CITY OF SARATOGA SPRINGS

Preliminary City Council Meeting
Monday, September 30, 2024 – 9:30 AM

City Council Room - First Floor

1. Public Hearing
2. Call To Order
3. Roll Call
4. Salute To Flag
5. Presentation
   - 5.1 Presentation: Compliance Audit Presentation
   - 5.2 Presentation: Comprehensive Budget (Finance Department)
6. Consent Agenda
   - 6.1 Consent Agenda: Approval of 09/03/2024 City Council Meeting Minutes
     20240903_City Council Meeting Minutes_Draft.pdf
   - 6.2 Consent Agenda: Approval of 09/16/2024 Pre-Agenda Meeting Minutes
     20240916 Pre-Agenda City Council Meeting_Draft.pdf
   - 6.3 Consent Agenda: Approval of 09/17/2024 City Council Meeting Minutes
     20240917_City Council Meeting Minutes_Draft.pdf
   - 6.4 Consent Agenda: Approve Mid-Warrant 24MWSEP2 $5,427,682.07
     24MWSEP2 $5,427,682.07
   - 6.5 Consent Agenda: Approve Warrant 24OCT1 $327,035.80
     24OCT1 $327,035.80
   - 6.6 Consent Agenda: Approve Payroll 09/20/2024 $819,165.80
   - 6.7 Consent Agenda: Approve Payroll 09/27/2024 $482,097.73
   - 6.8 Consent Agenda: Approve Budget Transfers - Regular
     Budget Transfers - Regular, Consent Agenda 10.01.2024
   - 6.9 Consent Agenda: Approve Budget Amendments - Regular
     Budget Amendments - Regular, Consent Agenda 10.01.2024

7. Public Comment Period / 60 Minutes

8. Executive Session

9. Supervisors

    9.1 Announcement:
    1. Michele Madigan

    - Remarks

    2. Matthew Veitch

    - Remarks

10. Mayor's Department

    10.1 Announcement: Rise to Create Art Show

    10.2 Discussion and Vote: Approve Miller Mannix invoice 11004-019N for $293.00. The invoice for the year end audit inquiry
    Miller Manix 1104-109N.pdf

    10.3 Discussion and Vote: Resolution Creating Commissioner of Public Works Interview Committee
    RESOLUTION_committee_recommend_Comm_DPW final.pdf

    10.4 Discussion and Vote: Attorney General Tolling Agreement Extension
    Tolling Agmt 10.1.24 CC Agenda.pdf

11. Account's Department

    11.1 Announcement: Business Milestone

    11.2 Announcement: Special Events

    11.3 Award of Bid: IFB 2024-41 Traffic Signal Equipment - APS to Traffic Systems, Inc.
    IFB 2024-41 Traffic Signal Equipment - APS to Traffic Systems, Inc..pdf

    11.4 Award of Bid: Legal Services to Harris Beach
    2024-29 AOB_Legal Services_Harris Beach 20240912.pdf

    11.5 Discussion and Vote: Authorization for Mayor to Sign General Release for Claim A00005924519 - Damages that Occurred at 460 Walton Street
    City of Saratoga Release.pdf

    11.6 Discussion and Vote: Authorization for Mayor to Sign Contract for Legal Services with Harris Beach
    2024_Contract_2024-29_Harris Beach 20241001.pdf
    COSF Harris Beach 091724.pdf

12. Finance Department

12.1 Announcement: City Tax Update

12.2 Discussion and Vote: Authorization to Pay an Invoice to ePlus Technology for Palo Alto in the amount of $64,087.58

Invoice - ePlus Technology, Palo Alto $64,087.58

12.3 Discussion and Vote: Authorization to Pay Two Invoices to Carousel Industries for the Avaya Phone Upgrade in the amount of $216,793.33

Voucher - Carousel Industries Calero Call Accounting Initial Payment $7,090.88 (09.12.2024).pdf

Voucher - Carousel Industries UC Avaya CM10 Upgrade Initial Payment $209,702.45 (09.12.2024).pdf

12.4 Discussion and Vote: Resolution to Replenish the Retirement Reserve

2024 Resolution to Replenish Retirement Reserve 100124

12.5 Discussion and Vote: Resolution to Replenish the Reserve for the Payment of Bonded Indebtedness

2024 Resolution to Replenish the Reserve for the Payment of Bonded Indebtedness 100124.pdf

12.6 Discussion and Vote: Budget Transfers - Payroll & Benefits

Budget Transfers - Payroll & Benefits, Finance Agenda 10.01.2024

12.7 Discussion and Vote: Budget Transfer - WASAD

Budget Transfer - WASAD, Finance Agenda 10.01.2024

12.8 Discussion and Vote: Budget Amendments - Payroll & Benefits

Budget Amendment - Payroll & Benefits, Finance Agenda 10.01.2024

13. Public Works Department

13.1 Announcement: In Memoriam: Remembering DPW Commissioner Tom McTygue

13.2 Announcement: Lead Service Line Inventory

13.3 Discussion and Vote: Authorization for Mayor to Sign Sidewalk Agreement for 70 Putnam Street

70 Putnam St. Side Walk Agreement (1).pdf

13.4 Discussion and Vote: Approval to Pay Invoice #NY17702266 to Energy Management Associates in the Amount of $4,095.88

EMA of NY_Medium & Low Voltage Drives_InvNY17702266_4095.88 20240927.pdf

13.5 Discussion and Vote:
The Mayor to Sign a MOU with the NYS Unified Court System Fourth Judicial District

MOU City Hall Music Hall_7.3.24.pdf

14. Public Safety Department

14.1 Discussion and Vote: Authorization to reimburse employee #2299
Reimbursement to employee #2299.pdf
#2299 COSF.pdf

14.2 Discussion and Vote: Authorization for the Mayor to sign a contract with Traffic Systems, Inc
Traffic Systems Contract.pdf
COSF Traffic Systems.pdf

14.3 Discussion and Vote: Authorization for the Mayor to sign a contract with Sherwin Williams
Sherwin Williams Contract.pdf
COSF Sherwin Williams 091724.pdf
17H461 LineLazer V 200HS 2 Manual Guns _ Paint Sprayers Unlimited.pdf
17H461 LineLazer V 200HS 2 Manual Guns _ Portland Compressor.pdf
262-005 LineDriver (Heavy Duty) _ Paint Sprayers Unlimited.pdf
262-005 LineDriver HD _ Portland Compressor.pdf

14.4 Discussion and Vote: Authorization for the Mayor to sign a lease agreement with Ricoh
RICOH CONTRACT FD STA 1 & 2.pdf

14.5 Discussion and Vote: Authorization to accept a grant from New York State Division of Criminal Justice Service
T633017 Grant Award Notice NYSDCJS.pdf
T633017 Saratoga Springs Police Department $30,000 (2).pdf

14.6 Discussion and Vote: Authorization to waive 3 invoices
Invoices.pdf

15. Adjourn

AGENDA ITEM NO. 5.1

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Accounts

ITEM TYPE: Presentation

AGENDA SECTION: Presentation

SUBJECT: Compliance Audit Presentation

SUGGESTED ACTION:

ITEM ACTION: Presentation

ITEM NOTES:

ATTACHMENTS:

AGENDA ITEM NO. 5.2

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Presentation

AGENDA SECTION: Presentation

SUBJECT: Comprehensive Budget (Finance Department)

SUGGESTED ACTION:

ITEM ACTION: Presentation

ITEM NOTES:

ATTACHMENTS:

AGENDA ITEM NO. 6.1

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Accounts

ITEM TYPE: Consent Agenda

AGENDA SECTION: Consent Agenda

SUBJECT: Approval of 09/03/2024 City Council Meeting Minutes

SUGGESTED ACTION:

ITEM ACTION: Consent Agenda

ITEM NOTES:

ATTACHMENTS:
20240903_City Council Meeting Minutes_Draft.pdf

CITY OF SARATOGA SPRINGS

City Council Meeting
Tuesday, September 3, 2024 – 7:00 PM

City Council meets in Council Room 1st Floor

1. Public Hearing

    1.1 Public Hearing: 2025 Capital Budget and Capital Program

    Details and back up documentation are found here https://www.saratoga-springs.org/DocumentCenter/View/17413
    2025-2030 Capital Budget Plan Document.pdf

2. Call To Order

3. Roll Call

4. Salute To Flag

5. Presentation

    5.1 Presentation: 2025 - 2030 Capital Program
    2025 Capital Budget Presentation.pptx

    5.2 Presentation: Peter Baynes NYMIR Executive Director to present check to the City

6. Consent Agenda

    6.1 Consent Agenda: Approval of 08/05/2024 Pre-Agenda Meeting Minutes
    20240805_Pre-Agenda Meeting Minutes_Draft.pdf

    6.2 Consent Agenda: Approve Mid-Warrant 24MWAUG2 $44,377.58
    24MWAUG2.pdf

    6.3 Consent Agenda: Approve Warrant 24SEP1 $676,002.03
    24SEP1.pdf

    6.4 Consent Agenda: Approve Payroll 08/30/2024 $512,571.85

    6.5 Consent Agenda: Approve Budget Transfers - Regular
    Budget Transfers - Consent, Regular 09.03.24

    6.6 Consent Agenda: Approve Budget Amendments - Regular
    AMENDMENT CONSENT 9.3.24.pdf

6.7 Consent Agenda: Approve Payroll 08/23/2024 $872,542.59

7. Public Comment Period / 30 Minutes

8. Executive Session

9. Supervisors

9.1 Announcement: Update-Saratoga County 2025 Budget Process

10. Mayor's Department

10.1 Discussion and Vote: Update to Public Meeting Expectations and Rules at Council Meetings
Public comments final adopted proposed chg Sept 24.pdf

10.2 Discussion: Process for appointing interim DPW Commissioner

10.3 Public Hearing: of 9/17/24 to amend capital budget to reduce project # 1224 Playground and Facilities by $195,465.00

10.4 Discussion and Vote: Re-appoint Mike Ingersoll and Peter Rosecrans to the Downtown Special Assessment District Board. The term is for four years.

10.5 Announcement: October 17th "Surrender Day"- The date the British surrendered to America at the Saratoga battle in the war for independence.
PROCLAMATION Surrender Day 082624.pdf

10.6 Discussion and Vote: Authorization for the Mayor to sign Supplemental Agreement 3 for Barton and Loguidice for the Missing Links project
COSF Barton & Loguidice ($6327).pdf
B&L Missing Links SA3 $6327.pdf

10.7 Discussion and Vote: Proposed 2025-2030 Capital Program
2025 Capital Budget Presentation.pptx

11. Account's Department

11.1 Public Hearing: Short Term Rental Legislation

11.2 Announcement: Business Milestones

11.3 Announcement: Special Events

11.4 Discussion: FOIL Process

11.5 Award of Bid: Loughberry Lake Dam Rehabilitation to Winn Construction
RFP 2024-38_AOB_Loughberry Lake Dam_Winn Construction.pdf

12. Finance Department

12.1 Announcement: City Tax Update

12.2 Discussion and Vote: Authorization to Create a New Position in the IT Department titled Network Administrator
Network Administrator New Position.pdf

12.3 Discussion and Vote: Resolution on the Assignment for Refund of Prior Year Taxes
09032024 Assignment Refund of Prior Taxes Agenda Item (1).pdf

12.4 Discussion and Vote: Resolution Requesting a Special Election to be held in Accordance with the Requirement of the City Charter Section 2.4 Regarding Vacancies
Resolution Requesting Special Election.pdf

12.5 Discussion and Vote: Budget Transfers - Payroll & Benefits
Transfer Finance Updated 9.3.24.pdf

13. Public Works Department

13.1 Public Hearing: Amend City Code Chapter 201 Street Acceptance - Dartmouth Way
2024_Street Acceptance_Dartmouth Way.pdf

13.2 Discussion and Vote: Accept Donation of 40 Banners for Surrender Day Valued at $4,000.00 from Campaign for Saratoga 250, Inc.

13.3 Discussion and Vote: Accept Donation From Maria Massaroni in the Amount of $1,500.00 for a Memorial Bench Donation
MassaroniDonation.pdf

13.4 Discussion and Vote: Authorization for Mayor to Sign Contract with Trojan Technologies Group for Two (2) Electric Lamp Drivers
Updated_Trojan Tech Contract_Final.pdf

13.5 Discussion and Vote: Authorization for Mayor to Sign Contract with Winn Construction for the Loughberry Lake Dam Rehabilitation
Updated_Winn Construction Contract_FINAL 20240829.pdf

13.6 Discussion and Vote: Authorization for Mayor to Sign Contract with Precision Trenchless for Collection System Infrastructure Renewal
Updated_Precision Trenchless Contract_Final.pdf
Precision Trenchless quote.pdf

14. Public Safety Department

14.1 Discussion and Vote: Authorization to pay invoice to BPI Mechanical Service
BPI MECHANICAL SERVICE FD.pdf

14.2 Discussion and Vote: Authorization to pay an invoice to Mackey Auto Group
MACKEY AUTO GROUP - SARATOGA FORD SARATOGA SUBARU.pdf

14.3 Discussion and Vote: Authorization to reimburse employee #2940
Employee 2940 Reimbursement.pdf

14.4 Discussion and Vote: Authorization to reimburse employee #161
Reimbursement Employee #161.pdf

14.5 Discussion and Vote: Authorization to pay invoice to Hueber Breuer for Fire Station 3
Hueber Breuer.pdf

14.6 Discussion and Vote: Authorization to pay an invoice to LaRosa's Automotive
LA ROSA'S AUTOMOTIVE.pdf

14.7 Discussion and Vote: Authorization for the Mayor to sign a contract with MES (Municipal Emergency Service)
MES Contract - Turnout Gear.pdf
COSF MES Turnout Gear 090324.pdf

15. Adjourn

CITY OF SARATOGA SPRINGS

City Council Meeting
Tuesday, September 3, 2024 – 7:00 PM

City Council meets in Council Room 1st Floor

PRESENT:	John Safford, Mayor Dillon Moran, Commissioner of Accounts Timothy Coll, Commissioner of Public Safety Minita Sanghvi, Commissioner of Finance
VACANT:	Commissioner of Public Works
STAFF PRESENT:	Joanne Kiernan, Deputy Mayor Stacy Connors, Deputy Commissioner of Accounts Joseph O'Neill, Deputy Commissioner of Public Works Daniel Charleson, Deputy Commissioner of Public Safety Heather Crocker, Deputy Commissioner of Finance David Harper, City Attorney Anthony Izzo, Assistant City Attorney

1. PUBLIC HEARING

1.1 Set Public Hearing: 2025 Capital Budget and Capital Program

Sam Brewer of Lake Avenue appeared before the City Council and stated that the City Council should create a program to help citizens who are having difficulty paying their taxes.

Rose Tate of Lincoln Avenue appeared before the City Council and stated that the Department of Public Safety needs a larger budget to be able to hire more officers. Tate requested an air quality or traffic study for Lincoln Avenue. Tate also shared her concerns regarding the 2 acre bicycle park.

Eileen Finneran, former Deputy Mayor and former Deputy Commissioner of Public Safety, appeared before the City Council and stated her support for the Capital Budget.

Mary Beth Delarm appeared before the City Council and stated she did not review capital budget and requested additional cameras as a backup.

Debbie McGillworth, currently residing in Corinth, appeared before the City Council and stated support for the bicycle park.

Mayor Safford stated that this public hearing will be closed.

2. CALL TO ORDER

DRAFT

3. ROLL CALL

Mayor Safford called the meeting to order at 7:00 P.M.

4. SALUTE THE FLAG

5. PRESENTATION

5.2 Presentation: Peter Baynes NYMIR Executive Director to present check to the City

Peter Baynes explained that when NYMIR first started subscribers were required to pay capital into the company in order to operate and as NYMIR became a more capitalized company it was decided to start returning that amount back to municipalities plus all interest. Baynes stated that due to the City of Saratoga Springs rejoining NYMIR in 2024 the company is now issuing the capital the City of Saratoga Springs paid in when they first joined many years ago. Baynes stated this is the first of two checks and the other will be presented next year for the same amount.

Matt D'Abate stated that Amsure and the Adirondack Trust Company are grateful for the partnership with both NYMIR and the City of Saratoga Springs.

5.1 Presentation: 2025 - 2030 Capital Program

Deputy Mayor Kiernan presented the 2025-2030 Capital Program. (Presentation attached to the minutes and agenda.)

6. CONSENT AGENDA

6.1 Consent Agenda: Approval of 08/05/2024 Pre-Agenda Meeting Minutes
6.2 Consent Agenda: Approve Mid-Warrant 24MWAUG2 $44,377.58
6.3 Consent Agenda: Approve Warrant 24SEP1 $676,002.03
6.4 Consent Agenda: Approve Payroll 08/30/2024 $512,571.85
6.5 Consent Agenda: Approve Budget Transfers - Regular
6.6 Consent Agenda: Approve Budget Amendments - Regular

Commissioner Coll stated that a member public commented via email that their public comment was stated incorrectly.

Commissioner Moran explained that the minutes capture the essence of the conversation and are not verbatim. Moran added that the public may submit their public comments to the City Council before the meeting and this comment would be included in the record.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the consent agenda.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

7. PUBLIC COMMENT PERIOD / 30 MINUTES

Rose Tate of Saratoga Springs appeared before the City Council and stated concerns about the amount of events held by NYRA and traffic issues. Tate stated that the present administration has made positive changes but again requested an air quality study.

Gordon Boyd of 99 State Street appeared before the City Council and urged the City Council to adopt the resolution requesting that a special election be held.

Ann Marie Cipollo appeared before the City Council and encouraged people understand the difference between owner-occupied short term rentals, which supplement the income of local citizens versus absentee occupied rentals which do not. Cipollo stated that the short term rental licensing should only be for owner-occupied short term rentals and not for absentee occupied rentals.

Pat Tuz of Saratoga Springs appeared before the City Council and requested that a special election be held for the current vacancy in the Department of Public Works and stated that the City Charter calls for this special election. Pat Tuz also stated support for the bicycle park.

Christine Greko appeared before the City Council and praised the City Council for allowing public comment during the City Council meetings.

Shafer Gaston of Andrews Street Saratoga Springs appeared before the City Council and stated that a resolution should not be needed to hold this special election, but encouraged the City Council to approve the resolution so this process can move forward.

Dio Kaufman appeared before the City Council and stated that Kristen Dart is the reason the City of Saratoga Springs has public comment and Chandler Hickenbuttom is the reason the public comment was increased from three minutes to two minutes. Kaufman stated the City Council needs to address the reasons why the Attorney General's investigation occurred in the first place not just a response. Kaufman stated that based on a foil request no complaint or allegation was filed to the Attorney General's hate crimes investigation unit regarding this matter by the Department of Public Works. Kaufman stated that the Attorney's General is well aware of how City officials are responding to these demonstrations.

Eileen Finneran, former Deputy Mayor and former Deputy Commissioner of Public Safety, appeared before the City Council and suggested the new Public Safety building be placed behind City Hall. Finneran also suggested that the City Council to consider Michael Ladd for the appointment of Commissioner of the Department of Public Works.

Debbie McGilworth, currently residing in Corinth, appeared before the City Council and stated appreciation that the public is being kept safe during the meetings and that meetings are not held in the music hall.

Sam Brewer of Lake Avenue appeared before the City Council and stated that CO2 emissions for the United States have decreased while China has tripled in the last twenty years. Brewer stated that action must be taken to lower emissions and the importance of not supporting politicians that will not seek to lower these emissions.

Mary Beth Delarm of Saratoga Springs appeared before the City Council and stated her appreciation to Commissioner Moran during the last meeting and implored the City Council to help Rose Tate to receive a resolution for her concerns. Delarm stated votes have been missed in the minutes and questioned why there was a FOIL related item on the Accounts Agenda.

DRAFT

David Buchyn, Chairman of the Saratoga Conservative Party appeared before the City Council and stated that the legal deadline to get onto the ballot has passed and is asking for a fair election. Buchyn stated that if an election is held and he feels it is illegal he and Mike Brandi will sue the City of Saratoga Springs.

William McGilworth, residing in Corinth, appeared before the City council stated that with the Abraham Accords in place the current situation in the Middle East would be much different than four years ago. McGilworth stated that you cannot let bullies roll over you and they need to be stopped.

Mayor Safford moved and Commissioner Moran Seconded to increase time by 5 minutes

Ayes - 4
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

Taryn Matusik appeared before the City Council and stated concern regarding a property adjacent to her that is being used for short term rentals. Matusik stated that she cannot escape the noise and has difficultly working from home.

Commissioner Moran stated there are provisions in New York State law for special elections and those will be followed

Commissioner Sanghvi stated that the capital budget is different than regular budget. Sanghvi stated that the capital budget is for major spending through bonding. Sanghvi clarified for Rose Tate that the City of Saratoga Springs does not have an agreement with NYRA, but Saratoga County does. Sanghvi stated that Commissioner Coll did meet with Rose Tate and spoke on the matters she is concerned about.

Commissioner Coll stated that NYRA pays for Saratoga Springs firefighters to be on track and reimbursement for the K9s. Coll stated that the Department of Public Safety is aware of illegal taxi cabs and traffic maintenance unit determined it was not functional to make half the road a two-way street due a lack of a way to turn around. Coll stated that the Department of Public Safety intends to reestablish the traffic unit and this will help with some of these matters.

8. EXECUTIVE SESSION

No executive session or additional comment.

9. SUPERVISORS

9.1 Announcement: Update-Saratoga County 2025 Budget Process

Supervisor Madigan stated there were no updates.

Supervisor Veitch discussed that the Saratoga County budget process had begun and will be transitioning into the formal budget next week. Veitch stated that after adjustments are made a public hearing will be held on the budget and vote will be taken around December. Veitch stated that the capital program for Saratoga County will occur later this month and is rolled in to the regular budget. Veitch also stated that any outside agency or a non-for profit looking for funding from the County an application can be completed and submitted by September 13, 2024.

Mayor Safford stated that Commissioner Coll requested that item 14.5 of the Department of Public Safety agenda be moved and presented before the Mayor's agenda. Commissioner Coll stated this is due to Fire Chief Dyer being available in the room for any questions.

Commissioner Coll moved and Commissioner Moran seconded to move the Department of Public Safety's agenda item #5.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

14. PUBLIC SAFETY DEPARTMENT

14.5 Discussion and Vote: Authorization to pay invoice to Hueber Breuer for Fire Station 3

Commissioner Coll stated the cost for the additional work is $24,349.96 and will come from Capital Budget line H-31-4-6922/52000/1217.

Commissioner Coll moved Commissioner Moran seconded to authorize the payment of an invoice to Hueber Breuer for Fire Station 3.

The City Council thanked Chief Dyer for all of his hard work.

Commissioner Sanghvi stated that funds for this invoice will come from the contingency.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

10. MAYOR'S DEPARTMENT

10.1 Discussion and Vote: Update to Public Meeting Expectations and Rules at Council Meetings

Mayor Safford stated that the update will increase time limit to one hour and speakers will only be allowed to speak once during the public comment.

Mayor Safford moved Commissioner Coll seconded to update the public meeting expectation and rules at City Council meetings this is to update the policy to increase public to one hour and each speaker can speak once during the one hour public comment time.

Commissioner Sanghvi and Commissioner Moran both stated the importance of the rules being applied consistently.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

DRAFT

10.2 Discussion: Process for appointing interim DPW Commissioner
Mayor Safford stated that the election and appointment of the new Commissioner of Public Works are different matters and this agenda item is to discuss the creation of the appointment process for this position.

Moran stated the City Council should follow the process used when appointing former Commissioner Golub, but will not approve the appointment of someone until an election is set.

Commissioner Sanghvi requested confirmation that the appoint process would change from before to use a ranking of candidates instead of one recommendation.

Commissioner Coll stated that this is a viable option.

Commissioner Sanghvi suggested that due to the previous interviews in 2022 for the Commissioner of Public Works being available to view online a new set of interview questions should be created.

10.3 Set Public Hearing: Set Public Hearing of 9/14/24 to amend capital budget to reduce project

1224 Playground and Facilities by $195,465.00

Mayor Safford set a public hearing for 9/17/2024 for 7:00 P.M.

10.4 Discussion and Vote: Re-appoint Mike Ingersoll and Peter Rosecrans to the Downtown Special Assessment District Board. The term is for four years.

Mayor Safford moved and Commissioner Moran seconded to change item number four from a discussion and vote to an announcement.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

10.5 Announcement: October 17th "Surrender Day"- The date the British surrendered to America at the Saratoga battle in the war for independence.

A PROCLAMATION
OF THE CITY OF SARA TOGA SPRINGS, NEW YORK

WHEREAS, in September of 1777 the American Revolutionary War was nearing its two-year point. The American Continental army was in retreat after the British captured Fort Ticonderoga, and now British generals were preparing a deadly three-pronged attack in New York State. But then things began to change. Supply shortages stalled the British at Fort Edward, and outraged Americans began joining their militia by the thousands. On September 19, 6,000 British troops faced 8,500 Americans at a place called Saratoga; and

WHEREAS, the Americans knew what was at stake. The field of battle changed hands several times before the British were finally forced to dig in and wait for reinforcements. While they were stuck, the American side grew to more than 13,000 strong. The British planned another attack at Bemis Heights on October 7, but American intelligence operations discovered the plan and forced the British back again. What remained of the British forces was no match for the Americans, and British General John Burgoyne surrendered on October 17; and

WHEREAS, the Battle of Saratoga proved to the world that America was a nation ready and willing to stand up for its independence. Because of the American victory, France, Spain and the Netherlands formed alliances with America, and the war turned in their favor. No British army had ever surrendered before. The war would bring more important military victories, but as a statement of American determination and resolve the Battle of Saratoga is second to none; and

WHEREAS, in 2027, Saratoga County will hold events to commemorate the 250th anniversary of the battle, and plans a county-wide holiday to promote regional pride,

NOW, THEREFORE, I, JOHN F. SAFFORD, Mayor of the City of Saratoga Springs, proudly join with my colleagues on the Saratoga Springs City Council, and with all my fellow Saratogians, in honoring those brave Americans who fought for our freedom in 1777. I hereby proclaim October 17, 2024 as SURRENDER DAY

Dated, September 3, 2024

Supervisor Veitch thanked the city for this proclamation and the support of Saratoga County's initiative on Saratoga 250.

10.6 Discussion and Vote: Authorization for the Mayor to sign Supplemental Agreement 3 for Barton and Loguidice for the Missing Links project

Mayor Safford moved Commissioner Moran seconded for the authorization for the Mayor to sign a supplemental agreement for Barton and Loguidice for the missing links project in the amount of $6,327.00

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

10.7 Discussion and Vote: Proposed 2025-2030 Capital Program

Mayor Safford moved and Commissioner Coll seconded that the City Council pass the proposed 2025-2030 Capital Program.

ROLL CALL VOTE
Mayor Safford- Aye
Commissioner Sanghvi- Abstained
Commissioner Moran- Aye
Commissioner Coll- Aye
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

11. ACCOUNTS DEPARTMENT

11.1 Set Public Hearing: Short Term Rental Legislation

Commissioner Moran set a public hearing for November 19, 2024 starting at 6pm in the music hall.

11.2 Announcement: Business Milestones

Commissioner Moran congratulated High Peaks Canna Inc. as being the second dispensary. Moran stated the business is located at 137 Maple Avenue and hours are Monday through Thursday 10:00 A.M. to 9:00 P.M., Friday through Saturday 9:00 A.M. to 10:00 P.M. and Sunday from 10:00 A.M. to 6:00 P.M.

11.3 Announcement: Special Events

Commissioner Moran announced that the Second Sunday Market will be held the second Sunday through October in Congress Park from 9:00 A.M. to 1:00 P.M. with artists, handmade creators, and vintage sellers.

Commissioner Moran announced that the Front Porch Music Fest will be held Saturday, September 14th from 1:00 P.M. to 4:00 P.M. on Spring Street. Moran stated that this music festival showcases regional artists on front porches along the 1 block of Spring Street, between Court Street and Nelson Avenue.

Commissioner Moran announced that the Saratoga Pride Festival will be held on Sunday September 15th in High Rock Park from 12:00 P.M. to 5:00 P.M. Moran stated that this event will be celebrating pride with food trucks, live music, family activities, arts & crafts.

Commissioner Moran announced that the Wellspring Pooch Parade will be held on Saturday September 21st in Congress Park from 10:00 A.M. to 11:00 A.M. Moran stated that this annual event helps raise awareness and funds for Wellspring's Safe Pet Partnership Program.

Commissioner Moran announced that the Bugs Boston Terrier Parade will be held Sunday September 22nd starting in Congress Park at 10:30 A.M. to 11:30 A.M. Moran stated this fundraising walk supports the Northeast Boston Terrier Rescue.

11.4 Discussion: FOIL Process

Commissioner Moran stated that the Accounts Department will be streamlining the FOIL process by utilizing technology. Moran stated that by using best practices and technology work flows available, the City's FOIL process can be improved and this will not abrogate the responsibility of the City Attorney's office.

Mayor Safford stated that the number of FOIL requests are increasing exponentially.

Assistant City Attorney Izzo stated that this updated process would be a welcomed change.

11.5 Award of Bid: Loughberry Lake Dam Rehabilitation to Winn Construction Rec of DPW

Commissioner Moran moved Commissioner Sanghvi seconded to award the bid for the Loughery Lake Dam Rehabilitation to Winn Construction in the amount not to exceed $7,612,142.00.

Commissioner Sanghvi stated that the Loughberry Lake Dam has been classified by the State as a high hazard dam since 2019 and that the city has been preparing the funding for these critical repairs to the dam for several years.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0

Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12. FINANCE DEPARTMENT

12.1 Announcement: City Tax Update

Sanghvi stated that $1,160,000.00 in mortgage tax has been collected for year to date, which is a decrease of 22%. Sanghvi stated that budget for mortgage tax is $1,500,000.00 and will most likely not meet that amount unless rates drops or refinancing occurs. Sanghvi stated that the amount collected in July 2023 compared to July 2024 increase by 112%.

12.2 Discussion and Vote: Authorization to Create a New Position in the IT Department titled Network Administrator

Commissioner Sanghvi stated that this title was approved by the Civil Service Commission on July 31, 2024, the job description includes all the job duties of the information security analyst with additional responsibility for the city's network. Sanghvi stated that this newly created position will replace the information security analyst which will not be filled going forward. Sanghvi stated that it has been determined that grade 16 is appropriate for this new position and the Finance Department has the funding in their budget to cover this position.

Commissioner Sanghvi moved Moran seconded for authorization to create a new position in the IT Department title Network Administrator.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12.3 Discussion and Vote: Resolution on the Assignment for Refund of Prior Year Taxes

ASSIGNMENT REFUND OF PRIOR YEAR TAXES ANNUAL REVIEW

On 11/03/2014 the City Council adopted a resolution creating an assignment for the refund of prior year taxes resulting from any proceeding to review an assessment under Article 7 of the real property tax law.

The resolution stated that an annual calculation must be completed by the Commissioner of Accounts to verify the City's exposure. The calculation is to be transmitted to the Commissioner of Finance on or before the second regularly scheduled meeting in August each year. The Commissioner of Finance shall then verify that the City has in the assignment an amount not less than 50% of the estimated exposure. The resolution also states that the Commissioner of Finance shall report to the City Council the results.

The Finance office received the report on 08/26/24. The report says the exposure is estimated to be $250,814. 50% of that exposure amount is $125,407.

The assignment as of 08/28/24 has a balance of $285,933.82, which is more than 50% of the outstanding tax refund exposure and a surplus of $160,526.82 may be utilized for any lawful purpose approved by City Council. Authorizing the use of the surplus will bring the balance to $125,407.

DRAFT

I recommend the $160,526.82 excess in the assignment for refund of prior year taxes be transferred to the assignment for Firefighter Right Sizing to smooth the cost of firefighter's payroll when the SAFER grant is no longer available.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the transfer of $160,526.82 excess in the assignment for refund of prior year taxes to the assignment for Firefighter Right Sizing to smooth the cost of firefighter's payroll when the SAFER grant is no longer available.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12.4 Discussion and Vote: Resolution Requesting a Special Election to be held in Accordance with the Requirement of the City Charter Section 2.4 Regarding Vacancies

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS REQUESTING A SPECIAL ELECTION TO BE HELD IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY CHARTER SECTION 2.4 REGARDING VACANCIES

WHEREAS, City Charter Section 2.4 states that, “A vacancy in an elective office shall exist upon the death of the incumbent, the incumbent's resignation or removal from office, or occurrence of events specified in § 30 of New York State Public Officers Law; and

WHEREAS, former Commissioner of Public Works, Jason Golub resigned his position effective August 16, 2024 thereby creating a vacancy; and
WHEREAS, the City Charter Section 2.4 further states that, “In case of a vacancy caused by other than expiration of term, the Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurs. If the term of office of the officer vacating the office continues beyond the official year in which said vacancy occurs, a person shall be elected at a special election held after the occurrence of such vacancy to fill such vacancy for the remainder of the unexpired term”; and
WHEREAS, the City Charter Section 4.4.1 states that year ends on December 31; and
WHEREAS, the City Council can only appoint a person to fill the vacancy until December 31, 2024; and
WHEREAS, it is in the best interest of the department of public works and the City of Saratoga Springs that the vacancy be filled until the end of the term ending December 31, 2025;
NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF SARATOGA SPRINGS:

1. Requests that the Special Election be held on November 5, 2024 to prevent an additional vacancy from occurring after December 31, 2024

Commissioner Sanghvi stated that the City Charter provides the process for filling this vacancy and this resolution is the first step.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the resolution requesting a special election to be held in accordance with the requirement of the City Charter section 2.4 regarding vacancies.

Mayor Safford referenced section 12.2 and 12.3.1 of the City Charter and stated concerns about the process, the legality and the costs.

Commissioner Moran stated that by holding the special election on November 5, 2024 would be the most cost effective and allow for the most participation. Moran stated that the Governor can set a special election by New York State Law.

Commissioner Sanghvi stated that if Commissioner Golub had resigned before August 5, 2024 then there would not be a need for a special election and stated that the City Charter has to be followed.

Commissioner Coll stated that based on his conversation with the Board of Elections anything done within a 90 day period is unlawful and that the November 5, 2024 date for a special election gives no consideration for absentee ballots for members of the military. Coll wants a written lists of rules for a special election and for the City Attorney give their opinion on a special election.

Commissioner Sanghvi stated that the absentee ballots have not yet gone out for the November 5, 2024 election.

Commissioner Moran stated that this in order to move forward the City Council needs to take action and in order to take that action the City Council needs to pass this resolution.

Commissioner Sanghvi asked the City Attorneys if their opinion on this resolution had changed. Sanghvi stated that originally Harper reviews the document and had no issue.

City Attorney Harper appeared before the City Council and stated that this resolution is correct as to form and can vote on the resolution.

Ayes – 2 [Commission Sanghvi, Commissioner Moran]
Nays – 2 [Mayor Safford, Commissioner Coll]
Motion failed.
Council Vacancy – Commissioner of Department of Public Works

12.5 Discussion and Vote: Budget Transfers - Payroll & Benefits

Commissioner Sanghvi moved and Commissioner Coll seconded to approve the budget transfers – payroll & benefits

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

13. PUBLIC WORKS DEPARTMENT

13.1 Set Public Hearing: Amend City Code Chapter 201 Street Acceptance - Dartmouth Way

Commissioner Moran set a public hearing for September 17, 2024 at 7:00 P.M.

13.2 Discussion and Vote: Accept Donation of 40 Banners for Surrender Day Valued at $4,000.00 from Campaign for Saratoga 250, Inc.

Commissioner Moran moved and Commissioner Sanghvi seconded for the Council to accept a donation of 40 banners from Campaign for Saratoga 250, Inc. for Surrender Day with a production value of $4,000.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]

Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

13.3 Discussion and Vote: Accept Donation From Maria Massaroni in the Amount of $1,500.00 for a Memorial Bench Donation

Commissioner Moran moved Coll seconded for Council to accept the donation of a bench in the amount of $1,500.00.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]

Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

13.4 Discussion and Vote: Authorization for Mayor to Sign Contract with Trojan Technologies Group for Two (2) Electric Lamp Drivers

Commissioner Moran moved and Commissioner Coll seconded for the Mayor to sign contract with Trojan Technologies Group for two electric lamp drivers valid until 12/31/2024 in the amount of $21,373.10.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]

Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

13.5 Discussion and Vote: Authorization for Mayor to Sign Contract with Winn Construction for the Loughberry Lake Dam Rehabilitation

Commissioner Moran moved and Commissioner Coll seconded for the Mayor to sign a contract with Winn Construction for RFP: 2024-38 Loughberry Lake Dam Rehabilitation valid until 12/15/2025 in the amount of $7,612,142.00.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]

Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

13.6 Discussion and Vote: Authorization for Mayor to Sign Contract with Precision Trenchless for Collection System Infrastructure Renewal

DRAFT

Commissioner Moran moved and Commissioner Coll seconded for the Mayor to sign contract with Precision Trenchless, LLC. for Collection System Infrastructure Renewal, valid until 8/31/2025 in the amount of $190,000.00.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

Commissioner Moran moved and Commissioner Sanghvi seconded to add an item to the agenda.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

13.7 Discussion and Vote: Resolution Requesting a Special Election to be held in Accordance with the Requirement of the City Charter Section 2.4 Regarding Vacancies

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARA TOGA SPRINGS REQUESTING A SPECIAL ELECTION TO BE HELD IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY CHARTER SECTION 2.4 REGARDING VACANCIES

WHEREAS, City Charter Section 2.4 states that, "A vacancy in an elective office shall exist upon the death of the incumbent, the incumbent's resignation or removal from office, or occurrence of events specified in § 30 of New York State Public Officers Law; and

WHEREAS, former Commissioner of Public Works, Jason Golub resigned his position effective August 16, 2024 thereby creating a vacancy; and

WHEREAS, the City Charter Section 2.4 further states that, "In case of a vacancy caused by other than expiration of term, the Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurs. If the term of office of the officer vacating the office continues beyond the official year in which said vacancy occurs, a person shall be elected at a special election held after the occurrence of such vacancy to fill such vacancy for the remainder of the unexpired term"; and

WHEREAS, the City Charter Section 4.4.1 states that year ends on December 31; and

WHEREAS, the City Council can only appoint a person to fill the vacancy until December 31, 2024; and
WHEREAS, it is in the best interest of the department of public works and the City of Saratoga Springs that the vacancy be filled until the end of the term ending December 31, 2025;
NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF SARA TOGA SPRINGS:

1. Requests that the Special Election be held before December 31, 2024 to prevent an additional vacancy from occurring after December 31, 2024.

DRAFT

Commissioner Moran stated that this resolution is the same presented by Commissioner Sanghvi except the date has been changed to reflect December 31, 2024.

Commissioner Moran moved and Commissioner Sanghvi seconded approve the resolution requesting a special election that is exactly the same as Commissioner Sanghvi's previous motion now except that the date is changed to state that "Requests that the Special Election be held before December 31, 2024 to prevent an additional vacancy from occurring after December 31, 2024."

Ayes – 2 [Commission Sanghvi, Commissioner Moran]
Nays – 2 [Mayor Safford, Commissioner Coll]
Motion failed.
Council Vacancy – Commissioner of Department of Public Works

14. PUBLIC SAFETY DEPARTMENT

Commissioner Coll announced the passing on Neil Emanatian a retired SSFD employee. Coll also announced that former SSPD employee Kevin Johnson is in need of a liver transplant and that a GoFundMe page has been created.

14.1 Discussion and Vote: Authorization to pay invoice to BPI Mechanical Service

Commissioner Coll stated that is for plumbing service at fire station 2 and will come from the Fire Department's building and maintenance budget line A-31-4-3414/54610 in the amount of $2,298.00.

Commissioner Coll moved Moran seconded to authorize the payment of an invoice to BPI Mechanical Service

Ayes - 4
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

14.2 Discussion and Vote: Authorization to pay an invoice to Mackey Auto Group MACKEY

Commissioner Coll stated that this is for repairs and maintenance to a police vehicle that was involved in an accident and will come from the Police Department's vehicle repair & maintenance budget line A-31-4-3124/54510 in the amount of $2,986.81.

Commissioner Coll moved Commissioner Sanghvi seconded authorize the payment of an invoice to Mackey Auto Group

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

14.3 Discussion and Vote: Authorization to reimburse employee #2940

Commissioner Coll stated that this reimbursement is related to uniforms purchase and will come from the Police Department's uniform budget line A-31-4-3124/54160 in the amount of $188.09.

DRAFT

Commissioner Coll moved Moran seconded to authorize the reimburse to employee #2940

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

14.4 Discussion and Vote: Authorization to reimburse employee #161

Commissioner Coll this is a reimbursement for fuel for the ladder truck when bringing back from repairs and will come from the Fire Department's fuel budget line A-31-4-3414/54200 in the amount of $50.00

Commissioner Coll moved and Commissioner Sanghvi seconded to authorize the reimbursement to employee #161.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

14.5 Discussion and Vote: Authorization to pay invoice to Hueber Breuer for Fire Station 3

Please be advised this agenda item was moved and presented before the Mayor's agenda in order to allow Fire Chief Dyer to answer any questions.

Commissioner Coll stated the cost for the additional work is $24,349.96 and will come from Capital Budget line H-31-4-6922/52000/1217.

Commissioner Coll moved Commissioner Moran seconded to authorize the payment of an invoice to Hueber Breuer for Fire Station 3.

The City Council thanked Chief Dyer for all of his hard work.

Commissioner Sanghvi stated that funds for this invoice will come from the contingency.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

14.6 Discussion and Vote: Authorization to pay an invoice to LaRosa's Automotive

Commissioner Coll stated that this is for accreditation decals for the police vehicles and will come from the Police Department's vehicle repair & maintenance budget line A-31-4-3124/54510 in the amount of $690.00. Coll stated a purchase order was not obtained prior to ordering.

Commissioner Coll moved and Commissioner Moran seconded to authorize the payment of an invoice to LaRosa's Automotive.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

14.7 Discussion and Vote: Authorization for the Mayor to sign a contract with MES (Municipal Emergency Service)

Commissioner Coll stated that this is for turnout gear for the Fire Department and will come from the Fire Department's firefighters equipment budget line A-31-4-3412/52610 in the amount of $37,358.07.

Commissioner Coll moved and Commissioner Moran seconded to authorize the Mayor to sign a contract with Municipal Emergency Service.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

15. ADJOURN

Commissioner Sanghvi moved and Mayor Saffordseconded to adjourn at 9:55 P.M.

Ayes – 4 [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

Respectfully Submitted,

Mark Graham
Assistant City Clerk

Approved:
Vote:

DRAFT

ASSIGNMENT REFUND OF PRIOR YEAR TAXES ANNUAL REVIEW

On 11/03/2014 the City Council adopted a resolution creating an assignment for the refund of prior year taxes resulting from any proceeding to review an assessment under Article 7 of the real property tax law.

The resolution stated that an annual calculation must be completed by the Commissioner of Accounts to verify the City's exposure. The calculation is to be transmitted to the Commissioner of Finance on or before the second regularly scheduled meeting in August each year. The Commissioner of Finance shall then verify that the City has in the assignment an amount not less than 50% of the estimated exposure. The resolution also states that the Commissioner of Finance shall report to the City Council the results.

The Finance office received the report on 08/26/24. The report says the exposure is estimated to be $250,814. 50% of that exposure amount is $125,407.

The assignment as of 08/28/24 has a balance of $285,933.82, which is more than 50% of the outstanding tax refund exposure and a surplus of $160,526.82 may be utilized for any lawful purpose approved by City Council. Authorizing the use of the surplus will bring the balance to $125,407.

I recommend the $160,526.82 excess in the assignment for refund of prior year taxes be transferred to the assignment for Firefighter Right Sizing to smooth the cost of firefighter's payroll when the SAFER grant is no longer available.

This is a motion.

ASSIGNMENT REFUND OF PRIOR YEARS TAXES
2024

BALANCE IN ASSIGNMENT 08/28/2024	$	285,933.82
PENDING ARTICLE 7'S PER ASSESSMENT AS OF 08/28/24	$	250,814.00
REFUND OF PRIOR YEAR TAXES ASSIGMENT SECTION 2	$	*125,407.00*

(Amounts available in assignment shall not be less than 50% of refund exposure.)

Surplus: Exceeds requirements of resolution	**$**	**160,526.82**

Excess may be utilized for any lawful purpose approved by City Council.

Dated: September 3, 2024

Vote:
Ayes: 4
Nays: 0
MOTION PASSED
Council Vacancy – Commissioner of Department of Public Works

City Council of the City of Saratoga Springs

Dillon Moran, City Clerk

CITY OF
SARATOGA SPRINGS

SEP 0 3 2024

29

ACCOUNTS DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS REQUESTING A SPECIAL ELECTION TO BE HELD IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY CHARTER SECTION 2.4 REGARDING VACANCIES

WHEREAS, City Charter Section 2.4 states that, "A vacancy in an elective office shall exist upon the death of the incumbent, the incumbent's resignation or removal from office, or occurrence of events specified in § 30 of New York State Public Officers Law; and

WHEREAS, former Commissioner of Public Works, Jason Golub resigned his position effective August 16, 2024 thereby creating a vacancy; and

WHEREAS, the City Charter Section 2.4 further states that, "In case of a vacancy caused by other than expiration of term, the Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurs. If the term of office of the officer vacating the office continues beyond the official year in which said vacancy occurs, a person shall be elected at a special election held after the occurrence of such vacancy to fill such vacancy for the remainder of the unexpired term"; and

WHEREAS, the City Charter Section 4.4.1 states that year ends on December 31; and

WHEREAS, the City Council can only appoint a person to fill the vacancy until December 31, 2024; and

WHEREAS, it is in the best interest of the department of public works and the City of Saratoga Springs that the vacancy be filled until the end of the term ending December 31, 2025;

NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF SARATOGA SPRINGS:

1. Requests that the Special Election be held on November 5, 2024 to prevent an additional vacancy from occurring after December 31, 2024

DATED: September 3, 2024

Ayes: 2 (Commissioner Moran, Commissioner Sanghvi)
Nays: 2 (Mayor Safford, Commissioner Coll)
MOTION DID NOT PASS

Council Vacancy – Commissioner of Department of Public Works

City Council of the City of Saratoga Springs

_____

By: Dillon Moran, City Clerk

CITY OF
SARATOGA SPRINGS
SEP 03 2024
ACCOUNTS DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS REQUESTING A SPECIAL ELECTION TO BE HELD IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY CHARTER SECTION 2.4 REGARDING VACANCIES

WHEREAS, City Charter Section 2.4 states that, "A vacancy in an elective office shall exist upon the death of the incumbent, the incumbent's resignation or removal from office, or occurrence of events specified in § 30 of New York State Public Officers Law; and

WHEREAS, former Commissioner of Public Works, Jason Golub resigned his position effective August 16, 2024 thereby creating a vacancy; and

WHEREAS, the City Charter Section 2.4 further states that, "In case of a vacancy caused by other than expiration of term, the Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurs. If the term of office of the officer vacating the office continues beyond the official year in which said vacancy occurs, a person shall be elected at a special election held after the occurrence of such vacancy to fill such vacancy for the remainder of the unexpired term"; and

WHEREAS, the City Charter Section 4.4.1 states that year ends on December 31; and

WHEREAS, the City Council can only appoint a person to fill the vacancy until December 31, 2024; and

WHEREAS, it is in the best interest of the department of public works and the City of Saratoga Springs that the vacancy be filled until the end of the term ending December 31, 2025;

NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF SARATOGA SPRINGS:

1. Requests that the Special Election be held before December 31, 2024 to prevent an additional vacancy from occurring after December 31, 2024.

DATED: September 3, 2024

Ayes: 2 (Commissioner Moran, Commissioner Sanghvi)
Nays: 2 (Mayor Safford, Commissioner Coll)
MOTION DID NOT PASS
Council Vacancy – Commissioner of Department of Public Works

City Council of the City of Saratoga Springs

By: Dillon Moran, City Clerk

CITY OF SARATOGA SPRINGS
SEP 0 3 2024
ACCOUNTS DEPARTMENT

Public Meeting Expectations and Rules
Saratoga Springs City Council

Whereas, the people of Saratoga Springs are entitled to attend public meetings of their City Council and to oversee the conducting of public business in a civil and safe environment, the following rules and procedures will be followed at meetings of the Saratoga Springs City Council.

Whereas, public meetings are considered limited public forums under the First Amendment to the United States Constitution, the government may regulate the time, place, and manner of speech at public meetings through the adoption of rules of procedure and conduct.

1. The Mayor, as presiding officer shall have, to the fullest extent allowed by New York State law, the authority to declare any person to be out of order for failure to follow their directives in this regard and/or rules detailed herein.

2. Rules of Decorum and Order:

    a. Members of the public shall behave in a manner that is conducive to the free and courteous expression of opinion. Members of the public shall not engage in behaviors which disrupt the conduct of the meeting. Profane language, obscene gestures, threatening statements, shouting or other behavior meant to intimidate members of the council or others present at the meeting is prohibited.
    b. Sustained noise from attendees such that others present are impeded from hearing speakers is prohibited.
    c. Signs or other items that may block other members of the public from viewing the proceedings are prohibited.

3. Sergeant-at-Arms: The Saratoga Springs Police Department (SSPD), or any member of the SSPD, is designated as the Sergeant of Arms for the purpose of maintaining order at the Saratoga Springs City Council meetings.

4. Enforcement of Rules of Decorum:

    a. Upon a violation of the rules of decorum, the presiding officer shall verbally request the person or persons violating a rule or rules to cease the conduct giving rise to the violation.
    b. If the violation continues, the presiding officer shall verbally warn the person(s) that they may be required to leave the meeting room if the violation continues.
    c. If the person(s) does not cease the violation the presiding officer shall declare the person to be out of order at which time the Sergeant-at-Arms may take steps to remove the person(s) from the meeting room. If applicable, such person may be subject to civil and/or criminal penalties that may apply to their conduct.

5. Public Input

   a. Each Regular Meeting of the City Council will have one hour (60 minutes) set aside for public input, to allow members of the public to address the City Council on matters relating to City of Saratoga Springs business.

   b. Speakers will be limited to three (3) minutes and each speaker can speak once during the one hour public comment period. The Council requests speakers state their name and address. The Council understands there may be circumstances where a pseudonym may have to be used, which is expressly permitted. All remarks shall be directed to the City Council as a body and not at specific individual, staff, or member of the public. This time is not a dialogue with the Council. It is a time to communicate your issues/concerns/comments to all City Council Members.

   c. Members of the public may submit written public comments to public.comment@saratoga-springs.org. This email is automatically received by all council members, their deputy, and the Clerk of the Council. Such comments shall be entered as part of the official record of such meeting.

   d. Speakers who violate the rules may be held to have forfeited the remainder of their time. Speakers may not transfer their time to other speakers, or reserve unused time.

Dated: September 3, 2024

Vote:
Ayes: 4
Nays: 0
Council Vacancy – Commissioner of Department of Public Works

City Council of the City of Saratoga Springs

Dillon Moran, City Clerk

CITY OF
SARATOGA SPRINGS

SEP 0 3 2024

ACCOUNTS DEPARTMENT

A PROCLAMATION
OF THE CITY OF SARATOGA SPRINGS, NEW YORK

WHEREAS, in September of 1777 the American Revolutionary War was nearing its two-year point. The American Continental army was in retreat after the British captured Fort Ticonderoga, and now British generals were preparing a deadly three-pronged attack in New York State. But then things began to change. Supply shortages stalled the British at Fort Edward, and outraged Americans began joining their militia by the thousands. On September 19, 6,000 British troops faced 8,500 Americans at a place called Saratoga; and

WHEREAS, the Americans knew what was at stake. The field of battle changed hands several times before the British were finally forced to dig in and wait for reinforcements. While they were stuck, the American side grew to more than 13,000 strong. The British planned another attack at Bemis Heights on October 7, but American intelligence operations discovered the plan and forced the British back again. What remained of the British forces was no match for the Americans, and British General John Burgoyne surrendered on October 17; and

WHEREAS, the Battle of Saratoga proved to the world that America was a nation ready and willing to stand up for its independence. Because of the American victory, France, Spain and the Netherlands formed alliances with America, and the war turned in their favor. No British army had ever surrendered before. The war would bring more important military victories, but as a statement of American determination and resolve the Battle of Saratoga is second to none; and

WHEREAS, in 2027, Saratoga County will hold events to commemorate the 250th anniversary of the battle, and plans a county-wide holiday to promote regional pride,

NOW, THEREFORE, I, JOHN F. SAFFORD, Mayor of the City of Saratoga Springs, proudly join with my colleagues on the Saratoga Springs City Council, and with all my fellow Saratogians, in honoring those brave Americans who fought for our freedom in 1777. I hereby proclaim October 17, 2024 as

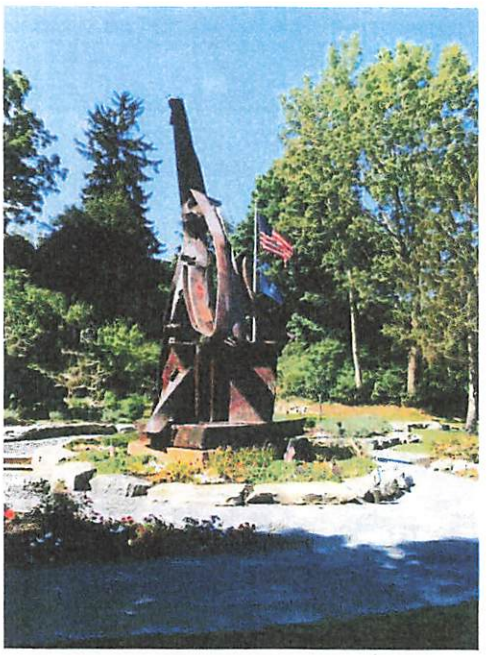
SURRENDER DAY

Dated, September 3, 2024

JOHN F. SAFFORD, Mayor

CITY OF SARATOGA SPRINGS N.Y. INCORPORATED 1915

Mayor John F. Safford
Welcomes all citizens to a
Commemoration and Remembrance Ceremony



-Never Forgotten-

Wednesday, September 11, 2024
-Please arrive by 8:15 am-
Beginning Promptly at 8:30 a.m.

High Rock Park – 112 High Rock Avenue
Saratoga Springs

At the Tempered by Memory Sculpture

Public Comment 9/3/24

Dina Henke <dinahenke555@gmail.com>

Tue 9/3/2024 3:57 PM

To:Public Comment <public.comment@saratoga-springs.org>;Dillon Moran <Dillon.Moran@saratoga-springs.org>;Minita Sanghvi <Minita.Sanghvi@saratoga-springs.org>;John Safford <John.Safford@saratoga-springs.org>;Tim Coll <Tim.Coll@saratoga-springs.org>;Tony Izzo <Tony.Izzo@saratoga-springs.org>;david.harper@saratoga-springs.org <david.harper@saratoga-springs.org>;JoAnne Kiernan <Joanne.Kiernan@saratoga-springs.org>

1 attachments (663 KB)

9324 public comment.pdf;

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.

Dear City Council,

Attached please find my public comment submission for tonight's meeting.

I do hope my comments will be considered and someone will finally address my concerns. I have been bringing the same valid issues to your attention over and over again. There is a lack of accountability. Some members of the Council are allowed to create City records with are not accurate. They are not edited when the evidence shows they do indeed contain false accounts. The Council continually votes to affirm this now routine practice.

