sewer System will be negotiated and included in a later agreement.
- 6.2 <u>Obligations of the City.</u> In addition to all other duties and obligations contained elsewhere in this Agreement, City has the following duties and obligations:
 - (i) Provide a single point of contact ("SPOC") for SiFi Networks during Construction and until Substantial Completion, which SPOC will assist SiFi Networks in adressing all issues related to the system, providing coordination with and act as a liaison to City departments, and serving as a communications and troubleshooting resource for SiFi Networks.
 - (ii) Offer the full cooperation of all City departments with respect to relevant issues with respect to the System during Construction and until Substantial Completion. Such cooperation will be supervised by the SPOC.
 - (iii) Except in the case of a Force Majeure Event, provide SiFi Networks and its representatives with full access (i.e., 24 hours per day, 7 days per week, 365 days per year) to all City property, including and limited to System huts and cabinents, where the System is installed and full access to all City assets and infrastructure for the installation and inspection of the System and for any other reasonable business purpose with respect to the System, at no charge by the City for such access. Access to any other portion(s) of the System in the City's right of way will go through the City's regular permitting process. The City shall use all reasonable effects to complete such review and to issue such permits as expeditiously as possible.
 - (iv) Participate in regular status meetings for the coordination of all matters related to the System during Construction and until Substantial Completion.
 - (v) Provide prompt, diligent, good faith review of all applications for permits submitted by SiFi Networks or its representatives or contractors, including permits or other necessary items for construction work on the

System within the Public Way. For the avoidance of doubt, the City shall use all reasonable efforts to complete the review of applications and to issue permits as expeditiously as possible.

- (vi) In the event emergency repairs are necessary that would impact the System in the Public Way or the Sewer System, coordinate the repairs with SiFi Networks, any utilities or other users of the Public Way in order to facilitate prompt repairs, such coordination to be supervised by the SPOC and the SPOC shall keep SiFi Networks continually apprised of the status of such repairs.
- 6.3 <u>Obligations of SiFi Networks.</u> In addition to all other duties and obligations contained elsewhere in this Agreement, SiFi Networks has the following duties and obligations:
 - (i) Work closely with the SPOC of the City and relevant City departments with respect to the Construction of the System.
 - (ii) Comply with all requirements of City, County, and State for permit and Public Way use applications, to the extent they may be required.
 - (iii) Commence Construction by the Construction Commencement Deadline.
 - (iv) Proceed with due diligence with the Construction of the System.
 - (v) Achieve Substantial Completion of the System by the Construction Completion Deadline.
 - (vi) Maintain or provide for the maintenance of the System.
- (vii) Provide the City with an itemized listing of all materials used or to be used as part of the System, during either construction or any subsequent rapair and/or modification.
- (viii) Provide the City with all GIS mapping of the System in the Public Way upon Substantial Completion.

7. Breach; Rights and Remedies; Termination; Indemnification.

7.1 <u>SiFi Networks Breach or Default.</u> In the event the City believes that SiFi Networks has not complied with or is otherwise in default with regard to any term of this Agreement, the City shall promptly notify SiFi Networks in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "City Breach Notice"). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of the City hereunder unless and only to the extent that SiFi Networks is materially prejudiced by such failure.

- 7.1.1 <u>SiFi Networks's Right to Cure or Respond.</u> Except as otherwise provided by law or regulation, SiFi Networks shall have thirty (30) days from its receipt of a City Breach Notice (the "Initial SiFi Cure **Period**") to:
- (i) respond to the City, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of SiFi Networks's response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity regarding the alleged noncompliance or default; or
- (ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the Initial SiFi Cure Period, so long as SiFi Networks initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies the City of the steps being taken and the projected date that they will be completed, the Initial SiFi Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from SiFi Networks' receipt of a City Breach Notice (the "Extended SiFi Cure Period" and together with the Initial SiFi Cure Period, the "SiFi Cure Period").

7.1.2 City Rights and Remedies.

- (i) Except as provided in Sections 7.1.2(ii), (iii) and (iv) below which shall control in connection with the events described therein, if SiFi Networks fails to cure any actual noncompliance or default as provided in Section 7.1 above within the SiFi Cure Period, the City may:
 - (a) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;
 - (b) seek money damages from SiFi Networks; or
 - (c) terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.
- (ii) In the event SiFi Networks fails to commence Construction on or before the Construction Commencement Deadline in accordance with Section 7.1 above and subsequently fails to commence Construction within the SiFi Cure Period, the City may provide written notice to SiFi Networks and its lender(s) of the City's intent to terminate this Agreement for such failure. SiFi Networks shall have an additional thirty (30) day period after the

SiFi Cure Period to commence Construction (the "Additional SiFi Cure Period"). If SiFi Networks fails to commence Construction by the last day of the Additional SiFi Cure Period, SiFi Networks's lender(s) shall have an additional thirty (30) days from the end of the Additional SiFi Cure Period to commence Construction (the "Additional Lender Cure Period"). If SiFi Networks's lender(s) fails to commence Construction by the last day of the Additional Lender Cure Period, the City may terminate this Agreement by written notice to SiFi Networks and its lender(s) and neither Party shall have any liability or obligation under this Agreement.

- In the event SiFi Networks fails to achieve Substantial Completion of the System by the Construction Completion Deadline in accordance with Section 7.1 above and subsequently fails to achieve Substantial Completion within the SiFi Cure Period, the City may provide written notice to SiFi Networks and its lender(s) of the City's intent to terminate this Agreement for such failure. SiFi Networks shall have an additional thirty (30) day period after the SiFi Cure Period to achieve Substantial Completion (the "Additional SiFi Completion Cure Period"). If SiFi Networks fails to achieve Substantial Completion by the last day of the Additional SiFi Completion Cure Period, SiFi Networks's lender(s) shall have an additional thirty (30) days from the end of the Additional SiFi Completion Cure Period to achieve Substantial Completion (the "Additional Lender Completion Cure Period"). If SiFi Networks's lender(s) fails to achieve Substantial Completion by the last day of the Additional Lender Completion Cure Period, the City may terminate this Agreement by written notice to SiFi Networks and its lender(s). In the event of such termination pursuant to this subsection, the City shall within sixty (60) days of the effective date of such termination elect to either (i) purchase the System by paying to SiFi Networks by wire transfer of immediately available funds within one hundred and twenty (120) days of the effective date of the termination a sum equal to SiFi Networks' costs of designing, financing and constructing the System for use in the City plus ten percent (10%) of such costs and upon such payment neither Party shall have any liability or obligation under this Agreement; or (ii) permit SiFi Networks continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement, the City shall however have authority over all extensions of the FON in the Public Way.
- (iv) At any time after Substantial Completion is achieved, in the event no internet, voice, data, or video service of any kind is capable of being provided over the System for a period in excess of one hundred twenty (120) consecutive days and SiFi Networks fails to restore such capability within the SiFi Cure Period, the City may provide written notice to SiFi Networks and its lender(s) of the City's intent to terminate this Agreement. SiFi Networks shall have an additional thirty (30) day period after the SiFi Cure Period to restore the capability of the System to provide Service (the "Additional SiFi

Service Cure Period"). If SiFi Networks fails to restore the capability of the System to provide Service by the last day of the Additional SiFi Service Cure Period, SiFi Networks's lender(s) shall have an additional thirty (30) days from the end of the Additional SiFi Service Cure Period to restore the capability of the System to provide Service (the "Additional Lender Service Cure Period"). If SiFi Networks' lender(s) fails to restore the capability of the System to provide Service by the last day of the Additional Lender Service Cure Period, the City may terminate this Agreement by written notice to SiFi Networks and its lender(s). In the event of such termination pursuant to this subsection, the City shall within sixty (60) days of the effective date of such termination elect to either (i) purchase the System by paying to SiFi Networks by wire transfer of immediately available funds within on hundred and twenty (120) days of the effective date of the termination a sum equal to SiFi Networks' costs of designing, financing and constructing the System for use in the City plus ten percent (10%) of such costs and upon such payment neither Party shall have any liability or obligation under this Agreement; or (ii) permit SiFi Networks continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement, the City shall however have authority over all extensions of the FON in the Public Way.