Table items, find a way to require documents added at the table are made available to the public without FOILing, question why some Departments feel the need to infiltrate the scope of work outside their responsibilities that are part of other Departments, come up with a policy for speaking to the media to curb false statements and statements which may hurt the City, stop the Ron Kim era petty attacks on your fellow Council Members that have ramped up, come up with a texting policy during meetings. Like most places of employment, have a contact point If there is an emergency who can alert you otherwise stop texting on multiple phones. Imagine if all City employees were texting constantly. How would their supervisor view that behavior. If a citizen shows up to pay a bill and the City employee is texting the whole time. Why do different standards apply to some employees paid by the City and not others?

Consider the public can discern when Commissioners work together to advance an issue or even support one another's agendas even if facts are left out. Like the election item on tonight's agenda. The charter changes to elections removed certain elements and added that the State election Law shall guide. The resolution on the agenda stops short. Why? Why wouldn't you tell the public the is more such as State election Laws guiding? The resolution doesn't mention the County yet Commissioner Sanghvi at pre-agenda referenced the resolution was connected to the County. You have candidates that could be appointed for the next 2 months. Why not take DPW responsibilities assigned to Commissioner Moran off his already more than full plate? The public can see choreographed rehearsed, unrehearsed and not rehearsed enough collaborations.

A recent Times Union article quoted Commissioner Sanghvi telling the public the City Attorney's have said a special election is needed. That's opposite of what was said by a city attorney. Why is this allowed?

Commissioner Sanghvi should as that the Times Union
correct the article. She didn't seem to listen at pre-agenda when this was explained to her. I believe the Mayor questioned her resolution after the Council was told State Law guides was added to the Charter which would muddy her resolution. It looked like she ignored the facts that were presented to her because she said she was still presenting the resolution and they are voting on it which is the opposite of what had just been explained to the council. It's so bizarre to just keep pushing this item and to allow the public to believe there is nothing else to consider other than the narrowly focused view on a charter that has further provisions left out of the resolution. The resolution should be pulled from the agenda for those reasons. To leave it only appears to be a desperate attempt to confuse the public and make up rules when the State Law already has provisions and the City has candidates available now to appoint.

Attached is my comment and screenshots of minutes.

Respectfully,
Dina

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Council should want all the constituents to be heard.

Mayor Safford stated he wanted the Spa Catholic parents are known they are heard and stated sometimes there are exceptions that need to be made. Safford stated he wants the lease to be made available as soon as possible.

FINANCE DEPARTMENT

1. Announcement: City Tax Update

   No additional comments.

2. Announcement: Update on Participatory Budgeting Cycle Three

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Bike Park.

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Commissioner Coll stated his understanding would be the 6 – 12 persons are going to the location for low income housing persons where people can collect their social security checks. Coll stated no additional services would be provided.

Commissioner Sanghvi stated the process of allowing some people to speak outside of public comment when others are not allowed is where the Council gets themselves into trouble. Sanghvi stated the Council should want all the constituents to be heard.

Mayor Safford stated he wanted the Spa Catholic parents are known they are heard and stated

City council comment.

Landon Moore <landomoo@gmail.com>

Tue 9/3/2024 5:27 PM

To:Public Comment <public.comment@saratoga-springs.org>

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often when I return to Saratoga, I witness the SSPD discriminating against people based on race, including myself. I've inquired about what programs are in place to address and dismantle this behavior, but it seems there are either no effective measures or none at all. My question is directed to the chief of the lease Saratoga Springs Stephanie Fisher of safety regards to what programs are going to come out to educate SSPD employees.

Submitted by Landon McCord Moore 111

CITY OF
SARATOGA SPRINGS

SEP 03 2024

ACCOUNTS DEPARTMENT

City Council, August 20, 2020 Mary Beth Delaney

Attention, Council members, and Citizens Saratoga Springs. There's ongoing crime right here in City Hall..
I am concerned that our accounts Commissioner is allowed to do what he does with everyone's tax money and no one hold him accountable. He was unnecessarily attacking me and you allowed him to, including interrupting me during my pre-timed public comment when I was telling the truth. Well, here's the facts if someone from the records department cares to scan them in accurately. Here's over 25 pages with highlights of time stamps from our meetings.

Using 61 k of taxpayers funds in case there's an "on call pay" lawsuit does NOT mandate City monies should pay for nor protect any commissioner. A state or federal probe should start on any City employee who requests such "frivolous" expenses when there's no existing charges.
Our taxpayers aren't a tap for City Employees Go Fund Me Bail !
For starters
The purpose of City taxes is not for investigations esp. using our own cyber resources.
Secondly, WHEN any invoice at, 2,250 K Is unacceptable and egregious Per hour. NOT 1000 / 2 as Moran stated
. If one actually reads it, they use 1 Attorney Firm, with several lawyers. (3 esquires on 2 bills at over thousand dollars each.) Example, Connors saw one atty & Moran another, both at the same time, same 5/22. day. Very tricky whoever wrote the invoice to mislead the payer and reader. Very disturbing no one else in City Hall picked it up.

My evidence including Moran's attorneys bills (wrapped into 1) along with time stamped minutes errors this commission has been pushing through since Ribis left, shows department filed minutes are inaccurate.

put our money to good use and hire a proofreader instead! It's wrong to continue approving minutes you are submitting to mislead a judge when it's clearly missing motions and other vital data.

CITY OF SARATOGA SPRINGS
SEP 03 2024
ACCOUNTS DEPARTMENT

The July 2 minutes i provide are seriously messed up & yet used in the Article 78 lawsuit to stop payment of the huge bill. Once I spoke about the multiple errors approved here, minutes again at the last meeting were rushed through and approved last council meeting and alarmingly rushed over to Court the day after to defend Moran for what . bogus minutes cannot legitimately sustain anything in our accounts records department.

Here's over 20 pgs of evidence to prove at least Accts commissioner is a liar and bilking the system. it includes the minutes Moran is responsible for that aren't accurate & indeed being used for a lawsuit. ****
setting council up, our attorney and the city up attempting to use taxpayers money, . that's fraud. Over 50 k is a C felony with over 15 yrs in prison.

Attorney General and Comptroller, where are you to protect our City and people from criminals whose hands are growing into more citizens & Dept.pockets! If someone doesn't help expel these evils abusing his way to the top of City Hall, we are All going to suffer!
I call on the people to speak and act for consequences to anyone harming us and stealing our money for their personal benefit. If the rest of Council enables dishonesty, you each look to be held equally responsible and face a class action lawsuit yourselves!

However if any staff claimed EXTRA funds more than their regular salary, they should return it.

Homeless

Peter Murray <maroonsinc@icloud.com>

Sat 8/31/2024 10:18 AM

To:Public Comment <public.comment@saratoga-springs.org>

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.

As a long-time and current resident of Saratoga Springs, I am strongly opposed to the constriction of a homeless shelter within the city. This proposal will only bring more homeless, hurt tourism, diminish property values and drive residents away.

I am embarrassed by the number of homeless that have been allowed to accumulate on our sidewalks and surrounding neighborhoods. Broadway has become a street cluttered with the unkempt, wearing backpacks, holding cardboard signs for money or sleeping on sidewalks. These are not residents who grew up here. They are migrating here to take advantage of our pedestrian traffic and relaxed enforcement.

Yesterday I watched a disheveled man cross the street with his pants down, buttocks fully exposed. Friends visiting me from out of town recently remarked that Saratoga is not all they'd heard it to be, but in fact filled with "a lot of bums." I met a man visiting from overseas who told me of walking with his children past a homeless man masterbating near the parking garage. My 14-year old daughter's friends, students of SSHS were discussing that Saratoga is "shady" and "dangerous to walk around."

This is the image of our city that you have allowed to manifest by bowing to the nefarious efforts of special interests who seek to destroy what Saratoga Springs represents.
As piers, and representatives for the interests of residents of Saratoga Springs, it is your responsibility to reject the proposal of building a homeless shelter within the city.

Building the shelter will not alleviate these issues; it will only exacerbate them as Saratoga Springs becomes a destination location for the unemployed and unhoused who've gathered $1.50 for bus fare.

Other locations are equally, if not more suitable. If this location requires transportation and services, Wilton, Clifton Park, Corinth or Amsterdam.
Find another place.

Peter Murray
Hathorn Blvd
Saratoga Springs, NY

CITY OF
SARATOGA SPRINGS

SEP 03 2024

ACCOUNTS DEPARTMENT

WIKIPEDIA
The Free Encyclopedia

Bayesian inference

Bayesian inference (/ˈbeɪziən/ *BAY-zee-ən* or /ˈbeɪʒən/ *BAY-zhən*)[1] is a method of statistical inference in which Bayes' theorem is used to update the probability for a hypothesis as more evidence or information becomes available. Fundamentally, Bayesian inference uses prior knowledge, in the form of a prior distribution in order to estimate posterior probabilities. Bayesian inference is an important technique in statistics, and especially in mathematical statistics. Bayesian updating is particularly important in the dynamic analysis of a sequence of data. Bayesian inference has found application in a wide range of activities, including science, engineering, philosophy, medicine, sport, and law. In the philosophy of decision theory, Bayesian inference is closely related to subjective probability, often called "Bayesian probability".

Introduction to Bayes' rule

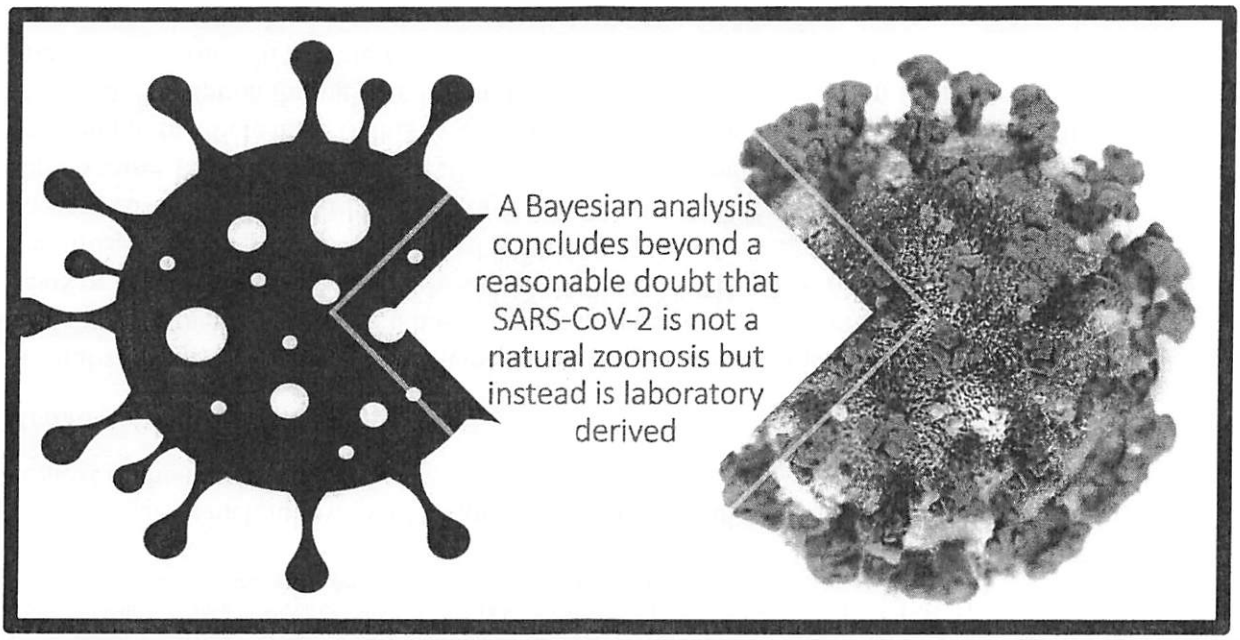
Formal explanation

Bayesian inference derives the posterior probability as a consequence of two antecedents: a prior probability and a "likelihood function" derived from a statistical model for the observed data. Bayesian inference computes the posterior probability according to Bayes' theorem:

$$P(H \mid E) = \frac{P(E \mid H) \cdot P(H)}{P(E)},$$

where

- H stands for any *hypothesis* whose probability may be affected by data (called *evidence* below). Often there are competing hypotheses, and the task is to determine which is the most probable.
- $P(H)$, the *prior probability*, is the estimate of the probability of the hypothesis H *before* the data E, the current evidence, is observed.
- E, the *evidence*, corresponds to new data that were not used in computing the prior probability.
- $P(H \mid E)$, the *posterior probability*, is the probability of H *given* E, i.e., *after* E is observed. This is what we want to know: the probability of a hypothesis *given* the observed evidence.
- $P(E \mid H)$ is the probability of observing E *given* H and is called the *likelihood*. As a function of E with H fixed, it indicates the compatibility of the evidence with the given hypothesis. The likelihood function is a function of the evidence, E, while the posterior probability is a function of the hypothesis, H.
- $P(E)$ is sometimes termed the marginal likelihood or "model evidence". This factor is the same for all possible hypotheses being considered (as is evident from the fact that the hypothesis H does not appear anywhere in the symbol, unlike for all the other factors) and hence does not factor into determining the relative probabilities of different hypotheses.
- $P(E) > 0$ (Else one has $0/0$.)



Wuhan Institute of Virology analysis of bronchial lavage specimens from ICU patients at Wuhan Jinyintan Hospital in December 2019 contain both SARS-CoV-2 and adenovirus vaccine sequences, consistent with a vaccine challenge trial

By

Steven Carl Quay, MD, PhD

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@2021. Steven C. Quay, MD, PhD

Evidence	Zoonotic Origin	Laboratory Origin
Initial State	98.8%	1.2%
International committees to determine CoV-2 origin may not be impartial	98.8%	1.2%
Three key zoonotic papers: pros and cons	98.8%	1.2%
SARS-like infections among employees of the Wuhan Institute of Virology in the fall of 2019 reported by US Government	98.8%	1.2%
Location of first cases near Wuhan Institute of Virology	95.1%	4.9%
Lack of evidence of seroconversion in Wuhan and Shanghai	80.9%	19.1%
Lack of posterior diversity	30.8%	69.2%
Opportunity: The Wuhan Institute of Virology has publicly disclosed that by 2017 it had developed the techniques to collect novel coronaviruses, systematically modify the receptor binding domain to improve binding or alter zoonotic tropism and transmission, insert a furin site to permit human cell infection, make chimera and synthetic viruses, perform experiments in humanized mice, and optimize the ORF8 gene to increase human cell death.	30.8%	69.2%
Lack of furin cleavage sites in any other sarbecovirus	4.7%	95.3%
Rare usage of -CGG- single codons & no CGG-CGG pairs	0.5%	99.5%
Routine use of CGG in laboratory codon optimization, including Daszak & Shi	0.2%	99.8%
Spike Protein receptor binding region (200 amino acids) optimized for humans	0.2%	99.8%
Whole genome analysis shows pre-adaption of CoV-2	0.2%	99.8%
The finding of CoV-2 in Barcelona wastewater in early 2019 was an artifact	0.2%	99.8%
Shi and the WHO comment early on that CoV-2 seemed to begin with a single patient	0.2%	99.8%
Mammalian biodiversity between Yunnan and Hubei is significantly different, limiting a potential common intermediate host	0.2%	99.8%
The ancestor of CoV-2 can only obtain a furin site from other subgenera viruses but recombination is limited/non-existent between subgenera	0.2%	99.8%
Canvas of 410 animals shows humans and primates are the best, bats are the worst, for ACE2-Spike Protein interaction	0.2%	99.8%
A government requested review of samples collected from a mineshaft may have caused the COVID-19 pandemic	0.2%	99.8%
The Hunan Seafood Market and farmed animals in Hubei province are not the source of CoV-2	0.2%	99.8%
Line 2 of the Wuhan Metro System is the likely conduit of the pandemic and is the closest subway line to the WIV	0.2%	99.8%
Feral and domestic cats are not the intermediate host	0.2%	99.8%
Extraodinary pre-adaption for the use of human tRNA is observed	0.2%	99.8%
Evidence of lax operations and disregard of laboratory safety protocols and regulations in China	0.2%	99.8%
Previous SARS-CoV-1 laboratory accidents	0.2%	99.8%
Shi and Daszak use Wuhan residents as negative control for zoonotic coronavirus exposure	0.2%	99.8%
RaTG13 could be CoV-2 precursor using the synthetic biology 'No See 'Em' technique	0.2%	99.8%
Location, location, location: Based on the distance between known SARS-CoV-1 laboratory-acquired infections and the hospital of admission of the infected personnel, the WIV is within the expected hospital catchment for a CoV-2 LAI	0.2%	99.8%

The summary which follows will simply be a review and discussion of the evidence in the context of the two hypotheses.

Zoonosis Hypothesis

A viral zoonosis has at least three elements, a host, a virus, and the human population. With some viruses there are often two hosts. One is a 'reservoir host' where the virus can live for years or even decades in a relatively stable relationship. The reservoir host is never decimated by the virus, and the virus is never burned out by the reservoir host, disappearing completely. For coronaviruses the reservoir host is always one or more bat species. If there is a reservoir host that some viruses that cannot jump directly into the human population, there is a need for an second host, an intermediate host. In this case the virus spends time jumping into the intermediate host, 'practicing' adaption through random mutation and Darwinian selection for fitness to reproduce, infect, and transmit in the intermediate host. This process is then repeated between the intermediate host and the human population. Alternatively, the virus can jump directly between the bat reservoir and humans, without the need for an intermediate host.

Written remarks to accompany the testimony of Steven Quay, MD, PhD

"Revisiting Gain of Function Research: What the Pandemic Taught Us and Where Do We Go From Here"
Senate Committee on Homeland Security and Governmental Affairs'
Subcommittee on Emerging Threats and Spending Oversight

Subcommittee Chair Senator Margaret Wood Hassan, Ranking Member Senator Rand Paul, Members of the Governmental Affairs' Subcommittee on Emerging Threats and Spending Oversight, invited Senator committee participants, Ladies and Gentlemen.

I am honored to participate with my esteemed colleagues, Drs. Ebright and Esvelt, in this forum entitled: "Revisiting Gain of Function Research: What the Pandemic Taught Us and Where Do We Go From Here."

My prepared remarks will take about seven minutes. I will cover six topics:

- I will begin with an overview of the evidence related to the origin of the pandemic. My conclusion from two years of investigation is that the pandemic began with a laboratory-acquired infection.
- The virus has three genomic regions that have the signature of synthetic biology, that is, gain-of-function research.
- Two of those regions involve the three types of academic gain-of-function research that are permitted
- One region has features of the two types of forbidden gain-of-function research that are associated with bioweapons development, asymptomatic transmission and immune system evasion.
- Finally, I will present evidence of synthetic biology research at the Wuhan Institute of Virology being conducted in low level, BSL 2/3 facilities, in December 2019 on the Nipah virus, which is >60% lethal but is not naturally airborne. This is the most dangerous research I have ever encountered.
- I will close with five recommendations for future gain-of-function research.

Where did the pandemic begin?

The competing hypotheses are a natural spillover at the Huanan Seafood market in Wuhan China and a laboratory-acquired infection, most likely at the Wuhan Institute of Virology or WIV. Before December 2019, the WIV had published over 65% of all coronavirus scientific papers in the world. Until it was removed from the WIV website at 2 am local time, September 19, 2019, they maintained a database of over 21,000 viruses collected over two decades, in part with NIH funding. To my knowledge, no western scientist or organization has had access to this database since the pandemic began.

Two papers published last week by western scientists and a flurry of coordinated news coverage purported to end the debate, stating the pandemic began in the market in December 2019 and even claiming the market contained infected animals. There are at least six problems with these papers:

- No animal has ever been found to be infected with CoV-2. Hundreds from the market were tested and over 80,000 throughout China were all negative.

- All environmental specimens from the market were the result of human infection, not animal infection. For comparison, with the 2003 SARS infection >90% of market animals were infected.
- These papers suppress cases from the eastern side on the Yangtze River, near the WIV, for no apparent reason. These include cases identified during the World Health Organization investigation.
- Scientists agree that the most ancestral version of CoV-2 that infected humans, named Lineage A, did not infect any patient from the market.
- Orthogonal methods agree that the virus was circulating in Wuhan in the fall of 2019 and well before the market cases. I, as well as many others, believe the market cases were a super-spreader event.

My own research has identified the earliest cluster of hospitalized patients with both the Lineage A and Lineage B virus at the People's Liberation Army Hospital in Wuhan, identified on the chart shown here. This hospital is about 3 km from the WIV and along Line 2 of the Wuhan subway system. My research also showed that all early cases were along this same subway line, one of nine in Wuhan, and that the probability this was by chance is one in 68,000. The Line 2 COVID Conduit, as I called it, includes the PLA Hospital, the WIV, the market, and at the last stop, the international airport. You can literally walk down into the subway system and next exit in the world in London, Paris, Dubai, and New York City, all before having any symptoms. In the fall of 2019 one million people a day used Line 2 and modelling by others suggested the pandemic could not have occurred without the spreading impact of Line 2.

What are the gain-of-function features of SARS-CoV-2?

First, gain-of-function research is defined as making artificial changes to a microbe in a laboratory, seeing what new properties it acquires by those changes, and then often performing additional research to find vaccines or therapeutic that can stop this synthetic virus.

So create something that doesn't exist in nature and see if you can kill it.

The three kinds of gain-of-function research that have been agreed are acceptable in academic work are changing trophism, that is changing the host animal; changing infectivity (ease of transmission) and/or pathogenicity (how dangerous it is). Two kinds of gain-of function research have been agreed by scientists as off limits, as they have bioweapons features. These are making infections hard to detect and making viruses that can evade the immune system.

SARS-CoV-2 has features of all five kinds of gain-of-function research, including the off-limits work.

Host selection, infectivity, and pathogenicity in SARS-CoV-2 are governed by the two-step verification system used by coronaviruses to infect cells. Step one is the handshake between the receptor binding domain and the human ACE2 receptor on the surface of the human respiratory system. Step two is the spike protein cleavage site, in CoV-2 the so-called furin cleavage site, which puts a cut in the spike protein. At that point the virus injects its genetic material into the cell and begins the 12 hour or so process of replicating. This ends with the cell dissolving and thousands of new viruses being released.

In SARS-CoV-2, the receptor binding domain was largely perfected for human infection. Specifically, the first virus to infect humans had only 17 mutations it could make out of 4000 that would improve the ACE2 handshake. With SARS1, the first human infections were with a virus that had only 15% of the mutations needed for the epidemic.

How and where did the virus learn to infect humans?

In the SARS1 epidemic, once an antibody test was available to identify people who had been infected, stored blood samples were tested for previous, undiagnosed infections. Workers in the market had a 20% positivity while in the general population you could find about 1% of people who were infected. These people were the training ground on which SARS1 learned to infect humans and learn to support human-to-human spread.

Did we find a similar training ground in stored human specimens from Wuhan before the pandemic?

No. 36,000 blood specimens were tested, and none were positive. If SARS2 was like SARS1 we would have expected at least 360 positive stored specimens.

Where could SARS2 have learned to infect human?

Replicating a virus in human cell cultures, that is, a test tube would do it. So would passing the virus in mice genetically modified to contain human lung tissue, so-called humanized mice. And we know that a US coronavirus researcher, funded by the NIH, provided the WIV with his laboratory's humanized mice for doing this type of research.

The other SARS2 feature that contributed to infectivity and pathogenicity was the furin cleavage site. Many viruses use a host cell enzyme or scissors to cut a virus cell surface attachment protein as the last step before infectivity. And designing a virus in the laboratory that uses the enzyme furin by putting a synthetic furin cleavage site is a common go-to gain-of-function exercise. In fact, since 1992, at least 14 publications have described adding a furin cleavage site to a virus that didn't have one, including a study from the WIV. 14 out of 14 times it makes the viruses nastier.

In fact, a grant application from 2018 involving a collaboration between US and Chinese scientists proposed synthetically inserting a "human specific furin cleavage site" into a bat virus. Finding the exact furin cleavage site in SARS2 that is also found naturally in an important human lung protein, ENAC, that controls water flow into the lung, is very suspicious. And the backbone of SARS2, about 96% of the virus, is identical to several bat viruses. Interestingly, SARS2 is so adapted to the human host that it can no longer infect bat cells in culture.

The SARS2 furin cleavage site is also unusual in two ways. In the 1000 years since the SARS2-related viruses separated from the other related beta coronaviruses, there has never been a virus with a furin cleavage site. It is also unusual in that it uses a rare genetic sequence that has also never been used by these related viruses in nature. The sequence is a common genetic sequence used in the lab when gene jocks juice up viruses.

The furin cleavage site in SARS2 also explains why this virus but not SARS1 can infect the brain, heart, lungs, kidneys, and other organs. This is because these organs also have the furin enzyme on their surface.

What about gain-of-function features related to asymptomatic spread and immune system evasion?

Since these two features would greatly increase the pandemic potential of a virus, governments and academic scientists have agreed not to conduct gain-of-function research in these areas.

Where does SARS2 come in?

SARS2 contains a protein called ORF8, so named because it is the eighth protein in the SARS2 genome. It is one of the only proteins that is not part of the finished virus or is involved in taking over the cellular machinery that makes new viruses. ORF8 is diabolical. It is made early after an infection before other viral proteins begin to be synthesized. At this point the cell is largely unaware it is infected and hasn't mounted any defenses. ORF8 enters the blood stream and interacts with the immune system, doing two things.

First, it blocks the production of interferon. Interferon has two important functions:

First, it is a blunt weapon against infections that is used early by the body to slow down an infection, allowing time for antibodies to be produced and T-cells to respond. And second, it produces the familiar symptoms of an infection: fever, chills, sweating, red skin. The symptoms of an infection are not directly from the microbe itself but are from the body's response to the presence of a microbe. Take interferon away and you have asymptomatic spread. I am aware of no other new respiratory virus that is asymptomatic when it first entered the human population. If you remember back to the early days of COVID, no one thought we could be missing infections because of lack of symptoms. We now know that 40% of COVID from the beginning was asymptomatic.

The other property of ORF8 is that it interferes with the immune system's process of making antibodies and teaching T-cells about the virus. This so-called MHC antigen presentation system is important for fighting infections. The AIDS virus is the poster child of viruses that become chronic infections because, among other things, it inhibits the normal immune system response. No one knew about ORF8 and these features when the vaccine target was being selected and so immunity from vaccination does not include inhibiting ORF8. Interestingly, in a natural infection your body recognizes ORF8 as a highly foreign protein and actually makes more antibodies against it than any other protein.

What does this have to do with gain-of-function research at the WIV?

Prior to 2019, the WIV had conducted extensive research on optimizing the ORF8 gene and its function and on creating a synthetic biology pathway for manipulating this protein and putting it in viruses in the laboratory. This work was found in two master theses from students at the WIV that were never translated from Mandarin nor did they ever lead to publications. They were in fact found online by a group of amateur investigators self-named DRASTIC. I have found no western virologist that was doing research on ORF8 before the pandemic.

Knowing from the beginning that SARS2 had these three genetic features, that is, an optimized receptor binding domain, the effects of the furin cleavage site on transmissibility and multi-organ affinity, and the properties of ORF8 would have significantly helped in reducing the pandemics impact for three reasons:

- Human-to-human spread was accruing from the beginning and did not have to be acquired slowly, like with SARS1. The world lost almost a month of response time while public health officials made pronouncements about lack of human-to-human spread;
- Rapid spread within the body because of the humanized furin cleavage site, beginning in the lungs but leading often to multi-organ attack, could have guided treatment to better outcomes;
- And finally, knowing that 40% of cases were asymptomatic and that vaccines might be improved by including immunizing against ORF8 could have been easily done and might have improved vaccine efficacy, as well as not missing early asymptomatic cases.

Has gain-of-function research been useful to the COVID19 response or other public health infectious disease emergencies?

In looking at the collected gain-of-function research over approximately two decades, I have found no findings that could reasonably be considered to have helped in either the COVID pandemic or other smaller epidemics. At this point we know that an mRNA vaccine can be designed within literally days of a new outbreak once the pathogen is sequenced, and large-scale manufacturing can begin soon thereafter. This capability has now been fully road tested and provides, in my opinion, the best defensive capability against future microbes.

It is also important to point out that gain-of-function research is a tiny sliver of all the research funded by NIH. Specifically, there were over 36,000 RO1 grants funded by NIH in 2020, the latest year with statistics. Of these, the self-described "gain-of-function on potential pathogens" research grants numbered only twenty-one in the latest funding year. Even expanding this by tenfold with a less stringent definition of gain-of-function would mean we are talking about less than 1% of all NIH research funding.

I cannot imagine a scenario where, but for this tiny research effort, a new pandemic occurs.

What reforms should be considered in order to assure that such research is conducted in a safe and transparent manner?

While I find no actual benefit of gain-of-function research, I believe efforts to ban it, given the vested interests of literally the entire virology community, and maybe others, is a hill too steep to climb. A proposal that I believe is achievable is the placement of all select agent research within the existing institutional review board structure used for human clinical trials. The requirement to explain the cost-benefit of a particular set of experiments to unaffiliated lay people and community members could place guardrails on the field and eliminate the most dangerous research. The argument that the research is too complex to explain to non-scientists fails when you point out that chimeric antigen receptor genetic engineering of the human immune system to fight cancer is routinely placed within the oversight of the IRB system. This research is arguably more complex than gain-of-function work. In addition, the IRB system is an international standard that is used everywhere, including in China.

My second reform is to separate the governmental oversight of this research from the funding agency. We have now documented the failure of the internal NIH system, the so-called P3CO, to provide adequate oversight. The model is atomic energy research, which is funded by the Department of Defense, but which is overseen by the Atomic Energy Commission.

My third suggestion is to place the western technology of biotechnology under export controls and monitoring. There are ways to build into these systems a forensic and law enforcement capability that could, for example, with probably cause and a court-issued warrant allow

What happens if we have these hearings, and nothing changes?

A significant part of my prepared statement is derived from the evidence that I and others have collected related to the pandemic that can be sourced from outside of the WIV. In a court of law much of this would be called circumstantial evidence. While sometimes circumstantial evidence is characterized as of inferior quality it certainly does not need to be. Murders can be solved when the weapon or even the victim cannot be found. Convictions based solely on such circumstantial evidence happen all the time. But my final statement is based on actual evidence from inside the WIV. Please show the next chart.

In December 2019 five bronchial lavage specimens were taken from patients in Wuhan and sent to the WIV for analysis. The patients had pneumonia and using a sequencing machine from a US company was used to identify SARS2. The paper that was written about these patients was quickly published the first week of February and this paper has been viewed millions of times. The WIV also published the raw data that came from the specimen as well. These samples were massively expanded, using a PCR like process, and ultimately yielded tens of millions of reads of genetic material.

We took these specimen reads and conducted a forensic analysis, making three observations:

- First, we confirmed they contained the SARS2 virus.
- Second, we identified 20 unexpected contaminants in the specimens that we suspected to be the inadvertent amplification of other research going on in the laboratory. Things not expected to be found in a human specimen like honey suckle genes or a horse virus. For 19 of the 20 unexpected contaminants, we then found published research from the previous two years, confirming that the lab had indeed been working on these unexpected genes. This also validated that our methods could detect covert research efforts.
- One contaminant was not accounted for in published papers. The chart shows this finding: a portion of the Nipah virus genome in a laboratory vector commonly used for synthetic biology.

The Nipah virus is a smaller virus than SARS2 and is much less transmissible. But it is one of the deadliest viruses, with a >60% lethality. This is 60-times deadlier than SARS2. The lab where the human specimens were processed is not the highest level biosafety lab, BSL-4, but was in the BSL-2 or -3 facility.

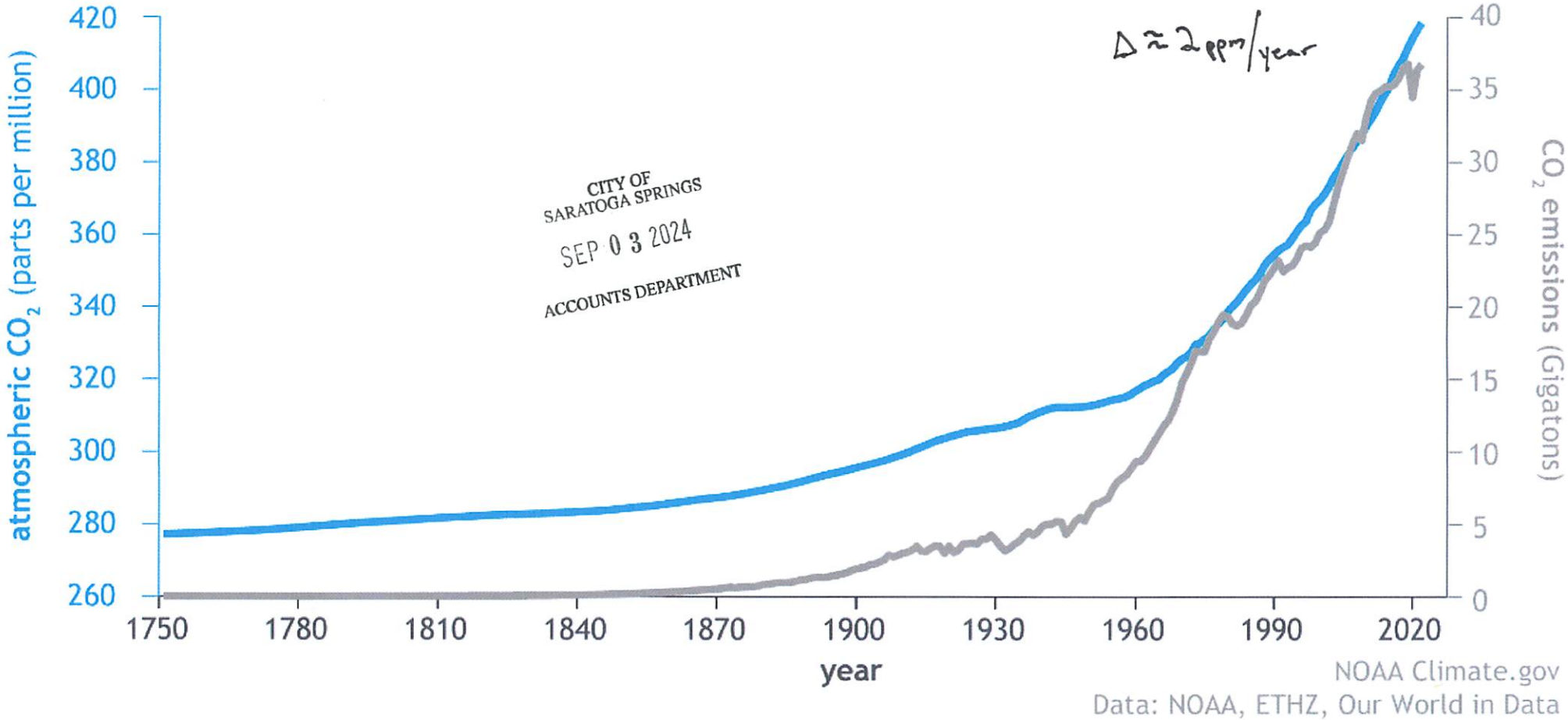
Why were they conducting synthetic biology research in December 2019 on the Nipah virus? I cannot speculate.

But a laboratory-acquired infection with a modified Nipah virus would make the COVID19 pandemic look like a walk in the park.

The work of this committee is critical to protecting the American people and, really, the world at large, from future manmade pandemics. Thank you for the opportunity to speak before this committee.

Climate.gov Media

Global atmospheric carbon dioxide compared to annual emissions (1751-2022)



File name: CO2_emissions_vs_concentrations_1751-2022.png | Original Resolution: 2000 × 1000
File Size: 47 KB (MIME Type: image/png) | Date Published: May 12, 2023

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Annual CO_2 emissions by world region

Emissions from fossil fuels and industry are included, but not land-use change emissions. International aviation and shipping are included as separate entities, as they are not included in any country's emissions.

Our World in Data

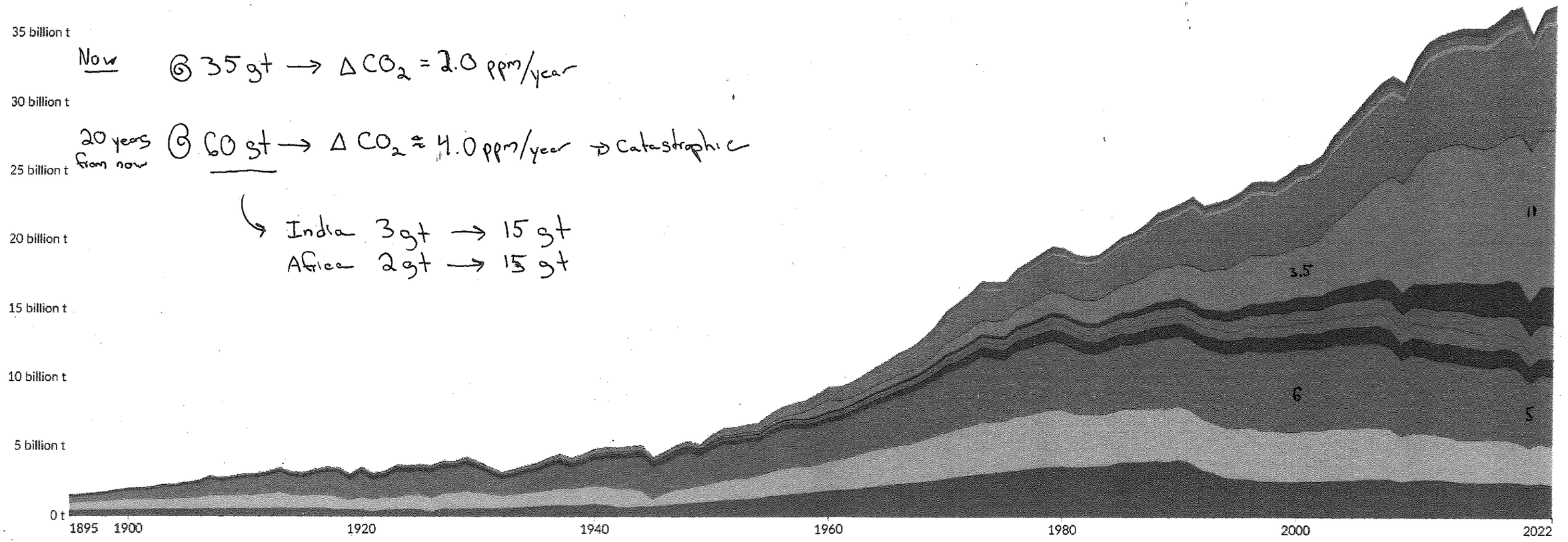
Table | Chart

Settings

Now ⓒ 35 gt → ΔCO_2 = 2.0 ppm/year

20 years from now ⓒ 60 gt → ΔCO_2 ≈ 4.0 ppm/year → Catastrophic

↳ India 3 gt → 15 gt
Africa 2 gt → 15 gt



Play time-lapse 1750 — 2022

Data source: Global Carbon Budget (2023) - Learn more about this data
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AGENDA ITEM NO. 6.2

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Accounts

ITEM TYPE: Consent Agenda

AGENDA SECTION: Consent Agenda

SUBJECT: Approval of 09/16/2024 Pre-Agenda Meeting Minutes

SUGGESTED ACTION:

ITEM ACTION: Consent Agenda

ITEM NOTES:

ATTACHMENTS:
20240916 Pre-Agenda City Council Meeting_Draft.pdf

September 16, 2024

CITY OF SARATOGA SPRINGS
City Council Pre-Agenda

City Council Room
474 Broadway
Saratoga Springs, New York
9:30 A.M.

PRESENT:	John Safford, Mayor Dillon Moran, Commissioner of Accounts Timothy Coll, Commissioner of Department of Public Safety
EXCUSED:	Minita Sanghvi, Commissioner of Finance
VACANY:	Commissioner of Public Works
STAFF PRESENT:	Joanne Kiernan, Deputy Mayor Heather Crocker, Deputy Commissioner of Finance Daniel Charleson, Deputy Commission of Public Works David Harper, City Attorney Tony Izzo, Assistant City Attorney
EXCUSED STAFF:	Stacy Connors, Deputy Commissioner, Accounts Joe O'Neill, Deputy Commissioner of Public Works

RECORDING OF PROCEEDING

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

CALL TO ORDER

Mayor Safford called the meeting to order at 9:30 a.m.

ROLL CALL

SALUTE TO FLAG

PUBLIC HEARING

Street Acceptance – Dartmouth Way

Attorney Izzo stated Mayor's Agenda Item #2 related to the land conveyance that included Dartmouth Way.

Amend the 2024 Capital Budget and Capital Program – Reduction of Project #1224

No additional comment.

PRESENTATION

Complete Streets Advisory Board 2025 Work Program

Mayor Safford stated Ken Grey would give the presentation on behalf of the Completes Streets Advisory Board.

CONSENT AGENDA

Approval of 08/06/2024 City Council Meeting Minutes
Approval of 08/19/2024 Pre-Agenda Meeting Minutes
Approval of 08/20/2024 City Council Meeting Minutes
Approval of 08/30/2024 Pre-Agenda Meeting Minutes
Approve Mid-Warrant 2024 – 24MWSEP1 $131,034.30
Approve Warrant – 24SEP2 $512,571.85
Approve Payroll 09/06/2024 $858,056.99
Approve Payroll 09/13/2024 $562,734.97
Approve Budget Transfers – Regular
Approve Budget Amendments – Regular

No additional comments.

PUBLIC COMMENT

David Buchan, Chairman of the Conservative Party, commented that Commissioner Moran was incorrect in a prior meeting when he stated Commissioner Golub was elected in a special election. Buchan commented that Commissioner Golub had been on the general election ballot until end of term. Buchan commented there were more than two (2) candidates on the general election ballot. Buchan recommended to the City Council to stop using the term special election for the remainder of term election.

Commissioner Moran commented there was no petitioning and was party line nominations for the special election. Moran stated a special election occurs when there is a vacancy of office. Moran stated 2.4 of the City Charter regarding vacancy – Moran read into the record a portion of Charter Chapter 2.4, *"In case of a vacancy caused by other than expiration of term, the Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurs. If the term of office of the officer vacating the office continues beyond the official year in which said vacancy occurs, a person shall be elected at a special election held after the occurrence of such vacancy to fill such vacancy for the remainder of the unexpired term."* Commissioner Moran stated that the Council did exactly that with the last special election for Commissioner of Department of Public Works.

EXECUTIVE SESSION

There was no Executive Session.

MAYORS DEPARTMENT

1. Discussion and Vote: Amend Capital Budget for the Recreation Department to Decrease the Playground and Facilities Project #1224 for the Funding that is no Longer Available

   Mayor Safford stated this item to correct the budgeting of money which had been expected to be received will not be received.

2. Discussion and Vote: Request for Mayor to Sign an Easement to City for Regatta View Subdivision

   Mayor Safford stated the item for vote is for several easements for Regatta View subdivision that had been approved by the Planning board for conveyance to the City for public use. Safford stated the first conveyance is for sidewalk easement in the area of Dyer Switch Road and Dartmouth Way. Safford stated the second is for the land in the street bed of Dartmouth Way. Safford stated the third conveyance to be granted to the City is an easement for a multi-use path along Union Avenue.

3. Discussion: Discussion on Appointment Process for Vacancy of DPW Commissioner

   Mayor Safford stated he wanted to know whether there were three (3) votes to appoint a committee for the vacancy of a Commissioner. Safford stated he'd like a discussion to have each department choose an appointment to the committee and to choose a Chair. Safford asked the Council if there were other suggestions.

   Commissioner Coll stated he felt the Council was waiting for the Board of Elections to comment about what the City's process is to be. Coll recommended a dual approach and start the committee process.

   Commissioner Moran stated he did not have a comment at the moment.

   Mayor Safford asked Commissioner Moran whether he thought there needs to be an appointment. Commissioner Moran stated that he absolutely felt there was reason for an appointment and there was a clause on vacancies. Moran stated a committee and appointment had been completed in a few weeks after the City's last vacancy. Moran stated it was for the Mayor to drive the bus.

   Mayor Safford stated he was asking if Moran would vote to set up a committee. Commissioner Moran asked whether the Mayor would vote for an election. Moran stated it would be best to have the larger conversation with Commissioner Sanghvi present. Safford stated he was looking to see if the Council could come up with a process to agree on, so the Council could move forward.

   Commissioner Moran stated it had been reported that the Mayor was preparing a resolution and that the Mayor needs to put something on paper to put in front of the Council to vote on and move the process forward.

ACCOUNTS DEPARTMENT

1. Business Milestones

   No additional comments.

2. Special Events

   No additional comments.

3. Discussion and Vote: Authorization to Pay Mullen Coughlin, LLC Invoice #82070 in the Amount of $2,827.50

   No additional comments.

4. Award of Bid: RFP 2024 -29 Legal Services to Harris Beach

Commissioner Moran stated the advice of the Purchasing Department to move the contract process forward is for each department have a separate contract. Moran stated the process described would work best for tracking requests and expenses for legal services. Moran stated the authority of legal services to the City sits under the Mayor's Office with the City Attorney.

Mayor Safford stated the contract did not change from the last contract and was not what was agreed upon. Commissioner Moran stated the bid contained a list of scope of services. Safford stated he would not agree to the contract listing general services. Safford stated that could lead to two different attorney opinions. Safford stated there is no clarity of the process. Moran stated there are many attorneys under contract with the City and there is not a process to access of any of them. Moran asked why he is required to provide a separate process to contact.

Commissioner Coll stated his understanding after the last meeting was the contract was to be for specialized contract work. Commissioner Moran stated that contract review was an immediate need, but there are many legal needs of the City that are not currently assessable.

Mayor Safford asked Commissioner Moran to explain the justification for the contract for his own department. Commissioner Moran stated the Accounts Department has contract reviews that are not occurring, contract that need to be redrawn, and the department has constant need for overview. Moran stated he would stop processing contracts for a month and see how that goes. Moran stated his staff covers for everybody else.

Mayor Safford stated that there was an agreement for contract services and stated if Commissioner Moran would like to update the contract to show contract services. Safford stated hen there would be something to talk about.

5. Discussion and Vote: Authorization for Mayor to Sign Contract with Harris Beach for Legal Services

Commissioner Moran stated the way the department will engage in legal service is for each department to make sure it is trackable and has accountability.

6. Discussion and Vote: Special Election Resolution

Commissioner Moran stated he feels it to be his responsibility to request a special election to be held. Moran stated a schedule will not be assembled until one is requested.

Mayor Safford stated the 90-day window has been closed for a November 5th election. Safford stated the new resolution has a date of December 31st.

Commissioner Moran stated to Mayor Safford that a question to the Board would not have been illegal to do and it has been prejudged what could have occurred prior to the November 5th election.

Commissioner Moran stated that a special election will need to occur outside of the general election. Moran stated there will be another vacancy by the first of the year, so it makes sense to have a special election before the end of the year.

Mayor Safford stated the first of the year is about 100-days from now. Safford stated there is history in the Charter, a referendum in 1982, that moved the City to state managed elections. Moran stated that the City moved from managing the election machine themselves to using the digital technology of the County system. Moran stated that move did not give up the City's desire to continue to fill vacancies with elections.

Mayor Safford stated the Charter does state the responsibility of elections rests in the Accounts Department. Moran stated with the 110-day window that this is the last opportunity to do what the Council was elected to do to put together the ability to appoint somebody. Mayor Safford stated it was up to the Accounts Department to do that. Moran stated he has been in conversation with City Attorney Harper, who agrees that the City has to have an election. Moran stated Harper also agreed that it is not Moran's choice to write a letter to the Board of Elections and request it scheduled. Moran stated the letter to the Board of Elections is an action to be taken by the Council which requires conversation.

Mayor Safford stated it was up to Commissioner Moran to lay out the format. Commissioner Moran stated the Board of Elections puts together the calendar and the Council has to request the calendar from the County.

Commissioner Coll stated he disagreed that the November 5th resolution was just an ask. Coll stated he doesn't believe the Council should be passing a resolution to ask for an election that is within the 90-day window when, Coll stated, it is known to be unlawful because military folks can't vote. Coll stated he was not an election expert, but that the information he is providing is what was proffered directly to him by the Board of Elections. Coll stated he had gone to the Board of Election and asked for advice and guidance.

Commissioner Coll stated the Council needs the advice from the Board of Elections and then set the election. Coll suggested that in the interim the Council should appoint the committee to appoint someone to fill the seat.

Commissioner Moran stated the ballot was finalized on September 11th. Moran stated up until the September 11th date any changes could have been made to the ballot. Moran stated nothing was sent out to the military until September 20th. Commissioner Coll stated there is a 90-day window requirement.

Commissioner Moran added an item to the Accounts Department Agenda at the beginning of the Accounts Department Agenda.

7. In Memoriam: Mark Straus

   Commissioner Moran stated Mr. Mark Straus passed away at the end of last week. Moran stated Mark Straus was an incredibly important person in the history of the City.

FINANCE DEPARTMENT

Deputy Commission Crocker presented the Finance Department Agenda.

1. Announcement: City Tax Update

   No additional comments.

2. Discussion and Vote: Authorization to Reimburse Employee #3409 in the amount of $22.78

   No additional comments.

3. Discussion and Vote: Authorization for Mayor to Sign Addendum #3 with Garnet River for Additional IT Staff Augmentation Hours in the amount of $8,000.00

   No additional comments.

4. Discussion and Vote: Resolution for Use of the Insurance Reserve Fund (Claim #FXH3236, Claim #FZD4908)

   Mayor Safford stated he will be asking for clarification as to why the City is paying money for an ongoing lawsuit. Deputy Commissioner Crocker stated she could consult with the Risk and Safety Director since they are most familiar with the insurance piece and the requests come through the Accounts Department.

5. Discussion and Vote: Resolution for Use of Insurance Reserve Fund (Claim #T2411314)

   Commissioner Moran stated he could speak to the item. Moran asked the Risk and Safety Director whether the settlement was for less than twenty-five thousand dollars ($25,000). Risk and Safety Director Rachael Capasso came to the microphone and stated the Mullen Coughlin claim is related to the City's cyber incident and is an ongoing investigation and not a settlement. Capasso stated she was available to discuss the other two (2) claim. Capasso stated one (1) of the claims was for the Planning Board and both are deductibles payable to Travelers due to being ongoing claims.

6. Discussion and Vote: Budget Transfers – Payroll & Benefits

   No additional comments.

7. Discussion and Vote: Budget Amendment – Capital

   No additional comments.

8. Discussion and Vote: Budget Amendment – Capital

   No additional comments.

9. Discussion and Vote: Budget Amendments – Fund Balance

   No additional comments.

10. Discussion and Vote: Budget Amendment – Insurance Reserve

    No additional comments.

Deputy Commissioner Crocker added an additional item to the Finance Agenda.

11. Discussion: The City's Budget

    No additional comments.

PUBLIC WORKS DEPARTMENT

Commissioner Moran presented the Public Works Department Agenda.

1. Discussion and Vote: Accept Donation from Sean Lynch in the amount of $1,225.00 for Bench Donation at 70 Putnam Street

   No additional comments.

2. Discussion and Vote: Street Acceptance – Dartmouth Way

Draft

No additional comments.

3. Discussion and Vote: Resolution – Agreements with NYS Department of Environmental Conservation and Niagara Mohawk Power Corporation Regarding the Old Red Spring Park and Adjacent Section of Excelsior Avenue

   No additional comments.

4. Discussion and Vote: Authorization for Mayor to Sign Contract Agreements with Niagara Mohawk Power Corporation and the NYSDEC Regarding Old Red Spring Park and Adjacent Section of Excelsior Avenue

   No additional comments.

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

   No additional comments.

6. Discussion and Vote: Authorization for Mayor to Sign Contract with Joe Johnson Equipment, LLC. for Pelican Dual Street Sweeper

7. Discussion and Vote: Special Election Resolution

   Commissioner Moran stated the reason for this item to appear on this agenda is because the men and women of the Department of Public Works deserve leadership. Moran stated their voice needs to heard on this issue. Moran stated if for some reason the Council is not able to come to an agreement during the Accounts Department Agenda, then the additional conversation may help get them to the finish line.

   Mayor Safford stated he will question why Commissioner Moran feels he can bring the item forward on the DPW agenda.

PUBLIC SAFETY DEPARTMENT

1. Announcement: Sentencing of Sebastian Mabb

   No additional comments.

2. Announcement: SSFD Awarded EMS Agency of the Year

   No additional comments.

3. Discussion and Vote: Authorization for the Mayor to Sign an Inter-Municipal Cooperation Agreement with the Town of Malta

   Commissioner Coll stated the agreement is for animal control services.

4. Discussion and Vote: Authorization for the Mayor to Sign a Contract with LaRosa's Automotive

   No additional comments.

5. Discussion and Vote: Authorization to Mayor to Sign an Agreement with Saratoga Hospital

   Commissioner Coll stated the agreement is for helipad transport with the fire department.

6. Discussion and Vote: Authorization to Reimburse Employee #161

Draft

No additional comments.

ADJOURNMENT

Commissioner Moran moved and Commissioner Coll seconded to adjourn the Pre Agenda Meeting at 10:01 a.m.

Ayes – 3 [Coll, Moran, Coll]
Nays – 0
Absent – 1 [Sanghvi]
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

Respectfully submitted,

Barbara Brindisi
Accounts Department Office Supervisor

Approved:
Vote:

Draft

CITY OF SARATOGA SPRINGS

Preliminary City Council Meeting
Monday, September 16, 2024 – 9:30 AM

City Council Room - First Floor

1. Public Hearing

    1.1 Announcement: Street Acceptance - Dartmouth Way
    2024_Street Acceptance_Dartmouth Way.pdf

    1.2 Announcement: Amend the 2024 Capital Budget and Capital Program - Reduction of Project #1224
    2016_Capital_Project_Playgrounds_and_Facilities_Revised_8.21.2024.pdf

2. Call To Order

3. Roll Call

4. Salute To Flag

5. Presentation

    5.1 Presentation: Complete Streets Advisory Board 2025 Work Program
    CSAB City Ccouncil Presentation 09.17.24.pptx

6. Consent Agenda

    6.1 Consent Agenda: Approval of 08/06/2024 City Council Meeting Minutes
    20240806 City Council Meeting Minutes_Draft.pdf

    6.2 Consent Agenda: Approval of 08/19/2024 Pre-Agenda Meeting Minutes
    20240819_Pre-Agenda Meeting Minutes_Draft.pdf

    6.3 Consent Agenda: Approval of 08/20/2024 City Council Meeting Minutes
    20240820_City Council Meeting Minutes_Draft.pdf

    6.4 Consent Agenda: Approval of 08/20/2024 City Council Meeting Minutes
    20240820_City Council Meeting Minutes_Draft.pdf

    6.5 Consent Agenda: Approval of 08/30/2024 Pre-Agenda Meeting Minutes
    20240830 Pre-Agenda City Council Meeting_Draft.pdf

    6.6 Consent Agenda: Approve Mid-Warrant 24MWSEP1 $131,034.30
    24MWSEP1 $131,034.30

    6.7 Consent Agenda: Approve Warrant 24SEP2 $611,002.85

24SEP2.pdf

6.8 Consent Agenda: Approve Payroll 08/30/2024 $512,571.85

6.9 Consent Agenda: Approve Payroll 09/06/2024 $858,056.99

6.10 Consent Agenda: Approve Payroll 09/13/2024 $562,734.97

6.11 Consent Agenda: Approve Budget Transfers - Regular
Budget Transfers - Regular, Consent Agenda (09.17.2024)

6.12 Consent Agenda: Approve Budget Amendments - Regular
Budget Amendments - Regular, Consent Agenda (09.17.2024)

7. Public Comment Period / 60 Minutes

8. Executive Session

9. Supervisors

9.1 Announcement:
1. Michele Madigan

Remarks

2. Matthew Veitch

Remarks

10. Mayor's Department

10.1 Discussion and Vote: Amend Capital Budget for the Recreation Department to decrease the playground and facilities project #1224 for the funding that is no longer available
2016 Capital Project Playgrounds and Facilities Revised 8.21.2024.pdf
2024.09.17 Capital Budget Amendment Playground and Facilities.pdf

10.2 Discussion and Vote: Request for Mayor to Sign an Easement to City for Regatta View Subdivision
Regatta View Sidewalk Easements.pdf

10.3 Discussion: Discussion on appointment process for vacancy of DPW Commissioner

11. Account's Department

11.1 Announcement: Business Milestones

11.2 Announcement: Special Events

11.3 Discussion and Vote: Authorization to Pay Mullen Coughlin, LLC Invoice #82070 in the Amount of $2,827.50
20240917_Mullen Coughlin_Inv_82070_$2,827.50_001.pdf

11.4 Award of Bid: RFP 2024-29 Legal Services to Harris Beach
2024-29 AOB_Legal Services_Harris Beach 20240912.pdf

11.5 Discussion and Vote: Authorization for Mayor to Sign Contract with Harris Beach for Legal Services

2024_Contract 2024-29_Harris Beach 20240912.pdf

11.6 Discussion and Vote: Resolution: Special Election Resolution

Special Election_Accordance_Charter_Section 2.4_Vacancy Resolution.pdf

12. Finance Department

12.1 Announcement: City Finance Update

12.2 Discussion and Vote: Authorization to Reimburse Employee #3409 in the amount of $22.78

Employee 3409 Reimbursement.pdf

12.3 Discussion and Vote: Authorization for Mayor to Sign Addendum #3 with Garnet River for Additional IT Staff Augmentation Hours in the amount of $8,000.00

Addendum #3 - Garnet River, Part Exec

Garnet River Quote - Additional JA Staff Augmentation Hours $8,000.00 (Quote #2024090801)

Addendum #1, Garnet River (07.03.2024)

Addendum #2, Garnet River (08.06.2024)

Garnet River COI (through 07.01.2025).

12.4 Discussion and Vote: Resolution for Use of the Insurance Reserve Fund *(Claim #FXH3236, Claim #FZD4908)*

Resolution Use of Insurance Reserve Fund - Travelers $8,614.50 (09.17.2024).pdf

12.5 Discussion and Vote: Resolution for Use of Insurance Reserve Fund *(Claim #T2411314)*

Resolution Use of Insurance Reserve Fund - Mullen Coughlin LLC $2,827.50 (09.17.2024).pdf

12.6 Discussion and Vote: Budget Transfers - Payroll & Benefits

Budget Transfers - Payroll & Benefits, Finance Agenda (09.17.2024)

12.7 Discussion and Vote: Budget Amendments - City Center

Budget Amendments - City Center, Finance Agenda (09.17.2024)

12.8 Discussion and Vote: Budget Amendment - Capital

Budget Amendment - Capital, Finance Agenda (09.17.2024)

12.9 Discussion and Vote: Budget Amendments - Fund Balance

Budget Amendments - Fund Balance, Finance Agenda (09.17.2024)

12.10 Discussion and Vote: Budget Amendments - Insurance Reserve

Budget Amendments - Insurance Reserve, Finance Agenda (09.17.2024)

13. Public Works Department

13.1 Discussion and Vote: Accept Donation from Sean Lynch in the amount of $1,225.00 for Bench Donation at 70 Putnam Street

13.2 Discussion and Vote: Street Acceptance - Dartmouth Way
2024_Street Acceptance_Dartmouth Way.pdf

13.3 Discussion and Vote: Resolution: Agreements with NYS Department of Environmental Conservation and Niagara Mohawk Power Corporation Regarding the Old Red Spring Park and Adjacent section of Excelsior Avenue
Old Red Spring Resolution.pdf

13.4 Discussion and Vote: Authorization for Mayor to Sign Agreements with Niagara Mohawk Power Corporation and the NYSDEC Regarding Old Red Spring Park and Adjacent Section of Excelsior Avenue
Environmental Management_Access_Agreement.pdf
Excelsior Ave_Declaration_Covenants-Restriction_Env._Easement.pdf
NiMo_Old Red Spring Property Use Restriction Agreement_8.28.24.pdf
Excelsior Ave_Proposed_NYS Transfer Form.pdf
Old Red Spring_Proposed_NYS Tranfer Form.pdf

13.5 Discussion and Vote: Authorization for the Mayor to Sign Contract with Morton Salt, Inc. for Road Rock Salt
Morton Salt Agenda Package- Final.pdf

13.6 Discussion and Vote: Authorization for Mayor to Sign Contract with Joe Johnson Equipment, LLC. for Pelican Dual Street Sweeper
Updated_20240912_Joe Johnson Sweeper Agenda Package Final.pdf

13.7 Discussion and Vote: Resolution: Special Election Resolution
Special Election_Accordance_Charter_Section 2.4_Vacancy Resolution.pdf

14. Public Safety Department

14.1 Announcement: Sentencing of Sebastian Mabb

14.2 Announcement: SSFD awarded EMS Agency of the Year

14.3 Discussion and Vote: Authorization for the Mayor to sign an Intermunicipal Cooperation Agreement with the Town of Malta
Intermunicipal Agreement Town of Malta - Animal Control Services.pdf
Insurance for Malta.pdf

14.4 Discussion and Vote: Authorization for the Mayor to sign a contract with LaRosa's Automotive
LaRosa's Automotive Contract.pdf
Budget Transfers and Amendments 9.11.2024.pdf
LaRosa's SOLE SOURCE LETTER 9 12 2024.pdf

14.5 Discussion and Vote: Authorization for the Mayor to sign an Agreement with Saratoga Hospital
SSFD Helipad Transport Agreement.pdf

14.6 Discussion and Vote: Authorization to reimburse employee #161
Employee #161 Reimbursement.pdf

15. Adjourn

AGENDA ITEM NO. 6.3

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Accounts

ITEM TYPE: Consent Agenda

AGENDA SECTION: Consent Agenda

SUBJECT: Approval of 09/17/2024 City Council Meeting Minutes

SUGGESTED ACTION:

ITEM ACTION: Consent Agenda

ITEM NOTES:

ATTACHMENTS:
20240917_City Council Meeting Minutes_Draft.pdf

CITY OF SARATOGA SPRINGS

City Council Meeting
Tuesday, September 17, 2024 – 7:00 PM

City Council meets in Council Room 1st Floor

1. Public Hearing

    1.1 Public Hearing: Street Acceptance - Dartmouth Way
    2024_Street Acceptance_Dartmouth Way.pdf

    1.2 Public Hearing: Amend the 2024 Capital Budget and Capital Program - Reduction of Project #1224

2. Call To Order

3. Roll Call

4. Salute To Flag

5. Presentation

    5.1 Presentation: Complete Streets Advisory Board 2025 Work Program
    CSAB City Ccouncil Presentation 09.17.24.pptx

6. Consent Agenda

    6.1 Consent Agenda: Approval of 08/06/2024 City Council Meeting Minutes
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    6.2 Consent Agenda: Approval of 08/19/2024 Pre-Agenda Meeting Minutes
    20240819_Pre-Agenda Meeting Minutes_Draft.pdf

    6.3 Consent Agenda: Approval of 08/20/2024 City Council Meeting Minutes
    20240820_City Council Meeting Minutes_Draft.pdf

    6.4 Consent Agenda: Approval of 08/30/2024 Pre-Agenda Meeting Minutes
    20240830 Pre-Agenda City Council Meeting_Draft.pdf

    6.5 Consent Agenda: Approve Mid-Warrant 24MWSEP1 $131,034.30
    24MWSEP1 $131,034.30

    6.6 Consent Agenda: Approve Warrant 24SEP2 $611,002.85
    24SEP2.pdf

    6.7 Consent Agenda: Approve Payroll 08/30/2024 $512,571.85

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Budget Transfers - Regular, Consent Agenda (09.17.2024)

6.11 Consent Agenda: Approve Budget Amendments - Regular
Budget Amendments - Regular, Consent Agenda (09.17.2024)

7. Public Comment Period / 60 Minutes

8. Executive Session

9. Supervisors

9.1 Announcement:
1. Michele Madigan

Update County Board of Supervisors meeting

2. Matthew Veitch

Update: NYSAC Fall Conference 9/9-9/11

10. Mayor's Department

10.1 Discussion and Vote: Amend Capital Budget for the Recreation Department to decrease the playground and facilities project #1224 for the funding that is no longer available
2016 Capital Project Playgrounds and Facilities Revised 8.21.2024.pdf
2024.09.17 Capital Budget Amendment Playground and Facilities.pdf

10.2 Discussion and Vote: Request for Mayor to Sign an Easement to City for Regatta View Subdivision
Regatta View Sidewalk Easements.pdf

10.3 Discussion and Vote: Resolution Creating Commissioner of Public Works Interview Committee
RESOLUTION committee recommend Comm DPW temp .pdf

11. Account's Department

11.1 Announcement: In Memoriam: Mark Straus

11.2 Announcement: Business Milestones

11.3 Announcement: Special Events

11.4 Discussion and Vote: Authorization to Pay Mullen Coughlin, LLC Invoice #82070 in the Amount of $2,827.50
20240917_Mullen Coughlin_Inv_82070_$2,827.50_001.pdf

11.5 Award of Bid: RFP 2024-29 Legal Services to Harris Beach
2024-29 AOB_Legal Services_Harris Beach 20240912.pdf

11.6 Discussion and Vote: Authorization for Mayor to Sign Contract with Harris Beach for Legal Services
2024_Contract_2024-29_Harris Beach 20240916.pdf

11.7 Discussion and Vote: Resolution: Special Election Resolution
Special Election_Accordance_Charter_Section 2.4_Vacancy Resolution.pdf

12. Finance Department

12.1 Announcement: City Tax Update

12.2 Discussion and Vote: Authorization to Reimburse Employee #3409 in the amount of $22.78
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12.3 Discussion and Vote: Authorization for Mayor to Sign Addendum #3 with Garnet River for Additional IT Staff Augmentation Hours in the amount of $8,000.00
Addendum #3 - Garnet River, Part Exec
Garnet River Quote - Additional JA Staff Augmentation Hours $8,000.00 (Quote #2024090801)
Addendum #1, Garnet River (07.03.2024)
Addendum #2, Garnet River (08.06.2024)
Garnet River COI (through 07.01.2025).

12.4 Discussion and Vote: Resolution for Use of the Insurance Reserve Fund *(Claim #FXH3236, Claim #FZD4908)*
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12.5 Discussion and Vote: Resolution for Use of Insurance Reserve Fund *(Claim #T2411314)*
Resolution Use of Insurance Reserve Fund - Mullen Coughlin LLC $2,827.50 (09.17.2024).pdf

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Budget Transfers - Payroll & Benefits, Finance Agenda (09.17.2024)

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Budget Amendments - City Center, Finance Agenda (09.17.2024)

12.8 Discussion and Vote: Budget Amendment - Capital
Budget Amendment - Capital, Finance Agenda (09.17.2024)

12.9 Discussion and Vote: Budget Amendments - Fund Balance
Budget Amendments - Fund Balance, Finance Agenda (09.17.2024)

12.10 Discussion and Vote: Budget Amendments - Insurance Reserve
Budget Amendments - Insurance Reserve (Updated), Finance Agenda (09.17.2024)

12.11 Discussion: 2025 Budget

13. Public Works Department

13.1 Discussion and Vote: Accept Donation from Sean Lynch in the amount of $1,225.00 for Bench Donation at 70 Putnam Street

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13.3 Discussion and Vote: Resolution: Agreements with NYS Department of Environmental Conservation and Niagara Mohawk Power Corporation Regarding the Old Red Spring Park and Adjacent section of Excelsior Avenue
Old Red Spring Resolution.pdf

13.4 Discussion and Vote: Authorization for Mayor to Sign Agreements with Niagara Mohawk Power Corporation and the NYSDEC Regarding Old Red Spring Park and Adjacent Section of Excelsior Avenue
Environmental Management_Access_Agreement.pdf
Excelsior Ave_Declaration_Covenants-Restriction_Env._Easement.pdf
Excelsior Ave_Proposed_NYS Transfer Form.pdf
Old Red Spring_Proposed_NYS Tranfer Form.pdf
NiMo_Old Red Spring Property Use Restriction Agreement_For City Signature_9.12.24_Updated 20240916.pdf

13.5 Discussion and Vote: Authorization for the Mayor to Sign Contract with Morton Salt, Inc. for Road Rock Salt
Morton Salt Agenda Package- Final.pdf

13.6 Discussion and Vote: Authorization for Mayor to Sign Contract with Joe Johnson Equipment, LLC. for Pelican Dual Street Sweeper
Updated_20240912_Joe Johnson Sweeper Agenda Package Final.pdf

13.7 Discussion and Vote: Resolution: Special Election Resolution
Special Election_Accordance_Charter_Section 2.4_Vacancy Resolution.pdf

14. Public Safety Department

14.1 Announcement: Sentencing of Sebastian Mabb

14.2 Announcement: SSFD awarded EMS Agency of the Year

14.3 Discussion and Vote: Authorization for the Mayor to sign an Intermunicipal Cooperation Agreement with the Town of Malta
Intermunicipal Agreement Town of Malta - Animal Control Services.pdf
Insurance for Malta.pdf

14.4 Discussion and Vote: Authorization for the Mayor to sign a contract with LaRosa's Automotive
LaRosa's Automotive Contract.pdf
Budget Transfers and Amendments 9.11.2024.pdf
LaRosa's SOLE SOURCE LETTER 9 12 2024.pdf

14.5 Discussion and Vote: Authorization for the Mayor to sign an Agreement with Saratoga

Hospital

SSFD Helipad Transport Agreement.pdf

14.6 Discussion and Vote: Authorization to reimburse employee #161

Employee #161 Reimbursement.pdf

15. Adjourn

CITY OF SARATOGA SPRINGS

City Council Meeting
Tuesday, September 17, 2024 – 7:00 PM

City Council meets in Council Room 1st Floor

PRESENT:	John Safford, Mayor Dillon Moran, Commissioner of Accounts Timothy Coll, Commissioner of Public Safety Minita Sanghvi, Commissioner of Finance
VACANT:	Commissioner of Public Works
STAFF PRESENT:	Joanne Kiernan, Deputy Mayor Daniel Charleson, Deputy Commissioner of Public Safety Heather Crocker, Deputy Commissioner of Finance David Harper, City Attorney Anthony Izzo, Assistant City Attorney
STAFF EXCUSED:	Stacy Connors, Deputy Commissioner of Accounts Joseph O'Neill, Deputy Commissioner of Public Works

RECORDING OF PROCEEDINGS

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.

1. PUBLIC HEARING

1.1 Public Hearing: Street Acceptance - Dartmouth Way

Mayor Safford opened the public hearing at 7:01 P.M.

Sam Brewer of Lake Avenue appeared before the City Council and stated concerns with gaining access and notifications for the agenda and public hearings. Brewer requested the City website be adjusted to be more accommodating for the public.

Mayor Safford closed this public hearing at 7:04 P.M.

1.2 Public Hearing: Amend the 2024 Capital Budget and Capital Program - Reduction of Project #1224

Mayor Safford opened the public hearing at 7:04 P.M.

Sam Brewer of Lake Avenue appeared before the City Council and asked what the allotment allocation elimination magnitude for this project and does this project have any effect on the Capital Plan.

Deputy Mayor Keirnan clarified that this project was done, but the grant was never received.

Mayor Safford stated that this amendment is being done to remove this matter off the books.

Mayor Safford closed the public hearing at 7:06 P.M.

2. CALL TO ORDER

Mayor Safford called the meeting to order at 7:06 P.M.

3. ROLL CALL

4. SALUTE THE FLAG

5. PRESENTATION

5.1 Presentation: Complete Streets Advisory Board 2025 Work Program

Ken Grey and Ted Orison appeared before the City Council and presented the Complete Streets Advisory Board 2025 Work Program. (Presentation attached to the agenda and the minutes.)

During the presentation Commissioner Sanghvi stated that the City of Saratoga Springs will need to contribute $60,000.00 in order to receive the $300,000.00 grant for Crescent Avenue and questioned what this $360,000.00 will do for this project.

Ken Grey stated that the complete streets budget is enough to jump start the project but does not have the exact figures regarding Crescent Avenue.

Moran stated that any gaps in funding this project would be covered with CHIPS funding.

Deputy Mayor Kiernan stated that a meeting was held involving the Mayor's Office, the Planning Department and the Department of Public Works to create a plan for the Crescent Street project before accepting the grant. Keirnan stated that due to this being a county street they will meet again with Saratoga County to discuss the matter further. Kiernan stated that the $60,000 was requested in the Capital Budget.

Supervisor Veitch clarified that county policies states that any improvements done on a county street is paid for by the municipality.

Ken Grey spoke on the requested change of the city speed limit to 25 mph and stated that the estimated amount for the engineering study to be less than $25,000.00.

Commissioner Coll stated that this study would encompass the entire city and believes that estimate is not accurate.

Ted Orison during the presentation discussed the importance of decreasing the speed of the road where Treehouse Brewery is being build. Commissioner Coll commented at the end of the presentation that Treehouse Brewery has no intention to lower the speed limit and that is currently being appealed.

6. CONSENT AGENDA

6.1 Consent Agenda: Approval of 08/06/2024 City Council Meeting Minutes

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6.2 Consent Agenda: Approval of 08/19/2024 Pre-Agenda Meeting Minutes
6.3 Consent Agenda: Approval of 08/20/2024 City Council Meeting Minutes
6.4 Consent Agenda: Approval of 08/30/2024 Pre-Agenda Meeting Minutes
6.5 Consent Agenda: Approve Mid-Warrant 24MWSEP1 $131,034.30
6.6 Consent Agenda: Approve Warrant 24SEP2 $611,002.85
6.7 Consent Agenda: Approve Payroll 08/30/2024 $512,571.85
6.8 Consent Agenda: Approve Payroll 09/06/2024 $858,056.99
6.9 Consent Agenda: Approve Payroll 09/13/2024 $562,734.97
6.10 Consent Agenda: Approve Budget Transfers - Regular
6.11 Consent Agenda: Approve Budget Amendments - Regular

Mayor Safford moved and Commissioner Moran seconded to accept the consent agenda.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

7. PUBLIC COMMENT PERIOD / 60 MINUTES

Schafer Gaston of Andrews Street in Saratoga Springs appeared before the City Council and stated that the Department of Public Works needs a Commissioner and the process to appoint and elect for the vacancy is very clear.

William McGilworth, currently residing in Corinth appeared before the City Council and apologized about discussing federal level politics during the last City Council Meeting. McGilworth requested zoning review tiny houses as a way to tackle homelessness and the discussed the importance of working with this community.

Matt of Saratoga Springs appeared before the City Council and discussed the homelessness, the cost of housing and diversity of Saratoga Springs.

Benjamin Norford of Oak Street in Saratoga Springs appeared before the City Council and stated that his primary form of transportation is a bicycle and stated how important the complete street project is for the City of Saratoga Springs.

Otis Maxwell of Saratoga Springs appeared before the City Council and read from and editorial from the Times Union dated September 9, 2024 regarding filing the vacancy for the Commissioner of the Department of Public Works and the importance of resolving this matter so Public Works department function properly.

Alice Smith of Woodlawn Court in Saratoga Springs appeared before the City Council and urged the City Council to set an election date for the Commissioner of the Department of Public Works.

Bill of Saratoga Springs appeared before the City Council and questioned if the complete streets project is going to address pedestrian safety, parking or truck traffic.

Mary Beth Delarm of Saratoga Springs appeared before the City Council and stated concern about the law firm used by Commissioner Moran and his decorum during meetings.

Christine Grecko of Saratoga Springs appeared before the City Council and stated people deemed “weirdos” make people uncomfortable and society suppresses these people. Grecko stated due to

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this suppression these people deemed “weirdos” lash out. Grecko urged people who are deemed “weirdos” to just be themselves and over time there will be acceptance.

Debbie McGilworth, residing in Corinth, appeared before the City Council and discussed her recent experience with traveling around the City of Saratoga Springs by foot and cab due to her vehicle needing repairs.

Sam Brewer of Lake Avenue in Saratoga Springs appeared before the City Council and advised that City Council that a plan of action for the City of Saratoga Springs should be created to prepare for any future pandemics.

Tula Usuljaglu of Lake Avenue in Saratoga Springs appeared before the City Council and stated that the previous appointment and special election for the vacancy in for the Commissioner of the Department of Public Works seem to go smoothly and does not understand why there should be any concerns regarding the current proposed special election for the Commissioner of Public Works.

David Buchyn, Chairman of the Saratoga Conservative Party, appeared before the City Council and stated that the deadline was missed for the general election and that no special election has been held since 2009. Buchyn stated per the City Charter the Commissioner of Accounts is supposed to create a time table for the election. Buchyn stated that this election needs to be planned out and all factors taken into consideration such as overseas ballots, primaries and caucuses.

Taryn Matusik of Saratoga Springs appeared before the City Council and stated that the short term rentals still continue next to her home. Matusik stated serval questions about the laws and policies regarding short term rentals.

Commissioner Moran stated that he would reach out to Taryn Matusik and assist in answering those questions. Commissioner Coll added that he would coordinate with Commissioner Moran and assist in answering questions as well.

Commissioner Coll read from a letter sent by the New York State Board of Elections that under state law the date by which vacancies must to occur to be on the November general election ballot in that same year was August 5, 2024. Commissioner Golub resigned after that date so it is clear that he cannot be put on the ballot.

Commissioner Sanghvi responded to the speakers by stating that filling the Commissioner of Public Works vacancy is important and urge the City Council to hold a special election. Sanghvi asked Commissioner Coll if those donations from the collection boxes are being tracked. Sanghvi also responded to the letter read by Commissioner Coll and stated that the letter also indicates that for any questions regarding the application of State Law as it relates to municipal powers as it relates to this context you may wish to seek an opinion from the New York State Attorney General’s Appeals and Opinions Bureau.

Commissioner Coll stated RISE and SOS has the ability to and will provide those numbers at a later date.

Commissioner Moran stated that the City will follow the City Charter and follow the rules in order to appoint and elect the new Commissioner of Public Works. Moran reminded the City Council and participants that former Department of Public Works Jason Golub ran in a special election.

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Commissioner Coll stated that he supports a fair and lawful election, subject to the City Attorney's written opinion stating that it is being done lawfully.

8. EXECUTIVE SESSION

No executive session. No Additional comments.

9. SUPERVISORS

9.1 Announcement:

1. Michele Madigan

Update County Board of Supervisors meeting

Supervisor Madigan stated she was not able to attend the County Board Meeting held today due to a technical issue with her vehicle, but twenty-one items were passed during that meeting.

2. Matthew Veitch

Update: NYSAC Fall Conference 9/9-9/11

Supervisor Veitch stated that several resolutions passed during the meeting and discussed a presentation involving a K9 unit that can detect cell phones and other forms of technology that people may try to hide from law enforcement.

10. MAYOR'S DEPARTMENT

10.1 Discussion and Vote: Amend Capital Budget for the Recreation Department to decrease the playground and facilities project #1224 for the funding that is no longer available

Mayor Safford moved and Commissioner Coll seconded to amend Capital Budget for the Recreation Department to decrease the playground and facilities project #1224 for the funding that is no longer available.

Commissioner Moran stated that the total amount is $195,465.00.

Mayor Safford - Aye
Commissioner Moran - Aye
Commissioner Sanghvi - Aye
Commissioner Coll - Aye
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

10.2 Discussion and Vote: Request for Mayor to Sign an Easement to City for Regatta View Subdivision

Mayor Safford moved and Commissioner Sanghvi seconded to request for Mayor to Sign an Easement to City for Regatta View Subdivision.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.

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Council Vacancy – Commissioner of Department of Public Works

10.3 Discussion and Vote: Resolution Creating Commissioner of Public Works Interview Committee

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK

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

WHEREAS, Jason Golub recently resigned from his elected office as Commissioner of Public Works; and

WHEREAS, Section 2.4 of the City Charter provides that when a vacancy in elective office occurs other than by expiration of term, the City Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurred; and

WHEREAS, while Section 2.4 does not establish standards or procedures for the Council to adhere to when temporarily filling such a vacancy, the Council finds that it is in the public interest to create a process that invites qualified candidates to be interviewed and fairly considered. Section 2.2 of the City Charter provides that the Council may create such ad hoc committees and appoint members thereto as deemed necessary in the public interest,

NOW, THEREFORE the Council hereby resolves as follows:

1. This Council shall create a committee for the purpose of interviewing candidates for the temporary appointment to the position of Commissioner of Public Works, as such temporary appointment is authorized by City Charter Section 2.4.
2. The committee shall consist of four (4) members and one (1) Chair. The Mayor and the Commissioners of Finance, Public Safety and Accounts shall each appoint one member. The Mayor shall designate the Chair, and the Chair shall have the administrative powers to call, schedule, organize, and conduct meetings, to request information from city staff, and to cause minutes to be taken and kept.
3. The committee shall be advisory only, and shall have no authority to exercise any of the powers of the City government. At the end of its review of all candidates deemed qualified, the committee shall make a recommendation to the Council as to the person best qualified for the appointment. The Council shall not be bound by the committee's recommendation.
4. The committee's meetings shall be open to the public, however, there shall be no public comment taken during the meetings. The public shall be invited to provide comments in writing or electronically at any time.
5. The committee's responsibilities and its authority shall end when it makes its recommendation to the Council.

Mayor Safford moved and Commissioner Coll seconded to create a Commissioner of Public Works Interview Committee.

Mayor Safford stated the committee shall consist of 4 members chosen by the commissioners and mayor, also the mayor shall designate the chair. Safford stated the committee will conduct the interviews and provide recommendation to the City Council on which qualified candidate to appoint. Safford urged the City Council to pass this resolution.

Commissioner Sanghvi disagreed and stated that this should not be passed until there is an election date for this vacancy. Sanghvi recommends this item is moved to the next City Council Meeting in order to have more time to review the resolution.

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Commissioner Coll stated that at the Pre-Agenda Meeting that the City Council should take a dual track approach by creating the committee and setting a date for the special election subject to a clear legal written opinion from the City Attorney that the election is lawful and compliant with New York State Board of Elections.

Commissioner Moran stated that setting a date for the special election is critical step that the City Council needs to take.

Assistant City Izzo appeared before the City Council and referenced 12.31 section 5 of the public officer law indicating a holdover provision for appointed officials.

Commissioner Moran referenced under section 42.5 of election law if the vote to appoint a candidate by the City Council results in a 2 – 2 tie then the Governor can set a date for a special election.

Commissioner Sanghvi respectfully requested this item be tabled until the next City Council Meeting.

Mayor Safford pulled this item.

11. ACCOUNTS DEPARTMENT

11.1 Announcement: In Memoriam: Mark Straus

Commissioner Moran stated that inn lieu of business milestones, Commissioner Moran would like to acknowledge Mr. Mark Straus, a Saratoga Springs business owner who passed over the weekend. Commissioner Moran stated that Mark Straus and will be greatly missed. Moran stated that Mark Straus was a founding member of the Saratoga Springs Preservation Foundation. Moran added that the Foundation is grateful for Mark Straus' early commitment to the preservation and its role in its role in revitalizing our community. Moran stated that services will be held on September 24, 2024 at Tunison Funeral Home from 6:00 P.M. to 8:00 P.M.

11.2 Announcement: Business Milestones

No Additional comments.

11.3 Announcement: Special Events

Commissioner Moran announced that the Second Sunday Market will be held the second Sunday through October in Congress Park from 9:00 A.M. to 1:00 P.M. with artists, handmade creators, and vintage sellers.

Commissioner Moran announced that the Wellspring Pooch Parade will be held on Saturday September 21st in Congress Park from 10:00 A.M. to 11:00 A.M. Moran stated that this annual event helps raise awareness and funds for Wellspring's Safe Pet Partnership Program.

Commissioner Moran announced that the Bugs Boston Terrier Parade will be held Sunday September 22nd starting in Congress Park at 10:30 A.M. to 11:30 A.M. Moran stated this fundraising walk supports the Northeast Boston Terrier Rescue.
Commissioner Moran announced that the A Big Gay Market will be held Sunday September 22nd at the High Rock Park Pavilions at 11:00 A.M. and 3:00 P.M. Moran stated this is a designated, intentional and affirmative space for LGBTQI+ individuals. The Arts & Crafts Market aims to benefit Camp Uni-rondack's Queer Youth Advocacy Retreat.

Commissioner Moran announced that FARM-AID will be held at SPAC on September 17, 2024.

Commissioner Moran announced that a private firework display will be held Saturday September 21st at 9:45 P.M. to 10:00 P.M. at the Saratoga Golf and Polo Club at 301 Church Street. Moran stated this is a notification for those that live in the neighboring residential area that have pets or are noise adverse. Moran stated the display is private, so no public entry to the ground will be permitted, but will be heard and visible to those in the surrounding area.

11.4 Discussion and Vote: Authorization to Pay Mullen Coughlin, LLC Invoice #82070 in the Amount of $2,827.50

Commissioner Moran stated that this invoice is for a retention payment for the I.T. cyber incident at City Hall in June 2024 and has been approved by Risk & Safety for payment.

Commissioner Moran moved and Commissioner Sanghvi seconded to authorize the payment to Mullen Coughlin, LLC. for invoice #82070 in the amount of $2,827.50.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

11.5 Award of Bid: RFP 2024-29 Legal Services to Harris Beach

Commissioner Moran moved and Commissioner Sanghvi seconded to Award the Bid for legal services to Harris Beach in the amount not to exceed the hourly bid rates per the award as attached.

Mayor Safford stated concern about this process leading to dueling attorney opinions.

Commissioner Coll stated receipt of a recent email from City Attorney Harper stating that the City Attorney's Office does not believe outside legal services are needed.

Commissioner Moran stated contracts will need to be renewed and when that happens if there is not sufficient legal assistance required for approving these contracts the process will not move forward.

Commissioner Sanghvi suggested pulling this item until the next City Council Meeting.

Commissioner Moran pulled this item.

11.6 Discussion and Vote: Authorization for Mayor to Sign Contract with Harris Beach for Legal Services

Commissioner Moran pulled this item.

11.7 Discussion and Vote: Resolution: Special Election Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARA TOGA SPRINGS REQUESTING A SPECIAL ELECTION TO BE HELD IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY CHARTER SECTION 2.4 REGARDING VACANCIES

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WHEREAS, City Charter Section 2.4 states that, "A vacancy in an elective office shall exist upon the death of the incumbent, the incumbent's resignation or removal from office, or occurrence of events specified in § 30 of New York State Public Officers Law; and

WHEREAS, former Commissioner of Public Works, Jason Golub resigned his position effective August 16, 2024 thereby creating a vacancy; and

WHEREAS, the City Charter Section 2.4 further states that, "In case of a vacancy caused by other than expiration of term, the Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurs. If the term of office of the officer vacating the office continues beyond the official year in which said vacancy occurs, a person shall be elected at a special election held after the occurrence of such vacancy to fill such vacancy for the remainder of the unexpired term"; and

WHEREAS, the City Charter Section 4.4.1 states that year ends on December 31; and

WHEREAS, the City Council can only appoint a person to fill the vacancy until December 31, 2024; and

WHEREAS, it is in the best interest of the department of public works and the City of Saratoga Springs that the vacancy be filled until the end of the term ending December 31, 2025;

NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF SARATOGA SPRINGS:

1. Requests that the Special Election be held before December 31, 2024 to prevent an additional vacancy from occurring after December 31, 2024.

Commissioner Coll moved and Mayor Safford seconded to adopt the resolution for a special election in accordance with the City Charter Section 2.4 – Vacancy to add ", subject to advice from our City Attorney indicating a special election is lawful and in accordance with New York State Law".

Mayor Safford stated that is asking for costs and timeline for a special election and for the City Attorneys to review the legality of the special election.

Ayes - 0
Nays - 4 [Safford, Sanghvi, Moran, Coll]
Motion failed.
Council Vacancy – Commissioner of Department of Public Works

Commissioner Coll moved and Commissioner Moran seconded to adopt the resolution for a special election in accordance with the City Charter Section 2.4 – Vacancy amended to read "1. Requests that the Special Election be held before December 31, 2024 to prevent an additional vacancy from occurring after December 31, 2024, or as soon as practical.
2. Subject to advice from our City Attorney by October 1, 2024 indicating that the special election is lawful and in accordance with New York State Law; this advice will be provided to the City Council by October 1, 2024."

Ayes - 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12. FINANCE DEPARTMENT

12.1 Announcement: City Tax Update

Commissioner Sanghvi stated sales tax collection for the year are at $11,000,000 and the budget amount is $19,500,000 so at this point the City is estimated to meet the budget amount by end of year. Sanghvi stated that sales tax for July from 2023 to July 2024 is up 8.29%. Sanghvi stated that mortgage tax is down 21% and Sanghvi stated that this is national trend.

12.2 Discussion and Vote: Authorization to Reimburse Employee #3409 in the amount of $22.78

Commissioner Sanghvi moved and Commissioner Moran seconded to authorize reimbursement of employee #2409 in the amount of $22.78.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12.3 Discussion and Vote: Authorization for Mayor to Sign Addendum #3 with Garnet River for Additional IT Staff Augmentation Hours in the amount of $8,000.00

Commissioner Sanghvi moved and Commissioner Moran seconded to authorize the Mayor to sign addendum #3 with Garnet River for additional IT staff augmentation hours in the amount of $8,000.00

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12.4 Discussion and Vote: Resolution for Use of the Insurance Reserve Fund *(Claim #FXH3236, Claim #FZD4908)*

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the resolution for use of the insurance reserve fund for Claim #FXH3236 in the amount of $6,723.00 and #FZD4908 in the amount of $1,891.50.

RESOLUTION
(For Expenditure from the INSURANCE RESERVE FUND)
WHEREAS, the City Council of the City of Saratoga Springs established the INSURANCE Reserve Fund on October 15, 2013 pursuant to New York State General Municipal Law§ 6-n "to make expenditures for any loss, claim, action or judgment for which the City of Saratoga Springs is authorized or required to purchase or maintain insurance pursuant to said statute", and,
WHEREAS, certain property and casualty claims have been filed against the City, and said claims are below the City's property and casualty insurance deductible. Expenditures for said claims remain due and owing, and said claims are of a kind or type that may be lawfully paid from the City's INSURANCE Reserve Fund. The funds are needed to pay for Invoice Number 00064949 to Travelers deductible payment for claims from the following account:

A3051934-54775 Claim# FXH3236for $6,723.00

A3011914-54775 Claim# FZD4908for $1,891.50

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures in the amount of $8,614.50 are hereby approved as authorized as in accordance with the INSURANCE Reserve Fund.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12.5 Discussion and Vote: Resolution for Use of Insurance Reserve Fund *(Claim #T2411314)*

RESOLUTION
(For Expenditure from the INSURANCE RESERVE FUND)
WHEREAS, the City Council of the City of Saratoga Springs established the INSURANCE Reserve Fund on October 15, 2013 pursuant to New York State General Municipal Law § 6-n "to make expenditures for any loss, claim, action or judgment for which the City of Saratoga Springs is authorized or required to purchase or maintain insurance pursuant to said statute", and,
WHEREAS, certain property and casualty claims have been filed against the City, and said claims are below the City's property and casualty insurance deductible. Expenditures for said claims remain due and owing, and said claims are of a kind or type that may be lawfully paid from the City's INSURANCE Reserve Fund. The funds are needed to pay for Invoice Number 82070 to Mullen Coughlin LLC for insurance retention payment for a claim from the following account:

A3021934-54775 Claim# T2411314 for $2,827.50

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures in the amount of $2,827.50 are hereby approved as authorized as in accordance with the INSURANCE Reserve Fund.

Commissioner Sanghvi moved and Commissioner Coll seconded to approve the resolution for the use of the insurance reserve fund for Claim #T2411314 in the amount of $2,827.50.

Ayes - 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12.6 Discussion and Vote: Budget Transfers - Payroll & Benefits

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the budget transfers – payrolls & benefits.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12.7 Discussion and Vote: Budget Amendments - City Center

Commissioner Sanghvi moved and Commissioner Coll seconded to approve the budget amendments – City Center.

Ayes - 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12.8 Discussion and Vote: Budget Amendment - Capital

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the budget amendment – capital.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12.9 Discussion and Vote: Budget Amendments - Fund Balance

Commissioner Sanghvi moved and Commissioner Coll seconded to approve the budget amendments – fund balance.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12.10 Discussion and Vote: Budget Amendments - Insurance Reserve

Commissioner Sanghvi moved and Commissioner Moran seconded approved budget amendments – insurance reserve.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

12.11 Discussion: 2025 Budget

Commissioner Sanghvi stated that per the City Charter the comprehensive budget needs to be submitted by the first Tuesday in October. Sanghvi explained that before a comprehensive budget can be submitted a requested budget must be completed, which is collected from all the city departments. Sanghvi stated that from the requested budgets the Finance Department is seeing high costs such as retirement and hospitalization costs. Sanghvi stated that the debt service will increase by $2,000,000. Sanghvi added that due to refinancing bonds many of the city's debts will not be paid off until 2033. Sanghvi stated that liability insurance is expected to increase. Sanghvi stated that the union contracts changes will also need to be considered in the budget. Sanghvi stated that with all of these high costs we are not seeing revenue to match those costs. Sanghvi stated that the City will need to take a hard look at the city's priorities going forward.

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Commissioner Moran stated that the government of the City of Saratoga Springs is a service organization.

Commissioner Sanghvi stated the importance of new streams of revenue such as paid parking, cannabis and short term rentals.

Commissioner Moran stated the increases to the assessment roll from last year and that the outer district of the city needs to be reviewed so believes another increase will happen.

Commissioner Coll credited all the city employees who have engaged in these budget conversations.

Commissioner Sanghvi and Commissioner Coll thanked all the staff.

13. PUBLIC WORKS DEPARTMENT

13.1 Discussion and Vote: Accept Donation from Sean Lynch in the amount of $1,225.00 for Bench Donation at 70 Putnam Street

Commissioner Moran pulled this item.

13.2 Discussion and Vote: Street Acceptance - Dartmouth Way

Commissioner Moran stated this item is to amend Chapter 201: Street Naming and Numbering, of the City Code to include Dartmouth way as an official city street. Moran stated that the street acceptance checklist has been completed which includes review and approval from the Department of Public Works, the Engineering Dept., and Department of Public Safety.

Commissioner Moran moved and Commissioner Coll seconded that Chapter 201, Section 201-1 Official Street List to be amended to add Dartmouth Way.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

13.3 Discussion and Vote: Resolution: Agreements with NYS Department of Environmental Conservation and Niagara Mohawk Power Corporation Regarding the Old Red Spring Park and Adjacent section of Excelsior Avenue

A Resolution of The City Council of The City of Saratoga Springs, New York

Authorizing The Execution of Agreements with NYS Department of Environmental Conservation and Niagara Mohawk Power Corporation Regarding the Old Red Spring Park and the Adjacent Section of Excelsior Avenue

WHEREAS the City of Saratoga Springs owns the property known as The Old Red

Spring Park and the adjacent section of Excelsior Avenue, which were contaminated by the underground migration of certain pollutants from a site now owned by Niagara Mohawk Power Corporation;
WHEREAS the City of Saratoga Springs desires to enter into, for the purpose of protecting human health and to achieve the requirements of remediation, the following agreements:

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- An Agreement for Property Use Restrictions and Access at The Old Red Spring Park, located at the intersection of High Rock and Excelsior Avenues, between the City of Saratoga Springs and the People of the State of New York acting through their Commissioner of the NYS Department of Environmental Conservation, and
- A Declaration of Covenants, Restrictions and Environmental Easement for a section of Excelsior Avenue adjacent to the Old Red Spring Park, between the City of Saratoga Springs and the People of the State of New York acting through their Commissioner of the NYS Department of Environmental Conservation, and a related NYS Form TP 584, and
- An Environmental Management and Access Agreement between the City of Saratoga Springs and Niagara Mohawk Power Corporation; and

WHEREAS the terms and obligations contemplated under this Resolution and the above referenced agreements are consistent with, and in furtherance of, the governance of the City of Saratoga Springs,
NOW THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Mayor of the City of Saratoga Springs to execute the above agreements and any related instruments and deliver them to the respective parties, and to consent to the recording of same and to take any and all other actions as may be necessary or appropriate for the purpose of carrying out the intent of this resolution.

Commissioner Moran stated this resolution and agreements in the next agenda item provide assurances to the EPA and NYSDEC that the National Grid will be able to maintain the remediation and prohibit any activities that would disturb the containment. The City of Saratoga Springs is providing access to National Grid to maintain the site. Moran stated National Grid agrees to assist the City with any costs that might arise out of maintaining the impaired property, including the Old Red Spring.

Commissioner Moran moved and Commissioner Coll seconded adopt to adopt the resolution for execution of the agreements with the NYS Department of Environmental Conservation and Niagara Mohawk Power Corporation regarding the Old Red Spring Park and Adjacent Section of Excelsior Avenue.

Ayes – 3 [Safford, Moran, Coll]
Nays – 0
Absent -1 [Sanghvi]
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

13.4 Discussion and Vote: Authorization for Mayor to Sign Agreements with Niagara Mohawk Power Corporation and the NYSDEC Regarding Old Red Spring Park and Adjacent Section of Excelsior Avenue

Commissioner Moran moved and Commissioner Coll seconded for the Mayor to sign the agreements with Niagara Mohawk Power Corporation and the NYSDEC regarding the Old Red Spring and adjacent section of Excelsior Avenue.

Ayes – 3 [Safford, Moran, Coll]
Nays – 0
Absent -1 [Sanghvi]
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

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

Commissioner Moran moved and Commissioner seconded for the Mayor to sign the contract with Morton Salt Inc. for Road Rock Salt valid until 8/1/2025 in the amount of Unit bid prices, not to exceed $100,000.

Commissioner Moran stated this is a yearly contract DPW renews for salt to be utilized for snow and ice control. It is a piggybacked contract from Saratoga County.

Ayes – 3 [Safford, Sanghvi, Moran]
Nays – 0
Absent 1 [Coll]
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

13.6 Discussion and Vote: Authorization for Mayor to Sign Contract with Joe Johnson Equipment, LLC. for Pelican Dual Street Sweeper

In the 2024 Capital Budget, the City Council approved for the purchase of a street sweeper. Street sweepers are used on a near daily basis by DPW to maintain the streetscape.

Commissioner Moran moved and Commissioner Sanghvi seconded for the Mayor to sign the contract with Joe Johnson Equipment, LLC for a Pelican Dual Street Sweeper valid until 12/31/2024 in the amount of $290,846.00.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

13.7 Discussion and Vote: Resolution: Special Election Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARA TOGA SPRINGS REQUESTING A SPECIAL ELECTION TO BE HELD IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY CHARTER SECTION 2.4 REGARDING VACANCIES

WHEREAS, City Charter Section 2.4 states that, "A vacancy in an elective office shall exist upon the death of the incumbent, the incumbent's resignation or removal from office, or occurrence of events specified in § 30 of New York State Public Officers Law; and

WHEREAS, former Commissioner of Public Works, Jason Golub resigned his position effective August 16, 2024 thereby creating a vacancy; and

WHEREAS, the City Charter Section 2.4 further states that, "In case of a vacancy caused by other than expiration of term, the Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurs. If the term of office of the officer vacating the office continues beyond the official year in which said vacancy occurs, a person shall be elected at a special election held after the occurrence of such vacancy to fill such vacancy for the remainder of the unexpired term"; and

WHEREAS, the City Charter Section 4.4.1 states that year ends on December 31; and

DRAFT

WHEREAS, the City Council can only appoint a person to fill the vacancy until December 31, 2024; and
WHEREAS, it is in the best interest of the department of public works and the City of Saratoga Springs that the vacancy be filled until the end of the term ending December 31, 2025;
NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF SARATOGA SPRINGS:

2. Requests that the Special Election be held before December 31, 2024 to prevent an additional vacancy from occurring after December 31, 2024.

Commissioner Moran pulled this item.

14. PUBLIC SAFETY DEPARTMENT

14.1 Announcement: Sentencing of Sebastian Mabb

Commissioner Coll stated that Sebastian Mabb was sentenced on September 5, 2024 to 23 years to life for killing Brianna Craig. Coll offered his condolences to the Craig family and commended the investigative division of the police department and the fire department for their hard work regarding this case.

Commissioner Sanghvi also thanked the departments for their work and offered condolences to the Craig family.

14.2 Announcement: SSFD awarded EMS Agency of the Year

Commissioner Coll stated that the Saratoga EMS Council awarded SSFD EMS Agency of the Year and a candidate for the New York EMS Agency of the Year.

14.3 Discussion and Vote: Authorization for the Mayor to sign an Intermunicipal Cooperation Agreement with the Town of Malta

Commissioner Coll stated this is a reciprocal agreement between the City of Saratoga Springs and the Town of Malta to provide an animal control officer when the other does not have an animal control officer available. Coll stated the cost will be $110.00 per requested response. Coll stated Funds will come from the Police Department's professional service budget line A-31-4-3124 / 54720 and we will invoice the Town of Malta when they need our services.

Commissioner Coll moved and Commissioner Moran seconded to authorize the Mayor to sign an Intermunicipal Cooperation Agreement with the Town of Malta.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

14.4 Discussion and Vote: Authorization for the Mayor to sign a contract with LaRosa's Automotive

Commissioner Coll stated this is a general contract for miscellaneous services provided by LaRosa's for the Police and Fire Department's vehicles. Coll stated that the hourly rate is $130 per hour and will come from the Police and Fire Vehicle & Maintenance lines (A-31-4-3124/54510 & A-31-4-3414/54510)

Commissioner Coll moved and Commissioner Moran seconded to authorize the Mayor to sign a contract with LaRosa's Automotive.

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion
Council Vacancy – Commissioner of Department of Public Works

14.5 Discussion and Vote: Authorization for the Mayor to sign an Agreement with Saratoga Hospital

Commissioner Coll stated Saratoga Hospital has requested the services of SSFD to transport patients to Saratoga Hospital from the helipad or from Saratoga Hospital to the helipad. Coll stated the department will be invoicing Saratoga Hospital for their services.

Commissioner Coll moved and Commissioner Moran seconded to authorize the Mayor to sign an Agreement with Saratoga Hospital

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

14.6 Discussion and Vote: Authorization to reimburse employee #161

Commissioner Coll stated this item is returning to the City Council for re-approval due to there being a mistake with the account number on the voucher. Coll stated this is a reimbursement for fuel for the ladder truck when bringing back from repairs. Coll stated the amount of reimbursement is $50.00 and will come from the Fire Department's fuel budget line A-31-4-3414/54520

Commissioner Coll moved and Commissioner Sanghvi seconded to authorize the reimbursement to employee #161

Ayes – 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

15. **ADJOURN**

Commissioner Sanghvi moved and Commissioner Moran seconded to adjourn the meeting at 10:02 P.M.

Ayes - 4 [Safford, Sanghvi, Moran, Coll]
Nays - 0
Motion passed.
Council Vacancy – Commissioner of Department of Public Works

Respectfully Submitted,

Mark Graham
Assistant City Clerk

DRAFT

Approved:
Vote:

DRAFT

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK

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

WHEREAS, Jason Golub recently resigned from his elected office as Commissioner of Public Works; and

WHEREAS, Section 2.4 of the City Charter provides that when a vacancy in elective office occurs other than by expiration of term, the City Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurred; and

WHEREAS, while Section 2.4 does not establish standards or procedures for the Council to adhere to when temporarily filling such a vacancy, the Council finds that it is in the public interest to create a process that invites qualified candidates to be interviewed and fairly considered. Section 2.2 of the City Charter provides that the Council may create such ad hoc committees and appoint members thereto as deemed necessary in the public interest,

NOW, THEREFORE, this Council hereby resolves as follows;

RESOLUTION TABLED - NOT VOTED ON

1. This Council shall create a committee for the purpose of interviewing candidates for the temporary appointment to the position of Commissioner of Public Works, as such temporary appointment is authorized by City Charter Section 2.4.

2. The committee shall consist of four (4) members and one (1) Chair. The Mayor and the Commissioners of Finance, Public Safety and Accounts shall each appoint one member. The Mayor shall designate the Chair, and the Chair shall have the administrative powers to call, schedule, organize, and conduct meetings, to request information from city staff, and to cause minutes to be taken and kept.

3. The committee shall be advisory only, and shall have no authority to exercise any of the powers of the City government. At the end of its review of all candidates deemed qualified, the committee shall make a recommendation to the Council as to the person best qualified for the appointment. The Council shall not be bound by the committee's recommendation.

4. The committee's meetings shall be open to the public, however, there shall be no public comment taken during the meetings. The public shall be invited to provide comments in writing or electronically at any time.

DRAFT

5. The committee's responsibilities and its authority shall end when it makes its recommendation to the Council.

Dated:
Ayes _____ Nays_____

_____
CITY COUNCIL OF THE CITY
OF SARATOGA SPRINGS, NY
By Dillon Moran, City Clerk

DRAFT

RESOLUTION TABLED - NOT VOTED ON

Clerk's Note 9/17/2024: Mayor Safford tabled this resolution on September 17, 2024 and this item was not voted on.

CITY OF
SARATOGA SPRINGS
SEP 17 20
ACCOUNTS DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS REQUESTING A SPECIAL ELECTION TO BE HELD IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY CHARTER SECTION 2.4 REGARDING VACANCIES

WHEREAS, City Charter Section 2.4 states that, "A vacancy in an elective office shall exist upon the death of the incumbent, the incumbent's resignation or removal from office, or occurrence of events specified in § 30 of New York State Public Officers Law; and

WHEREAS, former Commissioner of Public Works, Jason Golub resigned his position effective August 16, 2024 thereby creating a vacancy; and

WHEREAS, the City Charter Section 2.4 further states that, "In case of a vacancy caused by other than expiration of term, the Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurs. If the term of office of the officer vacating the office continues beyond the official year in which said vacancy occurs, a person shall be elected at a special election held after the occurrence of such vacancy to fill such vacancy for the remainder of the unexpired term"; and

WHEREAS, the City Charter Section 4.4.1 states that year ends on December 31; and

WHEREAS, the City Council can only appoint a person to fill the vacancy until December 31, 2024; and

WHEREAS, it is in the best interest of the department of public works and the City of Saratoga Springs that the vacancy be filled until the end of the term ending December 31, 2025;

NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF SARATOGA SPRINGS:

1. Requests that the Special Election be held before December 31, 2024 to prevent an additional vacancy from occurring after December 31, 2024, or as soon as practical.
2. Subject to advice from our City Attorney by October 1, 2024 indicating that the special election is lawful and in accordance with New York State Law; this advice will be provided to the City Council by October 1, 2024.

DATED: 9/17/2024

Ayes: 4 [Mayor Safford, Commissioner Moran, Commissioner Sanghvi, Commissioner Coll]
Nays: 0

MOTION PASSED WITH FRIENDLY AMENDMENT
Council Vacancy - Commissioner of Department of Public Works

CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, New York

By: Dillon Moran, City Clerk

CITY OF SARATOGA SPRINGS
SEP 17 2[illegible]
106
ACCOUNTS DEPARTMENT

RESOLUTION
(For Expenditure from the INSURANCE RESERVE FUND)

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

WHEREAS, certain property and casualty claims have been filed against the City, and said claims are below the City's property and casualty insurance deductible. Expenditures for said claims remain due and owing, and said claims are of a kind or type that may be lawfully paid from the City's INSURANCE Reserve Fund. The funds are needed to pay for Invoice Number 00064949 to Travelers deductible payment for claims from the following account:

- ***A3051934-54775 Claim# FXH3236 for $6,723.00***
- ***A3011914-54775 Claim# FZD4908 for $1,891.50***

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures in the amount of $8,614.50 are hereby approved as authorized as in accordance with the INSURANCE Reserve Fund.

Ayes: __4__ [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays: __0__
Council Vacancy –
Commissioner of Department of Public Works
Dated: 9/17/2024

City Council of the City of Saratoga Springs

Dillon Moran, City Clerk

CITY OF SARATOGA SPRINGS
SEP 17 20[illegible]
107
ACCOUNTS DEPARTMENT

CITY OF SARATOGA SPRINGS - VOUCHER
474 BROADWAY SARATOGA SPRINGS, NY 12866

DEPT/LOC 5000 DEPARTMENT Accounts

VENDOR # 3723-1 VENDOR NAME Travelers

REMIT ADDRESS 13607 Collections Center Drive, Chicago, IL 60693

PO CCA FINAL PARTIAL

INVOICE # and ACCOUNT #	ORG	OBJECT	PROJECT	$ AMOUNT
INV# 649449	A3051934	54775		$6,723.00
ACCNT # 9874G9083	A3011934	54775		$1,891.50
RECEIVED BY:				
			TOTAL	$8,614.50

By uploading this voucher for payment into the designated electronic folder, I as an approved authorized signor for my department certify the articles or services were necessary and for sole use of the City; have been received in good condition or properly performed.

The Commissioner of Accounts audits and certifies this purchase is in conformity with appropriate standards and procedures by affixing his/her signature to the warrant report approved by City Council in accordance with the City Purchasing Policy.

The Commissioner of Finance certifies this claim is approved from the appropriation indicated above by affixing his/her signature on the check issued as payment for this claim in accordance with the City Purchasing Policy.

TRAVELERS

DEDUCTIBLE / SELF-INSURED INVOICE

AGENT COPY

POLICY NUMBER	ACCOUNT NUMBER	BILL DATE	BILL NUMBER	PAYMENT DUE	TOTAL DUE
21N62521-ZLP	9874G9083	08/30/2024	000649449	09/15/2024	8,614.50

MAIL PAYMENT TO:
TRAVELERS
13607 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

AGENT:
ADIRONDACK TRUST COMPANY
PO BOX 336
SARATOGA SPRINGS NY 12866

RETURN THIS PORTION WITH YOUR CHECK MADE PAYABLE TO TRAVELERS.
PLEASE WRITE THE POLICY & ACCOUNT NUMBER ON YOUR CHECK.

TRAVELERS

PAGE 1

POLICY NUMBER	ACCOUNT NUMBER	BILL DATE	BILL NUMBER	PAYMENT DUE	TOTAL DUE
21N62521-ZLP	9874G9083	08/30/2024	000649449	09/15/2024	8,614.50

CURRENT CHARGES

CLAIM#: **FXH3238** **DATE OF LOSS: 12/08/2022**
DESCRIPTION: CARRIE SCHERMERHORN IS CLAIMING RETALIATION AGAINST AND UNFAIR TERMINA

CLAIMANT: CARRIE SCHERMERHORN

EXPENSE	6,723.00
CLAIM TOTAL	**6,723.00**

CLAIM#: **FZD4908** **DATE OF LOSS: 08/03/2023**
DESCRIPTION: ARTICLE 78 HYBRID PROCEEDING SEEKING AN ORDER AND JUDGEMENT ANNULLING

CLAIMANT: /BUENOS HILL INC

EXPENSE	1,891.50
CLAIM TOTAL	**1,891.50**

TOTAL CLAIM(S) DUE **$8,614.50**

ACCOUNT SUMMARY

CURRENT CHARGES	8,614.50
PAST DUE CHARGES	0.00
UNAPPLIED PAYMENTS	0.00
TOTAL DUE	**8,614.50**
DISPUTED ITEMS	0.00
ACCOUNT BALANCE	8,614.50

INSURED NAME: CITY OF SARATOGA SPRINGS
AGENT NAME: ADIRONDACK TRUST COMPANY
AGENT PHONE: (518) 584-5300

CONTACT YOUR AGENT LISTED ABOVE IF YOU HAVE QUESTIONS RELATED TO YOUR POLICY OR COVERAGE.