- (v) Notwithstanding anything to the contrary in this Agreement, in no event shall the City be permitted to terminate this Agreement if the City is in material breach of or default under this Agreement.
- 7.2 <u>City Breach or Default.</u> In the event SiFi Networks believes that the City has not complied with or is otherwise in default with regard to any term of this Agreement, SiFi Networks shall promptly notify the City in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "SiFi Breach Notice"). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of SiFi Networks hereunder unless and only to the extent that the City is materially prejudiced by such failure.
 - 7.2.1 <u>City's Right to Cure or Respond.</u> The City shall have thirty (30) days from its receipt of a SiFi Breach Notice (the "City Cure Period") to:
 - (i) respond to SiFi Networks, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of the City's response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity regarding the alleged noncompliance or default; or
 - (ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the City Cure Period, so long as the City initiates reasonable steps

to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies SiFi Networks of the steps being taken and the projected date that they will be completed, the City Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from the City's receipt of a SiFi Breach Notice (the "Extended City Cure Period").

- 7.2.2 <u>SiFi Networks Rights and Remedies</u>. If the City fails to cure any actual noncompliance or default as provided in Section 7.2.1 above within the applicable City Cure Period, SiFi Networks may:
 - (i) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;
 - (ii) seek money damages from the City; or
 - (iii) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.
 - (iv) Notwithstanding anything to the contrary in this Agreement, in no event shall SiFi Networks be permitted to terminate this Agreement if SiFi Networks is in material breach of or default under this Agreement.

7.3 Additional Rights to Terminate

- 7.3.1 At any time prior to commencing Construction or in the event the City fails to approve the permits required to construct the System or SiFi Networks is otherwise legally prohibited from constructing the System, SiFi Networks shall have the immediate right, at its option, upon notice to the City, to terminate this Agreement.
- 7.3.2 At any time prior to commencing Construction or in the event SiFi Networks fails to be granted the permits required to construct the System or SiFi Networks is otherwise legally prohibited from constructing the System, the City shall have the immediate right, at its option, upon notice to SiFi Networks, to terminate this Agreement.
- 7.3.3 A Party shall have the right, at its option, upon notice to the other Party, to terminate this Agreement if the other Party becomes (i) insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (ii) subject to any bankruptcy or insolvency proceeding under federal, state or foreign statutes which is not rescinded or dismissed within thirty (30) days, and neither party shall have any liability or obligation under this Agreement.

Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE 7.4 LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ANY LOST PROFITS OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COUNCIL OFFICIALS, MANAGERS, MEMBERS, EQUITY AND MEMBERS. AND CONTRACTORS PARTNERS, EMPLOYEES, HOLDERS. REPRESENTATIVES AND THEIR SUCCESSORS AND ASSIGNS, FROM CLAIMS FOR ANY SUCH DAMAGES. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 7.4 will survive expiration or termination of this Agreement.

8. <u>Disputes.</u>

8.1 <u>Disputes.</u> All claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be decided in a court of law. Venue of all claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be in a court of competent jurisdiction in the State of New York.

9. Miscellaneous Provisions

Assignment. The provisions of this Agreement shall be binding upon and 9.1 shall inure to the benefit of the Parties hereto and each of their respective successors and assigns as provided herein. The City shall not be permitted to assign, sell or transfer this Agreement, or its rights and duties under this Agreement, without the prior written consent of SiFi Networks. SiFi Networks shall not assign, novate, sell, encumber, or transfer this Agreement or the System or any part thereof and or its rights and duties under this Agreement, without the consent of the City which shall not be unreasonably withheld, conditioned or delayed. Upon any such assignment, sale, transfer, or novation, SiFi Networks shall be released from all obligations and liabilities under this Agreement from and after the date of such assignment. SiFi Networks shall give the City thirty (30) days' advance written notice of the proposed assignment, sale, transfer or novation disclosing the identity of the Person to whom it seeks to assign, transfer, sell or novate the Agreement or System to, including information that the assignee or transferee has the financial and technical ability necessary to perform SiFi Networks's obligations under this Agreement or other information that the City may reasonably request. The City agrees to respond to SiFi Networks's request for assignment, sale, transfer or novation within forty-five (45) days after it has received the request for assignment and the information it has requested regarding the assignee or transferee. The City agrees from time to time to promptly deliver (and in no event later than twenty (20) days after request by SiFi Networks) to SiFi Networks an estoppel certificate addressed to the assignee, buyer or transferee designated by SiFi Networks, affirming for the benefit of such buyer, assignee or transferee the following (to the extent that the following are then

true): the Agreement is in full force and effect; SiFi Networks is not in default thereunder; and such other matters as such assignee, buyer or transferee may reasonably request. Sifi Networks shall pay all of the City's costs, including attorney's fees and expenses, in connection with such assignment or transfer.

- 9.2 <u>Force Majeure.</u> Neither Party shall be held in default under, or in breach or noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged defaults occurred or were caused by a Force Majeure Event.
- 9.3 <u>Notice</u>. All notices and communications hereunder shall be in writing and shall be served upon the other party by hand delivery, nationally recognized overnight delivery service, United States certified mail, return receipt requested, electronic mail, or by facsimile with confirmed transmission and addressed as follows:

If to the City:

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

With a copy (which shall not constitute notice) to:

The City Attorney, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

If to SiFi Networks:

SiFi Networks Saratoga Springs, LLC 55 Madison Avenue Morristown, New Jersey 07960 Attn: Ben Bawtree- Jobson Email: ben@sifinetworks.com

With a copy (which shall not constitute notice) to:

Hinckley Allen LLP 28 State Street Boston, MA, 20109 Attn: Rhian M.J. Cull

Email: rcull@hinckleyallen.com

AND

Sifi Networks
2 Mile Oak Industrial Estate,
Oswestry, Shropshire,
SY10 8GA, UK
Attn: Faser Tart

or to such other address as such Party may hereafter specify for the purpose by notice to the other Party in the manner provided in this Section 9.3. All such notices, requests and other communications will be deemed received on the date of receipt if received prior to 5:00 p.m. on any business day in the place of receipt. Otherwise, any such notice, request or communication will be deemed not to have been received until the next succeeding business day in the place of receipt. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice. SiFi Networks shall provide the City with the contact details of its Lender, as and when such Lender is identified. Failure of SiFi Networks to provide the City with the contact details of any Lender or Lenders shall relieve the City of any obligations under this Agreement to provide notice to such Lender(s).

- 9.4 Entire Agreement. This Agreement, including all Exhibits and Schedules, embodies the entire understanding and agreement of the City and SiFi Networks with respect to the subject matter hereof. This Agreement supersedes all other agreements whether written, verbal, or otherwise between SiFi Networks and the City with respect to the subject of this Agreement.
- 9.5 <u>Severability</u>. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement (which other terms and provisions shall remain in full force and effect) or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 9.6 Governing Law. This Agreement shall be deemed to be executed in the State of New York and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of New York as applicable to contracts entered into and performed entirely within the State, irrespective of conflict of laws principles.
- 9.7 <u>Modification.</u> This Agreement shall not be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and SiFi Networks. For the avoidance of doubt, this Agreement cannot be amended or modified orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to amend or modify this Agreement in whole or in part.
- 9.8 <u>No Third Party Beneficiaries.</u> Nothing in this Agreement or in any prior agreement is or was intended to confer third party beneficiary status on any party or Person not a party to this Agreement including a member of the public.
- 9.9 <u>No Waiver of Rights.</u> Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural that SiFi Networks or the City may have under federal or state law unless such waiver is expressly stated herein.

9.10 No Rights to the System. The City expressly agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the System, throughout the term of this Agreement. Except as provided in Sections 7.1.2(iii) and 7.1.2(iv) hereof, SiFi Networks shall, at all times, retain title to and ownership of the System and all future extensions of the System, and shall have the right to lease the System or parts thereof to a provider of internet, data, voice, video and other services.