FOR BILLING QUESTIONS, PLEASE CONTACT YOUR ACCOUNTING SPECIALIST ALLISON TERMINI AT 1-860-277-7084 OR EMAIL ATERMINI@TRAVELERS.COM

RESOLUTION
(For Expenditure from the INSURANCE RESERVE FUND)

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

WHEREAS, certain property and casualty claims have been filed against the City, and said claims are below the City's property and casualty insurance deductible. Expenditures for said claims remain due and owing, and said claims are of a kind or type that may be lawfully paid from the City's INSURANCE Reserve Fund. The funds are needed to pay for Invoice Number 82070 to Mullen Coughlin LLC for insurance retention payment for a claim from the following account:

- ***A3021934-54775 Claim# T2411314 for $2,827.50***

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures in the amount of $2,827.50 are hereby approved as authorized as in accordance with the INSURANCE Reserve Fund.

Ayes: __4__ [Mayor Safford, Commissioner Sanghvi, Commissioner Moran, Commissioner Coll]
Nays: __0__
Council Vacancy -
Commissioner of Department of Public Works
Dated: 9/17/2024

City Council of the City of Saratoga Springs

Dillon Moran, City Clerk

CITY OF SARATOGA SPRINGS
SEP 17 2024
ACCOUNTS DEPARTMENT

CITY OF SARATOGA SPRINGS - VOUCHER
474 BROADWAY SARATOGA SPRINGS, NY 12866

DEPT/LOC 5000 DEPARTMENT Accounts

VENDOR # 9660 VENDOR NAME Mullen Coughlin LLC

REMIT ADDRESS 426 W. Lancaster Ave Ste. 200, Devon, PA 19333

PO CCA FINAL PARTIAL

INVOICE # and ACCOUNT #	ORG	OBJECT	PROJECT	$ AMOUNT
INV# 82070	A3021934	54775		$2,827.50
RECEIVED BY:				
			TOTAL	$2,827.50

By uploading this voucher for payment into the designated electronic folder, I as an approved authorized signor for my department certify the articles or services were necessary and for sole use of the City; have been received in good condition or properly performed.

The Commissioner of Accounts audits and certifies this purchase is in conformity with appropriate standards and procedures by affixing his/her signature to the warrant report approved by City Council in accordance with the City Purchasing Policy.

The Commissioner of Finance certifies this claim is approved from the appropriation indicated above by affixing his/her signature on the check issued as payment for this claim in accordance with the City Purchasing Policy.

INVOICE

MULLEN COUGHLIN LLC

Invoice No. 82070
Date: 08/30/2024
Due On:09/29/2024

426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
Phone: 267-930-4770
www.mullen.law

Travelers
Logan Lessard, Esquire
P.O. Box 2989
Hartford, CT 06104-2989

Matter ID: 8-5947 / City of Saratoga Springs, NY - June 2024 - CA - Claim No. T2411314
SIR: $25,000.00
Claim No.: T2411314

Fees

Date	TK	Task	Act	Description	Hours	Rate	Amount
07/01/2024	BRB	L120	A103	Continued preparation of document preservation letter to client to explain document preservation process and instructions for implementation.	0.20	325.00	65.00
07/01/2024	BRB	L120	A103	Continued preparation of document retention order for client's distribution to custodians to assist in internal preservation efforts.	0.20	325.00	65.00
07/01/2024	BRB	L120	A103	Prepare email to L. Lessard (Travelers) regarding status of matter, services and fees to date, open action items and next steps.	0.20	325.00	65.00
07/01/2024	MTS	L120	A104	Reviewed case activity, status of forensic investigation, and fees to date to determine appropriate content for carrier update.	0.30	325.00	97.50
07/01/2024	MTS	L120	A104	Prepared document preservation letter and retention order to assist client in meeting legal obligations	0.70	325.00	227.50
07/01/2024	MTS	L120	A104	Prepared third party document preservation letter to Tyler Technologies in order to assist client in meeting legal obligations.	0.50	325.00	162.50
07/01/2024	MTS	L120	A103	Prepared email to Client Team and S. Bissen (Arete) regarding input to agenda development for upcoming conference call.	0.10	325.00	32.50
07/01/2024	MTS	L120	A104	Reviewed email from S. Bissen at Arete regarding agenda for upcoming call to discuss forensic investigation current status in order to determine next steps	0.10	325.00	32.50
07/01/2024	MTS	L120	A104	Reviewed email from L. Lessard at Travelers questioning status of forensic investigation in order to determine next steps	0.10	325.00	32.50

07/02/2024	BRB	L120	A103	Prepared third-party document preservation letter to Tyler Technologies to explain document preservation process and instructions for implementation.	0.20	325.00	65.00
07/02/2024	MTS	L120	A104	Prepared Event Triage Plan regarding facts known to date, legal analysis of state and federal law, preliminary considerations, and recommended next steps.	1.90	325.00	617.50
07/02/2024	MTS	L120	A103	Prepared email to R. Capasso regarding document retention order for client's distribution to Tyler Technologies to assist in internal preservation efforts.	0.10	325.00	32.50
07/02/2024	MTS	L120	A104	Reviewed email from S. Brissen at Arete regarding agenda development for upcoming conference call in order to determine next steps	0.10	325.00	32.50
07/02/2024	MTS	L120	A104	Reviewed email from R. Capasso regarding agenda for upcoming call to discuss forensic update in order to determine next steps	0.10	325.00	32.50
07/02/2024	MTS	L120	A103	Prepared email to R. Capasso regarding forensic update timeline.	0.10	325.00	32.50
07/02/2024	MTS	L120	A104	Reviewed email from R. Capasso responding to forensic update initial findings report timeline in order to determine next steps	0.10	325.00	32.50
07/05/2024	BRB	L120	A104	Reviewed email from Arete Team regarding forensic investigation fees in order to ensure alignment with project scope in preparation for advising client and carrier as to same.	0.10	325.00	32.50
07/08/2024	BRB	L120	A106	Participated in forensic update call with client and Arete regarding status of investigation for the purpose of monitoring same in preparation for advising client regarding next steps.	0.70	325.00	227.50
07/08/2024	MTS	L120	A104	Prepared summary of discussion with client and Arete concerning status of forensic investigation and next steps.	0.70	325.00	227.50
07/10/2024	BRB	L120	A104	Reviewed email from Arete Team regarding forensic investigation fees in order to ensure alignment with project scope in preparation for advising client and carrier as to same.	0.10	325.00	32.50
07/12/2024	MTS	L120	A103	Prepared email to L. Lessard regarding of status or matter, fees to date, open action items and next steps in order to advise carrier of same.	0.30	325.00	97.50
07/15/2024	BRB	L120	A104	Reviewed open action items and issues for inclusion in legal analysis and prepared updated action plan to address same.	0.20	325.00	65.00
07/15/2024	BRB	L120	A103	Prepare email to L. Lessard (Travelers) regarding status of matter, services and fees to date, open action items and next steps.	0.20	325.00	65.00
07/15/2024	MTS	L120	A104	Reviewed fees to date from Arete and status of forensic engagement to determine appropriate content for updated carrier update.	0.20	325.00	65.00
07/16/2024	BRB	L120	A104	Reviewed email communication from K. Baxter (Arete) regarding instructions for collection of evidence from specified server in furtherance of ensuring appropriate and timely progression of the incident response	0.10	325.00	32.50
07/16/2024	MTS	L120	A104	Reviewed email from K. Baxter at Arete regarding endpoint image capture instructions in order to determine next steps	0.10	325.00	32.50
07/25/2024	BRB	L120	A103	Prepare email to L. Lessard (Travelers) regarding status of matter, services and fees to date, open action items and next steps.	0.20	325.00	65.00

07/25/2024	MTS	L120	A104	Reviewed email from J. Cornick regarding timeline for additional forensic collections in order to determine next steps	0.10	325.00	32.50
07/25/2024	MTS	L120	A103	Prepared email to L. Lessard (Travelers) regarding summary of forensic investigation and fees to date in preparation for updating client regarding same	0.20	325.00	65.00
07/30/2024	MTS	L120	A104	Reviewed email from S. Bissen at Arete regarding specified impacted machines in order to determine next steps	0.10	325.00	32.50
07/31/2024	BRB	L120	A104	Reviewed email communication from K. Baxter (Arete) regarding summary of outstanding evidence request in furtherance of ensuring appropriate and timely progression of the incident response	0.10	325.00	32.50
07/31/2024	BRB	L120	A104	Reviewed email communication from J. Cornick regarding summary of evidence collection and server imaging in furtherance of ensuring appropriate and timely progression of the incident response	0.10	325.00	32.50
07/31/2024	MTS	L120	A104	Reviewed email from J. Cornick regarding summarizing forensic findings for server analysis in preparation for advising carrier of same	0.10	325.00	32.50
07/31/2024	MTS	L120	A104	Reviewed email from K. Baxter at Arete regarding preliminary data analysis and action plan development in order to determine next steps	0.10	325.00	32.50
						Sub-total Fees:	$2,827.50

Rate Summary

Time Keeper	Position	Hours		Rate		Total
Brittany R. Bickel	Partner	2.60	hours at	325.00/hr		$845.00
Teddy Starling	Associate	6.10	hours at	325.00/hr		$1,982.50
	Total Hours:	8.70			**Total**	$2,827.50

Billing Summary

Total Current Billing:	$2,827.50
pd – Outstanding Balance Due:	$1,267.50
Total Payments:	$0.00
Total Amount Outstanding:	~~$4,095.00~~
	$2827.50

Please make all amounts payable to: Mullen Coughlin

Mullen Coughlin Tax ID No. 81-3711756

Please pay within 30 days.

A Resolution of The City Council of The City of Saratoga Springs, New York

Authorizing The Execution of Agreements with NYS Department of Environmental Conservation and Niagara Mohawk Power Corporation Regarding the Old Red Spring Park and the Adjacent Section of Excelsior Avenue

WHEREAS the City of Saratoga Springs owns the property known as The Old Red Spring Park and the adjacent section of Excelsior Avenue, which were contaminated by the underground migration of certain pollutants from a site now owned by Niagara Mohawk Power Corporation;

WHEREAS the City of Saratoga Springs desires to enter into, for the purpose of protecting human health and to achieve the requirements of remediation, the following agreements:

- An Agreement for Property Use Restrictions and Access at The Old Red Spring Park, located at the intersection of High Rock and Excelsior Avenues, between the City of Saratoga Springs and the People of the State of New York acting through their Commissioner of the NYS Department of Environmental Conservation, and
- A Declaration of Covenants, Restrictions and Environmental Easement for a section of Excelsior Avenue adjacent to the Old Red Spring Park, between the City of Saratoga Springs and the People of the State of New York acting through their Commissioner of the NYS Department of Environmental Conservation, and a related NYS Form TP 584, and
- An Environmental Management and Access Agreement between the City of Saratoga Springs and Niagara Mohawk Power Corporation; and

WHEREAS the terms and obligations contemplated under this Resolution and the above referenced agreements are consistent with, and in furtherance of, the governance of the City of Saratoga Springs,

NOW THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Mayor of the City of Saratoga Springs to execute the above agreements and any related instruments and deliver them to the respective parties, and to consent to the recording of same and to take any and all other actions as may be necessary or appropriate for the purpose of carrying out the intent of this resolution.

Dated: September _17_, 2024

CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, NY

By: Dillon Moran, City Clerk

AYES__3__[Mayor Safford, Commissioner Moran, Commissioner Coll]
Nayes__0__
Absent__1__ [Commissioner Sanghvi]
Council Vacancy – Commissioner of Department of Public Works

Per city Council approval___9/17/2024____

CITY OF
SARATOGA SPRINGS
SEP 17 2(116
ACCOUNTS DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS REQUESTING A SPECIAL ELECTION TO BE HELD IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY CHARTER SECTION 2.4 REGARDING VACANCIES

WHEREAS, City Charter Section 2.4 states that, "A vacancy in an elective office shall exist upon the death of the incumbent, the incumbent's resignation or removal from office, or occurrence of events specified in § 30 of New York State Public Officers Law; and

WHEREAS, former Commissioner of Public Works, Jason Golub resigned his position effective August 16, 2024 thereby creating a vacancy; and

WHEREAS, the City Charter Section 2.4 further states that, "In case of a vacancy caused by other than expiration of term, the Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurs. If the term of office of the officer vacating the office continues beyond the official year in which said vacancy occurs, a person shall be elected at a special election held after the occurrence of such vacancy to fill such vacancy for the remainder of the unexpired term"; and

WHEREAS, the City Charter Section 4.4.1 states that year ends on December 31; and

WHEREAS, the City Council can only appoint a person to fill the vacancy until December 31, 2024; and

RESOLUTION PULLED - NOT VOTED ON

WHEREAS, it is in the best interest of the department of public works and the City of Saratoga Springs that the vacancy be filled until the end of the term ending December 31, 2025;

NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF SARATOGA SPRINGS:

1. Requests that the Special Election be held before December 31, 2024 to prevent an additional vacancy from occurring after December 31, 2024.

DATED:

Ayes:
Nays:

CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, New York

_____

By: Dillon Moran, City Clerk

Clerk's Note 9/17/2024:
Commissioner Moran pulled this resolution on September 17, 2024 and this item was not voted on.

CITY OF SARATOGA SPRINGS
SEP 17 20[illegible]
ACCOUNTS DEPARTMENT

State of New York
STATE BOARD OF ELECTIONS
40 NORTH PEARL ST. STE5 – ALBANY, N.Y. 12207-2729
Phone: 518/474-6220

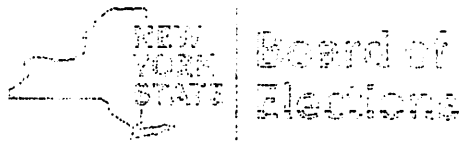
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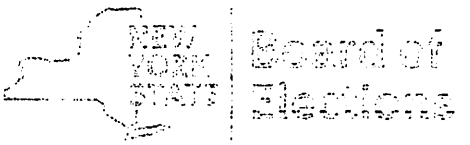
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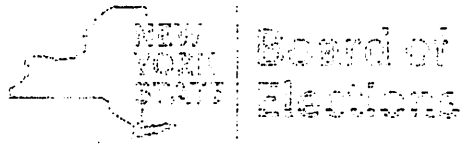
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Complete Streets Advisory Board 2025 Work Program

City Council
September 17, 2024
Ken Grey, Board Chair



Tonight's Agenda

- Introduce Board Members.
- Review CSAB Goals.
- Present Highest Priority Projects to complete between now and the end of 2025.
- Address questions from City Council.



Geyser Road Trail

CSAB Goals



1. Enhanced ***Safety*** for All;
2. Enhanced ***Access*** for all by foot, bicycle, public transit and new mobility options (e-bikes, e-scooters, etc.) This is critical for getting our workforce to downtown and other employment centers;
3. ***ADA Compliance***;
4. Encourage ***Healthy habits***; and
5. ***Increased Tourism*** and economic growth.

1: 25 MPH SPEED LIMIT.



25 MPH Speed Limit in Inner Tax District

- Recent State Legislation now gives Municipalities broad authority to implement speed limits lower than 30 MPH.
- Most of the Inner Tax District is very well-suited for 25 MPH speed limits.
- A low-cost engineering analysis is required.



Spring Run Trail

25 MPH Speed Limit in Inner Tax District

- This has been implemented in such diverse places as New York City and Malta.
- Albany has approved the change, and it will happen January 1.
- Reducing the speed limit will save lives.



Union Avenue at Race Track

2: CRESCENT AVENUE OFF-STREET PATH



Crescent Avenue Off-Street Path

- The City has been awarded a $300,000 grant by Congressman Tonko;
- Project Limits are Route 9 (State Park) to Nelson Avenue;
- This project supports the new Liberty Affordable Housing initiative near the Casino.



Looking east at Jefferson Street

Crescent Avenue Off-Street Path

- Complete Engineering and begin Construction by end of 2025.



Looking West at Jefferson Street

Crescent Avenue Off-Street Path

Looking East at Reservation Avenue



Looking West at Reservation Avenue



3: BICYCLE CONNECTION THROUGH DOWNTOWN



Implement a downtown on-street bicycle facility to link the Downtown Connector at Lake Avenue to Railroad Run.

- This project requires a straightforward planning study to finalize the alignment;
- Connecting to Railroad Run will, in time, connect to the Zim Smith Trail;
- The alignment will likely pass through Congress Park; and
- The Alignment may use Henry Street Downtown.

North End of Railroad Run



Implement a downtown on-street bicycle facility to link the Downtown Connector at Lake Avenue to Railroad Run.

West Circular Street



South Federal Street



4: SECURE FUNDING TO ALLOW BUDGETING AND PLANNING TO PROCEED EFFECTIVELY.



Secure a funding stream for City matching funds to take advantage of multiple Regional, State and Federal Grant Opportunities.

Railroad Run
at New Street



5: UNION AVENUE



Union Avenue

- The State has completed the reconstruction of Union Avenue between East Avenue and Henning Road. The project added bike lanes on each side of the street and a sidewalk on the north side of Union Avenue.
- It would be optimal for Saratoga Springs to match this design between East Avenue and Nelson to provide both travel and visual continuity.

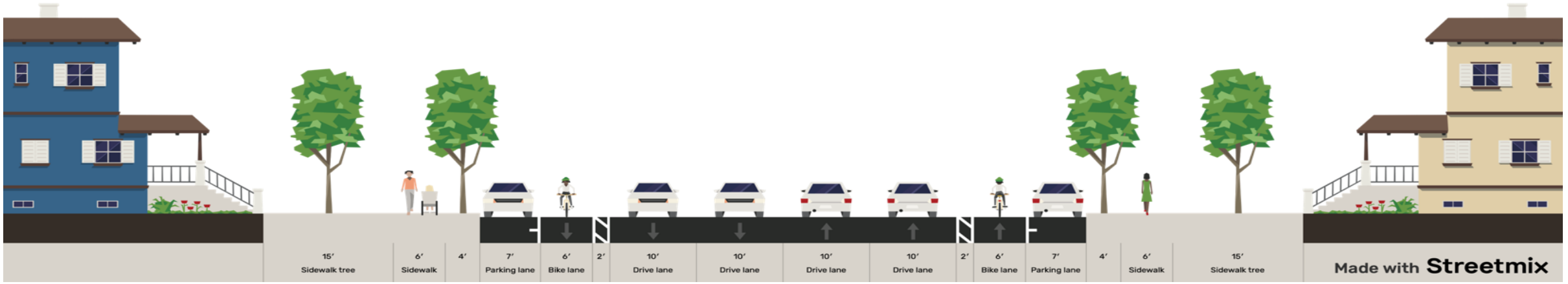


Looking West on Union Avenue

Union Avenue: Nelson Avenue to Circular Street

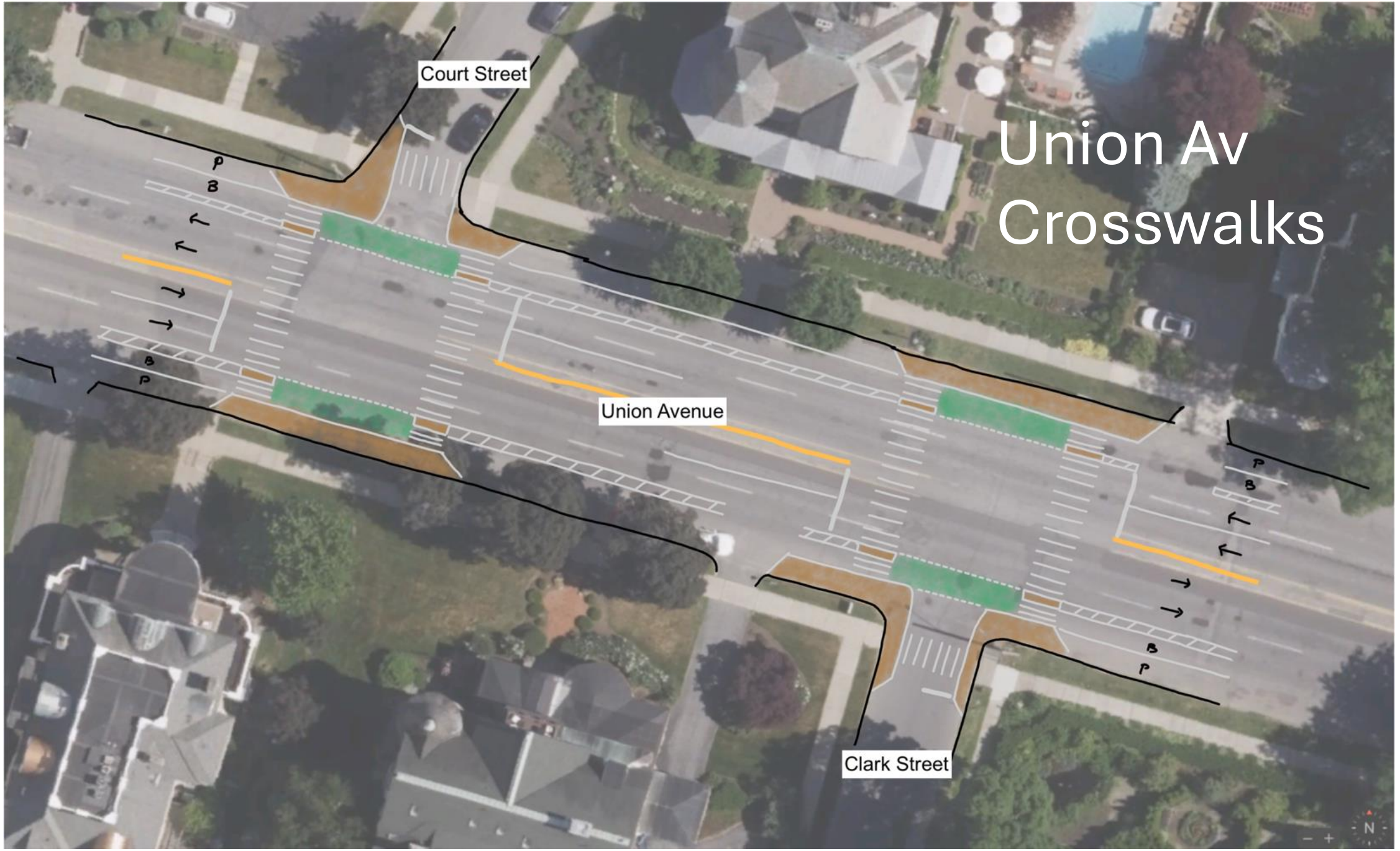
- After many meetings and consultation with residents, businesses, NYRA, SSPD Traffic Enforcement and others we have prepared an appealing compromise plan. **We recommend the following**:
- Retaining four 10-foot Lanes of traffic;
- Parking will be retained on both curbs;
- There will be 6-foot bike lanes in both directions;
- The street we will be repaved; and
- There will be crosswalks at Regent St, Court St, and Clark St

Union Avenue Recommended Cross-Section



Union Avenue: Nelson Avenue to Circular Street

- **We recommend the following *Continued***:
- Curb extensions at the three crosswalks, but no center medians;
- Approaching Nelson Avenue, making the left lane of westbound Union Avenue a left-turn-only lane;
- Reworking the signals at Circular Street such that when the pedestrian button is engaged, all vehicle traffic stops; and
- Implementing a 25 MPH speed limit.



Union Av Crosswalks

Complete Streets Priorities Continued

- Excelsior Springs-neighbors desire sidewalk/path between Lake Ave and Excelsior Ave
- Lake Ave bike lane: Extend to Weibel Ave; extend Lake Ave Elementary to Downtown Connector
- Whitney St realignment - slow traffic and safe streets
- Whitney/Circular-investigate safer auto and pedestrian passage
- Franklin Square-residents asking for sidewalks to be realigned for safe passage
- East side rec/lake ave-parking and sidewalks-not resolved
- Speed Limit on Rt 9 between East West Rd and Crescent Ave for Treehouse Brewery – NYSDOT Discussion

Administrative and policy plans:

- Education for drivers and bicyclists-work with local schools
- Transition to NACTO standards
- Maintenance of roadways/paths
- Budget for Complete Streets Plans
  - Long term financial plans to meet Complete Streets goals
  - Timeline-utilize the inventory list for 1/3/5 year budget process

Conclusion



- *Working together we can, and we will, make Saratoga Springs a place that is safer, healthier, more inviting to residents and tourists.*
- *We will make the City easier for employees to reach, while making it possible to live without a car.*
- *We will become a city that is more resilient and sustainable and compliant with ADA and other Federal and State Laws.*

Public Comment
9/3/24 City Council Meeting

I want to address the 8/5/24 meeting minutes in tonight's consent agenda.

I have included some of the email I sent to City Council August 30th regarding my concerns with additional clarifications. A link to the meeting with the timestamp of my comment is included.

I just read the meeting minutes in the consent agenda for approval next meeting. Of my comment, the only statement that is true is my name and that I mentioned the RFP was put out in September. The rest is absolutely inaccurate. Even 5 Williams St. is recorded as 8 Williams Street. I was not commenting on a current lease that expired in May of 2024. That doesn't make sense. I stated RISE's response included a mission statement that did not mention homeless. In their response, it was stated that "members seeking the assistance of our homelessness programs will continue to access our outreach staff members at our low-barrier shelter on Adelphi Street."

This is supposed to be an 8am-4pm Monday through Friday temporary administrative office per RISE in their proposal.

I took time out of my day to attend the meeting and prepare a statement. I even used a strategy to successfully deescalate Commissioner Moran's attack on the speaker before me.

Time Stamp 9:06
https://saratogaspringsny.new.swagit.com/videos/311454

The minutes state Commissioner Moran said there would be no walk-in services provided at 5 Williams Street. **He DID NOT say that. He never said "walk-in."** He posed a question to Commissioner Golub, "It is my understanding there's **no services** being provided to individuals at this location, is that correct?" Golub confirms **no services.**

Timestamp 46:58

Additionally, the minutes do not reflect that Commissioner Moran invited a community member to speak again during the meeting. The minutes say Mayor Safford and Commissioner Golub let the person continue speaking. All members of council let a community member, who was invited to speak, to continue to speak. Commissioner Moran, who invited him up, continued to engage the speaker in the conversation. Commissioner Sanghvi questioned, but the minutes should reflect all allowed.

Please note that during the course of this administration only Commissioner Moran has invited community members to speak outside public comment from what I have reviewed. This was not an uncommon practice during the last administration. Commissioner Sanghvi invited a community member to come up to expand on her public comment during a December 2023 City

Council meeting. Commissioner Moran and Mayor Kim did the same during that meeting. That's just one example. Commissioner Sanghvi might want to reflect on and acknowledge her own contributions before continuing what might be considered an attack campaign on others.

To the best of my knowledge, the only people with a history of inviting community members to the microphone are those who are objecting and criticizing the Mayor, who again for the record, to the best of my knowledge, has never done what they have. If I have missed a time that has happened, please let me know.

I would also like to comment on Commissioner Moran's presentation for the community about the FOIL process this evening. No additional documents were linked in the agenda and he was not at the meeting to elaborate. The FOIL process exists within the City Attorney's office not Accounts. I have multiple FOILs, 5 of which are in the appeal process. Some were appealed 4 months ago. FOILs requested February 2, 2023 have not been fulfilled. 7 months and I'm still waiting.

Let me be very clear. This is not a manpower issue. This is not a "we have an overwhelming amount of FOILs issue." Court documents show the successful Article 78 lawsuit stemmed from a FOIL request for documents held mostly by Commissioner Moran as I read it.

I have found in my FOIL requests that departments have been asked for documents. The FOIL officer does not have access to them or she likely would be able to fulfill the requests in full in a timely manner. Departments, including the Accounts Department would need to provide documents to fulfill my FOIL requests.

For Commissioner Moran to even consider putting this on his agenda considering what appears to me to be the Accounts Department contributing to an increased number of FOIL requests, FOILs going unfulfilled and appeals due to documents not being provided, in my case.

Increased FOILs happen when items are added at the table (this happens nearly every meeting) and those documents don't make it into the public record of the meeting. For example, Commissioner Golub as his last act added a resolution to his agenda to give Commissioner Moran certain DPW control/duties. Why wasn't this not added to the agenda before the meeting? This resolution is currently only available through FOIL which I have FOILed. Documents amended at the table and not included in the public record create FOILs. For example, I emailed City Council asking for the final RISE lease that Commissioner Moran amended at the table on 8/6. Commissioner Moran, who encouraged the community to talk with him about the lease, to me appearing to have a desire to be transparent about it, did not simply email me a copy. In the end, after two weeks of no response to my email, I was told I needed to FOIL for it. This was a document that was part of the meeting. It should be included in the meeting minutes and therefore made readily available. This is concerning to me especially because of the history of my FOIL requests going unfulfilled. Contracts are missing necessary documents when approved at the table. Those would require people to FOIL for them.

Commissioner Moran is responsible for an accurate meeting record. One might assert that he is contributing to or even creating a problem regarding City FOILs.

I have spoken with the Committee on Open Government about my FOILs and reasons they are still unfulfilled. They will be reviewing all my information and issuing an advisory opinion to the City.

The City Attorney might want to find out more regarding Commissioner Moran's intended FOIL tutorial. Commissioner Moran might instead invite the Committee on Open Government to provide all Council members and City employees with a training about FOIL and Open Government. . The Committee provides that service and is happy to do that for Saratoga Springs per my conversation. Apparently, they receive a notable amount of phone calls about the City of Saratoga Springs. This training could be very beneficial and should be pursued. Reflecting on how the City and specific departments can modify current practices to reduce the number of FOILs is a great place to start.

The Accounts Department has added new positions and increased salaries to compensate for the processing of Short Term Rentals when no law has been passed. These employees have been being compensated for quite some time. Is it possible they could work on providing requested FOIL records as others in the Department are very busy with issues outside City Hall currently?

Thank you for your time
DH

Bike Park.

A

024 City Council Meeting Minutes
nt 24MWJUL3 $896,415.96
Approve Mid-Warrant 24MWJUL4 $908,265.18
Approve Warrant 24AUG1 $720,979.73
Approve Payroll 07/19/2024 $498,542.04
Approve Payroll 07/26/2024 $860,115.26
Approve Payroll 08/02/2024 $501,687.61
Approve Budget Transfers - Regular
Approve Budget Amendments - Regular

PUBLIC COMMENT

Please refer to the Recording of the Proceedings as these minutes are not a verbatim record of the proceedings, the minutes are not a word-for-word transcript.

Mayor Safford opened the Public Comment period at 9:06 a.m.

David Buchan, Chairman of the Saratoga County Conservative Party, commented the City need for a full time City Attorney in the City Attorney's Office. Buchan stated the City Attorney currently is employed part-time (20) hours a week.

Marybeth Delarm, commented on the Accounts Department Deputy, Commissioners and employees and the lacking of the City Council Meeting Minutes with missing motions, errors, and typos. Delarm commented that the minutes include added events that never happened and conversations that did happen were not included.

Commissioner Moran addressed Marybeth Delarm and stated that nothing she had said was true.

Dina Henke commented on the RFP for Short-Term Lease of 8 Williams Street that had been issued in September of 2023. Henke commented on RISE's response that did not state services of mental health. Henke commented the current RISE lease expired May 1, 2024. Additional comments attached.

Mike Lenz, former Mayor and Finance Commissioner of the City of Saratoga Springs, comment on his advisement of tabling the lease agreement for 5 Williams Street. Lenz commented the organization he represents would prefer to not have any organization that services a homeless population and are high risk to children at the nearby school.

Commissioner Sanghvi addressed David Buchan's comment regarding the City Attorney's Office. Sanghvi stated the City Attorney is appointed by the Mayor and that in itself makes it a political position by nature. Sanghvi stated the only way to fundamentally make changes is through Charter change that removes all such positions from the legislative body. Sanghvi stated that someone else would be in charge of City Hall staff, so none of the positions are political and no one is used in a detrimental nature and wellbeing. Sanghvi stated the City Hall staff works hard for the City and the reason why she is an advocate for Charter Change.

Commissioner Moran stated that the legal function should be without partition elements. Moran stated he would be bringing forward a contract for legal services for attorneys that would sit under the City Attorney's Office to provide the expanded capacity required.

DRAFT

9. Award of Bid: Professional Services – West Side Connection to JMT of New York

oran stated the Award of Bid is contingent on Certificate of Sufficient Funds.

/ote: RISE Housing and Support Service Lease Agreement

Commissioner Moran stated he would be available after the preliminary agenda meeting to discuss the lease agreement with anyone who would like to discuss. Moran stated there is no other agenda for lease agreement other than to give the administrators a location to work from while their location is being renovated.

Mayor Safford stated his main concern is that the agreement is vetted by the City's legal team. Commissioner Moran stated leases get drawn up by the Department of Public Works.

Commissioner Golub stated the Commissioner of Department of Public Works is also an attorney. Golub stated the lease is based off the agreement drafted by the City Attorney's Office, which contained issued that Golub had met with Spa Catholic to about and had been incorporated in the new lease.

Commissioner Coll asked whether the lease being proposed is the same lease from February 2023. Commissioner Golub stated the original lease that Attorney Izzo put together did not reflect the scope that was intended. Golub stated the revision that had been drawn up reflected the narrower scope of what was intended for the building. Golub stated the lease being brought forward is the narrower scope – administrative only scope. Golub stated the lease was meant to be restrictive to Spa Catholic's credit for pushing for that type of lease agreement.

Commissioner Golub stated the longer the building remains vacant the more issues Spa Catholic is trying to avoid will continue to happen. Commissioner Coll stated the DPS has put up signs and have tried to address the issues Golub described.

Mike Lenz, Saratoga Springs Spa Catholic Parent, was allowed by Council to make additional public comments on the RISE lease agreement.

Mike Lenz stated he appreciated Commissioner Golub's revisions to the lease. Lenz stated the Spa Catholic Parents did not want a service organization that has a potential risk to children. Lenz stated he does not believe the Council is able to state that one (1) person that walks into the 5 Williams Street building will not be a risk. Lenz stated the City had two (2) years to lease out the building and for it to remain empty and problems arising from the empty building is the fault of the City. Lenz advised the Council to table the vote on the lease agreement so that additional meetings can be had with the Council and Spa Catholic families to review the lease.

Commissioner Moran stated there are to be no services provided by RISE Housing & Support Services to walk-in community members. Commissioner Golub stated there is no way that Mike Lenz is ever going to agree with the lease. Golub stated the City has long-term solutions for the building that has nothing to do with homelessness services.

Mike Lenz stated there is nothing in the lease that prevents RISE from coming back to the Council requesting to change the scope of the lease agreement. Lenz stated there is potential for mission creep of the lease.

Commissioner Sanghvi asked if the conversation could be continued outside of the City Council Meeting. Mike Lenz stated he had one (1) more question and Mayor Safford and Commissioner Golub allowed the conversation to continue.

Mike Lenz stated he was under the impression 6 – 12 persons would be serviced at the 5 Williams Street location on a daily basis.

Commissioner Coll stated his understanding would be the 6 – 12 persons are going to the location for low income housing persons where people can collect their social security checks. Coll stated no additional services would be provided.

Commissioner Sanghvi stated the process of allowing some people to speak outside of public comment when others are not allowed is where the Council gets themselves into trouble. Sanghvi stated the Council should want all the constituents to be heard.

Mayor Safford stated he wanted the Spa Catholic parents are known they are heard and stated sometimes there are exceptions that need to be made. Safford stated he wants the lease to be made available as soon as possible.

Outlook

Public Comment 9/3/24

From Dina Henke <dinahenke555@gmail.com>

Date Tue 9/3/2024 3:57 PM

To Public Comment <public.comment@saratoga-springs.org>; Dillon Moran <Dillon.Moran@saratoga-springs.org>; Minita Sanghvi <Minita.Sanghvi@saratoga-springs.org>; John Safford <John.Safford@saratoga-springs.org>; Tim Coll <Tim.Coll@saratoga-springs.org>; Tony Izzo <Tony.Izzo@saratoga-springs.org>; david.harper@saratoga-springs.org <david.harper@saratoga-springs.org>; JoAnne Kiernan <Joanne.Kiernan@saratoga-springs.org>

1 attachments (663 KB)

9324 public comment.pdf;

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.

Dear City Council,

Attached please find my public comment submission for tonight's meeting.

I do hope my comments will be considered and someone will finally address my concerns. I have been bringing the same valid issues to your attention over and over again. There is a lack of accountability. Some members of the Council are allowed to create City records with are not accurate. They are not edited when the evidence shows they do indeed contain false accounts. The Council continually votes to affirm this now routine practice.

Table items, find a way to require documents added at the table are made available to the public without FOILing, question why some Departments feel the need to infiltrate the scope of work outside their responsibilities that are part of other Departments, come up with a policy for speaking to the media to curb false statements and statements which may hurt the City, stop the Ron Kim era petty attacks on your fellow Council Members that have ramped up, come up with a texting policy during meetings. Like most places of employment, have a contact point If there is an emergency who can alert you otherwise stop texting on multiple phones. Imagine if all City employees were texting constantly. How would their supervisor view that behavior. If a citizen shows up to pay a bill and the City employee is texting the whole time. Why do different standards apply to some employees paid by the City and not others?

Consider the public can discern when Commissioners work together to advance an issue or even support one another's agendas even if facts are left out. Like the election item on tonight's agenda. The charter changes to elections removed certain elements and added that the State election Law shall guide. The resolution on the agenda stops short. Why? Why wouldn't you tell the public the is more such as State election Laws guiding? The resolution doesn't mention the County yet Commissioner Sanghvi at pre-agenda referenced the resolution was connected to the County. You have candidates that could be appointed for the next 2 months. Why not take DPW responsibilities assigned to Commissioner Moran off his already more than full plate? The public can see choreographed rehearsed, unrehearsed and not rehearsed enough collaborations.

A recent Times Union article quoted Commissioner Sanghvi telling the public the City Attorney's have said a special election is needed. That's opposite of what was said by a city attorney. Why is this allowed? Commissioner Sanghvi should as that the Times Union
correct the article. She didn't seem to listen at pre-agenda when this was explained to her. I believe the Mayor questioned her resolution after the Council was told State Law guides was added to the Charter which would muddy her resolution. It looked like she ignored the facts that were presented to her because she said she was still presenting the resolution and they are voting on it which is the opposite of what had just been explained to the council. It's so bizarre to just keep pushing this item and to allow the public to believe there is nothing else to consider other than the narrowly focused view on a charter that has further provisions left out of the resolution. The resolution should be pulled from the agenda for those reasons. To leave it only appears to be a desperate attempt to confuse the public and make up rules when the State Law already has provisions and the City has candidates available now to appoint.

Attached is my comment and screenshots of minutes.

Respectfully,
Dina

12 of 40

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FINANCE DEPARTMENT

1. Announcement: City Tax Update

   No additional comments.

2. Announcement: Update on Participatory Budgeting Cycle Three

Bike Park.

8 of 40

A

)24 City Council Meeting Minutes
nt 24MWJUL3 $896,415.96
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DRAFT

AGENDA ITEM NO. 6.4

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Consent Agenda

AGENDA SECTION: Consent Agenda

SUBJECT: Approve Mid-Warrant 24MWSEP2 $5,427,682.07

SUGGESTED ACTION:

ITEM ACTION: Consent Agenda

ITEM NOTES:

ATTACHMENTS:
24MWSEP2 $5,427,682.07

CITY OF SARATOGA SPRINGS WARRANT REPORT

DATE: 09/25/2024 WARRANT: 24MWSEP2 AMOUNT: $ 5,427,682.07

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.

_____

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24MWSEP2 09/25/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
50 A T & T			00002	INV	09/25/2024	1180195449	214233	216145	
1	A3021694 54670		DPN CS	PHONES		3.65			
2	A3031494 54670		DPW CS	PHONES		3.65			
3	A3143414 54670		FIRE CS	PHONES		3.66			
4	A3567144 54671		REC EXP CS	PHONE FAX		3.65			
5	A3031654 54670		GARAGE CS	PHONES		3.66			
6	A3021694 54670		DPN CS	PHONES		3.65			
			Invoice Net			21.92			
						CHECK TOTAL 21.92			----------
6950 AMSURE			00001	INV	09/25/2024	137846	214182	216094	
1	A3011478 58010		CS EMP BEN	HOSPITALIZ		3,181.26			
2	A3719068 58010		HOSPITALIZ	HOSPITALIZ		41,809.92			
3	A3729068 58010		HOSP EB	HOSPITALIZ		35,379.59			
4	A3739068 58010		HOSPITALIZ	HOSPITALIZ		156,197.51			
5	A3749068 58010		HOSPITALIZ	HOSPITALIZ		523,570.07			
6	A3759068 58010		HOSPITALIZ	HOSPITALIZ		28,931.27			
7	A3769068 58010		HOSPITALIZ	HOSPITALIZ		12,023.86			
8	A3769068 58010	3000	HOSPITALIZ	HOSPITALIZ		18,574.32			
9	E3577168 58010		CCA EB	HOSPITALIZ		1,425.49			
10	F3739068 58010		HOSPITALIZ	HOSPITALIZ		40,251.08			
11	G3739068 58010		HOSPITALIZ	HOSPITALIZ		20,405.56			
			Invoice Net			881,749.93			
						CHECK TOTAL 881,749.93			----------
116 BSCSD TAX COLLECTOR			00000	INV	09/25/2024	009502	214183	216095	
1	F3638324 54811		LK RES CS	PORP TAXES		2,354.63			
			Invoice Net			2,354.63			
116 BSCSD TAX COLLECTOR			00000	INV	09/25/2024	011687	214184	216096	
1	F3638324 54811		LK RES CS	PORP TAXES		4,545.69			
			Invoice Net			4,545.69			
						CHECK TOTAL 6,900.32			----------
8695 CHARTER COMMUNICATIONS			00000	INV	09/25/2024	151297601090724	214188	216100	
1	A3021694 54740		DPN CS	SC EQUIP		654.96			
			Invoice Net			654.96			
						CHECK TOTAL 654.96			----------
8695 CHARTER COMMUNICATIONS			00001	INV	09/25/2024	226486401090724	214187	216099	
1	A3143124 54740		POLICE CS	SC EQUIP		180.47			
			Invoice Net			180.47			
						CHECK TOTAL 180.47			----------
8873 CROWN CASTLE FIBER LLC			00000	INV	09/25/2024	1643211	214190	216102	
1	A3021694 54740		DPN CS	SC EQUIP		5,831.15			
			Invoice Net			5,831.15			
						CHECK TOTAL 5,831.15			----------

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
8873	CROWN CASTLE FIBER LLC	00001		INV	09/25/2024	1650597		214189	216101	
1	A3021694 54740		DPN CS	SC EQUIP		1,399.00				
	Invoice Net					1,399.00				
						CHECK TOTAL	1,399.00			----------
8746	FIRSTLIGHT FIBER, INC.	00001		INV	09/25/2024	18239772		214191	216103	
1	E3577164 54670		CCA CS	PHONES		176.12				
	Invoice Net					176.12				
						CHECK TOTAL	176.12			----------
200	THE HARTFORD	00001		INV	09/25/2024	735846241713		214192	216104	
1	A3011474 54774		CIVSERV CS	LIFE INSUR		4.00				
2	A3719044 54774		LIFE INS M	LIFE INS		92.00				
3	A3729044 54774		LIFE INS F	LIFE INS		40.00				
4	A3739044 54774		LIFE IN PW	LIFE INS		306.53				
5	F3739044 54774		LIFE INS W	LIFE INS		62.33				
6	G3739044 54774		LIFE INS S	LIFE INS		46.34				
7	A3749044 54774		LIFE IN PS	LIFE INS		408.40				
8	A3759044 54774		P&F INSURA	LIFE INS		44.00				
9	A3769044 54774		LIFE INS R	LIFE INS		20.00				
10	A3769044 54774	3000	LIFE INS R	LIFE INSUR		54.40				
	Invoice Net					1,078.00				
						CHECK TOTAL	1,078.00			----------
319	NATIONAL GRID	00001		INV	09/25/2024	214193		214193	216105	
1	A3335184 54750		ST LIG CS	STREET LIG		47,935.59				
	Invoice Net					47,935.59				
						CHECK TOTAL	47,935.59			----------
319	NATIONAL GRID COMPANY	00002		INV	09/25/2024	214194		214194	216106	
1	E3577164 54650		CCA CS	UTILITIES		375.93				
	Invoice Net					375.93				
						CHECK TOTAL	375.93			----------
9431	NRG BUSINESS MARKETING	00000		INV	09/25/2024	HS44444231		214195	216107	
1	E3577164 54650		CCA CS	UTILITIES		780.70				
	Invoice Net					780.70				
						CHECK TOTAL	780.70			----------
1903	NYS DEPT ENVIRONMENTAL	00007		INV	09/25/2024	HQ6-Q455-9SAYT		214196	216108	
1	F3638334 54610		WAT TRT CS	REP MAN BU		163.00				
2	F3638334 54230		WAT TRT CS	DUES		137.00				
	Invoice Net					300.00				
						CHECK TOTAL	300.00			----------
8845	QUADIENT LEASING USA,	00001		INV	09/25/2024	Q1482417		214197	216109	
1	A3021314 54740		COM FIN CS	SC EQUIP		168.55				
	Invoice Net					168.55				

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CASH ACCOUNT: A 1200 CASH WARRANT: 24MWSEP2 09/25/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	168.55			----------
223	RICOH USA, INC	00002	240291	INV	09/25/2024	108576282		214198	216110	
1	A3143124 54740	POLICE CS		SC EQUIP		30.11				
		Invoice Net				30.11				
223	RICOH USA, INC	00002	240290	INV	09/25/2024	108587771		214199	216111	
1	A3143124 54740	POLICE CS		SC EQUIP		44.24				
		Invoice Net				44.24				
223	RICOH USA, INC	00002	240050	INV	09/25/2024	108585654		214200	216112	
1	A3143124 54740	POLICE CS		SC EQUIP		49.04				
		Invoice Net				49.04				
223	RICOH USA, INC	00002	220347	INV	09/25/2024	108585653		214201	216113	
1	A3143014 54720	DPS CS		PROF SER		49.97				
		Invoice Net				49.97				
223	RICOH USA, INC	00002	240288	INV	09/25/2024	108559209		214202	216114	
1	A3143414 54740	FIRE CS		SC EQUIP		75.79				
		Invoice Net				75.79				
223	RICOH USA, INC	00002	240289	INV	09/25/2024	108576280		214203	216115	
1	A3143124 54740	POLICE CS		SC EQUIP		81.38				
		Invoice Net				81.38				
						CHECK TOTAL	330.53			----------
16	SARATOGA COUNTY TREASU	00001		INV	09/25/2024	214204		214204	216116	
1	G3638134 54731	CNTY SF CS		CURR CHARG		1,040,553.13				
		Invoice Net				1,040,553.13				
						CHECK TOTAL	1,040,553.13			----------
16	SARATOGA COUNTY TREASU	00001		INV	09/25/2024	214205		214205	216117	
1	A 2670	GEN		DUE COUNTY		3,328,613.34				
		Invoice Net				3,328,613.34				
						CHECK TOTAL	3,328,613.34			----------
17	SARATOGA SPRINGS CSD	00003		INV	09/25/2024	019136		214206	216118	
1	F3638324 54811	LK RES CS		PORP TAXES		1,354.97				
		Invoice Net				1,354.97				
17	SARATOGA SPRINGS CSD	00003		INV	09/25/2024	019141		214207	216119	
1	F3638324 54811	LK RES CS		PORP TAXES		1,851.40				
		Invoice Net				1,851.40				
17	SARATOGA SPRINGS CSD	00003		INV	09/25/2024	003941		214209	216121	
1	F3638324 54811	LK RES CS		PORP TAXES		9,801.35				
		Invoice Net				9,801.35				
17	SARATOGA SPRINGS CSD	00003		INV	09/25/2024	019661		214210	216122	
1	F3638324 54811	LK RES CS		PORP TAXES		15.80				
		Invoice Net				15.80				
17	SARATOGA SPRINGS CSD	00003		INV	09/25/2024	019659		214211	216123	
1	F3638324 54811	LK RES CS		PORP TAXES		23.70				
		Invoice Net				23.70				

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
17	SARATOGA SPRINGS CSD	00003		INV	09/25/2024	019660		214212	216124	
1	F3638324 54811	LK RES CS		PORP	TAXES	38.19				
		Invoice Net				38.19				
17	SARATOGA SPRINGS CSD	00003		INV	09/25/2024	019142		214213	216125	
1	F3638324 54811	LK RES CS		PORP	TAXES	98.76				
		Invoice Net				98.76				
17	SARATOGA SPRINGS CSD	00003		INV	09/25/2024	003940		214214	216126	
1	F3638324 54811	LK RES CS		PORP	TAXES	163.26				
		Invoice Net				163.26				
17	SARATOGA SPRINGS CSD	00003		INV	09/25/2024	019419		214215	216127	
1	F3638324 54811	LK RES CS		PORP	TAXES	620.20				
		Invoice Net				620.20				
17	SARATOGA SPRINGS CSD	00003		INV	09/25/2024	019769		214216	216128	
1	F3638324 54811	LK RES CS		PORP	TAXES	725.55				
		Invoice Net				725.55				
17	SARATOGA SPRINGS CSD	00003		INV	09/25/2024	019140		214217	216129	
1	F3638324 54811	LK RES CS		PORP	TAXES	765.05				
		Invoice Net				765.05				
						CHECK TOTAL	15,458.23			----------
17	SARATOGA SPRINGS CSD	00003		INV	09/25/2024	214208		214208	216120	
1	A3021344 54720	TAXES CITY		PROF	SER	7,255.28				
		Invoice Net				7,255.28				
						CHECK TOTAL	7,255.28			----------
6205	SIEBA, LTD	00001		INV	09/25/2024	35905		214218	216130	
1	A3719068 58013	HOSPITALIZ		HRAADMINFE		23.16				
2	A3739068 58013	HOSPITALIZ		HRAADMINFE		84.92				
3	A3749068 58013	HOSPITALIZ		HRAADMINFE		864.64				
4	A3759068 58013	HOSPITALIZ		HRAADMINFE		7.72				
5	A3749098 58015	FSA		FSAADMINFE		75.00				
		Invoice Net				1,055.44				
						CHECK TOTAL	1,055.44			----------
7721	SOLAR MISSION II LLC	00000		INV	09/25/2024	90000932		214219	216131	
1	A3021314 54650	COM FIN CS		UTILITIES		31,120.94				
		Invoice Net				31,120.94				
						CHECK TOTAL	31,120.94			----------
739	SPECIAL ASSESSMENT DIS	00000		INV	09/25/2024	214220		214220	216132	
1	A 2630	GEN		DUE TO OTH		36,930.11				
		Invoice Net				36,930.11				
						CHECK TOTAL	36,930.11			----------
1699	CHARTER COMMUNICATIONS	00004		INV	09/25/2024	020946201090124		214234	216146	
1	A3021694 54740	DPN CS		SC EQUIP		344.84				
		Invoice Net				344.84				

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24MWSEP2 09/25/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL 344.84			----------
7001	CHARTER COMMUNICATIONS	00001	230564	INV	09/25/2024	236368501082124	214185	216097	
	1 A3143414 54720			FIRE CS	PROF SER	94.95			
				Invoice Net		94.95			
7001	CHARTER COMMUNICATIONS	00001		INV	09/25/2024	013887001090124	214186	216098	
	1 A3143314 54740			TRAF CO CS	SC EQUIP	99.99			
				Invoice Net		99.99			
						CHECK TOTAL 194.94			----------
7350	TVC ALBANY, INC.	00001		INV	09/25/2024	18037957	214221	216133	
	1 A3021694 54740			DPN CS	SC EQUIP	1,311.50			
				Invoice Net		1,311.50			
						CHECK TOTAL 1,311.50			----------
1927	VERIZON	00001		INV	09/25/2024	214222	214222	216134	
	1 A3143124 54670			POLICE CS	PHONES	36.18			
				Invoice Net		36.18			
1927	VERIZON	00001		INV	09/25/2024	214223	214223	216135	
	1 A3143414 54670			FIRE CS	PHONES	372.79			
				Invoice Net		372.79			
						CHECK TOTAL 408.97			----------
7754	VERIZON CONNECT NWF, I	00000		INV	09/25/2024	308000060090	214224	216136	
	1 A3638184 54720			TRANSFE CS	PROF SER	664.00			
	2 A3567194 54720	3000		ICE RIN CS	PROF SER	640.61			
	3 A3031494 54720			DPW CS	PROF SER	340.00			
				Invoice Net		1,644.61			
						CHECK TOTAL 1,644.61			----------
1831	VERIZON WIRELESS	00001		INV	09/25/2024	9972213866	214225	216137	
	1 A3335014 54670			STREETS CS	PHONES	694.07			
	2 A3031494 54670			DPW CS	PHONES	100.47			
	3 A3567174 54670	3000		INDOOR REC	PHONES	31.24			
	4 A3031654 54670			GARAGE CS	PHONES	62.48			
	5 F3638334 54670			WAT TRT CS	PHONES	62.48			
	6 A3031444 54670			ENGINEER C	PHONES	249.92			
				Invoice Net		1,200.66			
1831	VERIZON WIRELESS	00001		INV	09/25/2024	9973585162	214226	216138	
	1 A3143414 54670			FIRE CS	PHONES	90.10			
				Invoice Net		90.10			
1831	VERIZON WIRELESS	00001		INV	09/25/2024	9973310502	214228	216140	
	1 A3031494 54670			DPW CS	PHONES	249.80			
	2 A3335014 54670			STREETS CS	PHONES	89.97			
				Invoice Net		339.77			
1831	VERIZON WIRELESS	00001		INV	09/25/2024	9973515815	214229	216141	
	1 A3143124 54670			POLICE CS	PHONES	127.90			

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24MWSEP2 09/25/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
2	A3143624 54670	CEO INS CS		PHONES		320.47				
		Invoice Net				448.37				
						CHECK TOTAL	2,078.90			----------
1831	VERIZON WIRELESS	00001		INV	09/25/2024	9972183780		214227	216139	
1	A3021694 54670	DPN CS		PHONES		94.75				
		Invoice Net				94.75				
						CHECK TOTAL	94.75			----------
2743	WEST AVENUE SAD	00000		INV	09/25/2024	214230		214230	216142	
1	A 2630	GEN		DUE TO OTH		11,577.84				
		Invoice Net				11,577.84				
						CHECK TOTAL	11,577.84			----------
7609	WINDSTREAM	00000		INV	09/25/2024	76642226		214231	216143	
1	A3021694 54670	DPN CS		PHONES		513.85				
		Invoice Net				513.85				
7609	WINDSTREAM	00000		INV	09/25/2024	76640082		214232	216144	
1	A3143124 54670	POLICE CS		PHONES		458.74				
2	A3143414 54670	FIRE CS		PHONES		183.49				
		Invoice Net				642.23				
						CHECK TOTAL	1,156.08			----------
53	INVOICES				WARRANT TOTAL	5,427,682.07	5,427,682.07			
					CASH ACCOUNT BALANCE		-3,649,909.80			

WARRANT SUMMARY

WARRANT: 24MWSEP2 09/25/2024

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
A	A	GENERAL FUND	A -2630 -	DUE TO OTHER FUNDS	48,507.95	
A	A	GENERAL FUND	A -2670 -	DUE TO COUNTY	3,328,613.34	
A	A3011474	CIVIL SERVICE CONT	A -30-1-1431-4-54774 -	LIFE INSURANCE	4.00	27.48
A	A3011478	CIVIL SERVICEEMPLO	A -30-1-1431-8-58010 -	HOSPITALIZATION	3,181.26	13,462.71
A	A3021314	COMM FINANCE CONTR	A -30-2-1310-4-54650 -	UTILITIES	31,120.94	151,948.67
A	A3021314	COMM FINANCE CONTR	A -30-2-1310-4-54740 -	SERVICE CONTRACTS - EQ	168.55	901.05
A	A3021344	TAXES & ASSESSMENT	A -30-2-1393-4-54720 -	SERVICE CONTRACTS - PR	7,255.28	-6,272.05
A	A3021694	DATA PRCESSING NET	A -30-2-1681-4-54670 -	PHONES	615.90	15,201.52
A	A3021694	DATA PRCESSING NET	A -30-2-1681-4-54740 -	SERVICE CONTRACTS - EQ	9,541.45	12,032.33
A	A3031444	CITY ENGINEER'S OF	A -30-3-1440-4-54670 -	PHONES	249.92	34.92
A	A3031494	COMM PUBLIC WORKS	A -30-3-1490-4-54670 -	PHONES	353.92	548.76
A	A3031494	COMM PUBLIC WORKS	A -30-3-1490-4-54720 -	SERVICE CONTRACTS - PR	340.00	.00
A	A3031654	CITY GARAGE CS	A -30-3-1623-4-54670 -	PHONES	66.14	1,425.39
A	A3143014	COMM PUBLIC SAFETY	A -31-4-3010-4-54720 -	SERVICE CONTRACTS - PR	49.97	11,788.30
A	A3143124	POLICE DEPARTMENT	A -31-4-3120-4-54670 -	PHONES	622.82	18,776.02
A	A3143124	POLICE DEPARTMENT	A -31-4-3120-4-54740 -	SERVICE CONTRACTS - EQ	385.24	16,304.96
A	A3143314	TRAFFIC CONTROL CS	A -31-4-3310-4-54740 -	SERVICE CONTRACTS - EQ	99.99	300.09
A	A3143414	FIRE DEPARTMENT CS	A -31-4-3410-4-54670 -	PHONES	650.04	17,529.95
A	A3143414	FIRE DEPARTMENT CS	A -31-4-3410-4-54720 -	SERVICE CONTRACTS - PR	94.95	44,555.46
A	A3143414	FIRE DEPARTMENT CS	A -31-4-3410-4-54740 -	SERVICE CONTRACTS - EQ	75.79	8,918.25
A	A3143624	CODE ENFORCEMENT C	A -31-4-3620-4-54670 -	PHONES	320.47	2,617.66
A	A3335014	STREETS CS	A -33-3-5010-4-54670 -	PHONES	784.04	1,004.00
A	A3335184	STREET LIGHTING CS	A -33-3-5182-4-54750 -	STREET LIGHTING	47,935.59	-47,918.00
A	A3567144	RECREATION EXPENSE	A -35-6-7140-4-54671 -	PHONES & FAX	3.65	65.99
A	A3567174	INDOOR RECREATION	A -35-6-7171-4-54670 -3000	PHONES	31.24	1,315.35
A	A3567194	ICE RINKS CS	A -35-6-7181-4-54720 -3000	SERVICE CONTRACTS - PR	640.61	1,360.68
A	A3638184	TRANSFER STATION C	A -36-3-8180-4-54720 -	SERVICE CONTRACTS - PR	664.00	1,836.00
A	A3719044	LIFE INSURANCE MAY	A -37-1-9045-4-54774 -	LIFE INSURANCE	92.00	408.00
A	A3719068	HOSPITALIZATION	A -37-1-9060-8-58010 -	HOSPITALIZATION	41,809.92	208,943.44
A	A3719068	HOSPITALIZATION	A -37-1-9060-8-58013 -	HRA ADMINISTRATIVE FEE	23.16	117.12
A	A3729044	LIFE INSURANCE FIN	A -37-2-9045-4-54774 -	LIFE INSURANCE	40.00	377.00
A	A3729068	HOSPITALIZATION EB	A -37-2-9060-8-58010 -	HOSPITALIZATION	35,379.59	198,469.98
A	A3739044	LIFE INSURANCE DPW	A -37-3-9045-4-54774 -	LIFE INSUARNCE	306.53	871.07
A	A3739068	HOSPITALIZATION	A -37-3-9060-8-58010 -	HOSPITALIZATION	156,197.51	700,059.63
A	A3739068	HOSPITALIZATION	A -37-3-9060-8-58013 -	HRA ADMINISTRATIVE FEE	84.92	654.64
A	A3749044	LIFE INSURANCE PUB	A -37-4-9045-4-54774 -	LIFE INSURANCE	408.40	1,732.00
A	A3749068	HOSPITALIZATION	A -37-4-9060-8-58010 -	HOSPITALIZATION	523,570.07	2,247,868.11
A	A3749068	HOSPITALIZATION	A -37-4-9060-8-58013 -	HRA ADMINISTRATIVE FEE	864.64	4,867.92
A	A3749098	FLEXIBLE SPENDING	A -37-4-9090-8-58015 -	FSA ADMINISTRATIVE FEE	75.00	225.00
A	A3759044	POLICE & FIRE INSU	A -37-5-9045-4-54774 -	LIFE INSURANCE	44.00	140.00
A	A3759068	HOSPITALIZATION	A -37-5-9060-8-58010 -	HOSPITALIZATION	28,931.27	90,727.20
A	A3759068	HOSPITALIZATION	A -37-5-9060-8-58013 -	HRA ADMINISTRATIVE FEE	7.72	108.96
A	A3769044	LIFE INSURANCE REC	A -37-6-9045-4-54774 -	LIFE INSURANCE	20.00	108.00
A	A3769044	LIFE INSURANCE REC	A -37-6-9045-4-54774 -3000	LIFE INSURANCE	54.40	130.40
A	A3769068	HOSPITALIZATION	A -37-6-9060-8-58010 -	HOSPITALIZATION	12,023.86	62,936.78
A	A3769068	HOSPITALIZATION	A -37-6-9060-8-58010 -3000	HOSPITALIZATION	18,574.32	34,497.31
				FUND TOTAL	4,300,884.36	

CASH ACCOUNT A 1200 BALANCE -3,649,909.80 **WARNING - INSUFFICIENT CASH BALANCE

WARRANT SUMMARY

WARRANT: 24MWSEP2 09/25/2024

FUND	ORG	ACCOUNT		AMOUNT	AVLB BUDGET
E	E3577164 CITY CENTER AUTHOR	E -35-7-7160-4-54650 -	UTILITIES	1,156.63	33,641.45
E	E3577164 CITY CENTER AUTHOR	E -35-7-7160-4-54670 -	PHONES	176.12	2,625.96
E	E3577168 CITY CENTER AUTHOR	E -35-7-7160-8-58010 -	HOSPITALIZATION	1,425.49	4,520.59
			FUND TOTAL	2,758.24	
CASH ACCOUNT A 1200		BALANCE -3,649,909.80	**WARNING - INSUFFICIENT CASH BALANCE		
F	F3638324 LAKE & RESERVOIR C	F -36-3-8320-4-54811 -	PROPERTY TAXES	22,358.55	-9,807.71
F	F3638334 WATER TREATMNET PL	F -36-3-8330-4-54230 -	DUES	137.00	.00
F	F3638334 WATER TREATMNET PL	F -36-3-8330-4-54610 -	REPAIRS & MAINTENANCE	163.00	340.40
F	F3638334 WATER TREATMNET PL	F -36-3-8330-4-54670 -	PHONES	62.48	1,312.14
F	F3739044 LIFE INSURANCE WAT	F -37-3-9045-4-54774 -	LIFE INSURANCE	62.33	228.99
F	F3739068 HOSPITALIZATION	F -37-3-9060-8-58010 -	HOSPITALIZATION	40,251.08	147,720.49
			FUND TOTAL	63,034.44	
CASH ACCOUNT A 1200		BALANCE -3,649,909.80	**WARNING - INSUFFICIENT CASH BALANCE		
G	G3638134 COUNTY SEWER DISTR	G -36-3-8130-4-54731 -	CURRENT CHARGES	1,040,553.13	1,278,340.63
G	G3739044 LIFE INSURANCE SEW	G -37-3-9045-4-54774 -	LIFE INSURANCE	46.34	150.90
G	G3739068 HOSPITALIZATION	G -37-3-9060-8-58010 -	HOSPITALIZATION	20,405.56	84,221.50
			FUND TOTAL	1,061,005.03	
CASH ACCOUNT A 1200		BALANCE -3,649,909.80	**WARNING - INSUFFICIENT CASH BALANCE		
			WARRANT SUMMARY TOTAL	5,427,682.07	
			GRAND TOTAL	5,427,682.07	

WARRANT LIST BY VOUCHER

WARRANT: 24MWSEP2 09/25/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216094	6950	AMSURE	214182		INV	09/25/2024	881,749.93	137847
	INVOICE: 137846							
216095	116	BSCSD TAX COLLECTOR	214183		INV	09/25/2024	2,354.63	190.15-2-18
	INVOICE: 009502							
216096	116	BSCSD TAX COLLECTOR	214184		INV	09/25/2024	4,545.69	642.89-9999-240.100-18
	INVOICE: 011687							
216097	7001	CHARTER COMMUNICATIONS	214185	230564	INV	09/25/2024	94.95	236368501
	INVOICE: 236368501082124							
216098	7001	CHARTER COMMUNICATIONS	214186		INV	09/25/2024	99.99	013887001
	INVOICE: 013887001090124							
216099	8695	CHARTER COMMUNICATIONS	214187		INV	09/25/2024	180.47	226486401
	INVOICE: 226486401090724							
216100	8695	CHARTER COMMUNICATIONS	214188		INV	09/25/2024	654.96	151297601
	INVOICE: 151297601090724							
216101	8873	CROWN CASTLE FIBER LLC	214189		INV	09/25/2024	1,399.00	B36740
	INVOICE: 1650597							
216102	8873	CROWN CASTLE FIBER LLC	214190		INV	09/25/2024	5,831.15	B11184
	INVOICE: 1643211							
216103	8746	FIRSTLIGHT FIBER, INC.	214191		INV	09/25/2024	176.12	60010305
	INVOICE: 18239772							
216104	200	THE HARTFORD	214192		INV	09/25/2024	1,078.00	000040370001
	INVOICE: 735846241713							
216105	319	NATIONAL GRID	214193		INV	09/25/2024	47,935.59	DPW
	INVOICE: 214193							
216106	319	NATIONAL GRID COMPANY	214194		INV	09/25/2024	375.93	09228-52006
	INVOICE: 214194							
216107	9431	NRG BUSINESS MARKETING LLC	214195		INV	09/25/2024	780.70	713390-49245
	INVOICE: HS44444231							
216108	1903	NYS DEPT ENVIRONMENTAL CONSERVATION	214196		INV	09/25/2024	300.00	5-432989
	INVOICE: HQ6-Q455-9SAYT							
216109	8845	QUADIENT LEASING USA, INC.	214197		INV	09/25/2024	168.55	00402766
	INVOICE: Q1482417							
216110	223	RICOH USA, INC	214198	240291	INV	09/25/2024	30.11	323252-3758017USC

WARRANT LIST BY VOUCHER

WARRANT: 24MWSEP2 09/25/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 108576282								
216111	223	RICOH USA, INC	214199	240290	INV	09/25/2024	44.24	323252-3758017US1
INVOICE: 108587771								
216112	223	RICOH USA, INC	214200	240050	INV	09/25/2024	49.04	323252-3758017USC5
INVOICE: 108585654								
216113	223	RICOH USA, INC	214201	220347	INV	09/25/2024	49.97	323252-3758017USC3
INVOICE: 108585653								
216114	223	RICOH USA, INC	214202	240288	INV	09/25/2024	75.79	323252-3758017US2
INVOICE: 108559209								
216115	223	RICOH USA, INC	214203	240289	INV	09/25/2024	81.38	323252-3758017ML
INVOICE: 108576280								
216116	16	SARATOGA COUNTY TREASURER'S OFFICE	214204		INV	09/25/2024	1,040,553.13	3RD QTR 2024 SEWER DIS
INVOICE: 214204								
216117	16	SARATOGA COUNTY TREASURER'S OFFICE	214205		INV	09/25/2024	3,328,613.34	3RD QTR COUNTY TAX
INVOICE: 214205								
216118	17	SARATOGA SPRINGS CSD	214206		INV	09/25/2024	1,354.97	153.-2-1
INVOICE: 019136								
216119	17	SARATOGA SPRINGS CSD	214207		INV	09/25/2024	1,851.40	153.-2-21
INVOICE: 019141								
216120	17	SARATOGA SPRINGS CSD	214208		INV	09/25/2024	7,255.28	2024-2025 SCHOOL TAX
INVOICE: 214208								
216121	17	SARATOGA SPRINGS CSD	214209		INV	09/25/2024	9,801.35	166.30-1-2
INVOICE: 003941								
216122	17	SARATOGA SPRINGS CSD	214210		INV	09/25/2024	15.80	153.14-1-10.1
INVOICE: 019661								
216123	17	SARATOGA SPRINGS CSD	214211		INV	09/25/2024	23.70	153.14-1-1
INVOICE: 019659								
216124	17	SARATOGA SPRINGS CSD	214212		INV	09/25/2024	38.19	153.14-1-7
INVOICE: 019660								
216125	17	SARATOGA SPRINGS CSD	214213		INV	09/25/2024	98.76	153.-2-22
INVOICE: 019142								
216126	17	SARATOGA SPRINGS CSD	214214		INV	09/25/2024	163.26	166.30-1-1.2
INVOICE: 003940								

WARRANT LIST BY VOUCHER

WARRANT: 24MWSEP2 09/25/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216127	17	SARATOGA SPRINGS CSD	214215		INV	09/25/2024	620.20	153.9-2-1
	INVOICE:	019419						
216128	17	SARATOGA SPRINGS CSD	214216		INV	09/25/2024	725.55	153.17-1-15
	INVOICE:	019769						
216129	17	SARATOGA SPRINGS CSD	214217		INV	09/25/2024	765.05	153.-2-20
	INVOICE:	019140						
216130	6205	SIEBA, LTD	214218		INV	09/25/2024	1,055.44	08/29/2024
	INVOICE:	35905						
216131	7721	SOLAR MISSION II LLC	214219		INV	09/25/2024	31,120.94	#AUGUST2024
	INVOICE:	90000932						
216132	739	SPECIAL ASSESSMENT DISTRICT	214220		INV	09/25/2024	36,930.11	3RD QTR 2024
	INVOICE:	214220						
216133	7350	TVC ALBANY, INC.	214221		INV	09/25/2024	1,311.50	37216
	INVOICE:	18037957						
216134	1927	VERIZON	214222		INV	09/25/2024	36.18	556776045000166
	INVOICE:	214222						
216135	1927	VERIZON	214223		INV	09/25/2024	372.79	251747336000130
	INVOICE:	214223						
216136	7754	VERIZON CONNECT NWF, INC.	214224		INV	09/25/2024	1,644.61	100000162658
	INVOICE:	308000060090						
216137	1831	VERIZON WIRELESS	214225		INV	09/25/2024	1,200.66	642000522-00001
	INVOICE:	9972213866						
216138	1831	VERIZON WIRELESS	214226		INV	09/25/2024	90.10	742082557-00001
	INVOICE:	9973585162						
216139	1831	VERIZON WIRELESS	214227		INV	09/25/2024	94.75	442028324-00002
	INVOICE:	9972183780						
216140	1831	VERIZON WIRELESS	214228		INV	09/25/2024	339.77	742051038-00001
	INVOICE:	9973310502						
216141	1831	VERIZON WIRELESS	214229		INV	09/25/2024	448.37	286916448-00001
	INVOICE:	9973515815						
216142	2743	WEST AVENUE SAD	214230		INV	09/25/2024	11,577.84	3RD QTR 2024
	INVOICE:	214230						

WARRANT LIST BY VOUCHER

WARRANT: 24MWSEP2 09/25/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216143	7609	WINDSTREAM	214231		INV	09/25/2024	513.85	4365150
	INVOICE: 76642226							
216144	7609	WINDSTREAM	214232		INV	09/25/2024	642.23	4298323
	INVOICE: 76640082							
216145	50	A T & T	214233		INV	09/25/2024	21.92	1000-810-2104
	INVOICE: 1180195449							
216146	1699	CHARTER COMMUNICATIONS	214234		INV	09/25/2024	344.84	020946201
	INVOICE: 020946201090124							
						WARRANT TOTAL	5,427,682.07	

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

AGENDA ITEM NO. 6.5

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Consent Agenda

AGENDA SECTION: Consent Agenda

SUBJECT: Approve Warrant 24OCT1 $327,035.80

SUGGESTED ACTION:

ITEM ACTION: Consent Agenda

ITEM NOTES:

ATTACHMENTS:
24OCT1 $327,035.80

CITY OF SARATOGA SPRINGS WARRANT REPORT

DATE: 10/01/2024 WARRANT: 24OCT1 AMOUNT: $ 327,035.80

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.

_____

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
8027 3 RINGS PTS, LLC		00000	240002	INV	10/01/2024	01207	214235	216147	
1 E3475654 54720		OFF ST PAR		PROF SER		4,200.00			
		Invoice Net				4,200.00			
						CHECK TOTAL 4,200.00			----------
8027 3 RINGS PTS, LLC		00000	240002	INV	10/01/2024	01210	214236	216148	
1 E3475654 54720		OFF ST PAR		PROF SER		4,200.00			
		Invoice Net				4,200.00			
						CHECK TOTAL 4,200.00			----------
269 3M COMPANY		00002	240486	INV	10/01/2024	9430464418	214237	216149	
1 A3143314 54713		TRAF CO CS		PAVE MARK		6,237.90			
		Invoice Net				6,237.90			
						CHECK TOTAL 6,237.90			----------
7969 ABSOLUTE PEST CONTROL,		00000	240516	INV	10/01/2024	656241	214238	216150	
1 A3031654 54610		GARAGE CS		REP MAN BU		40.50			
		Invoice Net				40.50			
						CHECK TOTAL 40.50			----------
7969 ABSOLUTE PEST CONTROL,		00000	240516	INV	10/01/2024	656260	214239	216151	
1 A3537114 54720		PK CAS CS		PROF SER		54.00			
		Invoice Net				54.00			
						CHECK TOTAL 54.00			----------
7969 ABSOLUTE PEST CONTROL,		00000	240516	INV	10/01/2024	656943	214240	216152	
1 A3567194 54720 3000		ICE RIN CS		PROF SER		63.00			
		Invoice Net				63.00			
						CHECK TOTAL 63.00			----------
7969 ABSOLUTE PEST CONTROL,		00000	240516	INV	10/01/2024	656424	214241	216153	
1 A3031624 54720		CITY HA CS		PROF SER		199.00			
		Invoice Net				199.00			
						CHECK TOTAL 199.00			----------
5045 ADIRONDACK SIGN COMPAN		00000	240514	INV	10/01/2024	33689	214242	216154	
1 A3051414 54112		ACCT CS		TAXILICSUP		60.00			
		Invoice Net				60.00			
						CHECK TOTAL 60.00			----------
2785 ADIRONDACK TIRE CORP		00000	240567	INV	10/01/2024	1073393	214243	216155	
1 A3143124 54510		POLICE CS		REP MAN VE		10,744.00			
		Invoice Net				10,744.00			
						CHECK TOTAL 10,744.00			----------
2785 ADIRONDACK TIRE CORP		00001	240019	INV	10/01/2024	214244	214244	216156	
1 A3567144 54510 3000		REC EXP CS		REP MAN VE		298.20			

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
2	A3638564 54510		TREES CS	REP MAN VE		307.04			
3	F3638334 54510		WAT TRT CS	REP MAN VE		276.58			
	Invoice Net					881.82			
					CHECK TOTAL	881.82			----------
5400	AIRGAS EAST		00001	INV	10/01/2024	5510234061	214245	216157	
1	A3143314 54332		TRAF CO CS	MAT REP TL		59.10			
	Invoice Net					59.10			
5400	AIRGAS EAST		00001	INV	10/01/2024	5510162129	214246	216158	
1	A3031654 54180		GARAGE CS	OTHER SUPP		628.44			
	Invoice Net					628.44			
					CHECK TOTAL	687.54			----------
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8139/1	214248	216160	
1	A3335654 54610		OFF ST PAR	REP MAN BU		1.99			
	Invoice Net					1.99			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8119/1	214249	216161	
1	A3335654 54610		OFF ST PAR	REP MAN BU		3.98			
	Invoice Net					3.98			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8049/1	214250	216162	
1	A3537114 54180		PK CAS CS	OTHER SUPP		11.61			
	Invoice Net					11.61			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	6684/1	214251	216163	
1	A3335654 54180		OFF ST PAR	OTHER SUPP		18.36			
	Invoice Net					18.36			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8009/1	214256	216168	
1	A3031654 54610		GARAGE CS	REP MAN BU		30.25			
	Invoice Net					30.25			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8740/1	214257	216169	
1	A3567144 54110		REC EXP CS	OFFICE SUP		30.93			
	Invoice Net					30.93			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8377/1	214258	216170	
1	G3638124 54180		SEWER PUCS	OTHER SUPP		37.25			
	Invoice Net					37.25			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8458/1	214259	216171	
1	A3567144 54610	3000	REC EXP CS	REP MAN BU		37.77			
	Invoice Net					37.77			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8539/1	214260	216172	
1	A3335014 54180		STREETS CS	OTHER SUPP		44.99			
	Invoice Net					44.99			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8282/1	214261	216173	
1	A3635684 54320		CS TRAILS	TOOLS		55.96			
	Invoice Net					55.96			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8396/1	214262	216174	
1	F3638334 54610		WAT TRT CS	REP MAN BU		61.57			
	Invoice Net					61.57			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8338/1	214266	216178	

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
1	F3638334 54720		WAT TRT CS	PROF SER		73.22			
2	F3638334 54180		WAT TRT CS	OTHER SUPP		.77			
			Invoice Net			73.99			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8301/1	214267	216179	
1	A3567194 54610 3000		ICE RIN CS	REP MAN BU		89.97			
			Invoice Net			89.97			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8217/1	214268	216180	
1	A3537114 54180		PK CAS CS	OTHER SUPP		101.83			
			Invoice Net			101.83			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8069/1	214269	216182	
1	A3537114 54180		PK CAS CS	OTHER SUPP		107.83			
			Invoice Net			107.83			
31	ALLERDICE BUILDING SUP		00001	INV	10/01/2024	8028/1	214270	216183	
1	A3537114 54180		PK CAS CS	OTHER SUPP		125.38			
			Invoice Net			125.38			
					CHECK TOTAL	833.66			----------
2048	ALLERDICE DOOR,GLASS,M		00001	INV	10/01/2024	316/6	214272	216185	
1	A3537114 54180		PK CAS CS	OTHER SUPP		88.80			
			Invoice Net			88.80			
					CHECK TOTAL	88.80			----------
7550	AMAZON CAPITAL SERVICE		00000	INV	10/01/2024	1YPKYP7174T7	214273	216186	
1	A3021694 54110		DPN CS	OFFICE SUP		30.88			
			Invoice Net			30.88			
7550	AMAZON CAPITAL SERVICE		00000	INV	10/01/2024	17J76L9NT7VH	214274	216187	
1	A3021692 52230		DPN EQ CAP	HARDWARE		31.98			
			Invoice Net			31.98			
7550	AMAZON CAPITAL SERVICE		00000	INV	10/01/2024	1LRDQHQXWWXV	214275	216188	
1	A3031624 54110		CITY HA CS	OFFICE SUP		39.49			
			Invoice Net			39.49			
7550	AMAZON CAPITAL SERVICE		00000	INV	10/01/2024	14FY1YF4C7CH	214276	216189	
1	A3537114 54140		PK CAS CS	JANIT SUPP		41.95			
			Invoice Net			41.95			
7550	AMAZON CAPITAL SERVICE		00000	INV	10/01/2024	1HHDVLHHMJCT	214277	216190	
1	A3618684 54110		PED CS	OFFICE SUP		44.87			
			Invoice Net			44.87			
7550	AMAZON CAPITAL SERVICE		00000	INV	10/01/2024	16DCCWDWKXVL	214278	216191	
1	A3031654 54180		GARAGE CS	OTHER SUPP		45.93			
			Invoice Net			45.93			
7550	AMAZON CAPITAL SERVICE		00000	INV	10/01/2024	1Y6CW9PMD66N	214279	216192	
1	A3567144 548613 6010		REC EXP CS	SPORTS SUP		55.98			
			Invoice Net			55.98			
7550	AMAZON CAPITAL SERVICE		00000	INV	10/01/2024	1LHKQ3F36WCD	214280	216193	
1	A3021692 52230		DPN EQ CAP	HARDWARE		105.00			
			Invoice Net			105.00			
7550	AMAZON CAPITAL SERVICE		00000	INV	10/01/2024	176THXWL6KX4	214281	216194	

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	1 A3537114 54160		PK CAS CS	UNIFORMS		224.63			
			Invoice Net			224.63			
7550	AMAZON CAPITAL SERVICE		00000	INV	10/01/2024	1V4J33M647JV	214282	216195	
	1 A3031654 54180		GARAGE CS	OTHER SUPP		257.35			
			Invoice Net			257.35			
7550	AMAZON CAPITAL SERVICE		00000	INV	10/01/2024	1TNKLC6JK3TN	214283	216196	
	1 F3638332 52300		WAT TRT EQ	MISC EQUIP		399.99			
			Invoice Net			399.99			
						CHECK TOTAL 1,278.05			----------
5188	B & H PHOTO VIDEO		00000	240583 INV	10/01/2024	227503125	214286	216199	
	1 A3143124 54705		POLICE CS	COMM POL P		782.40			
			Invoice Net			782.40			
						CHECK TOTAL 782.40			----------
7337	SUSAN BAKER		00000	INV	10/01/2024	214287	214287	216200	
	1 E3577164 54201		CCA CS	BUS EXP SA		34.44			
			Invoice Net			34.44			
						CHECK TOTAL 34.44			----------
113	BARTON & LOGUIDICE D.		00000	230405 INV	10/01/2024	145635	214288	216201	
	1 H3638332 52000 1167		WAT TREATM	CAP PROJ O		17,557.00			
			Invoice Net			17,557.00			
						CHECK TOTAL 17,557.00			----------
3152	BOBCAT OF SARATOGA LLC		00001	INV	10/01/2024	W04542	214289	216202	
	1 E3475654 54330		OFF ST PAR	REP MAN EQ		205.34			
			Invoice Net			205.34			
						CHECK TOTAL 205.34			----------
4542	BOUND TREE MEDICAL LLC		00001	240224 INV	10/01/2024	85488711	214290	216203	
	1 A3143414 54150		FIRE CS	EMS SUPPLI		2,119.12			
			Invoice Net			2,119.12			
4542	BOUND TREE MEDICAL LLC		00001	240224 INV	10/01/2024	85356606	214291	216204	
	1 A3143414 54150		FIRE CS	EMS SUPPLI		259.80			
			Invoice Net			259.80			
						CHECK TOTAL 2,378.92			----------
7426	BPI MECHANICAL SERVICE		00000	240490 INV	10/01/2024	107806	214292	216205	
	1 A3567194 54720 3000		ICE RIN CS	PROF SER		451.00			
			Invoice Net			451.00			
						CHECK TOTAL 451.00			----------
9688	RAYMOND BRYAN		00000	INV	10/01/2024	214293	214293	216206	
	1 A3051354 54810		ASMT CS	SM CLMS CN		30.00			
			Invoice Net			30.00			
						CHECK TOTAL 30.00			----------

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
9579 RACHAEL CAPASSO		00000		INV	10/01/2024	70341391	214294	216207	
1 A3051414 54573		ACCT CS		RS PROGRAM		605.59			
		Invoice Net				605.59			
						CHECK TOTAL 605.59			----------
4121 CAPITAL REGION TRANSPO		00001		INV	10/01/2024	SS4A MAY 2024 PAYME	214295	216208	
1 H3517142 52000 1240		CUL & REC		COMPSTREET		35,000.00			
		Invoice Net				35,000.00			
						CHECK TOTAL 35,000.00			----------
9684 CONSTANCE CARROLL		00000		INV	10/01/2024	214296	214296	216209	
1 A3051354 54810		ASMT CS		SM CLMS CN		30.00			
		Invoice Net				30.00			
						CHECK TOTAL 30.00			----------
7209 CINTAS CORPORATION		00000		INV	10/01/2024	214297	214297	216210	
1 A3143124 54720		POLICE CS		PROF SER		144.08			
		Invoice Net				144.08			
						CHECK TOTAL 144.08			----------
7682 CORE & MAIN LP		00000	240035	INV	10/01/2024	V334998	214298	216211	
1 F3638342 52201		METERS EQ		METERS		5,955.10			
		Invoice Net				5,955.10			
7682 CORE & MAIN LP		00000	240035	INV	10/01/2024	V415732	214299	216212	
1 F3638342 52201		METERS EQ		METERS		13,918.24			
		Invoice Net				13,918.24			
7682 CORE & MAIN LP		00000	240035	INV	10/01/2024	V435061	214300	216213	
1 F3638342 52201		METERS EQ		METERS		800.00			
		Invoice Net				800.00			
7682 CORE & MAIN LP		00000	240035	INV	10/01/2024	V442717	214302	216215	
1 F3638342 52201		METERS EQ		METERS		966.70			
		Invoice Net				966.70			
						CHECK TOTAL 21,640.04			----------
8987 WILLIAM COYNER		00000		INV	10/01/2024	214303	214303	216216	
1 A3143124 54160		POLICE CS		UNIFORMS		179.99			
		Invoice Net				179.99			
						CHECK TOTAL 179.99			----------
8015 CUMMINS SALES AND SERV		00000	240517	INV	10/01/2024	V9-19860	214304	216217	
1 F3638334 54720		WAT TRT CS		PROF SER		1,672.80			
2 G3638114 54720		SEWER CS		PROF SER		6,534.06			
		Invoice Net				8,206.86			
						CHECK TOTAL 8,206.86			----------
8433 DAB TOWING AND RECOVER		00000		INV	10/01/2024	49621	214305	216218	
1 A3143414 54510		FIRE CS		REP MAN VE		75.00			
		Invoice Net				75.00			

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL 75.00			----------
172 ELECTRONIC OFFICE PROD	00001			INV	10/01/2024	53053	214307	216220	
1 A3567144 54740	REC EXP CS	SC EQUIP				159.65			
	Invoice Net					159.65			
						CHECK TOTAL 159.65			----------
8328 EMERGENCY POWER SYSTEM	00000			INV	10/01/2024	WOI-0037559	214308	216221	
1 A3143414 54610	FIRE CS	REP MAN BU				800.00			
	Invoice Net					800.00			
						CHECK TOTAL 800.00			----------
5826 EMSCHARTS	00000			INV	10/01/2024	INV00183327	214309	216222	
1 A3143414 54720	FIRE CS	PROF SER				19.04			
	Invoice Net					19.04			
						CHECK TOTAL 19.04			----------
3084 F W WEBB COMPANY	00001			INV	10/01/2024	87159240	214319	216234	
1 A3537114 54180	PK CAS CS	OTHER SUPP				192.00			
	Invoice Net					192.00			
						CHECK TOTAL 192.00			----------
9692 DOMINICK FAZIOLI AND J	00000			INV	10/01/2024	214310	214310	216223	
1 A3051354 54810	ASMT CS	SM CLMS CN				30.00			
	Invoice Net					30.00			
						CHECK TOTAL 30.00			----------
9687 MICHAEL AND JOANNE FAZ	00000			INV	10/01/2024	214311	214311	216224	
1 A3051354 54810	ASMT CS	SM CLMS CN				30.00			
	Invoice Net					30.00			
						CHECK TOTAL 30.00			----------
4902 TIM FELTON	00000			INV	10/01/2024	08/29/2024	214312	216225	
1 A3143124 54979	POLICE CS	HORSE CARE				445.00			
	Invoice Net					445.00			
						CHECK TOTAL 445.00			----------
5084 FERGUSON US HOLDINGS,	00001		240354	INV	10/01/2024	1245080	214313	216226	
1 F3638354 54180	WAT MAN CS	OTHER SUPP				2,865.98			
	Invoice Net					2,865.98			
5084 FERGUSON US HOLDINGS,	00001		240354	INV	10/01/2024	1244635	214314	216227	
1 A3638144 54180	STORM W CS	OTHER SUPP				520.40			
	Invoice Net					520.40			
						CHECK TOTAL 3,386.38			----------
4899 FITZGERALD MORRIS BAKE	00000		240056	INV	10/01/2024	85789,85790	214315	216228	
1 A3051354 54720	ASMT CS	PROF SER				136.00			
	Invoice Net					136.00			

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
4899	FITZGERALD MORRIS BAKE	00000	230001	INV	10/01/2024	85788		214316	216229	
1	A3051354 54720	ASMT CS		PROF SER		340.00				
		Invoice Net				340.00				
						CHECK TOTAL	476.00			----------
8264	EVAN FORT	00000		INV	10/01/2024	214318		214318	216231	
1	A3143124 54570	POLICE CS		TRAINING		136.68				
		Invoice Net				136.68				
						CHECK TOTAL	136.68			----------
198	GALLS, LLC	00000	240525	INV	10/01/2024	0259017935		214320	216235	
1	A3143124 54160	POLICE CS		UNIFORMS		7.61				
		Invoice Net				7.61				
198	GALLS, LLC	00000	240462	INV	10/01/2024	029058426		214321	216236	
1	A3143122 52205	POLICE EQ		BALLISTIC		13,383.63				
2	A3143122 52205	POLICE EQ		BALLISTIC		721.38				
		Invoice Net				14,105.01				
198	GALLS, LLC	00000	240557	INV	10/01/2024	029039181		214322	216237	
1	A3143124 54160	POLICE CS		UNIFORMS		514.92				
		Invoice Net				514.92				
						CHECK TOTAL	14,627.54			----------
8969	GETTYSBURG FLAG WORKS	00000		INV	10/01/2024	2024/33015		214323	216238	
1	A3537224 54180	HIGHROCKPA		OTHER SUPP		7.76				
2	A3537194 54180	911 MEMORI		OTHER SUPP		77.44				
		Invoice Net				85.20				
						CHECK TOTAL	85.20			----------
6928	GIBBY'S PROFESSIONAL F	00000	240284	INV	10/01/2024	240831		214324	216239	
1	A3143414 54740	FIRE CS		SC EQUIP		1,856.00				
		Invoice Net				1,856.00				
						CHECK TOTAL	1,856.00			----------
189	GRAINGER	00001	240565	INV	10/01/2024	9250165264		214325	216240	
1	A3143412 52601	FIRE EQ CA		FIRE EQUIP		1,005.79				
		Invoice Net				1,005.79				
189	GRAINGER	00001	240564	INV	10/01/2024	9250165272		214326	216241	
1	A3143412 52601	FIRE EQ CA		FIRE EQUIP		601.14				
		Invoice Net				601.14				
						CHECK TOTAL	1,606.93			----------
2893	GRANT GRAPHICS DIGITAL	00000		INV	10/01/2024	INV-37662		214327	216242	
1	A3335654 54610	OFF ST PAR		REP MAN BU		25.00				
		Invoice Net				25.00				
						CHECK TOTAL	25.00			----------
9141	GRASSHOPPER GARDENS, I	00000		INV	10/01/2024	135151		214328	216243	

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
1	E3577164 54720		CCA CS	PROF SER		135.00			
2	E3475654 54720		OFF ST PAR	PROF SER		105.00			
	Invoice Net					240.00			
					CHECK TOTAL	240.00			----------
6210	GREENMAN-PEDERSEN, INC		00000	220565 INV	10/01/2024	0394935	214329	216244	
1	H3143122 52000	1255	DPS	CAP PROJ O		11,165.00			
	Invoice Net					11,165.00			
6210	GREENMAN-PEDERSEN, INC		00000	240474 INV	10/01/2024	0394955	214331	216246	
1	H3517142 52000	1240	CUL & REC	COMPSTREET		2,360.00			
	Invoice Net					2,360.00			
					CHECK TOTAL	13,525.00			----------
193	GREENRIDGE CEMETERY AS		00000	INV	10/01/2024	2024.2	214330	216245	
1	A3638814 54720		CEMETRY CS	PROF SER		17,588.68			
	Invoice Net					17,588.68			
					CHECK TOTAL	17,588.68			----------
7828	GUARDIAN		00000	INV	10/01/2024	OCT 2024	214332	216247	
1	A3011478 58016		CS EMP BEN	DENTAL PRE		110.69			
2	A3719068 58016		HOSPITALIZ	DENTAL PRE		1,055.97			
3	A3729068 58016		HOSP EB	DENTAL PRE		647.49			
4	A3739068 58016		HOSPITALIZ	DENTAL PRE		2,687.57			
5	F3739068 58016		HOSPITALIZ	DENTAL PRE		981.09			
6	G3739068 58016		HOSPITALIZ	DENTAL PRE		409.73			
7	A3749068 58016		HOSPITALIZ	DENTAL PRE		7,593.52			
8	A3759068 58016		HOSPITALIZ	DENTAL PRE		938.08			
9	A3769068 58016		HOSPITALIZ	DENTAL PRE		290.53			
10	A3769068 58016	3000	HOSPITALIZ	DENTAL PRE		168.00			
	Invoice Net					14,882.67			
					CHECK TOTAL	14,882.67			----------
7831	H L GAGE SALES INC		00000	240041 INV	10/01/2024	01P130150	214341	216256	
1	A3335014 54510		STREETS CS	REP MAN VE		1,102.32			
	Invoice Net					1,102.32			
7831	H L GAGE SALES INC		00000	240041 INV	10/01/2024	01W19889	214342	216257	
1	A3335124 54510		HI MS CS	REP MAN VE		1,652.86			
	Invoice Net					1,652.86			
7831	H L GAGE SALES INC		00000	240041 INV	10/01/2024	01P130586	214343	216258	
1	A3335014 54510		STREETS CS	REP MAN VE		16.11			
	Invoice Net					16.11			
7831	H L GAGE SALES INC		00000	240041 INV	10/01/2024	01P130069	214344	216259	
1	A3335014 54510		STREETS CS	REP MAN VE		146.61			
	Invoice Net					146.61			
7831	H L GAGE SALES INC		00000	240041 INV	10/01/2024	01P130309	214345	216260	
1	A3335014 54510		STREETS CS	REP MAN VE		206.27			
	Invoice Net					206.27			

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7831 H L GAGE SALES INC		00000	240041	INV	10/01/2024	01P130593	214346	216261	
1 A3335014 54510	STREETS CS	REP MAN VE				212.82			
	Invoice Net					212.82			
7831 H L GAGE SALES INC		00000	240041	INV	10/01/2024	01P130571	214347	216262	
1 A3335014 54510	STREETS CS	REP MAN VE				291.69			
	Invoice Net					291.69			
						CHECK TOTAL 3,628.68			----------
207 A A HADEKA STONE CORP		00000	240552	INV	10/01/2024	35640	214333	216248	
1 A3567142 52500	REC EQ CAP	SPORTS EQU				7,515.00			
	Invoice Net					7,515.00			
						CHECK TOTAL 7,515.00			----------
9685 MATTHEW HAMEL		00000		INV	10/01/2024	214335	214335	216250	
1 A063 42411	DPW $ PROP	RENT CASIN				500.00			
	Invoice Net					500.00			
						CHECK TOTAL 500.00			----------
9693 LAWRENCE HAMILTON		00000		INV	10/01/2024	23-140485	214336	216251	
1 A044 41640	DPS DEP IN	AMBULTRANS				1,840.00			
	Invoice Net					1,840.00			
						CHECK TOTAL 1,840.00			----------
9626 HD SUPPLY, INC.		00000		INV	10/01/2024	214337	214337	216252	
1 A3143124 54610	POLICE CS	REP MAN BU				40.43			
2 A3143124 54140	POLICE CS	JANIT SUPP				231.63			
3 A3143312 52802	TRAF EQ CA	TOOLS&EQUI				83.61			
4 A3143412 52601	FIRE EQ CA	FIRE EQUIP				66.95			
5 A3143414 54200	FIRE CS	HOUSE SUPP				980.26			
6 A3143414 54610	FIRE CS	REP MAN BU				143.76			
	Invoice Net					1,546.64			
						CHECK TOTAL 1,546.64			----------
9671 HILL AND SMITH INC		00000	240558	INV	10/01/2024	92431	214338	216253	
1 A3143022 52230	PS NET EQ	HARDWARE				106.00			
2 A3143022 52230	PS NET EQ	HARDWARE				24.94			
	Invoice Net					130.94			
						CHECK TOTAL 130.94			----------
205 HIRAM HOLLOW REGENERAT		00001		INV	10/01/2024	693245	214339	216254	
1 A3537114 54180	PK CAS CS	OTHER SUPP				78.77			
	Invoice Net					78.77			
						CHECK TOTAL 78.77			----------
2439 HOME DEPOT/MAINTENANCE		00012		INV	10/01/2024	2264884	214349	216264	
1 A3537214 54610	CAROUSEL	REP MAN BU				54.32			
	Invoice Net					54.32			

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2439	HOME DEPOT/MAINTENANCE	00012		INV	10/01/2024	23340	214351	216266	
	1 A3567174 54140 3000	INDOOR REC	JANIT SUPP			56.41			
		Invoice Net				56.41			
2439	HOME DEPOT/MAINTENANCE	00012		INV	10/01/2024	25180	214352	216267	
	1 A3567144 54610 3000	REC EXP CS	REP MAN BU			83.96			
		Invoice Net				83.96			
2439	HOME DEPOT/MAINTENANCE	00012		INV	10/01/2024	8023710	214353	216268	
	1 A3567174 54140 3000	INDOOR REC	JANIT SUPP			116.07			
		Invoice Net				116.07			
2439	HOME DEPOT/MAINTENANCE	00012		INV	10/01/2024	6022278	214354	216269	
	1 F3638334 54610	WAT TRT CS	REP MAN BU			142.65			
		Invoice Net				142.65			
2439	HOME DEPOT/MAINTENANCE	00012		INV	10/01/2024	4264861	214355	216270	
	1 A3567144 54610 3000	REC EXP CS	REP MAN BU			155.92			
		Invoice Net				155.92			
2439	HOME DEPOT/MAINTENANCE	00012		INV	10/01/2024	2264886	214356	216271	
	1 A3567194 54610 3000	ICE RIN CS	REP MAN BU			269.95			
		Invoice Net				269.95			
2439	HOME DEPOT/MAINTENANCE	00012		INV	10/01/2024	264741	214357	216272	
	1 A3567194 54610 3000	ICE RIN CS	REP MAN BU			280.78			
		Invoice Net				280.78			
						CHECK TOTAL 1,160.06			----------
8977	ICC CDS, LLC	00000	240524	INV	10/01/2024	PC0000033793	214358	216273	
	1 H3011462 52000 1280	ELEC REC C	ELECRECCAP			700.00			
		Invoice Net				700.00			
						CHECK TOTAL 700.00			----------
9537	INFINITY AGGREGATES LL	00000	240361	INV	10/01/2024	4987, 4846	214359	216274	
	1 A3335014 54100	STREETS CS	RUB BLKTOP			1,041.59			
		Invoice Net				1,041.59			
						CHECK TOTAL 1,041.59			----------
220	GARRETT W TRERISE	00000	240008	INV	10/01/2024	FALL 2024 EXTERIOR	214360	216276	
	1 E3577164 54720	CCA CS	PROF SER			1,931.80			
		Invoice Net				1,931.80			
						CHECK TOTAL 1,931.80			----------
6004	INTERSTATE BATTERIES	00000		INV	10/01/2024	10123663	214361	216277	
	1 A3031654 54180	GARAGE CS	OTHER SUPP			152.95			
		Invoice Net				152.95			
6004	INTERSTATE BATTERIES	00000		INV	10/01/2024	10123662	214362	216278	
	1 A3031654 54180	GARAGE CS	OTHER SUPP			506.00			
		Invoice Net				506.00			
						CHECK TOTAL 658.95			----------
7024	LA ROSA'S AUTOMOTIVE I	00000	240587	INV	10/01/2024	I001909	214365	216281	

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1	A3143124 54510			POLICE CS	REP MAN VE	120.40			
				Invoice Net		120.40			
				CHECK TOTAL		120.40			----------
4940	LABELLA ASSOCIATES PC		00001	230238	INV 10/01/2024	238212	214366	216282	
1	H3031632 52000 1170			DH SR CIT	CAP PROJ O	197.03			
				Invoice Net		197.03			
				CHECK TOTAL		197.03			----------
6369	LAKESIDE PLASTICS INC		00001	240561	INV 10/01/2024	T175159-IN	214368	216284	
1	A3143314 54186			TRAF CO CS	SPECIAL EV	1,101.00			
2	A3143314 54961			TRAF CO CS	SIGNS & PO	1,665.00			
3	A3143314 54961			TRAF CO CS	SIGNS & PO	533.00			
				Invoice Net		3,299.00			
				CHECK TOTAL		3,299.00			----------
8876	LIFE-ASSIST, INC.		00000	240226	INV 10/01/2024	1510087	214370	216286	
1	A3143424 54180			EMS ADV CS	OTHER SUPP	1,563.64			
				Invoice Net		1,563.64			
8876	LIFE-ASSIST, INC.		00000	240226	INV 10/01/2024	1507175	214371	216287	
1	A3143424 54180			EMS ADV CS	OTHER SUPP	54.00			
				Invoice Net		54.00			
8876	LIFE-ASSIST, INC.		00000	240226	INV 10/01/2024	1510769	214372	216288	
1	A3143424 54180			EMS ADV CS	OTHER SUPP	186.80			
				Invoice Net		186.80			
				CHECK TOTAL		1,804.44			----------
8168	MAG AUTOMOTIVE HOLDING		00000	240562	INV 10/01/2024	456127	214374	216290	
1	A3537114 54720			PK CAS CS	PROF SER	1,354.00			
2	A3567194 54720 3000			ICE RIN CS	PROF SER	3,986.54			
				Invoice Net		5,340.54			
8168	MAG AUTOMOTIVE HOLDING		00000	240375	INV 10/01/2024	79603F	214375	216291	
1	A3143124 54510			POLICE CS	REP MAN VE	22.21			
				Invoice Net		22.21			
8168	MAG AUTOMOTIVE HOLDING		00000	240375	INV 10/01/2024	79585F	214376	216292	
1	A3143124 54510			POLICE CS	REP MAN VE	42.84			
				Invoice Net		42.84			
				CHECK TOTAL		5,405.59			----------
270	MAHONEY NOTIFY PLUS IN		00000	240013	INV 10/01/2024	0528853-IN	214377	216293	
1	A3567194 54720 3000			ICE RIN CS	PROF SER	86.00			
				Invoice Net		86.00			
				CHECK TOTAL		86.00			----------
290	JOSEPH P MANGIONE, INC		00001		INV 10/01/2024	2-152030	214378	216294	
1	A3143124 54610			POLICE CS	REP MAN BU	9.75			
				Invoice Net		9.75			

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	9.75			----------
3272	MASTERMANS LLP	00000		INV	10/01/2024	1102815055		214379	216295	
1	A3537114 54160	PK CAS CS		UNIFORMS		215.00				
		Invoice Net				215.00				
						CHECK TOTAL	215.00			----------
386	SOUTHWORTH-MILTON INC	00001	240272	INV	10/01/2024	INV3343017		214382	216298	
1	A3335124 54510	HI MS CS		REP MAN VE		313.98				
		Invoice Net				313.98				
						CHECK TOTAL	313.98			----------
6965	MIRABITO ENERGY PRODUC	00000		INV	10/01/2024	378592, 378527		214383	216299	
1	A3638194 54520	COMPOST CS		GAS & OIL		1,386.91				
		Invoice Net				1,386.91				
6965	MIRABITO ENERGY PRODUC	00000		INV	10/01/2024	23169		214384	216300	
1	A3031444 54520	ENGINEER C		GAS & OIL		287.27				
2	A3051354 54520	ASMT CS		GAS & OIL		34.74				
3	A3113624 54520	BUILD CS		GAS & OIL		154.60				
4	A3335014 54520	STREETS CS		GAS & OIL		2,974.69				
5	A3638564 54520	TREES CS		GAS & OIL		914.63				
6	E3577164 54520	CCA CS		GAS & OIL		188.02				
7	F3638344 54520	METERS CS		GAS & OIL		201.61				
8	F3638344 54520	METERS CS		GAS & OIL		351.02				
9	F3638354 54520	WAT MAN CS		GAS & OIL		1,008.32				
10	G3638114 54520	SEWER CS		GAS & OIL		681.30				
11	G3638114 54520	SEWER CS		GAS & OIL		505.49				
		Invoice Net				7,301.69				
						CHECK TOTAL	8,688.60			----------
9595	MISSION CRITICAL PARTN	00000	240383	INV	10/01/2024	22676		214385	216301	
1	A3143124 54720	POLICE CS		PROF SER		409.73				
2	A3143414 54720	FIRE CS		PROF SER		409.72				
		Invoice Net				819.45				
						CHECK TOTAL	819.45			----------
3579	MSDS ONLINE	00001		INV	10/01/2024	317344		214386	216302	
1	A3051414 54573	ACCT CS		RS PROGRAM		2,595.14				
		Invoice Net				2,595.14				
						CHECK TOTAL	2,595.14			----------
9660	MULLEN COUGHLIN LLC	00000		INV	10/01/2024	82070		214387	216303	
1	A3021934 54775	MED CAS CS		SELF INSUR		2,827.50				
		Invoice Net				2,827.50				
						CHECK TOTAL	2,827.50			----------
8718	LOGAN MURPHY	00000		INV	10/01/2024	214388		214388	216304	

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	1 A3143124 54160	POLICE CS		UNIFORMS		169.98			
		Invoice Net				169.98			
						CHECK TOTAL 169.98			----------
5237	NAPA AUTO PARTS	00001	240512	INV	10/01/2024	941978	214389	216305	
	1 A3335014 54510	STREETS CS		REP MAN VE		48.47			
		Invoice Net				48.47			
5237	NAPA AUTO PARTS	00001	240512	INV	10/01/2024	946518	214390	216306	
	1 A3335014 54510	STREETS CS		REP MAN VE		108.89			
		Invoice Net				108.89			
5237	NAPA AUTO PARTS	00001	240512	INV	10/01/2024	941908	214391	216307	
	1 G3638154 54180	METERS CS		OTHER SUPP		720.12			
		Invoice Net				720.12			
						CHECK TOTAL 877.48			----------
7582	NATIONAL BUSINESS LEAS	00000		INV	10/01/2024	82998075	214392	216308	
	1 E3577164 54532	CCA CS		BDG EQ REN		175.93			
		Invoice Net				175.93			
						CHECK TOTAL 175.93			----------
6512	NATIONAL BUSINESS TECH	00000		INV	10/01/2024	IN633776	214393	216309	
	1 A3011474 54740	CIVSERV CS		SC EQUIP		62.00			
		Invoice Net				62.00			
						CHECK TOTAL 62.00			----------
320	NATIONAL LAW ENFORCEME	00001		INV	10/01/2024	01064345	214459	216384	
	1 A3143124 54180	POLICE CS		OTHER SUPP		175.00			
		Invoice Net				175.00			
						CHECK TOTAL 175.00			----------
6302	NORTH COUNTRY XEROGRAP	00001	240555	INV	10/01/2024	501976	214306	216219	
	1 G3638112 52200	SEWER EQ C		OFFICE EQ		2,716.00			
		Invoice Net				2,716.00			
						CHECK TOTAL 2,716.00			----------
300	NYS ASSOCIATION CHIEFS	00002		INV	10/01/2024	6419	214394	216310	
	1 A3143124 54570	POLICE CS		TRAINING		195.00			
		Invoice Net				195.00			
						CHECK TOTAL 195.00			----------
321	OVERHEAD DOOR CO	00000		INV	10/01/2024	227482	214395	216311	
	1 A3143414 54610	FIRE CS		REP MAN BU		2,155.00			
		Invoice Net				2,155.00			
						CHECK TOTAL 2,155.00			----------
9131	PACE ANALYTICAL SERVIC	00000	240265	INV	10/01/2024	245707476	214396	216312	
	1 F3638334 54708	WAT TRT CS		LAB TEST		25.00			
		Invoice Net				25.00			

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9131	PACE ANALYTICAL SERVIC	00000	240265	INV	10/01/2024	245708043		214397	216313	
1	F3638334 54708	WAT TRT CS	LAB TEST			25.00				
		Invoice Net				25.00				
9131	PACE ANALYTICAL SERVIC	00000	240265	INV	10/01/2024	245707473		214398	216314	
1	F3638334 54708	WAT TRT CS	LAB TEST			200.00				
		Invoice Net				200.00				
9131	PACE ANALYTICAL SERVIC	00000	240265	INV	10/01/2024	245708045		214399	216315	
1	F3638334 54708	WAT TRT CS	LAB TEST			200.00				
		Invoice Net				200.00				
9131	PACE ANALYTICAL SERVIC	00000	240265	INV	10/01/2024	245706830		214400	216316	
1	F3638334 54708	WAT TRT CS	LAB TEST			500.00				
		Invoice Net				500.00				
9131	PACE ANALYTICAL SERVIC	00000	240265	INV	10/01/2024	2458872914		214402	216318	
1	F3638334 54708	WAT TRT CS	LAB TEST			504.70				
		Invoice Net				504.70				
						CHECK TOTAL	1,454.70			----------
327	PALLETTE STONE CORP	00000	240503	INV	10/01/2024	214403		214403	216319	
1	F3638352 52300	WAT MAN EQ	MISC EQUIP			996.00				
2	F3638354 54180	WAT MAN CS	OTHER SUPP			277.00				
		Invoice Net				1,273.00				
327	PALLETTE STONE CORP	00000	240230	INV	10/01/2024	250461		214406	216323	
1	A3335014 54100	STREETS CS	RUB BLKTOP			724.00				
		Invoice Net				724.00				
						CHECK TOTAL	1,997.00			----------
9158	PURE WATER PARTNERS LL	00000		INV	10/01/2024	1835487		214407	216325	
1	A3143414 54200	FIRE CS	HOUSE SUPP			110.00				
		Invoice Net				110.00				
						CHECK TOTAL	110.00			----------
873	R M DALRYMPLE CO INC	00000	240519	INV	10/01/2024	10876		214411	216329	
1	A3031624 54720	CITY HA CS	PROF SER			2,317.50				
		Invoice Net				2,317.50				
						CHECK TOTAL	2,317.50			----------
9199	RICHARD ALAN ASSOCIATE	00000		INV	10/01/2024	1079		214408	216326	
1	E3577164 54720	CCA CS	PROF SER			105.00				
		Invoice Net				105.00				
						CHECK TOTAL	105.00			----------
223	RICOH USA, INC	00001		INV	10/01/2024	11014		214409	216327	
1	A3011424 54740	ATTY CON S	SC EQUIP			41.00				
		Invoice Net				41.00				
						CHECK TOTAL	41.00			----------
223	RICOH USA, INC	00002		INV	10/01/2024	108589449		214410	216328	