9.11 Representations and Warranties.

- 9.11.1 The City represents and warrants to SiFi Networks that: (a) it has full authority (including the authority required by any applicable law, ordinance, rule or regulation) to enter into and perform its obligations under this Agreement and the Public Way License, and that the execution, delivery and performance of its obligations under this Agreement and under the Public Way License are within the right, power and authority of the City and have been duly authorized by all necessary action on the part of City, and (b) this Agreement and the Public Way License have been duly executed and delivered by the City and constitute the legal, valid and binding agreements of the City, enforceable against the City in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity). No representation or warranty is made by the City regarding any law, ordinance, rule, or regulation applicable to the City with respect to the construction or installation of the System, compliance with such laws, ordinances, rules and regulations being solely the responsibility of SiFi Networks.
- 9.11.2 SiFi Networks represents and warrants to the City that: (a) it has full limited liability company authority to enter into and perform this Agreement and the Public Way License and the execution, delivery and performance of this Agreement and the Public Way License and the consummation of the transactions contemplated hereby and thereby are within the limited liability company power and authority of SiFi Networks and have been duly authorized by all necessary limited liability company action on the part of SiFi Networks, (b) this Agreement and the Public Way License have been duly executed and delivered by SiFi Networks and it constitutes a legal, valid and binding agreement of SiFi Networks enforceable against SiFi Networks in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity) and (c) the execution and delivery of this Agreement and the Public Way License by SiFi Networks and its performance hereunder and thereunder will not violate any law, rule, or regulation applicable to SiFi Networks.
- 9.11.3 SIFI NETWORKS MAKES NO REPRESENTATIONS OR WARRANTIES TO THE CITY OR ANY PERSON WITH RESPECT TO THE SYSTEM (OR THE COMPONENTS THEREOF) AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT SIFI NETWORKS MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

- 9.12 <u>Third Parties.</u> Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either SiFi Networks or the City.
- 9.13 No Partnership. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the City and SiFi Networks or any other relationship other than a contractual relationship as expressly set forth in this Agreement. Neither Party shall in any manner act or indicate to any third party that is acting as the agent of the other Party. SiFi Networks shall at all times remain an independent contractor. Neither Party shall control or direct the day-to-day affairs of the other Party, or their mode or method of performing their respective obligations hereunder.
- Headings: Construction. The headings and captions of this Agreement are solely for the convenience of the Parties and shall not be deemed to modify or vary any of the substantive terms thereof. Each of the Parties acknowledge that each Party to this Agreement has been represented by counsel in connection with this Agreement. Legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement and is expressly waived. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, and clauses are to Articles, Sections and clauses of this Agreement unless otherwise specified. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.
- 9.15 <u>Counterparts.</u> This Agreement may be signed in any number of counterparts, each of which will be deemed an original, with the same effect as if the

signatures were upon the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- 9.16 <u>Further Assurances.</u> Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.
- 9.17 No Waiver. No provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom the waiver is to be effective. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- 9.18 Indemnity. To the extent permitted by law, the City agrees to indemnify and hold harmless, SiFi Networks and its directors, officers, managers, members, equity and debt holders, partners, employees, contractors, agents, attorneys and representatives, and their successors and assigns, from and against any and all claims, suits, and demands of liability, loss, cost, expense or damage, including reasonable attorney's fees, arising out of third party claims resulting from the City's willful misconduct or negligence in its performance of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the indemnity obligations set forth herein will survive expiration or termination of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Development Agreement to be executed as of the day and year stated above.

CITY OF SARATOGA SPRINGS,

a political subdivision of the State of New York

Name: Meg Kel

Title: Mayor

Dated: 8/28//3, 201

PER COUNCIL APPROVAL

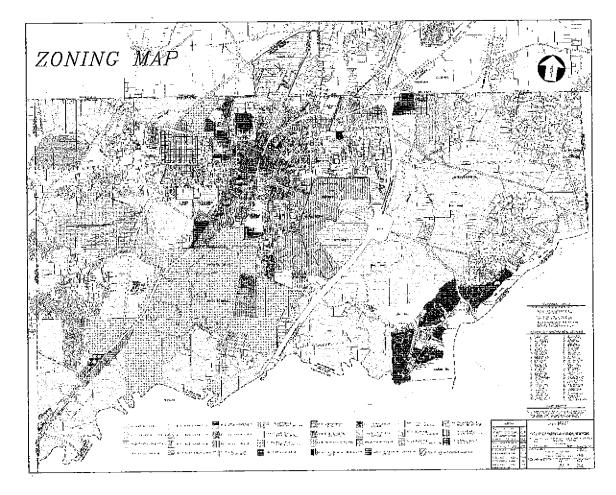
SIFI NETWORKS SARATOGA SPRINGS LLC,

a Delaware limited liability company

Name: Title: Dated: August 16th,

PRIMARY PREMISES

SiFi Networks and the City will work towards an agreed premise list that the System will pass within the City Zoning District Map



(See Attached)

EXHIBIT B

PUBLIC WAY LICENSE

(To be negotiated)

SBITMAN



CERTIFICATE OF LIABILITY INSURANCE

7/19/2021

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

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

PRODUCER		CONTACT Stephanie Bitman						
	Global of New Jersey LLC Jefferson Road	PHONE (A/C, No, Ext): (610) 915-2012 FAX (A/C, No):						
Suite 101		E-MAIL ADDRESS: Stephanie.bitman@americanglobal.com						
Vhippany,	NJ 07981	INSURER(S) AFFORDING COVERAGE NAIC #						
		INSURER A: Valley Forge Insurance Company 20508						
NSURED		INSURER B: Transportation Insurance Company 20494						
	Lat Long Infrastructure, LLC	INSURER C: Continental Insurance Co. of New Jersey 42625						
	9901 Brodie Lane, Suite 160 #1026	INSURER D : Berkley Assurance Company	39462					
	Austin, TX 78748	INSURER E:						
		INSURER F:						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSF	TYPE OF INSURANCE	ADDL INSD	SUBR POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS			
A		INSD	WVD	(WIW/DD/1111)	(WIW/DD/1111)	EACH OCCURRENCE	\$ 1,000,000		
	CLAIMS-MADE X OCCUR	х	7011969061	11/1/2020	11/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000		
	χ Contractual Liab					MED EXP (Any one person)	\$ 15,000		
						PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000		
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$ 2,000,000		
	OTHER:						\$		
В	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	ANY AUTO	Х	7011969075	11/1/2020	11/1/2021	BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$		
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
							\$		
С	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 6,000,000		
	EXCESS LIAB CLAIMS-MADE	X	7011969108	11/1/2020	11/1/2021	AGGREGATE	\$ 6,000,000		
	DED RETENTION \$						\$		
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	7011969089	11/1/2020	11/1/2021	E.L. EACH ACCIDENT	\$ 1,000,000		
	(Mandatory in NH)	N, A				E.L. DISEASE - EA EMPLOYEE			
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
D	Contractors Prof Pol		PCADB-5014275-1120	11/1/2020	11/1/2021	Occurrence/Aggregate	5,000,000		
"	Contractors Froi For		FGADD-30142/3-1120	11/1/2020	11/1/2021	Occurrence/Aggregate	5,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CNA's captioned Workers' Compensation policy excludes coverage in the state of CA.

City of Saratoga Springs is included as Additional Insured on a Primary and Non-Contributory Basis on the captioned General Liability, Auto Liability, and Excess Liability policies if and to the extent required by written contract.