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1	A3051414 54740	ACCT CS		SC EQUIP		150.02			
		Invoice Net				150.02			
						CHECK TOTAL 150.02			----------
9690	TADAM ROEMER	00000		INV	10/01/2024	214413	214413	216331	
1	A3051354 54810	ASMT CS		SM CLMS CN		30.00			
		Invoice Net				30.00			
						CHECK TOTAL 30.00			----------
1259	RYAN BIGGS ASSOCIATES	00001	240324	INV	10/01/2024	52302	214414	216332	
1	H3416952 52000 1226	CAP PROJ		CAP PROJ O		1,120.00			
		Invoice Net				1,120.00			
						CHECK TOTAL 1,120.00			----------
359	SAFETY KLEEN CORP	00001		INV	10/01/2024	95192939	214416	216334	
1	A3031654 54180	GARAGE CS		OTHER SUPP		137.38			
		Invoice Net				137.38			
						CHECK TOTAL 137.38			----------
1857	SAFETY WEARHOUSE, LLC	00000	240443	INV	10/01/2024	450179	214415	216333	
1	A3335014 54160	STREETS CS		UNIFORMS		199.99			
		Invoice Net				199.99			
						CHECK TOTAL 199.99			----------
9681	ANTWINE SAKIL	00000		INV	10/01/2024	214417	214417	216335	
1	A3143124 54160	POLICE CS		UNIFORMS		85.29			
		Invoice Net				85.29			
						CHECK TOTAL 85.29			----------
9686	PETER AND TARA SANCHEZ	00000		INV	10/01/2024	214418	214418	216336	
1	A3051354 54810	ASMT CS		SM CLMS CN		30.00			
		Invoice Net				30.00			
						CHECK TOTAL 30.00			----------
365	SARATOGA COUNTY OFFICE	00000		INV	10/01/2024	4TH QTR 2024	214419	216337	
1	A3416784 54720	60+ DIN CS		PROF SER		2,012.25			
		Invoice Net				2,012.25			
365	SARATOGA COUNTY OFFICE	00000		INV	10/01/2024	2024 4TH QTR	214420	216338	
1	A3416794 54720	BUS REN CS		PROF SER		2,012.25			
		Invoice Net				2,012.25			
						CHECK TOTAL 4,024.50			----------
368	SARATOGA CARE	00002		INV	10/01/2024	AUG 2024	214421	216339	
1	A3143414 54150	FIRE CS		EMS SUPPLI		33.52			
		Invoice Net				33.52			
						CHECK TOTAL 33.52			----------

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
368	SARATOGA HOSPITAL	00007		INV	10/01/2024	09/05/2024		214422	216340	
1	A3143414 54720	FIRE CS		PROF SER		96.00				
2	A3143014 54291	DPS CS		DRUG TESTI		627.00				
		Invoice Net				723.00				
368	SARATOGA HOSPITAL	00007		INV	10/01/2024	9/5/24		214423	216341	
1	A3011474 54290	CIVSERV CS		MEDI EXAMS		840.00				
		Invoice Net				840.00				
						CHECK TOTAL	1,563.00			----------
5646	SARATOGA MOTORS, INC.	00000	240318	INV	10/01/2024	1081005		214424	216342	
1	A3143124 54510	POLICE CS		REP MAN VE		630.00				
		Invoice Net				630.00				
						CHECK TOTAL	630.00			----------
371	SARATOGA QUALITY HARDW	00002		INV	10/01/2024	2409-079775		214425	216343	
1	F3638334 54610	WAT TRT CS		REP MAN BU		6.54				
		Invoice Net				6.54				
						CHECK TOTAL	6.54			----------
17	SARATOGA SPRINGS CITY	00002	240439	INV	10/01/2024	24250016		214426	216344	
1	A3567154 54520	SUM REC CS		GAS & OIL		2,691.35				
2	A3567154 54530	SUM REC CS		EQ VEH REN		3,528.14				
3	A3567374 54500	SPORTSC CS		PROG BUS T		455.53				
		Invoice Net				6,675.02				
17	SARATOGA SPRINGS CITY	00002	240439	INV	10/01/2024	24250006		214427	216345	
1	A3567154 54520	SUM REC CS		GAS & OIL		2,079.65				
2	A3567154 54530	SUM REC CS		EQ VEH REN		5,961.70				
3	A3567374 54500	SPORTSC CS		PROG BUS T		641.47				
		Invoice Net				8,682.82				
						CHECK TOTAL	15,357.84			----------
370	SARATOGA SPRINGS PRESE	00000	230549	INV	10/01/2024	2024-1000		214428	216346	
1	A3618684 54737 8040	PED CS		DRC CLG EX		14,060.20				
		Invoice Net				14,060.20				
						CHECK TOTAL	14,060.20			----------
4701	SARATOGA TODAY	00000		INV	10/01/2024	12635		214429	216347	
1	E3577164 54420	CCA CS		ADVERTISIN		1,500.00				
		Invoice Net				1,500.00				
						CHECK TOTAL	1,500.00			----------
4291	SHAW TRUCK REPAIR INC	00000		INV	10/01/2024	142639		214430	216348	
1	A3031654 54180	GARAGE CS		OTHER SUPP		149.95				
		Invoice Net				149.95				
						CHECK TOTAL	149.95			----------
1021	SLACK CHEMICAL CO INC	00001	240455	INV	10/01/2024	476293		214432	216351	

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
	1 F3638334 54141	WAT TRT CS		CHEMICALS		3,424.60				
		Invoice Net				3,424.60				
1021	SLACK CHEMICAL CO INC	00001	240455	INV	10/01/2024	476548		214433	216352	
	1 F3638334 54141	WAT TRT CS		CHEMICALS		3,934.50				
		Invoice Net				3,934.50				
						CHECK TOTAL	7,359.10			----------
1336	SPA.NET COMPUTER SERVI	00000		INV	10/01/2024	946919		214434	216353	
	1 E3577164 54720	CCA CS		PROF SER		120.00				
		Invoice Net				120.00				
						CHECK TOTAL	120.00			----------
1336	SPA.NET COMPUTER SERVI	00000		INV	10/01/2024	946765		214435	216354	
	1 E3577164 54720	CCA CS		PROF SER		440.00				
		Invoice Net				440.00				
						CHECK TOTAL	440.00			----------
390	SPECIALIZED AUDIO VISU	00000		INV	10/01/2024	120147		214436	216355	
	1 E3577164 54330	CCA CS		REP MAN EQ		1,541.11				
		Invoice Net				1,541.11				
						CHECK TOTAL	1,541.11			----------
6755	ALLEGION ACCESS TECHNO	00001	240501	INV	10/01/2024	0907197769		214247	216159	
	1 A3567174 54720 3000	INDOOR REC		PROF SER		317.50				
		Invoice Net				317.50				
						CHECK TOTAL	317.50			----------
407	STANLEY PAPER CO INC	00000		INV	10/01/2024	600915		214437	216356	
	1 A3567194 54610 3000	ICE RIN CS		REP MAN BU		419.87				
		Invoice Net				419.87				
407	STANLEY PAPER CO INC	00000		INV	10/01/2024	598968		214438	216357	
	1 A3537114 54140	PK CAS CS		JANIT SUPP		931.41				
		Invoice Net				931.41				
						CHECK TOTAL	1,351.28			----------
2237	STAPLES BUSINESS ADVAN	00001		INV	10/01/2024	6011820923		214439	216358	
	1 A3051414 54110	ACCT CS		OFFICE SUP		54.42				
		Invoice Net				54.42				
2237	STAPLES BUSINESS ADVAN	00001		INV	10/01/2024	6012093797		214440	216359	
	1 A3143414 54110	FIRE CS		OFFICE SUP		68.75				
		Invoice Net				68.75				
2237	STAPLES BUSINESS ADVAN	00001		INV	10/01/2024	6011752213		214441	216360	
	1 A3051414 54110	ACCT CS		OFFICE SUP		109.00				
		Invoice Net				109.00				
2237	STAPLES BUSINESS ADVAN	00001		INV	10/01/2024	214442		214442	216361	
	1 A3143124 54180	POLICE CS		OTHER SUPP		367.23				
		Invoice Net				367.23				

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL 599.40			----------
9689	ANTHONY AND JERILYN ST	00000		INV	10/01/2024	214443	214443	216362	
	1 A3051354 54810	ASMT CS		SM CLMS CN		30.00			
		Invoice Net				30.00			
						CHECK TOTAL 30.00			----------
806	STONE INDUSTRIES	00000	240028	INV	10/01/2024	0597496	214444	216363	
	1 A3567144 54180 3000	REC EXP CS		OTHER SUPP		246.86			
		Invoice Net				246.86			
						CHECK TOTAL 246.86			----------
6875	STRYKER SALES	00001	240560	INV	10/01/2024	9207142000	214500	216427	
	1 A3143632 52100	AMBUL EQ		EQUIPMENT		3,196.32			
		Invoice Net				3,196.32			
						CHECK TOTAL 3,196.32			----------
6997	TEMP-PRESS, INC.	00000		INV	10/01/2024	63089	214446	216369	
	1 F3638354 54330	WAT MAN CS		REP MAN EQ		420.00			
	2 F3638354 54180	WAT MAN CS		OTHER SUPP		106.68			
		Invoice Net				526.68			
						CHECK TOTAL 526.68			----------
8875	THERAPEUTIC HORSES OF	00000		INV	10/01/2024	33	214447	216370	
	1 A3143124 54979	POLICE CS		HORSE CARE		263.48			
		Invoice Net				263.48			
						CHECK TOTAL 263.48			----------
430	TIMES UNION	00001		INV	10/01/2024	429669*9	214448	216371	
	1 A3618684 54720	PED CS		PROF SER		38.49			
		Invoice Net				38.49			
430	TIMES UNION	00001		INV	10/01/2024	4296696	214449	216372	
	1 A3618684 54720	PED CS		PROF SER		39.99			
		Invoice Net				39.99			
430	TIMES UNION	00001		INV	10/01/2024	4296697	214450	216373	
	1 A3618684 54720	PED CS		PROF SER		39.99			
		Invoice Net				39.99			
430	TIMES UNION	00001		INV	10/01/2024	4296700	214451	216374	
	1 A3618684 54720	PED CS		PROF SER		39.99			
		Invoice Net				39.99			
430	TIMES UNION	00001		INV	10/01/2024	4296698	214452	216376	
	1 A3618684 54720	PED CS		PROF SER		39.99			
		Invoice Net				39.99			
						CHECK TOTAL 198.45			----------
4971	TOTAL EVENTS LLC	00000		INV	10/01/2024	229857549	214454	216378	
	1 E3577164 54202	CCA CS		CLIENTEXPE		2,261.42			
		Invoice Net				2,261.42			

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CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	2,261.42			----------
5846	THE TOWNE LAW FIRM, P.	00001	240001	INV	10/01/2024	214455		214455	216379	
	1 A3051354 54720	ASMT CS		PROF SER		4,277.50				
		Invoice Net				4,277.50				
						CHECK TOTAL	4,277.50			----------
9683	STEPHEN AND SUSANNE TO	00000		INV	10/01/2024	214456		214456	216380	
	1 A3051354 54810	ASMT CS		SM CLMS CN		30.00				
		Invoice Net				30.00				
						CHECK TOTAL	30.00			----------
6290	TRANE U.S. INC.	00000		INV	10/01/2024	314813494		214457	216381	
	1 E3577164 54610	CCA CS		REP MAN BU		1,315.00				
		Invoice Net				1,315.00				
						CHECK TOTAL	1,315.00			----------
7893	TREE TOP PRODUCTS, LLC	00000	240570	INV	10/01/2024	INVTRE29295		214458	216382	
	1 A3537114 54180	PK CAS CS		OTHER SUPP		2,715.40				
		Invoice Net				2,715.40				
						CHECK TOTAL	2,715.40			----------
6274	VANDER MOLEN	00000	240051	INV	10/01/2024	6780		214460	216385	
	1 A3143414 54510	FIRE CS		REP MAN VE		1,065.23				
		Invoice Net				1,065.23				
						CHECK TOTAL	1,065.23			----------
9691	JOHN M. AND TARA VENDI	00000		INV	10/01/2024	214461		214461	216386	
	1 A3051354 54810	ASMT CS		SM CLMS CN		30.00				
		Invoice Net				30.00				
						CHECK TOTAL	30.00			----------
7528	VISA	00000		INV	10/01/2024	214462		214462	216387	
	1 E3577164 54140	CCA CS		JANIT SUPP		471.14				
		Invoice Net				471.14				
						CHECK TOTAL	471.14			----------
3346	W B MASON CO INC	00001		INV	10/01/2024	249132792		214475	216400	
	1 A3021314 54110	COM FIN CS		OFFICE SUP		8.49				
		Invoice Net				8.49				
3346	W B MASON CO INC	00001		INV	10/01/2024	249129779		214476	216401	
	1 A3051414 54110	ACCT CS		OFFICE SUP		19.95				
		Invoice Net				19.95				
3346	W B MASON CO INC	00001		INV	10/01/2024	249055275		214477	216402	
	1 A3021314 54110	COM FIN CS		OFFICE SUP		19.95				
		Invoice Net				19.95				
3346	W B MASON CO INC	00001		INV	10/01/2024	248697597		214478	216403	

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CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
1	A3031624 54110	CITY HA CS		OFFICE SUP		13.97				
2	G3638124 54180	SEWER PUCS		OTHER SUPP		13.96				
		Invoice Net				27.93				
3346	W B MASON CO INC	00001		INV	10/01/2024	249150624		214479	216404	
1	A3113624 54110	BUILD CS		OFFICE SUP		19.95				
2	A3113624 54110	BUILD CS		OFFICE SUP		19.95				
		Invoice Net				39.90				
					CHECK TOTAL		116.22			----------
3346	W B MASON CO INC	00001		INV	10/01/2024	248795864		214480	216405	
1	E3577164 54140	CCA CS		JANIT SUPP		143.76				
		Invoice Net				143.76				
					CHECK TOTAL		143.76			----------
454	WALTONS SPORT SHOP	00000		INV	10/01/2024	16496		214463	216388	
1	A3567344 54170	SOCCER CS		SPORTS SUP		2,580.00				
		Invoice Net				2,580.00				
454	WALTONS SPORT SHOP	00000	240267	INV	10/01/2024	16429		214465	216390	
1	A3567144 548613 6009	REC EXP CS		SPORTS SUP		15.00				
		Invoice Net				15.00				
454	WALTONS SPORT SHOP	00000		INV	10/01/2024	16417		214467	216392	
1	A3567154 54180	SUM REC CS		OTHER SUPP		58.50				
		Invoice Net				58.50				
454	WALTONS SPORT SHOP	00000		INV	10/01/2024	16175,16285		214468	216393	
1	A3567344 54170	SOCCER CS		SPORTS SUP		16.00				
2	A3567154 54180	SUM REC CS		OTHER SUPP		34.00				
3	A3567374 54180	SPORTSC CS		OTHER SUPP		45.00				
		Invoice Net				95.00				
454	WALTONS SPORT SHOP	00000		INV	10/01/2024	16133		214469	216394	
1	A3567344 54170	SOCCER CS		SPORTS SUP		128.00				
		Invoice Net				128.00				
454	WALTONS SPORT SHOP	00000		INV	10/01/2024	16542		214470	216395	
1	A3567174 546833	INDOOR REC		SPORT SUPP		224.00				
		Invoice Net				224.00				
454	WALTONS SPORT SHOP	00000		INV	10/01/2024	256		214471	216396	
1	A3567144 548613 6010	REC EXP CS		SPORTS SUP		256.00				
		Invoice Net				256.00				
454	WALTONS SPORT SHOP	00000		INV	10/01/2024	16403		214472	216397	
1	A3567154 54180	SUM REC CS		OTHER SUPP		292.50				
		Invoice Net				292.50				
454	WALTONS SPORT SHOP	00000		INV	10/01/2024	16549		214473	216398	
1	A3567344 54170	SOCCER CS		SPORTS SUP		256.00				
2	A3567144 54160	REC EXP CS		UNIFORMS		90.00				
		Invoice Net				346.00				
454	WALTONS SPORT SHOP	00000	240267	INV	10/01/2024	16487		214474	216399	
1	A3567144 548613 6002	REC EXP CS		SPORTS SUP		74.00				
2	A3567144 548613 6010	REC EXP CS		SPORTS SUP		458.50				

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CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
3	A3567144 548613 6012	REC EXP CS		SPORTS SUP		100.00			
4	A3567144 548613 6013	REC EXP CS		SPORTS SUP		365.00			
	Invoice Net					997.50			
					CHECK TOTAL	4,992.50			----------
8162	WINSUPPLY OF SARATOGA	00000		INV	10/01/2024	131632 01	214481	216406	
1	A3567144 54610 3000	REC EXP CS		REP MAN BU		9.26			
	Invoice Net					9.26			
8162	WINSUPPLY OF SARATOGA	00000		INV	10/01/2024	131658 01	214482	216407	
1	A3567144 54610 3000	REC EXP CS		REP MAN BU		9.98			
	Invoice Net					9.98			
8162	WINSUPPLY OF SARATOGA	00000		INV	10/01/2024	131953 01	214483	216408	
1	G3638124 54180	SEWER PUCS		OTHER SUPP		74.76			
	Invoice Net					74.76			
8162	WINSUPPLY OF SARATOGA	00000		INV	10/01/2024	131881 01	214484	216409	
1	A3537114 54180	PK CAS CS		OTHER SUPP		97.36			
	Invoice Net					97.36			
8162	WINSUPPLY OF SARATOGA	00000		INV	10/01/2024	131127 01	214485	216410	
1	A3031654 54180	GARAGE CS		OTHER SUPP		235.00			
	Invoice Net					235.00			
					CHECK TOTAL	426.36			----------
4870	WITMER ASSOCIATES INC	00000	240534	INV	10/01/2024	544203	214486	216411	
1	A3143412 52610	FIRE EQ CA		FIREFIG EQ		4,675.00			
	Invoice Net					4,675.00			
4870	WITMER ASSOCIATES INC	00000	240526	INV	10/01/2024	537957	214487	216412	
1	A3143412 52610	FIRE EQ CA		FIREFIG EQ		542.33			
	Invoice Net					542.33			
					CHECK TOTAL	5,217.33			----------
1973	WOLBERG ELECTRICAL SUP	00000		INV	10/01/2024	2718188	214488	216413	
1	A3537114 54180	PK CAS CS		OTHER SUPP		7.50			
	Invoice Net					7.50			
1973	WOLBERG ELECTRICAL SUP	00000		INV	10/01/2024	2720324	214489	216414	
1	A3567174 54140 3000	INDOOR REC		JANIT SUPP		26.26			
	Invoice Net					26.26			
1973	WOLBERG ELECTRICAL SUP	00000		INV	10/01/2024	2718917	214491	216416	
1	A3031624 54610	CITY HA CS		REP MAN BU		65.48			
	Invoice Net					65.48			
1973	WOLBERG ELECTRICAL SUP	00000		INV	10/01/2024	2720325	214492	216417	
1	A3537114 54180	PK CAS CS		OTHER SUPP		294.33			
	Invoice Net					294.33			
1973	WOLBERG ELECTRICAL SUP	00000		INV	10/01/2024	2719970	214493	216418	
1	A3537114 54180	PK CAS CS		OTHER SUPP		343.92			
	Invoice Net					343.92			
1973	WOLBERG ELECTRICAL SUP	00000		INV	10/01/2024	2719002	214495	216420	
1	G3638124 54180	SEWER PUCS		OTHER SUPP		548.56			
	Invoice Net					548.56			

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CASH ACCOUNT: A 1200 CASH WARRANT: 24OCT1 10/01/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT		DOCUMENT	VOUCHER	CHECK
1973	WOLBERG ELECTRICAL SUP	00000		INV	10/01/2024	2714623		214496	216421	
	1 A3143022 52230	PS NET EQ		HARDWARE		107.88				
		Invoice Net				107.88				
						CHECK TOTAL	1,393.93			----------
408	YMCA OF SARATOGA	00000		INV	10/01/2024	CM10150-SEPT		214497	216422	
	1 E3577164 54201	CCA CS		BUS EXP SA		645.00				
		Invoice Net				645.00				
						CHECK TOTAL	645.00			----------
230 INVOICES				WARRANT TOTAL		327,035.80	327,035.80			
				CASH ACCOUNT BALANCE			-9,559,689.60			

WARRANT SUMMARY

WARRANT: 24OCT1 10/01/2024

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
A	A044	DPS DEPARTMENTAL I A	-04-4-0000-0-41640 -	AMBULANCE TRANSPORT CH	1,840.00	.00
A	A063	DPW USE OF MONEY & A	-06-3-0000-0-42411 -	RENTAL CASINO CITY HAL	500.00	.00
A	A3011424	CITY ATTORNEY CONT A	-30-1-1420-4-54740 -	SERVICE CONTRACTS - EQ	41.00	563.71
A	A3011474	CIVIL SERVICE CONT A	-30-1-1431-4-54290 -	MEDICAL EXAMS	840.00	16,302.00
A	A3011474	CIVIL SERVICE CONT A	-30-1-1431-4-54740 -	SERVICE CONTRACTS - EQ	62.00	485.75
A	A3011478	CIVIL SERVICEEMPLO A	-30-1-1431-8-58016 -	DENTAL PREMIUMS	110.69	542.82
A	A3021314	COMM FINANCE CONTR A	-30-2-1310-4-54110 -	OFFICE SUPPLIES	28.44	3,995.20
A	A3021692	DATA PROCEESING NE A	-30-2-1681-2-52230 -	HARDWARE	136.98	14,595.19
A	A3021694	DATA PRCESSING NET A	-30-2-1681-4-54110 -	OFFICE SUPPLIES	30.88	630.04
A	A3021934	MEDICAL & CASUALTY A	-30-2-1930-4-54775 -	SELF INSURANCE	2,827.50	91.46
A	A3031444	CITY ENGINEER'S OF A	-30-3-1440-4-54520 -	GAS & OIL	287.27	2,553.68
A	A3031624	CITY HALL CS A	-30-3-1620-4-54110 -	OFFICE SUPPLIES	53.46	87.55
A	A3031624	CITY HALL CS A	-30-3-1620-4-54610 -	REPAIRS & MAINTENANCE	65.48	.00
A	A3031624	CITY HALL CS A	-30-3-1620-4-54720 -	SERVICE CONTRACTS - PR	2,516.50	330.00
A	A3031654	CITY GARAGE CS A	-30-3-1623-4-54180 -	OTHER SUPPLIES	2,113.00	-2,112.31
A	A3031654	CITY GARAGE CS A	-30-3-1623-4-54610 -	REPAIRS & MAINTENANCE	70.75	13.01
A	A3051354	ASSESSMENT OFFICE A	-30-5-1355-4-54520 -	GAS & OIL	34.74	-20.77
A	A3051354	ASSESSMENT OFFICE A	-30-5-1355-4-54720 -	SERVICE CONTRACTS - PR	4,753.50	.00
A	A3051354	ASSESSMENT OFFICE A	-30-5-1355-4-54810 -	SMALL CLAIMS/COUNTY CH	270.00	-170.00
A	A3051414	COMM OF ACCOUNTS C A	-30-5-1410-4-54110 -	OFFICE SUPPLIES	183.37	1,643.36
A	A3051414	COMM OF ACCOUNTS C A	-30-5-1410-4-54112 -	TAXI LICENSING SUPPLIE	60.00	390.00
A	A3051414	COMM OF ACCOUNTS C A	-30-5-1410-4-54573 -	RISK-SAFETY PROGRAMMIN	3,200.73	2,105.87
A	A3051414	COMM OF ACCOUNTS C A	-30-5-1410-4-54740 -	SERVICE CONTRACTS - EQ	150.02	4,370.20
A	A3113624	BUILDING DEPARTMEN A	-31-1-3620-4-54110 -	OFFICE SUPPLIES	39.90	267.08
A	A3113624	BUILDING DEPARTMEN A	-31-1-3620-4-54520 -	GAS & OIL	154.60	547.70
A	A3143014	COMM PUBLIC SAFETY A	-31-4-3010-4-54291 -	DRUG TESTING	627.00	1,873.00
A	A3143022	PUBLIC SAFETY NETW A	-31-4-3020-2-52230 -	HARDWARE	238.82	22,101.26
A	A3143122	POLICE DEPARTMENT A	-31-4-3120-2-52205 -	BALLISTIC VESTS	14,105.01	26,084.99
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54140 -	JANITORIAL SUPPLIES	231.63	1,623.71
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54160 -	UNIFORMS	957.79	731.21
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54180 -	OTHER SUPPLIES	542.23	2,648.00
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54510 -	REPAIRS & MAINTENANCE	11,559.45	4,482.55
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54570 -	TRAINING	331.68	945.16
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54610 -	REPAIRS & MAINTENANCE	50.18	2,245.51
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54705 -	COMMUNITY POLICING PRO	782.40	2,501.34
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54720 -	SERVICE CONTRACTS - PR	553.81	9,614.78
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54979 -	HORSE CARE	708.48	14,831.52
A	A3143312	TRAFFIC CONTROL EQ A	-31-4-3310-2-52802 -	TOOLS & EQUIPMENT	83.61	22,240.19
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54186 -	SPECIAL EVENTS	1,101.00	250.70
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54332 -	MATERIALS & REPAIRS TR	59.10	41,725.02
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54713 -	PAVEMENT MARKING MATER	6,237.90	11,125.43
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54961 -	SIGNS & POSTS	2,198.00	5,935.73
A	A3143412	FIRE DEPARTMENT EQ A	-31-4-3410-2-52601 -	FIRE EQUIPMENT	1,673.88	43,081.25
A	A3143412	FIRE DEPARTMENT EQ A	-31-4-3410-2-52610 -	FIREFIGHTERS EQUIPMENT	5,217.33	72,693.83
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54110 -	OFFICE SUPPLIES	68.75	1,408.35
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54150 -	EMS SUPPLIES	2,412.44	4,220.52
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54200 -	HOUSE SUPPLIES	1,090.26	11,339.15
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54510 -	REPAIRS & MAINTENANCE	1,140.23	88,479.24
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54610 -	REPAIRS & MAINTENANCE	3,098.76	18,150.61

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FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54720 -	SERVICE CONTRACTS - PR	524.76	44,459.46
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54740 -	SERVICE CONTRACTS - EQ	1,856.00	8,918.25
A	A3143424	EMS ADVANCED LIFE A	-31-4-3412-4-54180 -	OTHER SUPPLIES	1,804.44	15,913.00
A	A3143632	AMBULANCE EQUIPMEN A	-31-4-3625-2-52100 -	EQUIPMENT	3,196.32	55,874.78
A	A3335014	STREETS CS A	-33-3-5010-4-54100 -	RUBBLE BLACKTOP STONE	1,765.59	165.76
A	A3335014	STREETS CS A	-33-3-5010-4-54160 -	UNIFORMS	199.99	356.79
A	A3335014	STREETS CS A	-33-3-5010-4-54180 -	OTHER SUPPLIES	44.99	-44.99
A	A3335014	STREETS CS A	-33-3-5010-4-54510 -	REPAIRS & MAINTENANCE	2,133.18	.00
A	A3335014	STREETS CS A	-33-3-5010-4-54520 -	GAS & OIL	2,974.69	49,707.36
A	A3335124	HIGHWAY MISCELLANE A	-33-3-5111-4-54510 -	REPAIRS & MAINTENANCE	1,966.84	.75
A	A3335654	OFF STREET PARKING A	-33-3-5650-4-54180 -	OTHER SUPPLIES	18.36	.00
A	A3335654	OFF STREET PARKING A	-33-3-5650-4-54610 -	REPAIRS & MAINTENANCE	30.97	.00
A	A3416784	60+ DINING CS A	-34-1-6780-4-54720 -	SERVICE CONTRACTS - PR	2,012.25	.00
A	A3416794	BUS RENTAL CS A	-34-1-6795-4-54720 -	SERVICE CONTRACTS - PR	2,012.25	.00
A	A3537114	PARK & CASINO CS A	-35-3-7110-4-54140 -	JANITORIAL SUPPLIES	973.36	-973.18
A	A3537114	PARK & CASINO CS A	-35-3-7110-4-54160 -	UNIFORMS	439.63	-9.78
A	A3537114	PARK & CASINO CS A	-35-3-7110-4-54180 -	OTHER SUPPLIES	4,164.73	-1,419.36
A	A3537114	PARK & CASINO CS A	-35-3-7110-4-54720 -	SERVICE CONTRACTS - PR	1,408.00	.00
A	A3537194	911 MEMORIAL CONT A	-35-3-7190-4-54180 -	OTHER SUPPLIES	77.44	1.96
A	A3537214	CAROUSEL A	-35-3-7200-4-54610 -	REPAIRS & MAINTENANCE	54.32	770.71
A	A3537224	HIGH ROCK PARK A	-35-3-7113-4-54180 -	OTHER SUPPLIES	7.76	.00
A	A3567142	RECREATION EXPENSE A	-35-6-7140-2-52500 -	SPORTS EQUIPMENT	7,515.00	411.00
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-54110 -	OFFICE SUPPLIES	30.93	994.80
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-54160 -	UNIFORMS	90.00	715.06
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-54180 -3000	OTHER SUPPLIES	246.86	.43
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-54510 -3000	REPAIRS & MAINTENANCE	298.20	28.55
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-54610 -3000	REPAIRS & MAINTENANCE	296.89	-268.51
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-54740 -	SERVICE CONTRACTS - EQ	159.65	1,675.13
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-548613-6002	SPORTS SUPPLIES	74.00	215.90
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-548613-6009	SPORTS SUPPLIES	15.00	424.00
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-548613-6010	SPORTS SUPPLIES	770.48	942.51
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-548613-6012	SPORTS SUPPLIES	100.00	272.00
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-548613-6013	SPORTS SUPPLIES	365.00	186.00
A	A3567154	SUMMER REC PROG CS A	-35-6-7150-4-54180 -	OTHER SUPPLIES	385.00	8,853.59
A	A3567154	SUMMER REC PROG CS A	-35-6-7150-4-54520 -	GAS & OIL	4,771.00	457.00
A	A3567154	SUMMER REC PROG CS A	-35-6-7150-4-54530 -	EQUIPMENT & VEHICLE RE	9,489.84	958.50
A	A3567174	INDOOR RECREATION A	-35-6-7171-4-54140 -3000	JANITORIAL SUPPLIES	198.74	9.21
A	A3567174	INDOOR RECREATION A	-35-6-7171-4-546833-	SPORTS SUPPLIES	224.00	230.00
A	A3567174	INDOOR RECREATION A	-35-6-7171-4-54720 -3000	SERVICE CONTRACTS - PR	317.50	915.51
A	A3567194	ICE RINKS CS A	-35-6-7181-4-54610 -3000	REPAIRS & MAINTENANCE	1,060.57	190.02
A	A3567194	ICE RINKS CS A	-35-6-7181-4-54720 -3000	SERVICE CONTRACTS - PR	4,586.54	1,360.68
A	A3567344	SOCCER CS A	-35-6-7340-4-54170 -	SPORTS SUPPLIES	2,980.00	8,002.79
A	A3567374	SPORTS CAMP CS A	-35-6-7370-4-54180 -	OTHER SUPPLIES	45.00	554.00
A	A3567374	SPORTS CAMP CS A	-35-6-7370-4-54500 -	PROGRAMS & BUS TRIPS	1,097.00	101.50
A	A3618684	PLANNING AND ECON A	-36-1-8687-4-54110 -	OFFICE SUPPLIES	44.87	968.90
A	A3618684	PLANNING AND ECON A	-36-1-8687-4-54720 -	SERVICE CONTRACTS - PR	198.45	24,567.26
A	A3618684	PLANNING AND ECON A	-36-1-8687-4-54737 -8040	DRC CLG GRANT EXPENSES	14,060.20	.00
A	A3635684	CONTRACTED SERVICE A	-36-3-5680-4-54320 -	TOOLS	55.96	544.04
A	A3638144	STORM WATER CARRIE A	-36-3-8140-4-54180 -	OTHER SUPPLIES	520.40	447.09

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FUND	ORG	ACCOUNT		AMOUNT	AVLB BUDGET
A	A3638194 COMPOST FACILITY C	A -36-3-8185-4-54520 -	GAS & OIL	1,386.91	4,510.02
A	A3638564 TREES CS	A -36-3-8560-4-54510 -	REPAIRS & MAINTENANCE	307.04	4.88
A	A3638564 TREES CS	A -36-3-8560-4-54520 -	GAS & OIL	914.63	631.93
A	A3638814 CEMETERY CS	A -36-3-8810-4-54720 -	SERVICE CONTRACTS - PR	17,588.68	.00
A	A3719068 HOSPITALIZATION	A -37-1-9060-8-58016 -	DENTAL PREMIUMS	1,055.97	3,440.70
A	A3729068 HOSPITALIZATION EB	A -37-2-9060-8-58016 -	DENTAL PREMIUMS	647.49	138.93
A	A3739068 HOSPITALIZATION	A -37-3-9060-8-58016 -	DENTAL PREMIUMS	2,687.57	4,331.93
A	A3749068 HOSPITALIZATION	A -37-4-9060-8-58016 -	DENTAL PREMIUMS	7,593.52	1,420.58
A	A3759068 HOSPITALIZATION	A -37-5-9060-8-58016 -	DENTAL PREMIUMS	938.08	408.21
A	A3769068 HOSPITALIZATION	A -37-6-9060-8-58016 -	DENTAL PREMIUMS	290.53	581.06
A	A3769068 HOSPITALIZATION	A -37-6-9060-8-58016 -3000	DENTAL PREMIUMS	168.00	168.00
			FUND TOTAL	186,681.92	
CASH ACCOUNT A 1200	BALANCE -9,559,689.60	**WARNING - INSUFFICIENT CASH BALANCE			
E	E3475654 OFF STREET PARKING	E -34-7-5650-4-54330 -	REPAIRS & MAINTENANCE	205.34	.21
E	E3475654 OFF STREET PARKING	E -34-7-5650-4-54720 -	SERVICE CONTRACTS - PR	8,505.00	1,016.09
E	E3577164 CITY CENTER AUTHOR	E -35-7-7160-4-54140 -	JANITORIAL SUPPLIES	614.90	339.20
E	E3577164 CITY CENTER AUTHOR	E -35-7-7160-4-54201 -	BUSINESS EXPENSE/SALES	679.44	4,698.68
E	E3577164 CITY CENTER AUTHOR	E -35-7-7160-4-54202 -	CLIENT EXPENSES	2,261.42	807.24
E	E3577164 CITY CENTER AUTHOR	E -35-7-7160-4-54330 -	REPAIRS & MAINTENANCE	1,541.11	.59
E	E3577164 CITY CENTER AUTHOR	E -35-7-7160-4-54420 -	ADVERTISING	1,500.00	.00
E	E3577164 CITY CENTER AUTHOR	E -35-7-7160-4-54520 -	GAS & OIL	188.02	549.91
E	E3577164 CITY CENTER AUTHOR	E -35-7-7160-4-54532 -	BUILDING EQUIPMENT REN	175.93	1,052.09
E	E3577164 CITY CENTER AUTHOR	E -35-7-7160-4-54610 -	REPAIRS & MAINTENANCE	1,315.00	1,719.39
E	E3577164 CITY CENTER AUTHOR	E -35-7-7160-4-54720 -	SERVICE CONTRACTS - PR	2,731.80	12,305.20
			FUND TOTAL	19,717.96	
CASH ACCOUNT A 1200	BALANCE -9,559,689.60	**WARNING - INSUFFICIENT CASH BALANCE			
F	F3638332 WATER TREATMENT PL	F -36-3-8330-2-52300 -	MISCELLANEOUS EQUIPMEN	399.99	5,600.01
F	F3638334 WATER TREATMNET PL	F -36-3-8330-4-54141 -	CHEMICALS	7,359.10	8,084.48
F	F3638334 WATER TREATMNET PL	F -36-3-8330-4-54180 -	OTHER SUPPLIES	.77	.20
F	F3638334 WATER TREATMNET PL	F -36-3-8330-4-54510 -	REPAIRS & MAINTENANCE	276.58	.00
F	F3638334 WATER TREATMNET PL	F -36-3-8330-4-54610 -	REPAIRS & MAINTENANCE	210.76	191.21
F	F3638334 WATER TREATMNET PL	F -36-3-8330-4-54708 -	LAB TESTING	1,454.70	4,000.00
F	F3638334 WATER TREATMNET PL	F -36-3-8330-4-54720 -	SERVICE CONTRACTS - PR	1,746.02	.00
F	F3638342 METERS EQ CAP OUTL	F -36-3-8340-2-52201 -	METERS	21,640.04	.00
F	F3638344 METERS CS	F -36-3-8340-4-54520 -	GAS & OIL	552.63	3,975.97
F	F3638352 WATER MAINTENANCE	F -36-3-8341-2-52300 -	MISCELLANEOUS EQUIPMEN	996.00	.00
F	F3638354 WATER MAINTENANCE	F -36-3-8341-4-54180 -	OTHER SUPPLIES	3,249.66	300.44
F	F3638354 WATER MAINTENANCE	F -36-3-8341-4-54330 -	REPAIRS & MAINTENANCE	420.00	4.26
F	F3638354 WATER MAINTENANCE	F -36-3-8341-4-54520 -	GAS & OIL	1,008.32	5,206.42
F	F3739068 HOSPITALIZATION	F -37-3-9060-8-58016 -	DENTAL PREMIUMS	981.09	632.18
			FUND TOTAL	40,295.66	
CASH ACCOUNT A 1200	BALANCE -9,559,689.60	**WARNING - INSUFFICIENT CASH BALANCE			

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FUND	ORG	ACCOUNT		AMOUNT	AVLB BUDGET
G	G3638112 SEWER ADMINISTRATI	G -36-3-8110-2-52200 -	OFFICE EQUIPMENT	2,716.00	6,249.15
G	G3638114 SEWER ADMINSTRAION	G -36-3-8110-4-54520 -	GAS & OIL	1,186.79	1,071.46
G	G3638114 SEWER ADMINSTRAION	G -36-3-8110-4-54720 -	SERVICE CONTRACTS - PR	6,534.06	.00
G	G3638124 SEWER PUMPING CS	G -36-3-8120-4-54180 -	OTHER SUPPLIES	674.53	-660.45
G	G3638154 METERS CS	G -36-3-8150-4-54180 -	OTHER SUPPLIES	720.12	.00
G	G3739068 HOSPITALIZATION	G -37-3-9060-8-58016 -	DENTAL PREMIUMS	409.73	1,778.04
			FUND TOTAL	12,241.23	
CASH ACCOUNT A 1200	BALANCE -9,559,689.60	**WARNING - INSUFFICIENT CASH BALANCE			
H	H3011462 ELECTRONIC RECORDS	H -30-1-1460-2-52000 -1280	ELECTRONIC RECORDS CAP	700.00	199,300.00
H	H3031632 DRINK HALL/SENIOR	H -30-3-1621-2-52000 -1170	CAPITAL PROJECT OUTLAY	197.03	930.00
H	H3143122 PUBLIC SAFETY	H -31-4-3120-2-52000 -1255	CAPITAL PROJECT OUTLAY	11,165.00	146,334.16
H	H3416952 CAPITAL PROJECTS	H -34-1-6950-2-52000 -1226	CAPITAL PROJECT OUTLAY	1,120.00	3,336.41
H	H3517142 CULTURE & RECREATI	H -35-1-7140-2-52000 -1240	COMPLETE STREETS GREEN	37,360.00	288,771.69
H	H3638332 WATER TREATMENT PL	H -36-3-8330-2-52000 -1167	CAPITAL PROJECT OUTLAY	17,557.00	1,577,821.26
			FUND TOTAL	68,099.03	
CASH ACCOUNT A 1200	BALANCE -9,559,689.60	**WARNING - INSUFFICIENT CASH BALANCE			
			WARRANT SUMMARY TOTAL	327,035.80	
			GRAND TOTAL	327,035.80	

WARRANT LIST BY VOUCHER

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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216147	8027	3 RINGS PTS, LLC	214235	240002	INV	10/01/2024	4,200.00	09/07/2024
	INVOICE: 01207							
216148	8027	3 RINGS PTS, LLC	214236	240002	INV	10/01/2024	4,200.00	09/14/2024
	INVOICE: 01210							
216149	269	3M COMPANY	214237	240486	INV	10/01/2024	6,237.90	161364710
	INVOICE: 9430464418							
216150	7969	ABSOLUTE PEST CONTROL, INC.	214238	240516	INV	10/01/2024	40.50	119331
	INVOICE: 656241							
216151	7969	ABSOLUTE PEST CONTROL, INC.	214239	240516	INV	10/01/2024	54.00	119331
	INVOICE: 656260							
216152	7969	ABSOLUTE PEST CONTROL, INC.	214240	240516	INV	10/01/2024	63.00	119331
	INVOICE: 656943							
216153	7969	ABSOLUTE PEST CONTROL, INC.	214241	240516	INV	10/01/2024	199.00	119331
	INVOICE: 656424							
216154	5045	ADIRONDACK SIGN COMPANY LLC	214242	240514	INV	10/01/2024	60.00	08/31/2024
	INVOICE: 33689							
216155	2785	ADIRONDACK TIRE CORP	214243	240567	INV	10/01/2024	10,744.00	S8575
	INVOICE: 1073393							
216156	2785	ADIRONDACK TIRE CORP	214244	240019	INV	10/01/2024	881.82	S1100
	INVOICE: 214244							
216157	5400	AIRGAS EAST	214245		INV	10/01/2024	59.10	2581569
	INVOICE: 5510234061							
216158	5400	AIRGAS EAST	214246		INV	10/01/2024	628.44	4218081
	INVOICE: 5510162129							
216159	6755	ALLEGION ACCESS TECHNOLOGIES, LLC	214247	240501	INV	10/01/2024	317.50	0010561457
	INVOICE: 0907197769							
216160	31	ALLERDICE BUILDING SUPPLY	214248		INV	10/01/2024	1.99	271
	INVOICE: 8139/1							
216161	31	ALLERDICE BUILDING SUPPLY	214249		INV	10/01/2024	3.98	271
	INVOICE: 8119/1							
216162	31	ALLERDICE BUILDING SUPPLY	214250		INV	10/01/2024	11.61	271
	INVOICE: 8049/1							
216163	31	ALLERDICE BUILDING SUPPLY	214251		INV	10/01/2024	18.36	271

WARRANT LIST BY VOUCHER

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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 6684/1								
216168	31	ALLERDICE BUILDING SUPPLY	214256		INV	10/01/2024	30.25	271
INVOICE: 8009/1								
216169	31	ALLERDICE BUILDING SUPPLY	214257		INV	10/01/2024	30.93	2996
INVOICE: 8740/1								
216170	31	ALLERDICE BUILDING SUPPLY	214258		INV	10/01/2024	37.25	8382/1
INVOICE: 8377/1								
216171	31	ALLERDICE BUILDING SUPPLY	214259		INV	10/01/2024	37.77	271
INVOICE: 8458/1								
216172	31	ALLERDICE BUILDING SUPPLY	214260		INV	10/01/2024	44.99	271
INVOICE: 8539/1								
216173	31	ALLERDICE BUILDING SUPPLY	214261		INV	10/01/2024	55.96	271
INVOICE: 8282/1								
216174	31	ALLERDICE BUILDING SUPPLY	214262		INV	10/01/2024	61.57	271
INVOICE: 8396/1								
216178	31	ALLERDICE BUILDING SUPPLY	214266		INV	10/01/2024	73.99	271
INVOICE: 8338/1								
216179	31	ALLERDICE BUILDING SUPPLY	214267		INV	10/01/2024	89.97	271
INVOICE: 8301/1								
216180	31	ALLERDICE BUILDING SUPPLY	214268		INV	10/01/2024	101.83	271
INVOICE: 8217/1								
216182	31	ALLERDICE BUILDING SUPPLY	214269		INV	10/01/2024	107.83	271
INVOICE: 8069/1								
216183	31	ALLERDICE BUILDING SUPPLY	214270		INV	10/01/2024	125.38	271
INVOICE: 8028/1								
216185	2048	ALLERDICE DOOR,GLASS,MIRROR	214272		INV	10/01/2024	88.80	271
INVOICE: 316/6								
216186	7550	AMAZON CAPITAL SERVICES, INC.	214273		INV	10/01/2024	30.88	A1VOYW9N1NCU0Y
INVOICE: 1YPKYP7174T7								
216187	7550	AMAZON CAPITAL SERVICES, INC.	214274		INV	10/01/2024	31.98	A1VOYW9N1NCU0Y
INVOICE: 17J76L9NT7VH								
216188	7550	AMAZON CAPITAL SERVICES, INC.	214275		INV	10/01/2024	39.49	A272JK82AK683L
INVOICE: 1LRDQHQXWWXV								

WARRANT LIST BY VOUCHER

WARRANT: 24OCT1 10/01/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216189	7550	AMAZON CAPITAL SERVICES, INC.	214276		INV	10/01/2024	41.95	A272JK82AK683L
INVOICE: 14FY1YF4C7CH								
216190	7550	AMAZON CAPITAL SERVICES, INC.	214277		INV	10/01/2024	44.87	A272JK82AK683L
INVOICE: 1HHDVLHHMJCT								
216191	7550	AMAZON CAPITAL SERVICES, INC.	214278		INV	10/01/2024	45.93	A272JK82AK683L
INVOICE: 16DCCWDWKXVL								
216192	7550	AMAZON CAPITAL SERVICES, INC.	214279		INV	10/01/2024	55.98	A2752JK82AK683L
INVOICE: 1Y6CW9PMD66N								
216193	7550	AMAZON CAPITAL SERVICES, INC.	214280		INV	10/01/2024	105.00	A1VOYW9N1NCU0Y
INVOICE: 1LHKQ3F36WCD								
216194	7550	AMAZON CAPITAL SERVICES, INC.	214281		INV	10/01/2024	224.63	A272JK82AK683L
INVOICE: 176THXWL6KX4								
216195	7550	AMAZON CAPITAL SERVICES, INC.	214282		INV	10/01/2024	257.35	A272JK82AK683L
INVOICE: 1V4J33M647JV								
216196	7550	AMAZON CAPITAL SERVICES, INC.	214283		INV	10/01/2024	399.99	A272JK82AK683L
INVOICE: 1TNKLC6JK3TN								
216199	5188	B & H PHOTO VIDEO	214286	240583	INV	10/01/2024	782.40	36324545
INVOICE: 227503125								
216200	7337	SUSAN BAKER	214287		INV	10/01/2024	34.44	SEPT 2024 REIMB
INVOICE: 214287								
216201	113	BARTON & LOGUIDICE D.P.C.	214288	230405	INV	10/01/2024	17,557.00	539.069.001
INVOICE: 145635								
216202	3152	BOBCAT OF SARATOGA LLC	214289		INV	10/01/2024	205.34	CIVIC001
INVOICE: W04542								
216203	4542	BOUND TREE MEDICAL LLC	214290	240224	INV	10/01/2024	2,119.12	205698
INVOICE: 85488711								
216204	4542	BOUND TREE MEDICAL LLC	214291	240224	INV	10/01/2024	259.80	205698
INVOICE: 85356606								
216205	7426	BPI MECHANICAL SERVICE INC.	214292	240490	INV	10/01/2024	451.00	SARATOGA, CITY OF
INVOICE: 107806								
216206	9688	RAYMOND BRYAN	214293		INV	10/01/2024	30.00	REFUND
INVOICE: 214293								

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WARRANT: 24OCT1 10/01/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216207	9579	RACHAEL CAPASSO	214294		INV	10/01/2024	605.59	REIMBURSEMENT
	INVOICE:	70341391						
216208	4121	CAPITAL REGION TRANSPORTATION COUNCI	214295		INV	10/01/2024	35,000.00	CRTC6.16
	INVOICE:	SS4A MAY 2024 PAYME						
216209	9684	CONSTANCE CARROLL	214296		INV	10/01/2024	30.00	REFUND
	INVOICE:	214296						
216210	7209	CINTAS CORPORATION	214297		INV	10/01/2024	144.08	22913001
	INVOICE:	214297						
216211	7682	CORE & MAIN LP	214298	240035	INV	10/01/2024	5,955.10	205549
	INVOICE:	V334998						
216212	7682	CORE & MAIN LP	214299	240035	INV	10/01/2024	13,918.24	205549
	INVOICE:	V415732						
216213	7682	CORE & MAIN LP	214300	240035	INV	10/01/2024	800.00	205549
	INVOICE:	V435061						
216215	7682	CORE & MAIN LP	214302	240035	INV	10/01/2024	966.70	205549
	INVOICE:	V442717						
216216	8987	WILLIAM COYNER	214303		INV	10/01/2024	179.99	CLOTHING REIMB
	INVOICE:	214303						
216217	8015	CUMMINS SALES AND SERVICES	214304	240517	INV	10/01/2024	8,206.86	524750
	INVOICE:	V9-19860						
216218	8433	DAB TOWING AND RECOVERY INC.	214305		INV	10/01/2024	75.00	09/11/2024
	INVOICE:	49621						
216219	6302	NORTH COUNTRY XEROGRAPHICS, INC	214306	240555	INV	10/01/2024	2,716.00	09/12/2024
	INVOICE:	501976						
216220	172	ELECTRONIC OFFICE PRODUCTS	214307		INV	10/01/2024	159.65	SSCI15
	INVOICE:	53053						
216221	8328	EMERGENCY POWER SYSTEMS	214308		INV	10/01/2024	800.00	3013823494
	INVOICE:	WOI-0037559						
216222	5826	EMSCHARTS	214309		INV	10/01/2024	19.04	S00001909
	INVOICE:	INV00183327						
216223	9692	DOMINICK FAZIOLI AND JENNIFER CLIFTO	214310		INV	10/01/2024	30.00	REFUND
	INVOICE:	214310						
216224	9687	MICHAEL AND JOANNE FAZIOLI	214311		INV	10/01/2024	30.00	REFUND

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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
	INVOICE: 214311							
216225	4902	TIM FELTON	214312		INV	10/01/2024	445.00	SSPD
	INVOICE: 08/29/2024							
216226	5084	FERGUSON US HOLDINGS, INC.	214313	240354	INV	10/01/2024	2,865.98	14480
	INVOICE: 1245080							
216227	5084	FERGUSON US HOLDINGS, INC.	214314	240354	INV	10/01/2024	520.40	14480
	INVOICE: 1244635							
216228	4899	FITZGERALD MORRIS BAKER FIRTH PC	214315	240056	INV	10/01/2024	136.00	85791,85792
	INVOICE: 85789,85790							
216229	4899	FITZGERALD MORRIS BAKER FIRTH PC	214316	230001	INV	10/01/2024	340.00	10258-0032/JDA
	INVOICE: 85788							
216231	8264	EVAN FORT	214318		INV	10/01/2024	136.68	MILEAGE
	INVOICE: 214318							
216234	3084	F W WEBB COMPANY	214319		INV	10/01/2024	192.00	57289
	INVOICE: 87159240							
216235	198	GALLS, LLC	214320	240525	INV	10/01/2024	7.61	1001581618
	INVOICE: 0259017935							
216236	198	GALLS, LLC	214321	240462	INV	10/01/2024	14,105.01	029058578
	INVOICE: 029058426							
216237	198	GALLS, LLC	214322	240557	INV	10/01/2024	514.92	1001581618
	INVOICE: 029039181							
216238	8969	GETTYSBURG FLAG WORKS	214323		INV	10/01/2024	85.20	09/04/2024
	INVOICE: 2024/33015							
216239	6928	GIBBY'S PROFESSIONAL FIT TESTING	214324	240284	INV	10/01/2024	1,856.00	09/06/2024
	INVOICE: 240831							
216240	189	GRAINGER	214325	240565	INV	10/01/2024	1,005.79	849444310
	INVOICE: 9250165264							
216241	189	GRAINGER	214326	240564	INV	10/01/2024	601.14	849444310
	INVOICE: 9250165272							
216242	2893	GRANT GRAPHICS DIGITAL PRINTING	214327		INV	10/01/2024	25.00	09/05/2024
	INVOICE: INV-37662							
216243	9141	GRASSHOPPER GARDENS, INC.	214328		INV	10/01/2024	240.00	09/07/2024
	INVOICE: 135151							

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WARRANT: 24OCT1 10/01/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216244	6210	GREENMAN-PEDERSEN, INC	214329	220565	INV	10/01/2024	11,165.00	ALB-2200106.00
	INVOICE: 0394935							
216245	193	GREENRIDGE CEMETERY ASSOCIATION	214330		INV	10/01/2024	17,588.68	2024 AGREEMENT
	INVOICE: 2024.2							
216246	6210	GREENMAN-PEDERSEN, INC	214331	240474	INV	10/01/2024	2,360.00	ALB-2400107.00
	INVOICE: 0394955							
216247	7828	GUARDIAN	214332		INV	10/01/2024	14,882.67	00 544643
	INVOICE: OCT 2024							
216248	207	A A HADEKA STONE CORP	214333	240552	INV	10/01/2024	7,515.00	SARATO
	INVOICE: 35640							
216250	9685	MATTHEW HAMEL	214335		INV	10/01/2024	500.00	CASINO REFUND
	INVOICE: 214335							
216251	9693	LAWRENCE HAMILTON	214336		INV	10/01/2024	1,840.00	07/29/2023
	INVOICE: 23-140485							
216252	9626	HD SUPPLY, INC.	214337		INV	10/01/2024	1,546.64	712642
	INVOICE: 214337							
216253	9671	HILL AND SMITH INC	214338	240558	INV	10/01/2024	130.94	83636
	INVOICE: 92431							
216254	205	HIRAM HOLLOW REGENERATION CORP	214339		INV	10/01/2024	78.77	90-00047 2
	INVOICE: 693245							
216256	7831	H L GAGE SALES INC	214341	240041	INV	10/01/2024	1,102.32	11534
	INVOICE: 01P130150							
216257	7831	H L GAGE SALES INC	214342	240041	INV	10/01/2024	1,652.86	11534
	INVOICE: 01W19889							
216258	7831	H L GAGE SALES INC	214343	240041	INV	10/01/2024	16.11	11534
	INVOICE: 01P130586							
216259	7831	H L GAGE SALES INC	214344	240041	INV	10/01/2024	146.61	11534
	INVOICE: 01P130069							
216260	7831	H L GAGE SALES INC	214345	240041	INV	10/01/2024	206.27	11534
	INVOICE: 01P130309							
216261	7831	H L GAGE SALES INC	214346	240041	INV	10/01/2024	212.82	11534
	INVOICE: 01P130593							

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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216262	7831	H L GAGE SALES INC	214347	240041	INV	10/01/2024	291.69	11534
	INVOICE: 01P130571							
216264	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	214349		INV	10/01/2024	54.32	6035322504016258
	INVOICE: 2264884							
216266	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	214351		INV	10/01/2024	56.41	6035322504016258
	INVOICE: 23340							
216267	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	214352		INV	10/01/2024	83.96	6035322504016258
	INVOICE: 25180							
216268	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	214353		INV	10/01/2024	116.07	6035322504016258
	INVOICE: 8023710							
216269	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	214354		INV	10/01/2024	142.65	6035322504016258
	INVOICE: 6022278							
216270	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	214355		INV	10/01/2024	155.92	6035322504016258
	INVOICE: 4264861							
216271	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	214356		INV	10/01/2024	269.95	6035322504016258
	INVOICE: 2264886							
216272	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	214357		INV	10/01/2024	280.78	6035322504016258
	INVOICE: 264741							
216273	8977	ICC CDS, LLC	214358	240524	INV	10/01/2024	700.00	SA0110
	INVOICE: PC0000033793							
216274	9537	INFINITY AGGREGATES LLC	214359	240361	INV	10/01/2024	1,041.59	319002
	INVOICE: 4987, 4846							
216276	220	GARRETT W TRERISE	214360	240008	INV	10/01/2024	1,931.80	SERVICES
	INVOICE: FALL 2024 EXTERIOR							
216277	6004	INTERSTATE BATTERIES	214361		INV	10/01/2024	152.95	1188
	INVOICE: 10123663							
216278	6004	INTERSTATE BATTERIES	214362		INV	10/01/2024	506.00	1188
	INVOICE: 10123662							
216281	7024	LA ROSA'S AUTOMOTIVE INC.	214365	240587	INV	10/01/2024	120.40	09/09/2024
	INVOICE: I001909							
216282	4940	LABELLA ASSOCIATES PC	214366	230238	INV	10/01/2024	197.03	2231195
	INVOICE: 238212							
216284	6369	LAKESIDE PLASTICS INC	214368	240561	INV	10/01/2024	3,299.00	20-SARSPR

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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
	INVOICE: T175159-IN							
216286	8876	LIFE-ASSIST, INC.	214370	240226	INV	10/01/2024	1,563.64	12866FD
	INVOICE: 1510087							
216287	8876	LIFE-ASSIST, INC.	214371	240226	INV	10/01/2024	54.00	12866FD
	INVOICE: 1507175							
216288	8876	LIFE-ASSIST, INC.	214372	240226	INV	10/01/2024	186.80	12866FD
	INVOICE: 1510769							
216290	8168	MAG AUTOMOTIVE HOLDINGS OF SARATOGA,	214374	240562	INV	10/01/2024	5,340.54	5873550
	INVOICE: 456127							
216291	8168	MAG AUTOMOTIVE HOLDINGS OF SARATOGA,	214375	240375	INV	10/01/2024	22.21	5841800
	INVOICE: 79603F							
216292	8168	MAG AUTOMOTIVE HOLDINGS OF SARATOGA,	214376	240375	INV	10/01/2024	42.84	5841800
	INVOICE: 79585F							
216293	270	MAHONEY NOTIFY PLUS INC	214377	240013	INV	10/01/2024	86.00	0019117
	INVOICE: 0528853-IN							
216294	290	JOSEPH P MANGIONE, INC LOCKSMITH	214378		INV	10/01/2024	9.75	COS101
	INVOICE: 2-152030							
216295	3272	MASTERMANS LLP	214379		INV	10/01/2024	215.00	96797
	INVOICE: 1102815055							
216298	386	SOUTHWORTH-MILTON INC	214382	240272	INV	10/01/2024	313.98	6017550
	INVOICE: INV3343017							
216299	6965	MIRABITO ENERGY PRODUCTS	214383		INV	10/01/2024	1,386.91	828642-2
	INVOICE: 378592, 378527							
216300	6965	MIRABITO ENERGY PRODUCTS	214384		INV	10/01/2024	7,301.69	828642-1
	INVOICE: 23169							
216301	9595	MISSION CRITICAL PARTNERS LLC	214385	240383	INV	10/01/2024	819.45	24-167
	INVOICE: 22676							
216302	3579	MSDS ONLINE	214386		INV	10/01/2024	2,595.14	4006565
	INVOICE: 317344							
216303	9660	MULLEN COUGHLIN LLC	214387		INV	10/01/2024	2,827.50	T2411314
	INVOICE: 82070							
216304	8718	LOGAN MURPHY	214388		INV	10/01/2024	169.98	REIMBURSEMENT
	INVOICE: 214388							

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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216305	5237	NAPA AUTO PARTS	214389	240512	INV	10/01/2024	48.47	4305
	INVOICE: 941978							
216306	5237	NAPA AUTO PARTS	214390	240512	INV	10/01/2024	108.89	4305
	INVOICE: 946518							
216307	5237	NAPA AUTO PARTS	214391	240512	INV	10/01/2024	720.12	4305
	INVOICE: 941908							
216308	7582	NATIONAL BUSINESS LEASING A PROGRAM	214392		INV	10/01/2024	175.93	1120923
	INVOICE: 82998075							
216309	6512	NATIONAL BUSINESS TECHNOLOGIES	214393		INV	10/01/2024	62.00	CS06
	INVOICE: IN633776							
216310	300	NYS ASSOCIATION CHIEFS OF POLICE	214394		INV	10/01/2024	195.00	WARFIELD
	INVOICE: 6419							
216311	321	OVERHEAD DOOR CO	214395		INV	10/01/2024	2,155.00	114366
	INVOICE: 227482							
216312	9131	PACE ANALYTICAL SERVICES, LLC	214396	240265	INV	10/01/2024	25.00	43-300427
	INVOICE: 245707476							
216313	9131	PACE ANALYTICAL SERVICES, LLC	214397	240265	INV	10/01/2024	25.00	43-300427
	INVOICE: 245708043							
216314	9131	PACE ANALYTICAL SERVICES, LLC	214398	240265	INV	10/01/2024	200.00	43-300427
	INVOICE: 245707473							
216315	9131	PACE ANALYTICAL SERVICES, LLC	214399	240265	INV	10/01/2024	200.00	43-300427
	INVOICE: 245708045							
216316	9131	PACE ANALYTICAL SERVICES, LLC	214400	240265	INV	10/01/2024	500.00	43-300427
	INVOICE: 245706830							
216318	9131	PACE ANALYTICAL SERVICES, LLC	214402	240265	INV	10/01/2024	504.70	SARATOGA-DPW
	INVOICE: 2458872914							
216319	327	PALLETTE STONE CORP	214403	240503	INV	10/01/2024	1,273.00	19018
	INVOICE: 214403							
216323	327	PALLETTE STONE CORP	214406	240230	INV	10/01/2024	724.00	19018
	INVOICE: 250461							
216325	9158	PURE WATER PARTNERS LLC	214407		INV	10/01/2024	110.00	700-2030
	INVOICE: 1835487							

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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216326	9199	RICHARD ALAN ASSOCIATES	214408		INV	10/01/2024	105.00	08/01/2024
	INVOICE: 1079							
216327	223	RICOH USA, INC	214409		INV	10/01/2024	41.00	4681158
	INVOICE: 11014							
216328	223	RICOH USA, INC	214410		INV	10/01/2024	150.02	323252-1023244A5
	INVOICE: 108589449							
216329	873	R M DALRYMPLE CO INC	214411	240519	INV	10/01/2024	2,317.50	08/22/2024
	INVOICE: 10876							
216331	9690	TADAM ROEMER	214413		INV	10/01/2024	30.00	REFUND
	INVOICE: 214413							
216332	1259	RYAN BIGGS ASSOCIATES PC	214414	240324	INV	10/01/2024	1,120.00	14547-1
	INVOICE: 52302							
216333	1857	SAFETY WEARHOUSE, LLC	214415	240443	INV	10/01/2024	199.99	1036
	INVOICE: 450179							
216334	359	SAFETY KLEEN CORP	214416		INV	10/01/2024	137.38	CI27901
	INVOICE: 95192939							
216335	9681	ANTWINE SAKIL	214417		INV	10/01/2024	85.29	REIMBURSEMENT
	INVOICE: 214417							
216336	9686	PETER AND TARA SANCHEZ	214418		INV	10/01/2024	30.00	REFUND
	INVOICE: 214418							
216337	365	SARATOGA COUNTY OFFICE OF AGING	214419		INV	10/01/2024	2,012.25	NUTRITION
	INVOICE: 4TH QTR 2024							
216338	365	SARATOGA COUNTY OFFICE OF AGING	214420		INV	10/01/2024	2,012.25	TRANSPORTATION
	INVOICE: 2024 4TH QTR							
216339	368	SARATOGA CARE	214421		INV	10/01/2024	33.52	SSFD
	INVOICE: AUG 2024							
216340	368	SARATOGA HOSPITAL	214422		INV	10/01/2024	723.00	POLICE AND FIRE
	INVOICE: 09/05/2024							
216341	368	SARATOGA HOSPITAL	214423		INV	10/01/2024	840.00	CIVIL SERVICE
	INVOICE: 9/5/24							
216342	5646	SARATOGA MOTORS, INC.	214424	240318	INV	10/01/2024	630.00	AUG 2024
	INVOICE: 1081005							
216343	371	SARATOGA QUALITY HARDWARE	214425		INV	10/01/2024	6.54	4345

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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 2409-079775								
216344	17	SARATOGA SPRINGS CITY SCHOOLS	214426	240439	INV	10/01/2024	6,675.02	70
INVOICE: 24250016								
216345	17	SARATOGA SPRINGS CITY SCHOOLS	214427	240439	INV	10/01/2024	8,682.82	70
INVOICE: 24250006								
216346	370	SARATOGA SPRINGS PRESERVATION	214428	230549	INV	10/01/2024	14,060.20	CLG GRANT
INVOICE: 2024-1000								
216347	4701	SARATOGA TODAY	214429		INV	10/01/2024	1,500.00	2815
INVOICE: 12635								
216348	4291	SHAW TRUCK REPAIR INC	214430		INV	10/01/2024	149.95	08/29/2024
INVOICE: 142639								
216351	1021	SLACK CHEMICAL CO INC	214432	240455	INV	10/01/2024	3,424.60	2585
INVOICE: 476293								
216352	1021	SLACK CHEMICAL CO INC	214433	240455	INV	10/01/2024	3,934.50	2585
INVOICE: 476548								
216353	1336	SPA.NET COMPUTER SERVICES	214434		INV	10/01/2024	120.00	07/03/2024
INVOICE: 946919								
216354	1336	SPA.NET COMPUTER SERVICES	214435		INV	10/01/2024	440.00	08/01/2024
INVOICE: 946765								
216355	390	SPECIALIZED AUDIO VISUAL	214436		INV	10/01/2024	1,541.11	02/14/2024
INVOICE: 120147								
216356	407	STANLEY PAPER CO INC	214437		INV	10/01/2024	419.87	1136000006
INVOICE: 600915								
216357	407	STANLEY PAPER CO INC	214438		INV	10/01/2024	931.41	1136000006
INVOICE: 598968								
216358	2237	STAPLES BUSINESS ADVANTAGE	214439		INV	10/01/2024	54.42	1005296
INVOICE: 6011820923								
216359	2237	STAPLES BUSINESS ADVANTAGE	214440		INV	10/01/2024	68.75	1005296
INVOICE: 6012093797								
216360	2237	STAPLES BUSINESS ADVANTAGE	214441		INV	10/01/2024	109.00	1005296
INVOICE: 6011752213								
216361	2237	STAPLES BUSINESS ADVANTAGE	214442		INV	10/01/2024	367.23	RC1005296
INVOICE: 214442								

WARRANT LIST BY VOUCHER

WARRANT: 24OCT1 10/01/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216362	9689	ANTHONY AND JERILYN STELLATO	214443		INV	10/01/2024	30.00	REFUND
	INVOICE: 214443							
216363	806	STONE INDUSTRIES	214444	240028	INV	10/01/2024	246.86	R262906
	INVOICE: 0597496							
216369	6997	TEMP-PRESS, INC.	214446		INV	10/01/2024	526.68	09/09/2024
	INVOICE: 63089							
216370	8875	THERAPEUTIC HORSES OF SARATOGA	214447		INV	10/01/2024	263.48	09/11/2024
	INVOICE: 33							
216371	430	TIMES UNION	214448		INV	10/01/2024	38.49	600133196
	INVOICE: 429669*9							
216372	430	TIMES UNION	214449		INV	10/01/2024	39.99	600133196
	INVOICE: 4296696							
216373	430	TIMES UNION	214450		INV	10/01/2024	39.99	600133196
	INVOICE: 4296697							
216374	430	TIMES UNION	214451		INV	10/01/2024	39.99	600133196
	INVOICE: 4296700							
216376	430	TIMES UNION	214452		INV	10/01/2024	39.99	600133196
	INVOICE: 4296698							
216378	4971	TOTAL EVENTS LLC	214454		INV	10/01/2024	2,261.42	08/29/2024
	INVOICE: 229857549							
216379	5846	THE TOWNE LAW FIRM, P. C.	214455	240001	INV	10/01/2024	4,277.50	ARTICLE 7
	INVOICE: 214455							
216380	9683	STEPHEN AND SUSANNE TOWNE	214456		INV	10/01/2024	30.00	REFUND
	INVOICE: 214456							
216381	6290	TRANE U.S. INC.	214457		INV	10/01/2024	1,315.00	153914
	INVOICE: 314813494							
216382	7893	TREE TOP PRODUCTS, LLC	214458	240570	INV	10/01/2024	2,715.40	09/13/2024
	INVOICE: INVTRE29295							
216384	320	NATIONAL LAW ENFORCEMENT SUPPLY	214459		INV	10/01/2024	175.00	204012
	INVOICE: 01064345							
216385	6274	VANDER MOLEN	214460	240051	INV	10/01/2024	1,065.23	08/29/2024
	INVOICE: 6780							

WARRANT LIST BY VOUCHER

WARRANT: 24OCT1 10/01/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216386	9691	JOHN M. AND TARA VENDITTE	214461		INV	10/01/2024	30.00	REFUND
	INVOICE: 214461							
216387	7528	VISA	214462		INV	10/01/2024	471.14	4121265990223856
	INVOICE: 214462							
216388	454	WALTONS SPORT SHOP	214463		INV	10/01/2024	2,580.00	08/20/2024
	INVOICE: 16496							
216390	454	WALTONS SPORT SHOP	214465	240267	INV	10/01/2024	15.00	07/22/2024
	INVOICE: 16429							
216392	454	WALTONS SPORT SHOP	214467		INV	10/01/2024	58.50	07/17/2024
	INVOICE: 16417							
216393	454	WALTONS SPORT SHOP	214468		INV	10/01/2024	95.00	16365
	INVOICE: 16175,16285							
216394	454	WALTONS SPORT SHOP	214469		INV	10/01/2024	128.00	04/18/2024
	INVOICE: 16133							
216395	454	WALTONS SPORT SHOP	214470		INV	10/01/2024	224.00	09/10/2024
	INVOICE: 16542							
216396	454	WALTONS SPORT SHOP	214471		INV	10/01/2024	256.00	07/15/2024
	INVOICE: 256							
216397	454	WALTONS SPORT SHOP	214472		INV	10/01/2024	292.50	07/12/2024
	INVOICE: 16403							
216398	454	WALTONS SPORT SHOP	214473		INV	10/01/2024	346.00	16551
	INVOICE: 16549							
216399	454	WALTONS SPORT SHOP	214474	240267	INV	10/01/2024	997.50	08/16/2024
	INVOICE: 16487							
216400	3346	W B MASON CO INC	214475		INV	10/01/2024	8.49	C1067550
	INVOICE: 249132792							
216401	3346	W B MASON CO INC	214476		INV	10/01/2024	19.95	C2650013
	INVOICE: 249129779							
216402	3346	W B MASON CO INC	214477		INV	10/01/2024	19.95	C2650013
	INVOICE: 249055275							
216403	3346	W B MASON CO INC	214478		INV	10/01/2024	27.93	C2650013
	INVOICE: 248697597							
216404	3346	W B MASON CO INC	214479		INV	10/01/2024	39.90	C2650013

WARRANT LIST BY VOUCHER

WARRANT: 24OCT1 10/01/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
	INVOICE: 249150624							
216405	3346	W B MASON CO INC	214480		INV	10/01/2024	143.76	C1138768
	INVOICE: 248795864							
216406	8162	WINSUPPLY OF SARATOGA SPRINGS, NY CO	214481		INV	10/01/2024	9.26	00595-023329
	INVOICE: 131632 01							
216407	8162	WINSUPPLY OF SARATOGA SPRINGS, NY CO	214482		INV	10/01/2024	9.98	00595-023329
	INVOICE: 131658 01							
216408	8162	WINSUPPLY OF SARATOGA SPRINGS, NY CO	214483		INV	10/01/2024	74.76	00595-023329
	INVOICE: 131953 01							
216409	8162	WINSUPPLY OF SARATOGA SPRINGS, NY CO	214484		INV	10/01/2024	97.36	00595-023329
	INVOICE: 131881 01							
216410	8162	WINSUPPLY OF SARATOGA SPRINGS, NY CO	214485		INV	10/01/2024	235.00	00595-023329
	INVOICE: 131127 01							
216411	4870	WITMER ASSOCIATES INC	214486	240534	INV	10/01/2024	4,675.00	SARATOGA SPRINGS DPS
	INVOICE: 544203							
216412	4870	WITMER ASSOCIATES INC	214487	240526	INV	10/01/2024	542.33	SARATOGS SPRINGS DPS
	INVOICE: 537957							
216413	1973	WOLBERG ELECTRICAL SUPPLY CO INC	214488		INV	10/01/2024	7.50	13696
	INVOICE: 2718188							
216414	1973	WOLBERG ELECTRICAL SUPPLY CO INC	214489		INV	10/01/2024	26.26	13696
	INVOICE: 2720324							
216416	1973	WOLBERG ELECTRICAL SUPPLY CO INC	214491		INV	10/01/2024	65.48	13696
	INVOICE: 2718917							
216417	1973	WOLBERG ELECTRICAL SUPPLY CO INC	214492		INV	10/01/2024	294.33	13696
	INVOICE: 2720325							
216418	1973	WOLBERG ELECTRICAL SUPPLY CO INC	214493		INV	10/01/2024	343.92	13696
	INVOICE: 2719970							
216420	1973	WOLBERG ELECTRICAL SUPPLY CO INC	214495		INV	10/01/2024	548.56	13696
	INVOICE: 2719002							
216421	1973	WOLBERG ELECTRICAL SUPPLY CO INC	214496		INV	10/01/2024	107.88	194114
	INVOICE: 2714623							
216422	408	YMCA OF SARATOGA	214497		INV	10/01/2024	645.00	01187297
	INVOICE: CM10150-SEPT							

WARRANT LIST BY VOUCHER

WARRANT: 24OCT1 10/01/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
216427	6875	STRYKER SALES	214500	240560	INV	10/01/2024	3,196.32	20102016
INVOICE: 9207142000								
						WARRANT TOTAL	327,035.80	

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

AGENDA ITEM NO. 6.6

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Consent Agenda

AGENDA SECTION: Consent Agenda

SUBJECT: Approve Payroll 09/20/2024 $819,165.80

SUGGESTED ACTION:

ITEM ACTION: Consent Agenda

ITEM NOTES:

ATTACHMENTS:

AGENDA ITEM NO. 6.7

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Consent Agenda

AGENDA SECTION: Consent Agenda

SUBJECT: Approve Payroll 09/27/2024 $482,097.73

SUGGESTED ACTION:

ITEM ACTION: Consent Agenda

ITEM NOTES:

ATTACHMENTS:

AGENDA ITEM NO. 6.8

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Consent Agenda

AGENDA SECTION: Consent Agenda

SUBJECT: Approve Budget Transfers - Regular

SUGGESTED ACTION:

ITEM ACTION: Consent Agenda

ITEM NOTES:

ATTACHMENTS:
Budget Transfers - Regular, Consent Agenda 10.01.2024

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT	LINE DESCRIPTION	EFF DATE				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND				
2024 10	3	10/01/2024	100124	TRCONSENT	BUA	TRCONSENT	1	1				
1	A3051354 54810	ASSESSMENT OFFICE CS	SMALL CLAIMS/COUNTY CHGBACKS	100.00	20.00	120.00	
	A -30-5-1355-4-54810 -	2024 SCAR REFUNDS	10/01/2024				
2	A3051414 54120	COMM OF ACCOUNTS CS	POSTAGE	2,000.00	-20.00	1,980.00	
	A -30-5-1410-4-54120 -	2024 SCAR REFUNDS	10/01/2024				
3	G3638124 54180	SEWER PUMPING CS	OTHER SUPPLIES	7,174.00	661.00	7,835.00	
	G -36-3-8120-4-54180 -	COVER EXPENSES	10/01/2024				
4	G3638112 52200	SEWER ADMINISTRATION EQ CAP OUO	OFFICE EQUIPMENT	9,895.11	-661.00	9,234.11	
	G -36-3-8110-2-52200 -	COVER EXPENSES	10/01/2024				
5	A3143634 54747	AMBULANCE	AMBULANCE BILLING CONTRACTED S	110,000.00	50,000.00	160,000.00	
	A -31-4-3625-4-54747 -	AMBULANCE BILLING CONTRACT	10/01/2024				
6	A3143414 54570	FIRE DEPARTMENT CS	TRAINING	245,000.00	-50,000.00	195,000.00	
	A -31-4-3410-4-54570 -	AMBULANCE BILLING CONTRACT	10/01/2024				
7	A3051354 54520	ASSESSMENT OFFICE CS	GAS & OIL	250.00	100.00	350.00	
	A -30-5-1355-4-54520 -	REIMBURSE DPW- FUEL	10/01/2024				
8	A3051414 54120	COMM OF ACCOUNTS CS	POSTAGE	2,000.00	-100.00	1,900.00	
	A -30-5-1410-4-54120 -	REIMBURSE DPW- FUEL	10/01/2024				
9	A3021344 54720	TAXES & ASSESSMENTS CITY PROPE	SERVICE CONTRACTS - PROF SERV	8,500.00	6,280.00	14,780.00	
	A -30-2-1393-4-54720 -	COVER COST OF SCHOOL TAXES	10/01/2024				
10	A3021374 54580	DISCOUNT ON TAXES CS	DISCOUNTS ISSUED	371,234.00	-6,280.00	364,954.00	
	A -30-2-1363-4-54580 -	COVER COST OF SCHOOL TAXES	10/01/2024				
11	A3051354 54810	ASSESSMENT OFFICE CS	SMALL CLAIMS/COUNTY CHGBACKS	100.00	180.00	280.00	
	A -30-5-1355-4-54810 -	FUND 2024 SCAR REFUNDS	10/01/2024				
12	A3051414 54120	COMM OF ACCOUNTS CS	POSTAGE	2,000.00	-180.00	1,820.00	
	A -30-5-1410-4-54120 -	FUND 2024 SCAR REFUNDS	10/01/2024				
13	A3567144 54120	RECREATION EXPENSES CS	POSTAGE	310.00	150.00	460.00	
	A -35-6-7140-4-54120 -	COVER POSTAGE	10/01/2024				
14	A3567144 54110	RECREATION EXPENSES CS	OFFICE SUPPLIES	3,100.00	-150.00	2,950.00	
	A -35-6-7140-4-54110 -	COVER POSTAGE	10/01/2024				
			** JOURNAL TOTAL		0.00		

CITY OF SARATOGA SPRINGS

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: u257

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2024 10 3									
BUA A3051354-54810					SMALL CLAIMS/COUNTY CHGBACKS	5		20.00	
10/01/2024	TRCONSENT	100124	TRCONSENT		2024 SCAR REFUNDS				
BUA A3051414-54120					POSTAGE	5			20.00
10/01/2024	TRCONSENT	100124	TRCONSENT		2024 SCAR REFUNDS				
BUA G3638124-54180					OTHER SUPPLIES	5		661.00	
10/01/2024	TRCONSENT	100124	TRCONSENT		COVER EXPENSES				
BUA G3638112-52200					OFFICE EQUIPMENT	5			661.00
10/01/2024	TRCONSENT	100124	TRCONSENT		COVER EXPENSES				
BUA A3143634-54747					AMBULANCE BILLING CONTRACTED S	5		50,000.00	
10/01/2024	TRCONSENT	100124	TRCONSENT		AMBULANCE BILLING CONTRACT				
BUA A3143414-54570					TRAINING	5			50,000.00
10/01/2024	TRCONSENT	100124	TRCONSENT		AMBULANCE BILLING CONTRACT				
BUA A3051354-54520					GAS & OIL	5		100.00	
10/01/2024	TRCONSENT	100124	TRCONSENT		REIMBURSE DPW- FUEL				
BUA A3051414-54120					POSTAGE	5			100.00
10/01/2024	TRCONSENT	100124	TRCONSENT		REIMBURSE DPW- FUEL				
BUA A3021344-54720					SERVICE CONTRACTS - PROF SERV	5		6,280.00	
10/01/2024	TRCONSENT	100124	TRCONSENT		COVER COST OF SCHOOL TAXES				
BUA A3021374-54580					DISCOUNTS ISSUED	5			6,280.00
10/01/2024	TRCONSENT	100124	TRCONSENT		COVER COST OF SCHOOL TAXES				
BUA A3051354-54810					SMALL CLAIMS/COUNTY CHGBACKS	5		180.00	
10/01/2024	TRCONSENT	100124	TRCONSENT		FUND 2024 SCAR REFUNDS				
BUA A3051414-54120					POSTAGE	5			180.00
10/01/2024	TRCONSENT	100124	TRCONSENT		FUND 2024 SCAR REFUNDS				
BUA A3567144-54120					POSTAGE	5		150.00	
10/01/2024	TRCONSENT	100124	TRCONSENT		COVER POSTAGE				
BUA A3567144-54110					OFFICE SUPPLIES	5			150.00
10/01/2024	TRCONSENT	100124	TRCONSENT		COVER POSTAGE				
					JOURNAL 2024/10/3 TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

** END OF REPORT - Generated by Donna Woods **

AGENDA ITEM NO. 6.9

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Consent Agenda

AGENDA SECTION: Consent Agenda

SUBJECT: Approve Budget Amendments - Regular

SUGGESTED ACTION:

ITEM ACTION: Consent Agenda

ITEM NOTES:

ATTACHMENTS:
Budget Amendments - Regular, Consent Agenda 10.01.2024

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND		
2024 10	4	10/01/2024	100124		AMCONSENT	BUA AMCONSENT	1	2		
1	A044	41580		DPS DEPARTMENTAL INCOME	RESTITUTION CHARGES		.00	-1,120.00	-1,120.00	
	A -04-4-0000-0-41580 -				RESTITUTION FOR COMPUTER	10/01/2024				
2	A3143022	52230		PUBLIC SAFETY NETWORK EQ CAP O	HARDWARE		43,000.00	1,120.00	44,120.00	
	A -31-4-3020-2-52230 -				RESTITUTION FOR COMPUTER	10/01/2024				
3	A104	42701		DPS MISC LOACL SOURCES	REFUND CURRENT YEAR EXPENSE		-1,989.99	-425.00	-2,414.99	
	A -10-4-0000-0-42701 -				REFUND CANCELLED TRAINING	10/01/2024				
4	A3143124	54570		POLICE DEPARTMENT CS	TRAINING		42,000.00	425.00	42,425.00	
	A -31-4-3120-4-54570 -				REFUND CANCELLED TRAINING	10/01/2024				
					** JOURNAL TOTAL			0.00		

CITY OF SARATOGA SPRINGS

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: u257

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2024 10 4									
BUA A044-41580					RESTITUTION CHARGES	5			1,120.00
10/01/2024	AMCONSENT	100124	AMCONSENT		RESTITUTION FOR COMPUTER				
BUA A3143022-52230					HARDWARE	5		1,120.00	
10/01/2024	AMCONSENT	100124	AMCONSENT		RESTITUTION FOR COMPUTER				
BUA A104-42701					REFUND CURRENT YEAR EXPENSE	5			425.00
10/01/2024	AMCONSENT	100124	AMCONSENT		REFUND CANCELLED TRAINING				
BUA A3143124-54570					TRAINING	5		425.00	
10/01/2024	AMCONSENT	100124	AMCONSENT		REFUND CANCELLED TRAINING				
								.00	.00
BUA A-2960					APPROPRIATIONS				1,545.00
10/01/2024	AMCONSENT	100124	AMCONSENT						
BUA A-1510					ESTIMATED REVENUES			1,545.00	
10/01/2024	AMCONSENT	100124	AMCONSENT						
					SYSTEM GENERATED ENTRIES TOTAL			1,545.00	1,545.00
					JOURNAL 2024/10/4 TOTAL			1,545.00	1,545.00

CITY OF SARATOGA SPRINGS

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT		YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2024	10	4	10/01/2024			
	A-1510					ESTIMATED REVENUES	1,545.00	
	A-2960					APPROPRIATIONS		1,545.00
						FUND TOTAL	1,545.00	1,545.00

** END OF REPORT - Generated by Donna Woods **

AGENDA ITEM NO. 9.1

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Susanna Combs, Supervisors

ITEM TYPE: Announcement

AGENDA SECTION: Supervisors

SUBJECT:

1. Michele Madigan

- Remarks

2. Matthew Veitch

- Remarks

SUGGESTED ACTION:

ITEM ACTION: Announcement

ITEM NOTES:

ATTACHMENTS:

AGENDA ITEM NO. 10.1

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	September 30, 2024
SUBMITTED BY:	Susanna Combs, Mayor
ITEM TYPE:	Announcement
AGENDA SECTION:	Mayor's Department
SUBJECT:	Rise to Create Art Show
SUGGESTED ACTION:	
ITEM ACTION:	Announcement
ITEM NOTES:	The "Rise to Create" Art Show is a collaboration between Rise Housing and Support Services and C.R.E.A.T.E. Community Studios where Rise individuals will be displaying their art work in the sitting area of the Mayor's Office from October 15 to November 15, 2024. An opening reception will be held on October 15th beginning at 4:30 pm until 6:30 pm. Thereafter, the public is welcome to come and view the artwork during normal business hours.
ATTACHMENTS:	

AGENDA ITEM NO. 10.2

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	September 30, 2024
SUBMITTED BY:	Joanne Kiernan, Mayor
ITEM TYPE:	Discussion and Vote
AGENDA SECTION:	Mayor's Department
SUBJECT:	Approve Miller Mannix invoice 11004-019N for $293.00. The invoice for the year end audit inquiry
SUGGESTED ACTION:	
ITEM ACTION:	Discussion and Vote
ITEM NOTES:	

ATTACHMENTS:
Miller Manix 1104-109N.pdf

MILLER, MANNIX, SCHACHNER & HAFNER, LLC
Attorneys at Law
15 West Notre Dame Street
Glens Falls, New York 12801
(518) 793-6611 - (800) 421-6166
EIN 14-1827242

CITY OF SARATOGA SPRINGS
CITY HALL
474 BROADWAY
SARATOGA SPRINGS NY 12866

07/22/2024
FILE NO. 11004-019N
STATEMENT NO: 11

MAYOR'S OFFICE -- GENERAL

FOR Annual Audit

		HOURS	
06/03/2024	REVIEW LITIGATION AUDIT INQUIRY REQUEST STATUS	0.20	46.00
06/12/2024	DRAFT AUDIT INQUIRY RESPONSE	0.40	92.00
	REVISE AUDIT INQUIRY RESPONSE	0.20	46.00
	FOR CURRENT SERVICES RENDERED	0.80	184.00

RECAPITULATION

ATTORNEY	HOURS	HOURLY RATE	TOTAL
SCHACHNER/MARK	0.80	$230.00	$184.00

TOTAL CURRENT WORK	184.00
BALANCE DUE	$184.00

A30114 24 | 54720

Fw: legal bills to certify - Mannix Miller invoices

Corissa Salvo <Corissa.Salvo@saratoga-springs.org>
Wed 9/4/2024 10:18 AM
To:JoAnne Kiernan <Joanne.Kiernan@saratoga-springs.org>

1 attachments (50 KB)
mannix miller invoices.pdf;

Certified with civil service, thank you and happy Wednesday

Corissa Salvo
Civil Service Coordinator
474 Broadway Suite 31
Saratoga Springs NY 12866
518 587 3550 Ext 2602

From: JoAnne Kiernan <Joanne.Kiernan@saratoga-springs.org>
Sent: Wednesday, September 4, 2024 10:11 AM
To: Corissa Salvo <Corissa.Salvo@saratoga-springs.org>
Subject: Re: legal bills to certify

sorry

JoAnne Kiernan
Deputy Mayor
City of Saratoga Springs
474 Broadway - Suite 11
Saratoga Springs, NY 12866
Phone (518) 587-3550 ext 2514

From: Corissa Salvo <Corissa.Salvo@saratoga-springs.org>
Sent: Wednesday, September 4, 2024 8:55 AM
To: JoAnne Kiernan <Joanne.Kiernan@saratoga-springs.org>
Subject: Re: legal bills to certify

No attachment lol

Corissa Salvo
Civil Service Coordinator

Request for Certification of Sufficient Funds

Submittal Date: 9/3/24

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

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):
Bill for annual audit – legal response and a bill for Article 78 on appeal

Appropriation – Current Budget Expense

Org/Object/Proj(s):	**Amount Requested for Approval:**
A3011424/54720	**$293.00** ✓
Current Amount Available:	**$20,000.00** ✓
Transfer/Amendment Pending:	**$**

Transfer/Amendment Date: _____

JoAnne Kiernan — 9/3/2024

Department Head Signature — **Date**

Certification of Sufficient Funds

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

9/10/24

Commissioner of Finance — **Approval Date**

AGENDA ITEM NO. 10.3

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Joanne Kiernan, Mayor

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Mayor's Department

SUBJECT: Resolution Creating Commissioner of Public Works Interview Committee

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
RESOLUTION_committee_recommend_Comm_DPW final.pdf

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK

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

WHEREAS, Jason Golub recently resigned from his elected office as Commissioner of Public Works; and

WHEREAS, Section 2.4 of the City Charter provides that when a vacancy in elective office occurs other than by expiration of term, the City Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurred; and

WHEREAS, while Section 2.4 does not establish standards or procedures for the Council to adhere to when temporarily filling such a vacancy, the Council finds that it is in the public interest to create a process that invites qualified candidates to be interviewed and fairly considered. Section 2.2 of the City Charter provides that the Council may create such ad hoc committees and appoint members thereto as deemed necessary in the public interest,

NOW, THEREFORE, this Council hereby resolves as follows:

1. This Council shall create the Commissioner of Department of Public Works Search Committee (the "Committee") for the purpose of interviewing candidates for the temporary appointment to the position of Commissioner of Public Works, as such temporary appointment is authorized by City Charter Section 2.4.

2. The Committee shall consist of five (5) members. The Mayor and the Commissioners of Finance, Public Safety and Accounts shall each appoint one member. The Mayor shall designate the fifth member, the Chair, and the Chair shall have the administrative powers to call, schedule, organize, and conduct meetings, to request information from city staff, and to cause minutes to be taken and kept.

3. The Committee shall be advisory only, and shall have no authority to exercise any of the powers of the City government. At the end of its review of all candidates deemed qualified, the Committee shall make a recommendation to the Council as to the person best qualified for the appointment. The Council shall not be bound by the Committee's recommendation.

4. The Committee's meetings shall be open to the public, however, there shall be no public comment taken during the meetings. The public shall be invited to provide comments in writing or electronically at any time.

5. The Committee's responsibilities and its authority shall end when it makes its recommendation to the Council.

Dated:
Ayes _ Nays

CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, NY By Dillon Moran, City Clerk

AGENDA ITEM NO. 10.4

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Susanna Combs, Mayor

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Mayor's Department

SUBJECT: Attorney General Tolling Agreement Extension

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES: This new Tolling Agreement Extension would extend the expiration date to 9 months from the original starting date of March 8 (to December 8).

The agreement has the effect of extending the time frame for the AG to bring certain legal action against the city.

It is a method of giving both parties a further opportunity to conduct discussions and find resolution.

ATTACHMENTS:
Tolling Agmt 10.1.24 CC Agenda.pdf

ATTORNEY GENERAL OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU

----------X

In the Matter of the Investigation by LETITIA JAMES, Attorney General of the State of New York, of

City of Saratoga Springs

TOLLING AGREEMENT

----------X

WHEREAS, the People of the State of New York, by and through LETITIA JAMES, Attorney General of the State of New York (hereinafter, the "Attorney General"), is conducting a civil investigation of the City of Saratoga Springs ("Respondent"), to determine whether Respondent engaged in unlawful activity in violation of the United States and New York Constitutions, and whether a civil proceeding or action should be instituted against Respondent (the "Investigation");

WHEREAS, the Attorney General and Respondent agree to proceed with the Investigation related to those statutes identified above without need for litigation, it is agreed as follows:

IT IS HEREBY UNDERSTOOD AND AGREED, by and between Respondent and the Attorney General, as follows:

1. Respondent and the Attorney General hereby enter into this tolling agreement ("Agreement") regarding the Investigation.

2. The effective date of this Agreement is March 8, 2024 ("Effective Date").

3. This Agreement shall supplement the Agreement entered into by the parties on March 8, 2024.

4. This Agreement shall terminate nine (9) months after the Effective Date, unless the parties agree, by executing a signed written document, to extend this Agreement through a later date or either party terminates the Agreement pursuant to Paragraph 4 (the "Tolling Period").

5. Either party may terminate this Agreement at any time, by providing no less than fourteen (14) days written notice of intent to terminate addressed to the other party, sent by email and first-class mail, to the Attorney General and to Respondent through their counsel, at the addresses indicated below. The fourteen (14) day notice period shall commence upon written notice to the other party. The Agreement shall terminate only after the expiration of this fourteen (14) day notice period.

6. Commencing on the Effective Date and for the duration the Tolling Period, the parties agree that all applicable statutes of limitations as to claims that the Attorney General may file against Respondent in connection with, related to, or arising from the Investigation, shall be tolled and suspended, including any and all claims that the Attorney General may file against Respondent's affiliates, subsidiaries, corporations, companies, partnerships; and any of the aforementioned entities' owners, shareholders, officers, directors, agents, employees, consultants, independent contractors, and assignees.

7. During the Tolling Period, the Attorney General shall not commence a civil action or proceeding in connection with, related to, or arising from the Investigation against Respondent or any entities covered by this Agreement pursuant to Paragraph 5.

8. The period of time that the statutes are so tolled shall be added to the time for bringing an action for each of the Attorney General's respective claims, pursuant to any federal, state, or local law or regulation.

9. Respondent waives and shall not raise, assert or plead against the Attorney General any defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action filed by the Attorney General against Respondent in connection with, related to, or arising from the Investigation.

10. The running of all applicable statutes of limitations shall commence again on the termination of this Agreement, unless there is an extension of this Agreement executed in writing by and on behalf of the parties hereto.

11. It is understood that by entering into this Agreement, neither party is waiving any claims, rights or defenses that may have accrued up to the Effective Date.

12. This Agreement shall be binding upon Respondent and their respective members, officers, directors, successors, and assigns.

13. This Agreement may be executed in counterparts, all of which when read together shall constitute the entire Agreement.

14. Facsimile signatures on this Agreement shall have the same effect as original signatures.

15. Respondent's Counsel signing this Agreement represent that they have the authority of Respondent to enter into this Agreement.

LETITIA JAMES
Attorney General of the State of New York

By: /s/ Rick Sawyer
Rick Sawyer
Section Chief
28 Liberty St.
New York, New York 10005
(212) 416-6182
Richard.sawyer@ag.ny.gov

Dated: June 8, 2024

City of Saratoga Springs

By: _____

JS

AGENDA ITEM NO. 11.1

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Accounts

ITEM TYPE: Announcement

AGENDA SECTION: Account's Department

SUBJECT: Business Milestone

SUGGESTED ACTION:

ITEM ACTION: Announcement

ITEM NOTES:

ATTACHMENTS:

AGENDA ITEM NO. 11.2

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Accounts

ITEM TYPE: Announcement

AGENDA SECTION: Account's Department

SUBJECT: Special Events

SUGGESTED ACTION:

ITEM ACTION: Announcement

ITEM NOTES:

ATTACHMENTS:

AGENDA ITEM NO. 11.3

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Accounts

ITEM TYPE: Award of Bid

AGENDA SECTION: Account's Department

SUBJECT: IFB 2024-41 Traffic Signal Equipment - APS to Traffic Systems, Inc.

SUGGESTED ACTION:

ITEM ACTION: Award of Bid

ITEM NOTES:

ATTACHMENTS:
IFB 2024-41 Traffic Signal Equipment - APS to Traffic Systems, Inc..pdf

City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway – Suite 14
Saratoga Springs, New York 12866
Telephone 518-587-3550 ext: 2560

Award/Extension of Bid Sign-Off Form

Award of Bid

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

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

Extension of Bid

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

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

Department That Owns Award/Extension of Bid: PUBLIC SAFETY_____

Project or Item Being Awarded: IFB 2024-41 TRAFFIC SIGNAL EQUIPMENT - APS_____

Item Being Extended: _____

Vendor Who Won the Bid: TRAFFIC SYSTEMS, INC._____

Budget Line Item: **A3143312-52803 TRAFFIC EQUIPMENT GRANT $66,796.00**_____

Budget Line Item: _____ _____ _____ **$**_____

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

_____ _____
Assistant Purchasing Agent Date

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

_____ _____
Director of Risk & Safety Date

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

€ttp of Saratoga Bpnngs
OFFICE OF PUBLIC SAFETY

Commissioner Tim Coll

CITY HALL
474 Broadway
Saratoga Springs, NY 12866
Telephone 518-587-3550

Daniel Charleson
Deputy Commissioner

MEMO

TO: COMMISSIONER DILLON MORAN

FROM: COMMISSIONER TIM COLL

DEPUTY COMMISSONER DANIEL CHARLESON

DATE: SEPTEMBER 11.2024

RE: AWARD OF BID

Commissioner Moran,

The Department of Public Safety would like to Award the Bid for IFB 2024-41 TRAFFIC SIGNAL EQUIPMENT – APS to Traffic Systems, Inc.

Please place on your Agenda for the October 1, 2024 City Council Meeting.

Thank you,

Tim Coll, Commissioner

Daniel Charleson, Deputy Commissioner

Department of Public Safety

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
#1	80	Polara iNS2 9"x15" APS Assembly or equal	$446.00	$35,680.00
#2	12	Polara iCCU-S2 Shelf Model or equal	$2,465.00	$29,580.00
#3	12	Polara iN2-ICB:Interconnect Board(iN2-ICB) or equal	$86.00	$1,032.00
#4	12	Polara Cable –C: iCCU-S2 Cable for Ped Inputs and logic ground or equal	$42.00	$504.00

TOTAL BID IN FIGURES: $ 66,796.00

TOTAL BID WRITTEN: Sixty Six Thousand Seven Hundred Ninety Six Dollars

COMPANY NAME: Traffic Systems, Inc.

ADDRESS: 1 Corporate Drive

Holtsville *(City)* NY *(State)* 11742 *(Zip)* **Phone No.** (631) 242 - 4292

E-MAIL ADDRESS: cpagniello@trafficsystemsinc.com

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Richard Marsanico

TITLE: President **DATE:** 8/27/24

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: Richard Marsanico

Title: President Date: 8/27/24

Company Name: Traffic Systems, Inc.

Company Address: 1 Corporate Drive, Holtsville, NY 11742

Subscribed to under penalty of perjury under the laws of the State of New York, this 27th day of August, 2024 as the act and deed of said corporation of partnership.

City of Saratoga Springs

OFFICE OF COMMISSIONER OF ACCOUNTS

Purchasing Department
474 Broadway
Saratoga Springs, New York 12866

Telephone 518-587-3550

DILLON C. MORAN
COMMISSIONER

STACY CONNORS
DEPUTY COMMISSIONER

August 14, 2024

Traffic Signal Equipment-APS IFB 2024-41
Addendum #1

Question: This appears to be a sole source procurement and we will not be able to bid unless the specification is opened up for others.

Answer: The Standards and Specifications provided express the City's equipment physical expectations, required functional operation, installation, and programming requirements. A vendor whose equipment meets the Standards and Specifications may submit proposals.

The manufacture cut sheets that are included in the IFB are for reference only.

Please see page 6 of the IFB documents.

"EQUIVALENT PRODUCT

Bids shall be accepted for consideration on any Traffic Signal Equipment – APS that is equal or superior to the units specified. Decisions of equivalency will be at the sole interpretation of the City. A blanket statement that the units proposed would meet all requirements will not be sufficient to establish equivalency."

Traffic Signal Equipment-APS IFB 2024-41 Bid Results

	Item	Unit Price	Total Price	Purchasing
Traffic Systems, Inc.	**1**	$446.00	$35,680.00	Meets requirements.
Richard Marsanico	**2**	$2,465.00	$29,580.00	
1 Corporate Drive	**3**	$86.00	$1,032.00	
Holtsville, NY 11742	**4**	$42.00	$504.00	
cpagniello@trafficsystemsinc.com	**Total Bid**		$66,796.00	

Request for Certification of Sufficient Funds

Submittal Date: 9.5.2024

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

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):
TRAFFIC SYSTEMS, INC.
1 CORPORATE DRIVE
HOLTSVILLE, NY 11742

Appropriation – Current Budget Expense Org/Object/Proj(s): A3143312-52803 TRAFFIC EQUIPMENT GRANT

Amount Requested for Approval: $ 66,796.00 ✓

Current Amount Available: as per MUNIS $ 70,400.00 ✓

Transfer/Amendment Pending: $

Transfer/Amendment Date: _____

DPG CDL

Department Head Signature

9/9/24

Date

Certification of Sufficient Funds

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

Commissioner of Finance

9/9/24

Approval Date

Re: Award of Bid dox - Traffic Systems Inc - RFP 2024-41

Stefanie Richards <Stefanie.Richards@saratoga-springs.org>

Fri 9/13/2024 1:57 PM

To:Karen Perrino <Karen.Perrino@saratoga-springs.org>;Rachael Capasso <rcapasso@saratoga-springs.org>;Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>;Christine Gillmett-Brown <Christine.Brown@saratoga-springs.org>
Cc:Tim Coll <Tim.Coll@saratoga-springs.org>;Daniel Charleson <Daniel.Charleson@saratoga-springs.org>;Dillon Moran <Dillon.Moran@saratoga-springs.org>;Stacy Connors <Stacy.Connors@saratoga-springs.org>;Danielle Willard <Danielle.Willard@saratoga-springs.org>;Lisa Watkins <Lisa.Watkins@saratoga-springs.org>

Purchasing requirements have been met.

Thanks

From: Karen Perrino <Karen.Perrino@saratoga-springs.org>
Sent: Friday, September 13, 2024 1:37 PM
To: Stefanie Richards <Stefanie.Richards@saratoga-springs.org>; Rachael Capasso <rcapasso@saratoga-springs.org>; Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>; Christine Gillmett-Brown <Christine.Brown@saratoga-springs.org>
Cc: Tim Coll <Tim.Coll@saratoga-springs.org>; Daniel Charleson <Daniel.Charleson@saratoga-springs.org>; Dillon Moran <Dillon.Moran@saratoga-springs.org>; Stacy Connors <Stacy.Connors@saratoga-springs.org>; Danielle Willard <Danielle.Willard@saratoga-springs.org>; Lisa Watkins <Lisa.Watkins@saratoga-springs.org>
Subject: Re: Award of Bid dox - Traffic Systems Inc - RFP 2024-41

Thank you, let's try this again!

Respectfully,

Karen V. Perrino
Purchasing Coordinator
Department of Public Safety
518-587-3550 x2625

From: Stefanie Richards <Stefanie.Richards@saratoga-springs.org>
Sent: Friday, September 13, 2024 1:24 PM
To: Karen Perrino <Karen.Perrino@saratoga-springs.org>; Rachael Capasso <rcapasso@saratoga-springs.org>; Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>; Christine Gillmett-Brown <Christine.Brown@saratoga-springs.org>
Cc: Tim Coll <Tim.Coll@saratoga-springs.org>; Daniel Charleson <Daniel.Charleson@saratoga-springs.org>; Dillon Moran <Dillon.Moran@saratoga-springs.org>; Stacy Connors <Stacy.Connors@saratoga-springs.org>; Danielle Willard <Danielle.Willard@saratoga-springs.org>; Lisa Watkins <Lisa.Watkins@saratoga-springs.org>
Subject: Re: Award of Bid dox - Traffic Systems Inc - RFP 2024-41

Good afternoon, This was an IFB not a RFP. Can you please change the memo and award of bid form?

Thank you

Re: Award of Bid dox - Traffic Systems Inc - RFP 2024-41

Rachael Capasso <rcapasso@saratoga-springs.org>

Mon 9/16/2024 7:40 AM

To:Karen Perrino <Karen.Perrino@saratoga-springs.org>;Stefanie Richards <Stefanie.Richards@saratoga-springs.org>;Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>;Christine Gillmett-Brown <Christine.Brown@saratoga-springs.org>
Cc:Tim Coll <Tim.Coll@saratoga-springs.org>;Daniel Charleson <Daniel.Charleson@saratoga-springs.org>;Dillon Moran <Dillon.Moran@saratoga-springs.org>;Stacy Connors <Stacy.Connors@saratoga-springs.org>;Danielle Willard <Danielle.Willard@saratoga-springs.org>;Lisa Watkins <Lisa.Watkins@saratoga-springs.org>

Risk and Safety approves.

Kind Regards,

Rachael Capasso | Director of Risk and Safety
City of Saratoga Springs
474 Broadway, Suite 14
Saratoga Springs, NY 12866
Phone: (518) 587-3550 ext. 2612

From: Karen Perrino <Karen.Perrino@saratoga-springs.org>
Sent: Friday, September 13, 2024 1:37 PM
To: Stefanie Richards <Stefanie.Richards@saratoga-springs.org>; Rachael Capasso <rcapasso@saratoga-springs.org>; Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>; Christine Gillmett-Brown <Christine.Brown@saratoga-springs.org>
Cc: Tim Coll <Tim.Coll@saratoga-springs.org>; Daniel Charleson <Daniel.Charleson@saratoga-springs.org>; Dillon Moran <Dillon.Moran@saratoga-springs.org>; Stacy Connors <Stacy.Connors@saratoga-springs.org>; Danielle Willard <Danielle.Willard@saratoga-springs.org>; Lisa Watkins <Lisa.Watkins@saratoga-springs.org>
Subject: Re: Award of Bid dox - Traffic Systems Inc - RFP 2024-41

Thank you, let's try this again!

Respectfully,

Karen V. Perrino
Purchasing Coordinator
Department of Public Safety
518-587-3550 x2625

From: Stefanie Richards <Stefanie.Richards@saratoga-springs.org>
Sent: Friday, September 13, 2024 1:24 PM
To: Karen Perrino <Karen.Perrino@saratoga-springs.org>; Rachael Capasso <rcapasso@saratoga-springs.org>; Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>; Christine Gillmett-Brown <Christine.Brown@saratoga-springs.org>
Cc: Tim Coll <Tim.Coll@saratoga-springs.org>; Daniel Charleson <Daniel.Charleson@saratoga-springs.org>; Dillon Moran <Dillon.Moran@saratoga-springs.org>; Stacy Connors <Stacy.Connors@saratoga-springs.org>; Danielle Willard <Danielle.Willard@saratoga-springs.org>; Lisa Watkins <Lisa.Watkins@saratoga-springs.org>
Subject: Re: Award of Bid dox - Traffic Systems Inc - RFP 2024-41

Good afternoon, This was an IFB not a RFP. Can you please change the memo and award of bid form?

Thank you

From: Karen Perrino <Karen.Perrino@saratoga-springs.org>
Sent: Friday, September 13, 2024 1:16 PM
To: Stefanie Richards <Stefanie.Richards@saratoga-springs.org>; Rachael Capasso <rcapasso@saratoga-springs.org>; Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>; Christine Gillmett-Brown <Christine.Brown@saratoga-springs.org>
Cc: Tim Coll <Tim.Coll@saratoga-springs.org>; Daniel Charleson <Daniel.Charleson@saratoga-springs.org>; Dillon Moran <Dillon.Moran@saratoga-springs.org>; Stacy Connors <Stacy.Connors@saratoga-springs.org>; Danielle Willard <Danielle.Willard@saratoga-springs.org>; Lisa Watkins <Lisa.Watkins@saratoga-springs.org>
Subject: Award of Bid dox - Traffic Systems Inc - RFP 2024-41

Good afternoon all!

Please find the attached Award of Bid documents for RFP 2024-451 Traffic Signal Equipment - APS. We would like this to be placed on the Commissioner of Accounts Agenda for the 10.1.2024 Council Meeting.

Please let me know if you need anything further, and be aware that insurance is not provided as this is for product only.

Respectfully,

Karen V. Perrino
Purchasing Coordinator
Department of Public Safety
518-587-3550 x2625

AGENDA ITEM NO. 11.4

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Accounts

ITEM TYPE: Award of Bid

AGENDA SECTION: Account's Department

SUBJECT: Legal Services to Harris Beach

SUGGESTED ACTION:

ITEM ACTION: Award of Bid

ITEM NOTES:

ATTACHMENTS:
2024-29 AOB_Legal Services_Harris Beach 20240912.pdf

City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway-Suite 14
Saratoga Springs, New York 12866
Telephone *518-587-3550* ext: *2560*

Award/Extension of Bid Sign-Off Form

Award of Bid

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

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

Extension of Bid

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

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

Department That Owns Award/Extension of Bid**:** Department of Accounts

Project or Item Being Awarded: RFP 2024-29 Legal Services

Item Being Extended: _____

Vendor Who Won the Bid: Harris Beach

Budget Line Item: A3051414 / 54720 Budget Line $20,000.00

Budget Line Item: _____ $ _____

Commissioner of Department of Accounts: Please add to the *August 20, 2024* City Council

Agenda, the bid award for

RFP: 2024-29 Legal Services

8 /16 2024
Date

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

_____ _____
Assistant Purchasing Agent Date

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

_____ _____
Director of Risk & Safety Date

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

STATEMENT OF SPECIFICATIONS: Legal Services RFP 2024-29

The City of Saratoga Springs is seeking hourly rate proposals for legal services to assist with the contract process and general legal matters for the Department of Accounts, Department of Finance and the Department of Public Works.

Areas of expertise to include, but not limited to, NYS Law, NYS Civil Service Law, labor law, City Charter (municipal law), review of contracts, City resolutions, City ordinances, FOIL, and insurance law.

Proposals shall include at least three references of similar legal services as well as the qualifications of all staff that would be working on the City contract.

The term of the contract will be for one year from the date of City Council approval. The City reserves the right to extend the contract for up to three (3) one (1) year terms from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor.

The City may utilize a scoring system between City staff to determine award. Interviews may be conducted as part of the evaluation of proposals.

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

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

TOTAL HOURLY BID IN FIGURES: $ See page 7 of proposal for hourly fee by title quote for 2024

TOTAL HOURLY BID WRITTEN: _____

COMPANY NAME: Harris Beach PLLC

ADDRESS: 677 Broadway, Suite 1101

Albany *(City)* | NY *(State)* | 12207 *(Zip)* | **Phone No. (**518**)** 427 **-** 9700

E-MAIL ADDRESS: bkozak@harrisbeach.com

AUTHORIZED SIGNATURE: Barry R Kozak

PRINTED NAME: Barry R. Kozak

TITLE: Chief Operating Officer **DATE:** 5/10/24

PROPOSED HARRIS BEACH ATTORNEY TEAM

Bradley Wanner and Justin S. Miller are submitting this proposal on behalf of Harris Beach and will serve as the relationship partners for the City. As your primary contacts, they will be directly responsible for the performance of the work, or in consultation with the City, for staffing the work according to the City's needs in specific matters. Brad and Justin will be joined by the core attorney team outlined below as we strive to provide a streamlined and effective method of service delivery. These attorneys will be available to handle City matters on an as-needed basis. The City will also have the complete resources of the Firm at its disposal, including attorneys and professionals who possess in-depth knowledge and familiarity with the issues municipalities often face. The professional resumes for the proposed Harris Beach team members who will be involved in the City engagement are included at the conclusion of the proposal document.

Proposed Team Members	***Title***	***Practice Areas***
Bradley M. Wanner	Partner	Litigation
Justin S. Miller	Partner	Municipal Law; Compliance; General Counsel; Public Finance
H. Todd Bullard	Partner	Litigation; Municipal Law; General Counsel
Darius P. Chafizadeh	Partner	Litigation; Municipal Law; General Counsel
Robert J. Ryan	Partner	Municipal Law; Compliance; General Counsel; Tax Law
Jeremy H. Speich	Partner	Corporate Law; Contract Matters
Zana M. Beck	Associate	Corporate Law; Contract Matters; Tax

CLIENT REFERENCES

City of Yonkers
Honorable Matthew Gallagher, Corporation Counsel
40 South Broadway
Yonkers, New York 10701
Telephone: (914) 377-6250

City of New Rochelle
Dawn Warren, Corporate Counsel
515 North Avenue
New Rochelle, New York 10801
Telephone: (914) 654-2126

City of Mount Vernon
Mr. Brian G. Johnson, Corporation Counsel
1 Roosevelt Square North
Mount Vernon, New York 10550
Telephone: (914) 665-2366

PROPOSED FEES/EXPENSES

Harris Beach recognizes that the prime purpose behind any fee arrangement is to offer the best value at a competitive rate. Our stringent case management strategy is to manage the time spent on a matter in the best interest of the client. Our firm's consistent growth is a result of our commitment to provide the best legal services in a cost-effective and responsive manner. Harris Beach prides itself on providing effective case management by teaming the right combination of highly skilled partners and associates to execute a project efficiently. Each attorney who works on a matter has a clearly designated role, supplying different areas of expertise. Whenever possible, Harris Beach partners channel legal research and other support work on files to associates or firm librarians and paraprofessionals with the lowest billing rate consistent with performing the task at our highest standard of excellence.