John Liu is covered as an employee of Lat Long Infrastructure for Professional Liability per the terms and conditions of the captioned Professional Liability policy while performing in-house design work for Lat Long Infrastructure.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/29/2021

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.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights t				•	•	•	equire an endorsement	. A sta	atement on
-	DUCER				CONTA NAME:	^{CT} Willis T	owers Watso	on Certificate Center	r	
	lis Towers Watson Insurance Servic 26 Century Blvd	es W	est,	Inc.	PHONE (A/C, No	. Fxt). 1-877	-945-7378	FAX (A/C, No):	1-888	-467-2378
	. Box 305191						cates@willi			
	hville, TN 372305191 USA							RDING COVERAGE		NAIC#
					INSURE			y Insurance Company		27154
	RED i Networks Saratoga Springs LLC				INSURE	R B :				
	Madison Avenue				INSURE	R C :				
Mor	ristown, NJ 07960				INSURE	R D :				
					INSURE	RE:				
					INSURE	RF:				
CO	VERAGES CER	TIFIC	CATE	E NUMBER: W19964993				REVISION NUMBER:		
IN C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	QUIR PERT POLIC	REMENTAIN, TOTAL COLORS	NT, TERM OR CONDITION (THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE I	OF AN' ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPE	CT TO \	WHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR							EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
A	CLAIIVIS-IVIADE VV OCCOR							PREMISES (Ea occurrence) MED EXP (Any one person)	\$	15,000
		Y		711-01-65-77-0002	2 02/01/2021 02/01/20	02/01/2022	PERSONAL & ADV INJURY	\$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000	
	▼						PRODUCTS - COMP/OP AGG	\$	2,000,000	
	OTHER:							FRODUCTS - COMF/OF AGG	\$	
	AUTOMOBILE LIABILITY				2 02/01/2021 02	1 02/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
	ANY AUTO						BODILY INJURY (Per person)	\$		
A	OWNED SCHEDULED			711-01-65-77-0002			BODILY INJURY (Per accident)	\$		
	AUTOS ONLY HIRED X HIRED X HOS ONLY X HOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
	AUTOS ONLY AUTOS ONLY						(Per accident)	\$		
	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	5,000,000
A	EXCESS LIAB CLAIMS-MADE			711-01-65-77-0002	2 02/01/2021		02/01/2022	AGGREGATE	\$	5,000,000
	DED RETENTION\$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH-		
A	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A					02/01/2022	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		406-04-57-85-0002		02/01/2021		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Cyber Prof. Liab.			760-01-05-63-0002	!	02/01/2021	02/01/2022	Per Claim Limit:	\$5,000	0,000
								Agg Amount:	\$5,000	0,000
	CRIPTION OF OPERATIONS/LOCATIONS/VEHICL ice of Risk and Safety, City	•						•	1:4	Conomal
	bility policy is Primary & No.				lasi	Additional	Insured o	n the General Liabi	.IILLY•	General
	DIFICATE USI DED				04416	NELL ATION				
CE	RTIFICATE HOLDER				CANC	ELLATION				
					THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.		-
	fice of Risk and Safety			ļ	AUTHO	RIZED REPRESE	NTATIVE			
	ty of Saratoga Springs 4 Broadway					MIR	111			
474 Broadway Saratoga Springs, NY 12866					Wa.	11/				

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07/15/2021 15:08 CITY OF SARATOGA SPRINGS LIVE PLOST BUDGET AMENDMENTS JOURNAL ENTRY PROOF Budent

LN ORG OBJECT PROJ ORG DESCRIPTION ACCOUNT	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 07 152 07/20/2021 BUDGET CCM 072023	l BUA AMEND-PAY1 1 2					
1 A124 43315 DPS FEDERAL AID A -12-4-0000-0-43315 -	CAP DIST DRUG ENF TAS REIMB FOR OT	SK FORCE -3 ON TASKFORCE	3,027.56 07/20/2		-44,100.16	
2 A3143121 51960 POLICE DEPARTMENT F A -31-4-3120-1-51960 -		56 ON TASKFORCE	1,500.00 07/20/2	10,072.60 021	571,572.60	
3 A3143121 58030 POLICE DEPARTMENT F A -31-4-3120-1-58030 -		SECURITY 59 ON TASKFORCE	8,218.45 07/20/2		599,218.45	
	** ЈО	URNAL TOTAL		0.00		



07/15/2021 15:08 u238 CITY OF SARATOGA SPRINGS LIVE BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2 |bgamdent

CLERK: u238

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	т ОВ	DEBIT	CREDIT
2021 7 152 BUA A124-43315 07/20/2021 AMEND-PAY1 BUDGET CCM 072021	CAP DIST DRUG ENF TASK FORCE REIMB FOR OT ON TASKFORCE	5		11,072.60
BUA A3143121-51960 07/20/2021 AMEND-PAY1 BUDGET CCM 072021	OVERTIME REIMB FOR OT ON TASKFORCE	5	10,072.60	
BUA A3143121-58030 07/20/2021 AMEND-PAY1 BUDGET CCM 072021	CITY PORTION SOCIAL SECURITY REIMB FOR OT ON TASKFORCE	5	1,000.00	
			.00	.00
BUA A-2960 07/20/2021 AMEND-PAY1 BUDGET CCM 072021	APPROPRIATIONS			11,072.60
BUA A-1510 07/20/2021 AMEND-PAY1 BUDGET CCM 072021	ESTIMATED REVENUES		11,072.60	
	SYSTEM GENERATED ENTRIES TOTAL		11,072.60	11,072.60
	JOURNAL 2021/07/152 TOTAL		11,072.60	11,072.60



07/15/2021 15:08 u238 | CITY OF SARATOGA SPRINGS LIVE | BUDGET AMENDMENT JOURNAL ENTRY PROOF P 3 |bgamdent

FU	ND ACCOUNT	YEAR	PER	JNL	EFF DATE ACCOUNT DESCRIPTION	ī	DEBIT	CREDIT
A	GENERAL FUND A-1510 A-2960	2021	7	152	07/20/2021 ESTIMATED REVENUES APPROPRIATIONS		11,072.60	11,072.60
						FUND TOTAL	11,072.60	11,072.60

^{**} END OF REPORT - Generated by Lynn Bachner **



07/15/2021 15:06 CITY OF SARATOGA SPRINGS LIVE PLOST BUDGET AMENDMENTS JOURNAL ENTRY PROOF Bgamdent

LN ORG OBJECT PROJ ORG DESCRIPTION ACCOUNT	ACCOUNT DESCRIPTION LINE DESCRIPTION	PREV EFF DATE BUDGET	BUDGET CHANGE	AMENDED BUDGET ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2	SRC JNL-DESC ENTITY AMEND			
2021 07 150 07/20/2021 BUDGET CCM 072021	BUA AMEND-PAY2 1 2			
1 A032 41110 NON PROPERTY TAX IT: A -03-2-0000-0-41110 -			04 -29,815.28 /20/2021	-9,808,826.32
2 A3031491 51122 COMM PUBLIC WORKS PA A -30-3-1490-1-51122 -			00 27,696.50 /20/2021	27,696.50
3 A3031491 58030 COMM PUBLIC WORKS PA A -30-3-1490-1-58030 -			72 2,118.78 /20/2021	25,856.50
	** Ј(OURNAL TOTAL	0.00	



07/15/2021 15:06 u238 CITY OF SARATOGA SPRINGS LIVE BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2 |bgamdent

CLERK: u238

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021 7 150				00.015.00
BUA A032-41110 07/20/2021 AMEND-PAY2 BUDGET CCM 072021	SALES TAX REV EST OVER AMNT BUDGETED	5		29,815.28
BUA A3031491-51122 07/20/2021 AMEND-PAY2 BUDGET CCM 072021	ELECTRICIAN 21 MID YR AMND-ELECTRICIAN	5	27,696.50	
BUA A3031491-58030 07/20/2021 AMEND-PAY2 BUDGET CCM 072021	CITY PORTION SOCIAL SECURITY 21 MID YR AMND-ELECTRICIAN	5	2,118.78	
			.00	.00
BUA A-2960	APPROPRIATIONS			29,815.28
07/20/2021 AMEND-PAY2 BUDGET CCM 072021 BUA A-1510 07/20/2021 AMEND-PAY2 BUDGET CCM 072021	ESTIMATED REVENUES		29,815.28	
	SYSTEM GENERATED ENTRIES TOTAL		29,815.28	29,815.28
	JOURNAL 2021/07/150 TOTAL		29,815.28	29,815.28



07/15/2021 15:06 u238 CITY OF SARATOGA SPRINGS LIVE BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3 |bgamdent

FU	ND ACCOUNT	YEAR	PER	JNL	EFF DATE ACCOUNT DESCRIPTION	1	DEBIT	CREDIT
A	GENERAL FUND A-1510 A-2960	2021	7	150	07/20/2021 ESTIMATED REVENUES APPROPRIATIONS		29,815.28	29,815.28
						FUND TOTAL	29,815.28	29,815.28

^{**} END OF REPORT - Generated by Lynn Bachner **



07/15/2021 15:04 CITY OF SARATOGA SPRINGS LIVE PROOF P 1 BUDGET AMENDMENTS JOURNAL ENTRY PROOF Bgamdent

LN ORG OBJECT PROJ ACCOUNT	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DAT	E REF 1 REF 2	SRC JNL-DESC ENTITY AMEND					
2021 07 151 07/20/20	21 BUDGET CCM 072021	BUA AMEND-BENE 1 2					
1 A032 41110 A -03-2-0000-0-411	NON PROPERTY TAX ITE 10 -		-9,77 AMNT BUDGETED			-9,795,554.64	
2 A3739018 58040 A -37-3-9010-8-580		REMENT SYSOTHER EMPLOYEES RETIRE 21 MID YR AMN	MENT SYS 75 D-ELECTRICIAN	53,071.20 07/20/202		757,336.46	
3 A3739068 58010 A -37-3-9060-8-580	HOSPITALIZATION 10 -	HOSPITALIZATION 21 MID YR AMN	1,68 D-ELECTRICIAN			1,697,114.09	
4 A3739068 58011 A -37-3-9060-8-580	HOSPITALIZATION 11 -	VISION INSURANCE 21 MID YR AMN	D-ELECTRICIAN	21,808.56 07/20/202		21,954.60	
		** JOU	RNAL TOTAL		0.00		



07/15/2021 15:04 u238 CITY OF SARATOGA SPRINGS LIVE BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2 |bgamdent

CLERK: u238

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	т ОВ	DEBIT	CREDIT
2021 7 151 BUA A032-41110	SALES TAX	5		16,543.60
07/20/2021 AMEND-BENE BUDGET CCM 072021 BUA A3739018-58040	REV EST OVER AMNT BUDGETED OTHER EMPLOYEES RETIREMENT SYS	5	4,265.26	
07/20/2021 AMEND-BENE BUDGET CCM 072021 BUA A3739068-58010	21 MID YR AMND-ELECTRICIAN HOSPITALIZATION	5	12,132.30	
07/20/2021 AMEND-BENE BUDGET CCM 072021 BUA A3739068-58011 07/20/2021 AMEND-BENE BUDGET CCM 072021	21 MID YR AMND-ELECTRICIAN VISION INSURANCE 21 MID YR AMND-ELECTRICIAN	5	146.04	
			.00	.00
BUA A-2960	APPROPRIATIONS			16,543.60
07/20/2021 AMEND-BENE BUDGET CCM 072021 BUA A-1510 07/20/2021 AMEND-BENE BUDGET CCM 072021	ESTIMATED REVENUES		16,543.60	
	SYSTEM GENERATED ENTRIES TOTAL		16,543.60	16,543.60
	JOURNAL 2021/07/151 TOTAL		16,543.60	16,543.60



07/15/2021 15:04 u238 | CITY OF SARATOGA SPRINGS LIVE | BUDGET AMENDMENT JOURNAL ENTRY PROOF P 3 |bgamdent

FU	ND ACCOUNT	YEAR	PER	JNL	EFF DATE ACCOUNT DESCRIPTION	4	DEBIT	CREDIT
A	GENERAL FUND A-1510 A-2960	2021	7	151	07/20/2021 ESTIMATED REVENUES APPROPRIATIONS		16,543.60	16,543.60
						FUND TOTAL	16,543.60	16,543.60

^{**} END OF REPORT - Generated by Lynn Bachner **



07/15/2021 15:10 CITY OF SARATOGA SPRINGS LIVE PROOF P 1 BUDGET AMENDMENTS JOURNAL ENTRY PROOF Bgamdent

•				, -	
LN ORG OBJECT PROJ ORG DESCRIPTION ACCOUNT		PREV EFF DATE BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2	SRC JNL-DESC ENTITY AMEND				
2021 07 131 07/20/2021 BUDGET CCM 07	2021 BUA TRANS-PAY 1 1				
1 A3335011 51790 STREETS PS A -33-3-5010-1-51790 -	RETIREMENT INCENTIVE TO COVER RET	IREMENT 07,	1,000.00	1,000.00	
2 A3335011 51960 STREETS PS A -33-3-5010-1-51960 -	OVERTIME TO COVER RET	80,000.0 IREMENT 07,	0 -1,000.00	79,000.00	
3 A3143411 51911 FIRE DEPARTMENT A -31-4-3410-1-51911 -	PS EMT EDUCATION INCENTI TO COVER UND	VE 201,000.(ERANTICIPATED EXP 07,	0 8,500.00 720/2021	209,500.00	
4 A3143411 51790 FIRE DEPARTMENT A -31-4-3410-1-51790 -	PS RETIREMENT INCENTIVE TO COVER UND	4,500.(ERANTICIPATED EXP 07,	0 -4,500.00 720/2021	.00	В
5 A3143411 51730 FIRE DEPARTMENT A -31-4-3410-1-51730 -	PS FIREFIGHTERS TO COVER UND	3,368,563.9 ERANTICIPATED EXP 07,		3,364,563.95	В
6 A3143411 51920 FIRE DEPARTMENT A -31-4-3410-1-51920 -		45,000.0 3 REPLMNT HIRES 07,		46,600.00	
7 A3143411 51730 FIRE DEPARTMENT A -31-4-3410-1-51730 -	PS FIREFIGHTERS UNIFORMS FOR	3,368,563.9 3 REPLMNT HIRES 07	5 -1,600.00 20/2021	3,366,963.95	
8 A3749081 51820 SICK LEAVE A -37-4-9089-1-51820 -	POLICE 207C WAGE FOR ACT	69,669.7 V, DISABLED PO 07,	29,561.01 20/2021	99,230.75	
9 A3143121 51630 POLICE DEPARTMEN A -31-4-3120-1-51630 -	VT PS POLICE OFFICERS WAGE FOR ACT	3,127,145.4 V, DISABLED PO 07,	8 -29,561.01 20/2021	3,097,584.47	
	** JO	URNAL TOTAL	0.00		



07/15/2021 15:10 u238 CITY OF SARATOGA SPRINGS LIVE BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2 |bgamdent

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YEAR PER JNL

SRC ACCOUNT EFF DATE JNL DESC	REF 1 REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021 7 131						
BUA A3335011-51790			RETIREMENT INCENTIVE	5	1,000.00	
07/20/2021 TRANS-PAY	BUDGET CCM 07202	21	TO COVER RETIREMENT			
BUA A3335011-51960			OVERTIME	5		1,000.00
07/20/2021 TRANS-PAY	BUDGET CCM 07202	21	TO COVER RETIREMENT			
BUA A3143411-51911			EMT EDUCATION INCENTIVE	5	8,500.00	
07/20/2021 TRANS-PAY	BUDGET CCM 07202	21	TO COVER UNDERANTICIPATED EXP	_		
BUA A3143411-51790			RETIREMENT INCENTIVE	5		4,500.00
07/20/2021 TRANS-PAY	BUDGET CCM 07202	21	TO COVER UNDERANTICIPATED EXP	_		
BUA A3143411-51730			FIREFIGHTERS	5		4,000.00
07/20/2021 TRANS-PAY	BUDGET CCM 07202	21	TO COVER UNDERANTICIPATED EXP	_		
BUA A3143411-51920			CLOTHING ALLOWANCE	5	1,600.00	
07/20/2021 TRANS-PAY	BUDGET CCM 07202	21	UNIFORMS FOR 3 REPLMNT HIRES	_		1 600 00
BUA A3143411-51730			FIREFIGHTERS	5		1,600.00
07/20/2021 TRANS-PAY	BUDGET CCM 07202	2.T	UNIFORMS FOR 3 REPLMNT HIRES	_	00 561 01	
BUA A3749081-51820	DIIDGEE GGM 0500	. 1	POLICE 207C	5	29,561.01	
07/20/2021 TRANS-PAY	BUDGET CCM 07202	2.T	WAGE FOR ACTV, DISABLED PO	_		00 561 01
BUA A3143121-51630	DIIDGEE GGM 0500	. 1	POLICE OFFICERS	5		29,561.01
07/20/2021 TRANS-PAY	BUDGET CCM 07202	3.T	WAGE FOR ACTV, DISABLED PO			
			JOURNAL 2021/07/131 TOTAL		.00	.00



07/15/2021 15:10 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
			F	UND TOTAL	.00	.00

^{**} END OF REPORT - Generated by Lynn Bachner **



Invoice

180 Pratts Junction Rd PO Box 256 Sterling MA 01564 (978) 422-9001, Lori@hydratechwater.com

DATE	07/06/2021
INVOICE #	20218378
TERMS	NET 30

BILL TO

Saratoga Springs DPW Attn: DPW Accounts Payable 474 Broadway, rm 12 Saratoga Springs, NY, 12866

SERVICE LOCATION

Emergency 16" VI Green St Saratoga Springs, NY,

JOB#	DATE	РО
20213311	07/01/2021	

Description	Qty	Rate	Total
16" Valve Insertion Furnish and Install 16" AVT EZ Valve Valve Insertion. Inclusive of Mobilization, crew, service truck, EM Cutting Machine, all hand and power tools to complete valve insertion installation. Price does not include excavation. (non-rated) Price does not include excavation, cribbing or support of pipe/valve, or gate box. Hydra Tech is not responsible for pipe failure or improper backfill when we did not provide excavation	1.00	\$29,441.50	\$29,441.50

SUB-TOTAL: \$29,441.50

JOB TOTAL: \$29,441.50

PRE-WORK SIGNATURE	POST-WORK SIGNATURE
SIGNED BY:	SIGNED BY:

CUSTOMER MESSAGE Invoice Total: \$29,441.50

Deposits (-): \$0.00

Payments (-): \$0.00

Total Due: \$29,441.50

Standard Terms & Conditions *Reports not issued until paid in full *If Hydra Tech provides materials,we cannot exceed the manufacturers' guarantee of material performance/warranties. Materials installed as per manufacturers specs. *Workmanship warranty of 1 year *Payment terms as stated-NO RETAINAGE (check/credit card due onsite at time of services) *Major credit cards accepted as payment on invoices up to \$20,000, payments made with a credit card will incur a processing fee equal to 5% of the invoice total. *Customer responsible for all costs, including attorneys' fee and expenses, incurred by Hydra Tech in recovering past due balance *If check returned unpaid for insufficient funds, fee of \$35 may be added *All materials and/or equipment property of Hydra Tech. until paid in full *Past due balances accrue interest at 18% *All sales are FINAL *Requests for price breakdown should promptly follow receipt of invoice and will not extend payment terms

Request for Certification of Sufficient Funds

Submittal Date: 7/2/2021				
The Department of Public Wor				
Obligation to be incurred, detai (attach supporting documentat		ect description, Cou	ıncil Approval, etc.	
Vendor:	Hydra Tech, Inc.	\bigcirc		
Project:	Water Replacement	& Imp Project		
	16" Valve Insertion			
Appropriation - Current	: Budget Expense Org/	Object/Proj(s): H	3638332 52000 11	67
Amount Requested fo	r Approval	\$29,441.50	\bigcirc	
Current Amount Availa	able:	\$2,309,502.4	3	
Transfer/Amendment	Pending:			
Trans	fer/Amendment Date			
(rullions & 9	Survey		7/2/2021	
Department Head Signature	decement of the dell		Date	
	Certification of	Sufficient Funds		
The Commissioner of Finance	e hereby certifies that f	unds are or will be a	vailable to cover	
the claim to meet the above d	Madign	on it becomes due e	7/2/2021	
Commissioner of Finance			Approval Date	



180 Pratts Junction Rd PO Box 256 Sterling MA 01564 (978) 422-9001, Lori@hydratechwater.com

QUOTATION #	20214711
DATE	07/01/2021

CUSTOMER	SERVICE LOCATION
Saratoga Springs DPW Joe O'Neil 19 Van Rensselaer Street Saratoga Springs, NY, 12866	Emergency 16" VI TBD Saratoga Springs, NY,

Hydra Tech, Inc. will provide AVT EZ Valve and installation as follows:

Description	Qty	Rate	Total
16" Valve Insertion Furnish and Install 16" AVT EZ Valve Valve Insertion. Inclusive of Mobilization, crew, service truck, EM Cutting Machine, all hand and power tools to complete valve insertion installation. Price does not include excavation. (non-rated) Price does not include excavation, cribbing or support of pipe/valve, or gate box. Hydra Tech is not responsible for pipe failure or improper backfill when we did not provide excavation	1.00	\$29,441.50	\$29,441.50

Prices are based on the following: (please note that one of the pages needs information to be completed by customer and returned prior to scheduling)

- Please allow 10-14 days' notice for scheduling **after receipt of materials** to ensure availability. **Projects that require** shorter lead times may incur additional charges.
- If the type of pipe changes from what we have quoted above, prices and schedules may vary. Contractor and/or Municipality is responsible for verifying the type of pipe and it's O.D.
- Price does not include "Sales Tax" on supplied material
- Hydra Tech may require a pre-construction meeting prior to scheduling any services.
- Normal daytime hours (7 a.m. 5 p.m.) Monday through Friday (excluding holidays). Technician(s) will have a \$250.00 per hour after hours charge portal-to-portal. Additional expenses will be charged at our cost plus 20%.
- If Hydra Tech arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Hydra Tech, an additional trip charge will be charged regardless of the number of mobilizations allowed for the scheduled work.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee. please refer to Terms and Conditions (page 4). This includes weather-related cancellations.
- Stand-by charges will be billed \$150.00 per hour/per technician during normal daytime hours and \$250.00 per hour/per technician after hours.
- Stand-by charges for equipment on the truck from portal to portal at \$3,500.00/day
- price assumes installation on domestic water, sewer will have additional charges
- unless otherwise noted price does not include prevailing wages and/or certified payroll

I have read and undertand the conditions on which these prices are based upon.

This is a multi page proposal. Please read it, and complete as necessary, in its entirety. Initial each page, signing the last page, and return all pages prior to scheduling work.

	•	
		INITIALS

QUOTATION #	20214711	
DATE	07/01/2021	

Please see the attached page for customer/contractors responsibilites.

Additional charges may be added for ID badges, security check-in, required safety training, or job postponement due to site events.

The listed costs DO NOT include office expenses for extensive contract agreement review.

Sub-Contract agreements (when required) must be received by Hydra Tech, Inc. prior to starting work. Hydra Tech will not be responsible for meeting any requirements stated in a sub-contract agreement after the proposed work has begun.

Certificates of insurance with customer as a certificate holder can be provided at no cost upon request. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Any coverage required above the existing limits of our policies is not included.

Quotaion is valid for 90 days.

No Retainage allowed - payment terms NET 30 days.

EZ Valve standard range will fit the following pipe OD's

Nominal Pipe Size	minimum OD	maximum OD
4"	4.5"	5.15"
6"	6.625"	7.30"
8"	8.625"	9.3"
10"	10.750"	11.40"
12"	12.750"	13.45"
14"	15.30"	15.50"
16"	17.40"	17.80"
20"	21.60"	22.06"
24"	25.60"	26.00"

If you have any questions feel free to contact us at the office at 978-422-9001 or via email as indicated below:

Don Smith, President - don@hydratechwater.com Brendan Smith, COO - brendan@hydratechwater.com Lori Rauktis, Office Manager - lori@hydratechwater.com

	INITIALS:
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QUOTATION #	20214711	
DATE	07/01/2021	

Customer/Contractor is responsible for the following:

•	Provide Hydra Tech with pipe OD _	and ID _	(prior to scheduling)	
•	Pipe wall thickness			

• Prepare a safe trench to the following dimensions based on Valve Insertion size and standard vertical installation - minimum trench dimensions inside a trench box

Valve Size	length (pipe exposed)	width (pipe in center of trench)	under pipe
4"-8"	6'	6'	18"
10"-12"	8'	8'	18"
14"-16"	10'	10'	2'
20"-24"	12'	12'	2'

open clockwise (right)	open counter-clockwise (left)

- Excavation, de-watering, shoring, and/or scaffolding, confined space monitoring (if needed) of job site, all of which must comply with OSHA standards.
- 12' extension ladder, light pole, and pump for de-watering
- Scheduling inspectors and obtaining all necessary permits
- Labor assistance of 1 man for any trench prep, if needed
- Lifting services if Hydra Tech is unable to reach the work area with our service crane truck
- Proper restraint of any valves located in close proximity of Valve insertion installation
- Support of valve insertion and/or line stop upon completion (i.e. pressure treated wood, stone, etc)
- Supplying gate box for valve

	INITIALS
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QUOTATION #	20214711	
DATE	07/01/2021	

Terms & Conditions

- 1. Hydra Tech has issued this quote based upon all of the information provided by the Customer
- 2. All prices quoted are subject to current sales and use taxes, as applicable. Any increase or enactment if new sales, use, excise, or similar taxes shall be for the account of the customer
- 3. The prices quoted are based upon the quantities, sizes, and operating conditions listed above. Any changes in quantities, sizes, or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.
- 4. In the case of unusual or non-typical pipe variations, the customer will be subject to additional costs.
- 5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-ration for work completed early.
- 6. Hydra Tech shall not be held liable for any back charges without prior written consent of Hydra Tech.
- 7. Hydra Tech makes every effort to ensure "OSHA" safe working conditions for its employees. The customer agrees and shall provide Hydra Tech employees with safe working conditions prior to entering the workplace. Cancellation of job due to safety violations/unsafe working conditions, customer responsible for charges.
- 8. Hydra Tech cannot take responsibility for actions other than its own employees. Hydra Tech will be liable and hold customer harmless from the compensatory but not consequential damages caused solely by a defect in Hydra Tech's equipment or caused solely by the negligence of Hydra Tech employees in the operation of the equipment. All other losses, costs, expenses, liability or damages arising from or connected with the performance of the work will not be the responsibility of Hydra Tech and customer will indemnify and hold Hydra Tech harmless therefrom.
- 9. Hydra Tech makes no warranty on any purchased products. Please refer to the manufacturer for details on the warranty.
- 10. Manufacturers of Valve Insertions do not guarantee 100% shut down. Hydra Tech cannot exceed the manufacturers' guarantee of valve performance or warranties. We install all valve insertions as per manufacturers specified procedures. NOTE: Valve insertions are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned valves.
- 11. In the case of unusual conditions, Hydra Tech may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the valve into their system.
- 12. Hydra Tech will provide valve insertion equipment and a technician(s) to operate the equipment. Customer is responsible for providing all other equipment, permits (if needed), supervision, and labor necessary to complete the work including inspection, testing, safety, proper backfill technique, and valve/line stop support/cribbing.
- 13. Customer shall pay for all costs and expenses incurred by Hydra Tech because of rescheduling or cancellation by the customer for any reason including inclement weather.
- 14. Hydra Tech shall not be held liable for any pipe which breaks or leaks as a result of material installation, tapping pipe, line stopping or completion of line stop fitting. Hydra Tech follows all manufacturers' installation procedures and operates all equipment to manufacturers; standards and cannot be held responsible for pipe which fails during the tapping/line stopping/valve insertion operation.
- 15. All tapping sleeves, line stop and valve insertion materials fabricated for PCCP, RCP and AC pipes are non-returnable once fabricated. The customer is responsible for the accumulated costs of the materials, freight, sales tax (if required) for all of these items once ordered. These materials are custom ordered and "NON-RETURNABLE".
- 16. The supply of bid, performance and/or payment bonds is excluded. We supply these bonds only when specifically stated on the quotation
- 17. Any invoice unpaid for 30 days will accrue interest at 18%. Hydra Tech DOES NOT allow retainage on any invoices.
- 18. Clerical errors are subject to correction
- 19. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, Hydra Tech shall not be responsible for any losses, costs, expenses, liability or damages aisingg from or connected with the performance of the work not covered by Hydra Tech's liability insurance in effect at the time of such loss, etc., and customer shall hold Hydra Tech harmless for any loss, etc., in excess of coverage. Hydra Tech will supply the customer a certificate of its liability insurance upon request.
- 20. In the event it becomes necessary for Hydra Tech to retain legal counsel to enforce its rights the customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred.
- 21. Hydra Tech will take all means available to capture the pipe coupon, as applicable, Pipe integrity, flow rates and other unknowns at the time of wet/hot tapping operation can be contributing factors. Therefore, Hydra Tech cannot be responsible for any lost pieces of coupons which do not come out after the tap is performed.
- 22. Hydra Tech is not responsible if the valve is not properly restrained before trying to cut and/or remove a section of pipe if any work is performed within 40' of valve insertion. Valve insertion MUST be restrained or back of pipe release may occur.

Customer Signature:	Date:	
Title:		

We look forward to working with you on this project!



MICHAEL J. HARTNETT County Attorney

SARATOGA COUNTY ATTORNEY

Saratoga County Municipal Center 40 McMaster Street Ballston Spa, New York 12020

Telephone: 518-884-4770 Fax: 518-884-4720 (Not for Service)

Assistants HUGH G. BURKE VIDA L. MCCARTHY-CERRITO ALEXIS M. OSBORNE MICHAEL P. NAUGHTON SR. NICHOLAS M. MARTIN

Paralegal Specialists JENNY R. MARCOTTE

MICHELLE W. GRANGER

First Assistant

MEMORANDUM

DATE:	Michael McEvoy Emergency Services Michael Hartnett County Attorney		
TO:			
FROM:			
SUBJECT:	City of Saratoga Springs		
	() For Your Signature & Return () Per Resolution No		

MESSAGE/REMARKS: Attached please find one original of the above Agreement. If this agreement meets with your approval, please make an additional two copies and secure the signature of the Contractor on the original and both copies. Return all three documents along with proper insurance documents to this office for further processing.

MAJOR CONTRACT

THIS AGREEMENT, made this

day of

, 2021,

BY AND BETWEEN

<u>COUNTY OF SARATOGA</u>, a municipal corporation duly organized under the laws of the State of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY),

-and-

<u>CITY OF SARATOGA SPRINGS</u>, having a business address at 474 Broadway, Saratoga Springs, New York 12866 (CONTRACTOR);

WHEREAS, the County entered into a minor contract, for ambulance services to facilitate administering COVID-19 vaccines to eligible Saratoga County residents who are homebound or cannot otherwise travel to a traditional vaccine Point of Distribution ("POD"); and

WHEREAS, per Resolution 172-2021, due to the ongoing COVID-19 pandemic, it is imperative to maintain the services of ambulance service providers to provide EMS standby at County vaccination sites and for the administration of vaccines to the homebound and individuals who are otherwise unable to travel to a POD; and

WHEREAS, the CONTRACTOR is duly licensed to provide ambulance and emergency medical services pursuant to Article 30 of the New York Public Health Law; and

WHEREAS, the COUNTY through Saratoga County Public Health Services, is desirous of providing and administering COVID-19 mitigation efforts, including vaccine distribution to certain eligible residents through COUNTY established Points of Distribution ("PODS"); and

WHEREAS, the COUNTY through Saratoga County Public Health Services, is desirous of providing and administering COVID-19 mitigation efforts, including vaccine distribution to certain eligible COUNTY residents who are homebound or cannot otherwise travel to a traditional vaccine Point of Distribution; and

WHEREAS, the CONTRACTOR has indicated a continued willingness to make their ambulance and emergency medical services available to assist the County mitigation efforts, including vaccine distribution COVID-19 vaccines to eligible residents, upon the terms and conditions hereinafter set forth, and

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration in receipt of which is hereby acknowledged, the parties agree as follows:

- 1. **Purpose:** This agreement sets for the terms under which the CONTRACTOR, will provide ambulance and emergency medical services to certain residents of the COUNTY.
 - 2. Commencement Date: The termination of this Agreement shall be for services rendered between March 1, 2021 and December 31, 2021 (the "Termination Date").
- 3. **Provision of Service:** Upon direction from COUNTY by and through the Commissioner of Saratoga County Public Health Services or his/her designee or the Saratoga County Administrator or his/her designee the CONTRACTOR agrees to provide ambulance and emergency medical services or a combination of those services to administer COVID-19 mitigation efforts, including vaccine distribution to those COUNTY residents as identified by the Commissioner of Saratoga County Public Health Services or his/her designee.
- 4. All CONTRACTOR ambulances will meet or exceed all New York State Public Health Law Article 30 and Part 800 specifications. CONTRACTOR agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing the services provided for in this Agreement and will ensure that its Emergency Medical Technicians (EMTs), Advanced Emergency Medical Technicians (AEMTs), and Emergency Vehicle Operators (EVOs) are properly certified/licensed.
- 5. For purposes of this Agreement and the administration of COVID-19 vaccines, CONTRACTOR will be considered under the "medical supervision" of the licensed physician supervising the POD or vaccine distribution, and CONTRACTOR shall comply with the general medical supervision requirements of the supervising licensed physician in accordance with applicable provisions of the NYS Public Health Law and any NYS Executive Order in effect.
- 6. **Payment:** In consideration of making personnel and equipment resources available to the COUNTY, the COUNTY agrees to pay CONTRACTOR the following rates for the services set forth in this agreement, billed in half hour increments:
 - a. Paramedic ambulance with 2-person crew: \$150 per hour.
 - b. EMT ambulance with 2-person crew: \$125 per hour.
 - c. Paramedic fly car with 1-peraon crew: \$75 per hour.
 - d. EMT fly car with 1-person crew: \$55 per hour.
- 7. **Invoices:** COUNTY will pay CONTRACTOR upon receipt of a properly documented COUNTY voucher. CONTRACTOR shall submit vouchers and invoices to COUNTY Emergency Medical Services Coordinator:

Michael McEvoy, Saratoga County EMS Coordinator Paul E. Lent Public Safety Building 6012 County Farm Road, Ballston Spa, NY 12020

8. Insurance and Consequential Damages: CONTRACTOR agrees to provide automobile liability, general liability and professional liability insurance with combined

single limits of not less than one million dollars (\$1,000,000). The certificate holder must be listed as the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also name the COUNTY OF SARATOGA as additional insured on the general liability policy and the CONTRACTOR shall provide the COUNTY with proof of such insurance in the form of an Additional Insured Endorsement Rider or other proof acceptable to COUNTY. In no event shall CONTRACTOR be liable for consequential damages to the COUNTY as a result of the failure to meet any obligation under this Agreement nor shall CONTRACTOR be responsible for the action or inaction of persons who are not employees or agents of CONTRACTOR. In no event shall the COUNTY be liable for consequential damages to CONTRACTOR as a result of the failure to meet any obligation under this Agreement nor shall COUNTY be responsible for the action or inaction of persons who are not employees or agents of the COUNTY.

This Agreement shall be void and of no effect unless throughout the term of this Agreement CONTRACTOR, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to County.

- 9. Indemnification and Hold Harmless: CONTRACTOR shall indemnify and hold the COUNTY, its officers and employees harmless for any and all claims or causes of action against the COUNTY arising out of any act or failure to act by CONTRACTOR, its employees, agents or anyone affiliate with CONTRACTOR, pursuant to this Agreement. The COUNTY shall indemnify and hold CONTRACTOR, its officers and employees, harmless from any and all claims or causes of action against CONTRACTOR arising out of any act or failure to act by the COUNTY, its employees, agents or anyone affiliate with the COUNTY, pursuant to this Agreement.
- 10. Compliance with Applicable Laws: CONTRACTOR shall comply with all applicable laws, ordinances and regulations including non-discrimination and labor laws. CONTRACTOR and the COUNTY agree that for the duration of the Agreement they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual orientation or source of payment.
- 11. Force Majeure: Neither party is responsible for any failure to perform its obligations under this Agreement if it is prevented or delayed in performing those obligations by an event of force majeure. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following: (a) a pandemic or widespread disease; (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; (c) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity; and (d) strikes at national level or industrial

disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this Agreement. The provisions of this section shall survive the termination of this Agreement.

- 12. Contract Rights: This Agreement is solely between CONTRACTOR and the COUNTY and shall not provide contractual or any other rights enforceable by any other persons. CONTRACTOR shall not assign or transfer any interest herein without prior written COUNTY approval. The sole remedy for any breach of this Agreement shall be termination under Paragraph 13 of the Agreement, and in no event shall either party be responsible to the other for money damages except as otherwise set forth herein.
- 13. **Termination**: This Agreement shall be for a period ending on December 31, 2021. Either party may terminate this Agreement without cause upon ninety (90) days' written notice to the other party. In the event that either party to this Agreement breaches or fails to perform hereunder, and such breach or failure of performance has not been remedied within thirty (30) days of the defaulting party receiving a written notice from the non-defaulting party relating to the breach or failure of performance, then the non-defaulting party may terminate this Agreement at the end of such thirty (30) day period.
- 14. **Integration:** This Agreement sets forth the entire understanding of the parties relating to the subject matter of the Agreement, superseding all prior agreements and/or negotiations.
- 15. Counterparts: This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

COLINIES OF CARAGOCA

	COUNTY OF SARATOGA	
Date:	By: THEODORE T. KUSNIERZ, JR. Chairman, Board of Supervisors Per Resolution #172-2021	
	CITY OF SARATOGA SPRING OFFICE OF RISK & SAFETY	S
Date:	By: Name:	
	APPROVED:	
	MICHAEL HARTNETT County Attorney	



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 172 - 2021

Introduced by Supervisors Gaston, Barrett, Connolly, Grasso, Lant, O'Connor and Wood

AUTHORIZING AGREEMENTS WITH LOCAL AMBULANCE SERVICE PROVIDERS FOR THE PROVISION OF AMBULANCE SERVICES TO ADMINISTER COVID-19 VACCINES

WHEREAS, the County entered into existing minor contracts with eleven (11) ambulance service providers for ambulance services to facilitate administering COVID-19 vaccines to eligible Saratoga County residents who are homebound or cannot otherwise travel to a traditional vaccine Point of Distribution ("POD"); and

WHEREAS, said ambulance services providers are as follows: Ballston Lake Emergency Squad, Community Emergency Corps, Clifton Park & Halfmoon Ambulance Corps, Town of Corinth EMS, Edinburg Volunteer Ambulance Service, Galway EMS, Malta-Stillwater EMS, Saratoga Springs Fire Department, Moreau Emergency Squad, Waterford Rescue Squad, Wilton Emergency Squad; and

WHEREAS, due to the ongoing COVID-19 pandemic, it is imperative to maintain the services of ambulance service providers to provide EMS standby at County vaccination sites and the administration of vaccines to the homebound and individuals who are otherwise unable to travel to a POD; and

WHEREAS, it is anticipated that FEMA reimbursement will be secured to cover total expenses for these services, including (a) Paramedic ambulance with 2-person crew at the cost of \$150 per hour; (b) EMT ambulance with 2-person crew at the cost of \$125 per hour; (c) Paramedic fly car with 1-person crew at the cost of \$75 per hour; and (d) EMT fly car with 1-person crew at the cost of \$55 per hour

WHEREAS, our Health and Human Services Committee, the Commissioner of Public Health Services and the County EMS Coordinator have recommended that the County enter into major contracts with said ambulance services providers, for a term that terminates on December 31, 2021; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute agreements with Ballston Lake Emergency Squad, Community Emergency Corps, Clifton Park & Halfmoon Ambulance Corps, Town of Corinth EMS, Edinburg Volunteer Ambulance Service, Galway EMS, Malta-Stillwater EMS, Saratoga Springs Fire Department, Moreau Emergency Squad, Waterford Rescue Squad, and Wilton Emergency Squad for a term that terminates on December 31, 2021 at the rates of \$150 per hour for Paramedic ambulance with 2-person crew; \$125 per hour for EMT ambulance with 2-person crew; \$75 for Paramedic fly car with 1-person crew; and \$55 per hour for EMT fly car with 1-person crew; and, be it further

RESOLVED, that the form and content of said agreements shall be subject to the approval of the County Attorney.

<u>BUDGET IMPACT STATEMENT</u>: None. Funds for these contracts have been allocated in the 2021 budget.

AN ORDINANCE TO AMEND CHAPTER 225, SECTIONS 225-77 OF THE CODE OF THE CITY OFSARATOGA SPRINGS, NY, ENTITLED "VEHICLE AND TRAFFIC – SCHEDULE XII – Stop Intersections"

BE IT ORDAINED by the City Council of the City of Saratoga Springs, NY, as follows:

SECTION 1: Section 225-77 of the Code of the City of Saratoga Springs, NY, entitled "Vehicle and Traffic – Schedule XII – Stop Intersections" is hereby amended to add the following:

Stop Sign on <u>Direction of Travel</u> At Intersection of

Grand Avenue Both Elm St

Section 2: This ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs, NY

ADOPTED:

CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, NEW YORK By: John P. Franck, City Clerk