Currently, our hourly rates range from $420 - $695 for partners and senior counsel, $280 - $425 for associates and other attorneys, and $115 - $240 for paralegals. Recognizing the limitations associated with public sector budgets, we have not-for-profit rates which represent a significant discount on our standard hourly rates. Billing rates are established and reviewed on an annual basis. In general, under the hourly billing scenario, fees for the firm's services are determined based on the time devoted by attorneys and other professional and paraprofessional personnel. Where our fees are based upon hourly rates, we record our time in units of tenths of an hour and keep accurate records showing the time we devote to your work.

For the City, Harris Beach proposes the following hourly rate structure for 2024:

Title	Hourly Rate
Partners and Senior Counsel	$325
Associates	$235
Paralegals	$125

We bill monthly, providing a detailed statement of services rendered, people who worked on the matter, and an accounting of all time.

Disbursements and Other Expenses: The City will reimburse the Firm for necessary expenses advanced on your behalf and are typically held to a minimum. In addition to our fees for rendering professional services, our billing statements will include separate charges for performing standard services such as travel, long distance telephone calls, service of documents, recording and filing fees, transcripts, courier services, photocopying, scanning, delivery charges, facsimile transmissions, specialized computer applications and other expenses and services incurred incidentally to the performance of our legal services. Costs are billed without markup. Such disbursements will be submitted with appropriate documentation, receipts or other back-up information verifying the expenditure.

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: Barry R. Kozak

Title: Chief Operating Officer Date: 5/10/24

Company Name: Harris Beach PPLC

Company Address: 677 Broadway, Suite 1101 Albany, NY 12207

Subscribed to under penalty of perjury under the laws of the State of New York, this 10th day of May, 2024 as the act and deed of said corporation of partnership.

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

City Project Number:_____ **City Project Name:**_____ **Prevailing Wage Project No.:**_____
City Department:_____ **Department Contact Person:**_____ **City Ext.** _____
Company Name: Harris Beach PLLC
Company Address: 677 Broadway, Suite 1101 Albany, NY 12207
Company Telephone No.: (518) 427-9700 **Company Fax No.:** (585) 419-8801
Consultant Primary Contact for This Project: Barry R. Kozak **Title:** Chief Operating Officer

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

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

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

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

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 21, Saratoga Springs, NY 12866**, within two (2) days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis*** **prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City as an ***Additional Insured on a primary and non-contributory*** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be

included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

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

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

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

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

Consultant Signature: _____ **Date:** 5/10/24

Legal Services RFP 2024-29 Bid Results

	Total Bid	Purchasing	Risk and Safety
The Towne Law Firm James T. Towne, Jr., Esq. 500 New Karner Road Albany, NY 12205 james.towne@townelaw.com	$300.00	Meets requirements.	Missing umbrella limit of $3 million
McDonough Attorneys and Councelors, PLLC Matthew McDonough 334 Deer Park Avenue Babylon, NY 11702 info@mcdonoughpllc.com	$275.00	Meets requirements.	Does not meet requirements. Liability only.
Harris Beach PLLC Barry Kozak 677 Broadway, Suite 1101 Albany, NY 12207 bkozak@harrisbeach.com	$325.00/partners, senior counsel $235.00/associates $125.00/paralegals	Meets requirements.	City needs to be additional insured P & NC.
Himan Straub P. C. Elena DeFio Kean 121 State Street Albany, NY 12207 ekean@hinmanstraub.com	$250.00/prinicipals, shareholders $225.00/counsel, asscoaites $150.00/law clerks $125.00/paralegals	Meets requirements.	No insurance provided.

City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
Purchasing Department
474 Broadway
Saratoga Springs, New York 12866

Telephone 518-587-3550

DILLON C. MORAN
COMMISSIONER

STACY CONNORS
DEPUTY COMMISSIONER

May 2, 2024

Legal Services
RFP 2024-29
Addendum #1

Question: A question about the insurance requirements on the City of Saratoga Springs Risk and Safety Agreement:

1. Commercial General Liability Including Completed Products and Operations and Personal LiabilityInsurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate

2. Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles

3. Excess Insurance: Three Million Dollars per Occurrence Aggregate

4. Professional Errors and Omissions Insurance: Two Million per Claim Aggregate

5. 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.

Are all of these required for this RFP?

Answer: Yes, with the exception of

2. Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles

If there is no commercial automobile, then coverage would not be required.

City of Saratoga Springs
ACCOUNTS DEPARTMENT
CITY HALL
474 Broadway
Saratoga Springs, New York 12866

Telephone 518-587-3550
www.saratoga-springs.org

DILLON MORAN
Commissioner

STACY CONNORS
Deputy Commissioner

MEMORANDUM

TO: DILLON MORAN, COMMISSIONER OF ACCOUNTS

FROM: STACY CONNORS, DEPUTY COMMISSIONER OF ACCOUNTS

DATE: 08/16/2024

SUBJECT: LEGAL SERVICES – BID #2024-29

Commissioner Moran:

This is a follow up to our discussion of the subject bid to be awarded at the August 20, 2024 City Council meeting.

The RFP for legal services was issued and four bids were received.

I recommend the award of bid to Harris Beach PLLC based upon the experience of the organization.

Please let me know if I can provide any additional information in your decision to award this bid.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/16/2024

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (617) 482-3100 **FAX (A/C. No.):** (617) 542-2597
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Ins Co of the Midwest	37478
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	Hartford Casualty Insurance Co	29424
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Harris Beach PLLC
99 Garnsey Road
Pittsford NY 14534-4565 USA

COVERAGES **CERTIFICATE NUMBER:** 570107717550 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER:			10UUNDF2268 Commercial Package	08/03/2024	08/03/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			10 UEN DL7759 Business Auto	08/03/2024	08/03/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			10XHUDE9197 Umbrella SIR applies per policy terms & conditions	08/03/2024	08/03/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	

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

City of Saratoga Springs is included as Additional Insured, as their interests may appear as respects to General Liability and Automobile Liability.

Where Additional Insured status is granted and subject to the standard terms and conditions of the individual policies, coverage is Primary and Non-Contributory.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570107717550

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/15/2024

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (617) 482-3100 **FAX (A/C. No.):** (617) 542-2597
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	MSIG Specialty Insurance USA Inc.	34886
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Harris Beach PLLC
99 Garnsey Road
Pittsford NY 14534-4565 USA

COVERAGES **CERTIFICATE NUMBER:** 570107709670 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)**						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Lawyers Professional			MSTLPL00151	04/01/2024	04/01/2025	Limit	$10,000,000
							Aggregate	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Limits shown are as requested.
Evidence of Insurance
Errors & Omissions coverage is a Claims Made policy. There is no Additional Insured status on the Errors and Omissions coverage.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570107709670

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Harris Beach, PLLC **99 Garnsey Road** **Pittsford, NY 14534** Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	**(585) 419-8800** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 84-1623836
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier
City of Saratoga Springs **Department of Accounts** **474 Broadway Suite 14** **Saratoga Springs, NY 12866**	**Sentinel Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" **01WBAD5CAM** 3c. Policy effective period 8/3/2024 to 8/3/2025 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

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

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

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

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

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

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

Approved by: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F. Walsh Jr. 8/16/2024
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-3820

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

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

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

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

Re: 2024-29 AOB Legal Services - Harris Beach

Stefanie Richards <Stefanie.Richards@saratoga-springs.org>
Thu 9/12/2024 1:01 PM
To:Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>;Rachael Capasso <rcapasso@saratoga-springs.org>

Purchasing requirements have been met.

Thanks

From: Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>
Sent: Thursday, September 12, 2024 12:23 PM
To: Stefanie Richards <Stefanie.Richards@saratoga-springs.org>; Rachael Capasso <rcapasso@saratoga-springs.org>
Subject: 2024-29 AOB Legal Services - Harris Beach

Please forward your approvals of the enclosed Award of Bid. This was approved in August, but updated review and approvals are requested.

Kind regards,

Barbara Brindisi
Accounts Department Office Supervisor
City of Saratoga Springs
474 Broadway - Suite 14
Saratoga Springs, New York 12866
518-587-3550 ext. 2546

Re: 2024-29 AOB Legal Services - Harris Beach

Rachael Capasso <rcapasso@saratoga-springs.org>
Thu 9/12/2024 1:08 PM
To:Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>;Stefanie Richards <Stefanie.Richards@saratoga-springs.org>

Approved, thank you!

Kind Regards,

Rachael Capasso | Director of Risk and Safety
City of Saratoga Springs
474 Broadway, Suite 14
Saratoga Springs, NY 12866
Phone: (518) 587-3550 ext. 2612

From: Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>
Sent: Thursday, September 12, 2024 12:23 PM
To: Stefanie Richards <Stefanie.Richards@saratoga-springs.org>; Rachael Capasso <rcapasso@saratoga-springs.org>
Subject: 2024-29 AOB Legal Services - Harris Beach

Please forward your approvals of the enclosed Award of Bid. This was approved in August, but updated review and approvals are requested.

Kind regards,

Barbara Brindisi
Accounts Department Office Supervisor
City of Saratoga Springs
474 Broadway - Suite 14
Saratoga Springs, New York 12866
518-587-3550 ext. 2546

AGENDA ITEM NO. 11.5

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Accounts

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Account's Department

SUBJECT: Authorization for Mayor to Sign General Release for Claim A00005924519 - Damages that Occurred at 460 Walton Street

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
City of Saratoga Release.pdf

GENERAL RELEASE

CLAIM # A00005924519
RELEASE BY City of Saratoga Springs ("Releasor(s)").

1. RELEASE. For the consideration of Eighteen Thousand Seven hundred ninety eight and forty dollars ($18,798.40),I/we, and for my/our heirs, representatives, successors, and assigns, hereby release and forever discharge Erie insurance, Spa Septic Tank Company Inc, William Lake ,
his/her/their/its heirs, executors, administrators, insurers, successors, and assigns (Collectively, "Releasees"), from any and all claims and/or causes of action arising from or by reason of any and all injuries and/or property damage, foreseen or unforeseen, known or unknown, which have been or may be sustained by me/us arising out of the incident that occurred on or about May 28, 2024 , at or near 460 Walton St in Saratoga Springs the State of New York ("the Loss").

2. CLAIMS. The consideration above is specifically applicable to and payable to me/us in full and final settlement of any and all liability claims for personal or bodily injury of mine/ours and any and all damage to any property, real or personal, of mine/ours, whether known or unknown, foreseen or unforeseen, sustained or which may later develop, arising out of the Loss. This release does not include any claims for first-party insurance coverages, such as personal injury protection (PIP), medical payments coverage or uninsured or underinsured motorists coverage.

3. RIGHT OF CONTRIBUTION and JOINDER. I/we release and discharge Releasees from any right of contribution that I/we may have, relative to claims of others that may be brought against me/us by reason of the Loss. I/we will not join nor attempt to join the Releasees in any capacity, in any action that may be brought against me/us arising out of the Loss. In the event that any other person or entity joins or attempts to join Releasees into any suit, action or proceeding in which I/we seek compensation for injuries or damages I/we suffered or may suffer as a result of the Loss, I/we agree to mark any judgment or award against Releasees satisfied in full, without any further payment by Releasees.

4. LIENS AND EXPENSES. This Release includes any and all present and future liens or claims for subrogation against the payments to be made according to this Release. I/we agree that I/we are responsible for the payment of any liens or charges against the payments to be made hereunder, should any such liens, subrogation claims or claims for expenses and charges be asserted. This includes, but is not limited to, medical expense liens, worker's compensation liens, ERISA liens, liens asserted by any federal, state or local entity or agency, and any medical expense claim.

5. NO ADMISSION OF LIABILITY. I/We understand that this settlement is the compromise of a disputed claim, and that the payment is not an admission of liability on the part of Releasees, which liability is specifically denied.

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Signature of Releasor	Printed Name of Releasor	Date
Signature of Releasor	Printed Name of Releasor	Date

WITNESS

Signature of Witness	Printed Name of Witness	Date
Signature of Witness	Printed Name of Witness	Date

AGENDA ITEM NO. 11.6

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Accounts

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Account's Department

SUBJECT: Authorization for Mayor to Sign Contract for Legal Services with Harris Beach

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
2024_Contract_2024-29_Harris Beach 20241001.pdf
COSF Harris Beach 091724.pdf

City of Saratoga Springs, NY Contract

City Project Number: RFP 2024-29 **City Project Name:** _____
City Department: _____ **Department Contact Person:** _____ **City Ext.** _____
Company Name: Harris Beach PLLC.
Company Address: 677 Broadway, Suite 1101 Albany, NY 12207
Company Telephone No.: 518-427-9700 **Company Fax No.:** _____
Vendor and/or Service Provider Primary Contact: Justin Miller **Title:** Member
Primary Contact Email: JMiller@harrisbeach.com
Service to be Provided: Legal Services
Remit Name (If different from above): _____
Remit Address: 677 Broadway – Suite 1101 Albany, NY 12207

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **Contract Matters** the Vendor and/or Service Provider submitted proposals dated **May 14, 2024** (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 **September 16, 2025, the City reserves the right to extend the contract for up to three (3) one (1) year terms from expiration under the same terms and conditions as the extension is agreeable to both the City and the Contractor**. 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 hourly bid rates as follows: Hourly rate of Partners & Senior Counsel not to exceed $325 per hour, Associate Attorneys not to exceed hourly rate of $235 per hour, and Paralegals not to exceed hourly rate of $125 per hour**, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.

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

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

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

   To Vendor and/or Service Provider: HARRIS BEACH PLLC, 677 Broadway – Suite 1101, Albany, NY 12207

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

6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the

Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

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

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

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

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

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

   C. For **projects whose total value is between $500,000 and $1,000,000**:
      - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;

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

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

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

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

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 21, Saratoga Springs, NY 12866**, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis*** **prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contact as executed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: _____ **Date:** 9/16/24

Print Name: Justin S. Miller **Title:** Member, Horns Beach PLLC

City of Saratoga Springs' Signature: _____ **Date:** _____

Print Name: John Safford **Title:** Mayor **City Council Approval Date:** _____

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

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

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

Pertinent Non-Discrimination Authorities:

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

Vendor and/or Service Provider Signature: Justin S. Miller **Date:** 08/15/2024

Print Name: Justin S. Miller **Title:** Member

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

City Project Number:_____ **City Project Name:**_____ **Prevailing Wage Project No.:**_____
City Department:_____ **Department Contact Person:**_____ **City Ext.** _____
Company Name: Harris Beach PLLC
Company Address: 677 Broadway, Suite 1101 Albany, NY 12207
Company Telephone No.: (518) 427-9700 **Company Fax No.:** (585) 419-8801
Consultant Primary Contact for This Project: Barry R. Kozak **Title:** Chief Operating Officer

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

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

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

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

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 21, Saratoga Springs, NY 12866**, within two (2) days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis*** **prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City as an ***Additional Insured on a primary and non-contributory*** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be

included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

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

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

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

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

Consultant Signature: _____ **Date:** 5/10/24

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/16/2024

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (617) 482-3100 **FAX (A/C. No.):** (617) 542-2597
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Ins Co of the Midwest	37478
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	Hartford Casualty Insurance Co	29424
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Harris Beach PLLC
99 Garnsey Road
Pittsford NY 14534-4565 USA

COVERAGES **CERTIFICATE NUMBER:** 570107717550 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER:			10UUNDF2268 Commercial Package	08/03/2024	08/03/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			10 UEN DL7759 Business Auto	08/03/2024	08/03/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			10XHUDE9197 Umbrella SIR applies per policy terms & conditions	08/03/2024	08/03/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	

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

City of Saratoga Springs is included as Additional Insured, as their interests may appear as respects to General Liability and Automobile Liability.

Where Additional Insured status is granted and subject to the standard terms and conditions of the individual policies, coverage is Primary and Non-Contributory.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570107717550

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/15/2024

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (617) 482-3100 **FAX (A/C. No.):** (617) 542-2597
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	MSIG Specialty Insurance USA Inc.	34886
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Harris Beach PLLC
99 Garnsey Road
Pittsford NY 14534-4565 USA

COVERAGES **CERTIFICATE NUMBER:** 570107709670 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Lawyers Professional			MSTLPL00151	04/01/2024	04/01/2025	Limit	$10,000,000
							Aggregate	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Limits shown are as requested.
Evidence of Insurance
Errors & Omissions coverage is a Claims Made policy. There is no Additional Insured status on the Errors and Omissions coverage.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570107709670

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Harris Beach, PLLC **99 Garnsey Road** **Pittsford, NY 14534** Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	**(585) 419-8800** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 84-1623836
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier
City of Saratoga Springs **Department of Accounts** **474 Broadway Suite 14** **Saratoga Springs, NY 12866**	**Sentinel Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" **01WBAD5CAM** 3c. Policy effective period 8/3/2024 to 8/3/2025 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

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

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

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

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

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

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

Approved by: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F. Walsh Jr. 8/16/2024
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-3820

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

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

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

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

Request for Certification of Sufficient Funds

Submittal Date:

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

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

Budget Transfer for AOB completed on August 20, 2024, in the amount of $20,000.00

Appropriation – Current Budget Expense Org/Object/Proj(s): A3051414 Obj. 54720

Amount Requested for Approval: $ 20,000.00

Current Amount Available: $ 24,950.00 ✓

Transfer/Amendment Pending: $ -0-

Transfer/Amendment Date:_____

Department Head Signature — Date: 09/11/2024

Certification of Sufficient Funds

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

Commissioner of Finance — Approval Date: 9/12/24

CITY OF SARATOGA SPRINGS
BUDGET TRANSFER REQUEST
DEPARTMENT OF Accounts
FOR THE CITY COUNCIL MEETING 20-Aug-24

TRANSFER TO ORG/OBJ/PROJ	AMOUNT	TRANSFER FROM ORG/OBJ/PROJ	AMOUNT	APPROPRIATION (Revised Budget)	% OF LINE APPROPRIATION
A3051414 / 54720	$20,000.00	A3051414 / 54186	$20,000.00		
TOTALS	$20,000.00		$20,000.00		

Approved by Meghan O'Connor 08/15/2024

In accordance with section 4.4.12 of the City Charter and the City's transfer policy, transfer requests that exceed 10% of the amount of a budget line appropriation shall be accompanied by a written explanation. Please provide explanation on this form, or if necessary attach a separate sheet.

Explanation - Use additional sheets if necessary

Transfer to Award of Bid for Legal Services 2024-29 Harris Beach

Re: COSF Request - Accounts RPF 2024-29 AOB Legal Services

Stacy Connors <Stacy.Connors@saratoga-springs.org>

Fri 8/16/2024 12:53 PM

To:Heather Crocker <Heather.Crocker@saratoga-springs.org>
Cc:Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>;Christine Gillmett-Brown <Christine.Brown@saratoga-springs.org>;Donna Woods <Donna.Woods@saratoga-springs.org>;Stefanie Richards <Stefanie.Richards@saratoga-springs.org>

Deputy Crocker,

The Accounts Department does not intend to exceed $20,000.00.

Thank you,

Stacy Connors
Deputy Commissioner of Accounts
City of Saratoga Springs
Office: 518-587-3550 x 2543
Mobile: 518-764-7284

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

From: Heather Crocker <Heather.Crocker@saratoga-springs.org>
Sent: Friday, August 16, 2024 12:36 PM
To: Stacy Connors <Stacy.Connors@saratoga-springs.org>
Cc: Barbara Brindisi <Barbara.Brindisi@saratoga-springs.org>; Christine Gillmett-Brown <Christine.Brown@saratoga-springs.org>; Donna Woods <Donna.Woods@saratoga-springs.org>; Stefanie Richards <Stefanie.Richards@saratoga-springs.org>
Subject: Re: COSF Request - Accounts RPF 2024-29 AOB Legal Services

The Finance department cannot certify funds are available for an unknown obligation. The hourly rate is not a total obligation.

For additional reference, the recent contracts for delinquent taxes (legal and title) included not to exceed amounts and Finance completed budget transfers to match those amounts.

If for some reason they require additional resources, we will be required to do an addendum.

Heather Crocker
Deputy Commissioner of Finance
City of Saratoga Springs
518-587-3550, ext. 2571

On Aug 16, 2024, at 12:32 PM, Stacy Connors <stacy.connors@saratoga-springs.org> wrote:

AGENDA ITEM NO. 12.1

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Announcement

AGENDA SECTION: Finance Department

SUBJECT: City Tax Update

SUGGESTED ACTION:

ITEM ACTION: Announcement

ITEM NOTES:

ATTACHMENTS:

AGENDA ITEM NO. 12.2

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Finance Department

SUBJECT: Authorization to Pay an Invoice to ePlus Technology for Palo Alto in the amount of $64,087.58

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
Invoice - ePlus Technology, Palo Alto $64,087.58

INVOICE

Page: 1 of 2

We Thank You For Your Business.
A late payment charge of 1.5% per month, or the maximum allowed by law (if lesser) will apply to any amount not received by the due date. In the event seller must resort to collection, buyer will be responsible for all collections cost, including legal fees. If the "Bill To" party is different from "Ship To" party, the "Ship To" party is responsible for all payments and late charges if the "Bill To" party fails to make payment. Any communications concerning disputed debts, including any instrument tendered as full satisfaction of the disputed debt, are to be sent to Office of General Counsel, ePlus, 13595 Dulles Technology Drive, Herndon, VA 20171...Software Electronically Delivered

Sales Contact:
MARY COLLEY - mary.colley@eplus.com
Customer Support:
MARY COLLEY - mary.colley@eplus.com,
Accounts Receivable:
Comment: support-tech-invoicing@eplus.com
Returns: sreturns@eplus.com

Terms:	**NET 30**
Order:	**4993395**
Original Order:	
Original Invoice:	
Suffix:	
Ship:	**GR–GROUND**
Acc:	**SMP-COS003**

Invoice #:	**V2865509**
Date:	**07/09/2024**
Due Date:	**08/08/2024**
Client PO:	**SIGNED 23155073**
Transaction Currency:	**USD**

Ship To
City of Saratoga Springs
Michael Wangerin 2
CITY HALL/FINANCE DEPARTMENT
474 BROADWAY
SARATOGA SPRINGS
NY 12866
US

Bill To
City of Saratoga Springs
City Hall/Finance Department
474 Broadway
Saratoga Springs NY 12866
US
Michael Wangerin

Remittance To
EPLUS TECHNOLOGY, INC.
P.O. BOX 404398
ATLANTA, GA 30384-4398

Currency	**USD (Txn)**
Sub Total:	
Trd Disc:	
Shp&Hnd:	
Shp&Hnd Tax:	
TAX :	
Misc:	
Total:	

Quantity Ord	Inv	BO	Inv Line #	CL #	Manufacturer Part#	MFG Name	Description	Serial #	Asset #	Unit Price	Ext. Amount	TAX
2	2	0	1		PAN-PA-1410	PALO ALTO	PALO ALTO NETWORKS PA-1410 (INCLUDES RM KIT - PAN-1 **CLASSIFICATION: NETWORK: WEB: FIREWALL**	026701022261 026701022523		3,383.14	6,766.28	0.00
1	1	0	2		PAN-SFP-PLUS-CU-5M	PALO ALTO	SFP+ 10GIGE PASSIVE CABLE ASSEMBLY (PA-5060, PA-505 **CLASSIFICATION: CABLES: OTHERS**			152.48	152.48	0.00
2	2	0	3		PAN-PWR-450W-AC	PALO ALTO	PA-3400 450W SPARE POWER SUPPLY **CLASSIFICATION: POWER SUPPLIES**			534.80	1,069.60	0.00
2	2	0	4		PAN-PA-1410-GP-5YR	PALO ALTO	PA-1410, GLOBALPROTECT SUBSCRIPTION, 5 YEARS (60 MO **CLASSIFICATION: SOFTWARE MAINTENANCE & SUPPORT**			3,568.57	7,137.14	0.00
2	2	0	5		PAN-PA-1410-BND-CORESEC-5YR	PALO ALTO	PA-1410, CORE SECURITY SUBSCRIPTION BUNDLE (ADVANCE **CLASSIFICATION: SOFTWARE MAINTENANCE & SUPPORT**			15,118.19	30,236.38	0.00

INVOICE

Page: 2 of 2

We Thank You For Your Business.
A late payment charge of 1.5% per month, or the maximum allowed by law (if lesser) will apply to any amount not received by the due date. In the event seller must resort to collection, buyer will be responsible for all collections cost, including legal fees. If the "Bill To" party is different from "Ship To" party, the "Ship To" party is responsible for all payments and late charges if the "Bill To" party fails to make payment. Any communications concerning disputed debts, including any instrument tendered as full satisfaction of the disputed debt, are to be sent to Office of General Counsel, ePlus, 13595 Dulles Technology Drive, Herndon, VA 20171...Software Electronically Delivered

Sales Contact:
MARY COLLEY - mary.colley@eplus.com
Customer Support:
MARY COLLEY - mary.colley@eplus.com,
Accounts Receivable:
Comment: support-tech-invoicing@eplus.com
Returns: sreturns@eplus.com

Terms:	**NET 30**
Order:	**4993395**
Original Order:	
Original Invoice:	
Suffix:	
Ship:	**GR–GROUND**
Acc:	**SMP-COS003**

Invoice #:	**V2865509**
Date:	**07/09/2024**
Due Date:	**08/08/2024**
Client PO:	**SIGNED 23155073**
Transaction Currency:	**USD**

Ship To
City of Saratoga Springs
Michael Wangerin 2
CITY HALL/FINANCE DEPARTMENT
474 BROADWAY
SARATOGA SPRINGS
NY 12866
US

Bill To
City of Saratoga Springs
City Hall/Finance Department
474 Broadway
Saratoga Springs NY 12866
US
Michael Wangerin

Remittance To
EPLUS TECHNOLOGY, INC.
P.O. BOX 404398
ATLANTA, GA 30384-4398

Currency	**USD (Txn)**
Sub Total:	64,087.58
Trd Disc:	0.00
Shp&Hnd:	0.00
Shp&Hnd Tax:	0.00
TAX :	0.00
Misc:	0.00
Total:	64,087.58

Quantity Ord	Inv	BO	Inv Line #	CL #	Manufacturer Part#	MFG Name	Description	Serial #	Asset #	Unit Price	Ext. Amount	TAX
2	2	0	6		PAN-SVC-PREMUSG-1410-5YR	PALO ALTO	PA-1410, FOR US GOVERNMENT ACCOUNTS ONLY, PREMIUM S **CLASSIFICATION: SOFTWARE MAINTENANCE & SUPPORT**			4,883.82	9,767.64	0.00
1	1	0	7		PAN-PRA-25	PALO ALTO	PANORAMA CENTRAL MANAGEMENT SOFTWARE, 25 DEVICES **CLASSIFICATION: SW: FIREWALL/VPN (LICENSE)**			3,439.33	3,439.33	0.00
1	1	0	8		PAN-SVC-PREMUSG-PRA-25-5YR	PALO ALTO	FOR US GOVERNMENT ACCOUNTS ONLY PREMIUM SUPPORT 5 Y **CLASSIFICATION: HARDWARE MAINTENANCE & SUPPORT**			5,518.73	5,518.73	0.00

AGENDA ITEM NO. 12.3

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	September 30, 2024
SUBMITTED BY:	Samantha Clemmey, Finance
ITEM TYPE:	Discussion and Vote
AGENDA SECTION:	Finance Department
SUBJECT:	Authorization to Pay Two Invoices to Carousel Industries for the Avaya Phone Upgrade in the amount of $216,793.33
SUGGESTED ACTION:	
ITEM ACTION:	Discussion and Vote
ITEM NOTES:	

ATTACHMENTS:
Voucher - Carousel Industries Calero Call Accounting Initial Payment $7,090.88 (09.12.2024).pdf
Voucher - Carousel Industries UC Avaya CM10 Upgrade Initial Payment $209,702.45 (09.12.2024).pdf

CITY OF SARATOGA SPRINGS - VOUCHER
474 BROADWAY SARATOGA SPRINGS, NY 12866

2024

DEPT/LOC 2000 **DEPARTMENT** Finance / IT

VENDOR # 5555 **VENDOR NAME** CAROUSEL INDUSTRIES

REMIT ADDRESS PO BOX 848444, Los Angeles, CA 90084-8444

PO# **FINAL** **PARTIAL**

INVOICE # and/or ACCOUNT #	ORG	OBJECT	PROJECT	$ AMOUNT
Invoice #IR-6755 Date: 07/31/2024 Calero Call Accounting *Per Quote Q113780* CCA 07/02/2024 Due: 08/30/2024 **RECEIVED BY: SFC 09/09/2024**	H3021692	52000	1293	$ 7,090.88
			TOTAL	$ 7,090.88

By uploading this voucher for payment into the designated electronic folder, I as an approved authorized signor for my department certify the articles or services were necessary and for sole use of the City; have been received in good condition or properly performed.

The Commissioner of Accounts audits and certifies this purchase is in conformity with appropriate standards and proceedures by affixing his/her signature to the warrant report approved by City Council in accordance with the City Purchasing Policy.

The Commissioner of Finance certifies this claim is approved from the appropriation indicated above by affixing his/her signature on the check issued as payment for this claim in accordance with the City Purchasing Policy.

Request for Certification of Sufficient Funds

Submittal Date: 09/09/2024

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

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

Capital Project – IT Phone System (Calero Call Accounting)

Carousel Industries
659 South County Trail, Exeter, RI 02822

Appropriation – Current Budget Expense Org/Object/Proj(s): H3021692-52000-1293

Amount Requested for Approval: **$7,090.88** ✓

Current Amount Available: **$294,809.11** ✓

Transfer/Amendment Pending: **$N/A**

Transfer/Amendment Date: _____

Heather Crowley — 9/9/24

Department Head Signature — **Date**

Certification of Sufficient Funds

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

[signature] — 9/9/24

Commissioner of Finance — **Approval Date**

nwn carousel

Carousel Industries of North America LLC
659 South County Trail
Exeter, RI 02822

Deposit Invoice

Ship To:

Attn: Michael Wangerin
City of Saratoga Springs, NY - HQ
474 Broadway
Saratoga Spgs NY 12866-2244

REMIT TO:
Carousel Industries of North America, LLC
PO Box 848444
Los Angeles, CA
90084-8444

Note New Remit to



Q113780 Revised

#IR-6755
Date: 7/31/2024
Opp: OP-58022

Bill To:

City of Saratoga Springs, NY - HQ
474 Broadway Ste 1
Saratoga Spgs NY 12866-2216
United States

TOTAL

$7,090.88

Due Date: 8/30/2024

Due Date	Terms	PO #	Sales Rep	Payment Schedule
8/30/2024	Net 30	NYS ADDENDUM	Doucette, Lucy A	100% HW/SW/Support Due Net Terms From Signed Contract

QTY	Item	Price	Amount	Gross Amt
1	**MISC ITEM** OP-58022/Q-113780 City of Saratoga Springs - Calero Call Accounting Calero - $2,602.70 NWN-C Professional Services - $4,488.18	$7,090.88	$7,090.88	$7,090.88

Subtotal	$7,090.88
Total	$7,090.88

H3021692-52000-1293

Terms and Conditions:
All new products are guaranteed to be as specified by the manufacturer's documentation and are provided with the manufacturer's standard product warranty. All refurbished components are covered by a Carousel direct warranty. Customer is responsible for any electrical service, environmental conditions and cable work needed to support the quoted Products unless otherwise specified on the Quote. Any changes to the above Products and/or Scope of Work will require the written authorization of both Carousel and the Customer.

A deposit is due upon execution of this quote as noted in the Payment Schedule. Labor will be invoiced upon project completion unless otherwise noted in the Payment Schedule. For multi-site installations, individual sites will be invoiced as completed, due as noted in the Payment Terms.

The quote does not include sales tax and as applicable, will be added to the final invoice. If shipping charges apply and the amount is known when quoting, those charges will be included as a separate line item on the quote, otherwise will be added to the final invoice.

All work is done subject to the terms and conditions of Carousel's Master Agreement (available at http://www.carouselindustries.com/company/master-agreement) unless Carousel and the Customer have previously agreed to otherwise in writing. All returns are done in accordance with Carousel's Return Policy which is also available at http://www.carouselindustries.com/company/master-agreement.

**On May 7, 2021, a parent company of NWN Corporation acquired Carousel Industries of North America, LLC. Following the acquisition, Carousel Industries of North America, LLC and NWN Corporation will continue to exist as distinct legal entities. The collective companies are operating under the brand, 'NWN Carousel' and for clarity, such brand name is not a legal entity.

If you have any questions regarding this invoice, please e-mail collections@nwncarousel.com or call 1-800-401-0760
Canadian Business # 821538014, GST # 821538014RT0001, QST # 1215963035, TIN 061502254, Equal Opportunity Employer

nwn carousel

Carousel Industries of
North America LLC
659 South County Trail
Exeter, RI 02822

Deposit Invoice

Ship To:

Attn: Michael Wangerin
City of Saratoga Springs, NY - HQ
474 Broadway
Saratoga Spgs NY 12866-2244

REMIT TO:
Carousel Industries of
North America, LLC
PO Box 848444
Los Angeles, CA
90084-8444

Note New Remit to

#IR-6755
Date: 7/31/2024
Opp: OP-58022

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

CITY OF SARATOGA SPRINGS - VOUCHER
474 BROADWAY SARATOGA SPRINGS, NY 12866

2024

DEPT/LOC 2000 **DEPARTMENT** Finance / IT

VENDOR # 5555 **VENDOR NAME** CAROUSEL INDUSTRIES

REMIT ADDRESS PO BOX 848444, Los Angeles, CA 90084-8444

PO# **FINAL** **PARTIAL**

INVOICE # and/or ACCOUNT #	ORG	OBJECT	PROJECT	$ AMOUNT
Invoice #IR-6577 Date: 07/15/2024 UC Avaya CM10 Upgrade *Per Quote Q151227* CCA 07/02/2024 CCA 08/06/2024 Addendum #1 Due: 08/14/2024 **RECEIVED BY: SFC 09/09/2024**	H3021692	52000	1293	$ 209,702.45
			TOTAL	$ 209,702.45

By uploading this voucher for payment into the designated electronic folder, I as an approved authorized signor for my department certify the articles or services were necessary and for sole use of the City; have been received in good condition or properly performed.

The Commissioner of Accounts audits and certifies this purchase is in conformity with appropriate standards and proceedures by affixing his/her signature to the warrant report approved by City Council in accordance with the City Purchasing Policy.

The Commissioner of Finance certifies this claim is approved from the appropriation indicated above by affixing his/her signature on the check issued as payment for this claim in accordance with the City Purchasing Policy.

Request for Certification of Sufficient Funds

Submittal Date: 09/09/2024

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

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

Capital Project – IT Phone System (UC Avaya CM10 Upgrade)

Carousel Industries
659 South County Trail, Exeter, RI 02822

Appropriation – Current Budget Expense Org/Object/Proj(s): H3021692-52000-1293

Amount Requested for Approval: **$209,702.45** ✓

Current Amount Available: **$294,809.11** ✓

Transfer/Amendment Pending: **$N/A**

Transfer/Amendment Date: _____

Heather Gorlee 9/9/24

Department Head Signature **Date**

Certification of Sufficient Funds

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

9/9/24

Commissioner of Finance **Approval Date**

nwn carousel

Carousel Industries of North America LLC
659 South County Trail
Exeter, RI 02822

Deposit Invoice

Ship To:

City of Saratoga Springs, NY - HQ
474 Broadway
Saratoga Spgs NY 12866-2244

REMIT TO:
Carousel Industries of North America, LLC
PO Box 848444
Los Angeles, CA
90084-8444

Note New Remit to

RECEIVED
City of Saratoga Springs
SEP X 9 2024
COMMISSIONER OF FINANCE

#IR-6577
Date: 7/15/2024
Opp: OP-34861

Bill To:

City of Saratoga Springs, NY - HQ
474 Broadway Ste 1
Saratoga Spgs NY 12866-2216
United States

TOTAL

$209,702.45

Due Date: 8/14/2024

Due Date	Terms	PO #	Sales Rep	Payment Schedule
8/14/2024	Net 30	NYS CONTRACT PM70063 ADDENDUM	Doucette, Lucy A	100% HW/SW/Support Due Net Terms From Signed Contract

QTY	Item	Price	Amount	Gross Amt
1	**MISC ITEM** OP-34861/Q-151227 638147 - Saratoga Springs - UC Avaya CM10 Upgrade One-Time Charge Total	$209,702.45	$209,702.45	$209,702.45
			Subtotal	$209,702.45
			Total	$209,702.45

H3021892-52000-1293

Terms and Conditions:
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Canadian Business # 821538014, GST # 821538014RT0001, QST # 1215963035, TIN 061502254, Equal Opportunity Employer

nwn carousel

Carousel Industries of
North America LLC
659 South County Trail
Exeter, RI 02822

Deposit Invoice

Ship To:

City of Saratoga Springs, NY - HQ
474 Broadway
Saratoga Spgs NY 12866-2244

REMIT TO:
Carousel Industries of
North America, LLC
PO Box 848444
Los Angeles, CA
90084-8444

Note New Remit to

#IR-6577
Date: 7/15/2024
Opp: OP-34861

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

**On May 7, 2021, a parent company of NWN Corporation acquired Carousel Industries of North America, LLC. Following the acquisition, Carousel Industries of North America, LLC and NWN Corporation will continue to exist as distinct legal entities. The collective companies are operating under the brand, 'NWN Carousel' and for clarity, such brand name is not a legal entity.

If you have any questions regarding this invoice, please e-mail collections@nwncarousel.com or call 1-800-401-0760
Canadian Business # 821538014, GST # 821538014RT0001, QST # 1215963035, TIN 061502254, Equal Opportunity Employer

AGENDA ITEM NO. 12.4

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Finance Department

SUBJECT: Resolution to Replenish the Retirement Reserve

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
2024 Resolution to Replenish Retirement Reserve 100124

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

TO REPLENISH THE RETIREMENT RESERVE
ESTABLISHED ON May 18, 2005

Be it resolved, by the City Council of the City of Saratoga Springs NY, as follows:

On May 18, 2005 the City Council adopted a resolution to establish the Retirement Reserve of the City of Saratoga Springs pursuant to General Municipal Law section 6-r to make expenditures for retirement system obligations.

This Reserve has proven to be a critical element of the City's budget process and financial well-being. The City's best interests are served by having sufficient funds in this reserve to cover budget needs. As of 09/30/2024, the uncommitted balance in this reserve is $255,825.94.

I recommend that $500,000 from the general fund unassigned fund balance be added to the Retirement Reserve Fund.

AYES: _____

NAYS: _____

Dated: October 1, 2024

AGENDA ITEM NO. 12.5

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Finance Department

SUBJECT: Resolution to Replenish the Reserve for the Payment of Bonded Indebtedness

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
2024 Resolution to Replenish the Reserve for the Payment of Bonded Indebtedness 100124.pdf

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

TO REPLENISH THE RESERVE FOR THE PAYMENT OF BONDED INDEBTEDNESS ESTABLISHED ON OCTOBER 15, 2013

Be it resolved, by the City Council of the City of Saratoga Springs NY, as follows:

On October 15, 2013 the City Council adopted a resolution to establish the Reserve Fund for the Payment of Bonded indebtedness of the City of Saratoga Springs pursuant to New York State General Municipal Law § 6-h to make expenditures for principal and interest bond payments.

This Reserve has proven to be a critical element of the City's budget process and financial well-being. The City's best interests are served by having sufficient funds in this reserve to cover budget needs. As of 09/30/2024, the uncommitted balance in this reserve is $226,510.58

I recommend that $500,000 from the general fund unassigned fund balance be added to the Reserve for the Payment of Bonded Indebtedness.

AYES: _____

NAYS: _____

Dated: October 1, 2024

AGENDA ITEM NO. 12.6

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Finance Department

SUBJECT: Budget Transfers - Payroll & Benefits

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
Budget Transfers - Payroll & Benefits, Finance Agenda 10.01.2024

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ / ACCOUNT	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION / EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND
2024 10	5	10/01/2024	100124	TRFINPAYRO	BUA TRFINPAYRO	1	1
1	A3011214 54120	MAYOR CONTRACTED SERVICES	POSTAGE	376.70	79.57	456.27	
	A -30-1-1210-4-54120 -		COVER POSTAGE MACHINE 10/01/2024				
2	A3618681 58030	PLANNING AND ECON DEVELOP PS	CITY PORTION SOCIAL SECURITY	38,529.00	-79.57	38,449.43	
	A -36-1-8687-1-58030 -		COVER POSTAGE MACHINE 10/01/2024				
3	A3567141 51960 3000	RECREATION EXPENSES PS	OVERTIME	29,764.40	4,014.55	33,778.95	
	A -35-6-7140-1-51960 -3000		SPLIT 50/50 WITH REC WATERFRON 10/01/2024				
4	A3567241 51900 3000	WATERFRONT PERSONAL SERVICE	LABORER	24,635.00	-10,692.99	13,942.01	
	A -35-6-7240-1-51900 -3000		SPLIT 50/50 WITH REC WATERFRON 10/01/2024				
5	A3567171 51900 3000	INDOOR RECREATION FACILITY PS	LABORER	107,671.00	6,678.44	114,349.44	
	A -35-6-7171-1-51900 -3000		NEEDED TO COVER EXPENSES 10/01/2024				
6	A3335011 51960	STREETS PS	OVERTIME	73,845.56	10,197.41	84,042.97	
	A -33-3-5010-1-51960 -		NEEDED TO COVER EXPENSES 10/01/2024				
7	A3031641 51900	ARTS CENTER PS	ARTS CENTER LABORER	25,823.06	-10,197.41	15,625.65	
	A -30-3-1622-1-51900 -		NEEDED TO COVER EXPENSES 10/01/2024				
8	A3335184 54750	STREET LIGHTING CS	STREET LIGHTING	454,083.11	47,918.00	502,001.11	
	A -33-3-5182-4-54750 -		NEEDED TO COVER EXPENSES 10/01/2024				
9	A3335011 51900	STREETS PS	LABORER	1,472,410.45	-47,918.00	1,424,492.45	
	A -33-3-5010-1-51900 -		NEEDED TO COVER EXPENSES 10/01/2024				
10	A3537114 54140	PARK & CASINO CS	JANITORIAL SUPPLIES	5,937.00	974.00	6,911.00	
	A -35-3-7110-4-54140 -		NEEDED TO COVER EXPENSES 10/01/2024				
11	A3031491 51351	COMM PUBLIC WORKS PS	PURCHASING COORDINATOR	25,943.00	-6,978.00	18,965.00	
	A -30-3-1490-1-51351 -		NEEDED TO COVER EXPENSES 10/01/2024				
12	A3537114 54180	PARK & CASINO CS	OTHER SUPPLIES	21,953.00	1,420.00	23,373.00	
	A -35-3-7110-4-54180 -		NEEDED TO COVER EXPENSES 10/01/2024				
13	A3031654 54180	CITY GARAGE CS	OTHER SUPPLIES	17,079.00	2,113.00	19,192.00	
	A -30-3-1623-4-54180 -		NEEDED TO COVER EXPENSES 10/01/2024				
14	A3567194 54720 3000	ICE RINKS CS	SERVICE CONTRACTS - PROF SERV	33,446.19	641.00	34,087.19	
	A -35-6-7181-4-54720 -3000		NEEDED TO COVER EXPENSES 10/01/2024				
15	A3567144 54610 3000	RECREATION EXPENSES CS	REPAIRS & MAINTENANCE BUILDING	6,499.00	269.00	6,768.00	
	A -35-6-7140-4-54610 -3000		NEEDED TO COVER EXPENSES 10/01/2024				

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION	ACCOUNT / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2024 10	5	10/01/2024	100124	TRFINPAYRO	BUA	TRFINPAYRO	1	1
16	A3335014 54180	STREETS CS	OTHER SUPPLIES		122,312.21	1,561.00	123,873.21
	A -33-3-5010-4-54180 -		NEEDED TO COVER EXPENSES	10/01/2024			
17	F3638324 54811	LAKE & RESERVOIR CS	PROPERTY TAXES		16,000.00	9,807.71	25,807.71
	F -36-3-8320-4-54811 -		NEW PROPERTY TAX EXPENSE	10/01/2024			
18	F3638311 51351	WATER ADMINIATRATION PS	PURCHASING COORDINATOR		15,222.00	-9,807.71	5,414.29
	F -36-3-8310-1-51351 -		NEW PROPERTY TAX EXPENSE	10/01/2024			
19	A3021691 51677	DATA PROCESING PS	NETWORK ADMINISTRATOR		.00	38,224.63	38,224.63
	A -30-2-1681-1-51677 -		NEWLY CREATED POSITION	10/01/2024			
20	A3021691 51672	DATA PROCESING PS	INFORMATION SECURITY ANALYST		70,938.00	-38,224.63	32,713.37
	A -30-2-1681-1-51672 -		NEWLY CREATED POSITION	10/01/2024			
21	A3567142 52200	RECREATION EXPENSES EQ & CAP	OFFICE EQUIPMENT		1,000.00	8,135.00	9,135.00
	A -35-6-7140-2-52200 -		NEW COPIER	10/01/2024			
22	A3567141 51456	RECREATION EXPENSES PS	PROGRAM COORDINATOR		104,414.00	-8,135.00	96,279.00
	A -35-6-7140-1-51456 -		NEW COPIER	10/01/2024			
			** JOURNAL TOTAL			0.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: u257

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2024 10 5					
BUA A3011214-54120	POSTAGE	5		79.57	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	COVER POSTAGE MACHINE				
BUA A3618681-58030	CITY PORTION SOCIAL SECURITY	5			79.57
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	COVER POSTAGE MACHINE				
BUA A3567141-51960-3000	OVERTIME	5		4,014.55	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	SPLIT 50/50 WITH REC WATERFRON				
BUA A3567241-51900-3000	LABORER	5			10,692.99
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	SPLIT 50/50 WITH REC WATERFRON				
BUA A3567171-51900-3000	LABORER	5		6,678.44	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEEDED TO COVER EXPENSES				
BUA A3335011-51960	OVERTIME	5		10,197.41	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEEDED TO COVER EXPENSES				
BUA A3031641-51900	ARTS CENTER LABORER	5			10,197.41
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEEDED TO COVER EXPENSES				
BUA A3335184-54750	STREET LIGHTING	5		47,918.00	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEEDED TO COVER EXPENSES				
BUA A3335011-51900	LABORER	5			47,918.00
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEEDED TO COVER EXPENSES				
BUA A3537114-54140	JANITORIAL SUPPLIES	5		974.00	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEEDED TO COVER EXPENSES				
BUA A3031491-51351	PURCHASING COORDINATOR	5			6,978.00
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEEDED TO COVER EXPENSES				
BUA A3537114-54180	OTHER SUPPLIES	5		1,420.00	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEEDED TO COVER EXPENSES				
BUA A3031654-54180	OTHER SUPPLIES	5		2,113.00	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEEDED TO COVER EXPENSES				
BUA A3567194-54720-3000	SERVICE CONTRACTS - PROF SERV	5		641.00	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEEDED TO COVER EXPENSES				
BUA A3567144-54610-3000	REPAIRS & MAINTENANCE BUILDING	5		269.00	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEEDED TO COVER EXPENSES				
BUA A3335014-54180	OTHER SUPPLIES	5		1,561.00	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEEDED TO COVER EXPENSES				
BUA F3638324-54811	PROPERTY TAXES	5		9,807.71	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEW PROPERTY TAX EXPENSE				
BUA F3638311-51351	PURCHASING COORDINATOR	5			9,807.71
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEW PROPERTY TAX EXPENSE				
BUA A3021691-51677	NETWORK ADMINISTRATOR	5		38,224.63	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEWLY CREATED POSITION				
BUA A3021691-51672	INFORMATION SECURITY ANALYST	5			38,224.63
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEWLY CREATED POSITION				
BUA A3567142-52200	OFFICE EQUIPMENT	5		8,135.00	
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEW COPIER				
BUA A3567141-51456	PROGRAM COORDINATOR	5			8,135.00
10/01/2024 TRFINPAYRO 100124 TRFINPAYRO	NEW COPIER				
	JOURNAL 2024/10/5 TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

** END OF REPORT - Generated by Donna Woods **

AGENDA ITEM NO. 12.7

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Finance Department

SUBJECT: Budget Transfer - WASAD

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
Budget Transfer - WASAD, Finance Agenda 10.01.2024

CITY OF SARATOGA SPRINGS

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED	
	ACCOUNT			LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND	
2024 10	8	10/01/2024	100124	TRFINWASAD	BUA	TRFINWASAD	1	1	
1	Q012	40512		PROPERTY TAX		USE OF ASSIGNED FUND BALANCE	.00	-4,691.69	-4,691.69
	Q -01-2-0000-0-40512 -					CORRECT TAX COLLECTION	10/01/2024		
2	Q012	41003		PROPERTY TAX		SPECIAL ASSESSMENT TAX	-51,003.00	4,691.69	-46,311.31
	Q -01-2-0000-0-41003 -					CORRECT TAX COLLECTION	10/01/2024		
						** JOURNAL TOTAL		0.00	

CITY OF SARATOGA SPRINGS

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: u257

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2024 10 8									
BUA Q012-40512					USE OF ASSIGNED FUND BALANCE	5			4,691.69
10/01/2024	TRFINWASAD	100124	TRFINWASAD		CORRECT TAX COLLECTION				
BUA Q012-41003					SPECIAL ASSESSMENT TAX	5		4,691.69	
10/01/2024	TRFINWASAD	100124	TRFINWASAD		CORRECT TAX COLLECTION				
					JOURNAL 2024/10/8 TOTAL			.00	.00

CITY OF SARATOGA SPRINGS

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

** END OF REPORT - Generated by Donna Woods **

AGENDA ITEM NO. 12.8

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Samantha Clemmey, Finance

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Finance Department

SUBJECT: Budget Amendments - Payroll & Benefits

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
Budget Amendment - Payroll & Benefits, Finance Agenda 10.01.2024

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT			LINE DESCRIPTION	EFF DATE				
1	A113	43501		DPW STATE AID	STATE AID CHIPS PROGRAM	-585,306.00	-339.96	-585,645.96	
	A -11-3-0000-0-43501 -				CHIPS LABOR 10/01/2024				
2	A3335131	51900		CHIPS PS	LABORER	153,015.00	308.13	153,323.13	
	A -33-3-5112-1-51900 -				CHIPS LABOR 10/01/2024				
3	A3335131	58030		CHIPS PS	CITY PORTION SOCIAL SECURITY	12,176.00	31.83	12,207.83	
	A -33-3-5112-1-58030 -				CHIPS LABOR 10/01/2024				
4	A103	42726		MISCELLANEOUS LOCAL SOURCES	REIMBURSEMENT LABOR EXPENSE	.00	-4,426.31	-4,426.31	
	A -10-3-0000-0-42726 -				TRANSFER FOR OT WORK 10/01/2024				
5	A3031621	51960		CITY HALL PS	OVERTIME	6,528.11	1,946.12	8,474.23	
	A -30-3-1620-1-51960 -				TRANSFER FOR OT WORK 10/01/2024				
6	A3537111	51960		PARK & CASINO PS	OVERTIME	14,495.00	2,480.19	16,975.19	
	A -35-3-7110-1-51960 -				TRANSFER FOR OT WORK 10/01/2024				
7	A053	42230		DPW INTERGOVERNMENTAL CHARGES	GAS REIMBURSEMENT	.00	-2,508.80	-2,508.80	
	A -05-3-0000-0-42230 -				TRANSFER FOR OT WORK 10/01/2024				
8	A3567171	51960	3000	INDOOR RECREATION FACILITY PS	OVERTIME	2,735.60	2,508.80	5,244.40	
	A -35-6-7171-1-51960 -3000				TRANSFER FOR OT WORK 10/01/2024				
					** JOURNAL TOTAL		0.00		

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

2024 10 6 10/01/2024 100124 AMFIN BUA AMFIN 1 2

CITY OF SARATOGA SPRINGS

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: u257

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2024 10 6									
BUA A113-43501					STATE AID CHIPS PROGRAM	5			339.96
10/01/2024	AMFIN	100124	AMFIN		CHIPS LABOR				
BUA A3335131-51900					LABORER	5		308.13	
10/01/2024	AMFIN	100124	AMFIN		CHIPS LABOR				
BUA A3335131-58030					CITY PORTION SOCIAL SECURITY	5		31.83	
10/01/2024	AMFIN	100124	AMFIN		CHIPS LABOR				
BUA A103-42726					REIMBURSEMENT LABOR EXPENSE	5			4,426.31
10/01/2024	AMFIN	100124	AMFIN		TRANSFER FOR OT WORK				
BUA A3031621-51960					OVERTIME	5		1,946.12	
10/01/2024	AMFIN	100124	AMFIN		TRANSFER FOR OT WORK				
BUA A3537111-51960					OVERTIME	5		2,480.19	
10/01/2024	AMFIN	100124	AMFIN		TRANSFER FOR OT WORK				
BUA A053-42230					GAS REIMBURSEMENT	5			2,508.80
10/01/2024	AMFIN	100124	AMFIN		TRANSFER FOR OT WORK				
BUA A3567171-51960-3000					OVERTIME	5		2,508.80	
10/01/2024	AMFIN	100124	AMFIN		TRANSFER FOR OT WORK				
								.00	.00
BUA A-2960					APPROPRIATIONS				7,275.07
10/01/2024	AMFIN	100124	AMFIN						
BUA A-1510					ESTIMATED REVENUES			7,275.07	
10/01/2024	AMFIN	100124	AMFIN						
					SYSTEM GENERATED ENTRIES TOTAL			7,275.07	7,275.07
					JOURNAL 2024/10/6 TOTAL			7,275.07	7,275.07

CITY OF SARATOGA SPRINGS

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A GENERAL FUND	2024	10	6	10/01/2024			
A-1510					ESTIMATED REVENUES	7,275.07	
A-2960					APPROPRIATIONS		7,275.07
					FUND TOTAL	7,275.07	7,275.07

** END OF REPORT - Generated by Donna Woods **

AGENDA ITEM NO. 13.1

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Public Works

ITEM TYPE: Announcement

AGENDA SECTION: Public Works Department

SUBJECT: In Memoriam: Remembering DPW Commissioner Tom McTygue

SUGGESTED ACTION:

ITEM ACTION: Announcement

ITEM NOTES:

ATTACHMENTS:

AGENDA ITEM NO. 13.2

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Public Works

ITEM TYPE: Announcement

AGENDA SECTION: Public Works Department

SUBJECT: Lead Service Line Inventory

SUGGESTED ACTION:

ITEM ACTION: Announcement

ITEM NOTES:

ATTACHMENTS:

AGENDA ITEM NO. 13.3

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Public Works

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Public Works Department

SUBJECT: Authorization for Mayor to Sign Sidewalk Agreement for 70 Putnam Street

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
70 Putnam St. Side Walk Agreement (1).pdf

City of Saratoga Springs
DEPARTMENT OF PUBLIC WORKS
474 Broadway Suite 12
Saratoga Springs, New York 12866
City Hall 518-587-3550 ext. 2623
Public Works Garage 518-584-3356

JASON GOLUB
COMMISSIONER
JOSEPH J. O'NEILL, III
DEPUTY COMMISSIONER

Sidewalk Installation
AGREEMENT

THIS AGREEMENT made on September 4, 2024 by Sean Lynch of 70 Putnam Street, Saratoga Springs, hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, New York, a municipality having its principal place of business at City Hall, 474 Broadway, Saratoga Springs New York, hereinafter called "The City".

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: Install **60 Sq Ft** of concrete at $15 per Sq Ft for walkway at 70 Putnam Street, Saratoga Springs, NY 12866.

   The work will include the following as needed: Labor, concrete, base preparation, short load fees.

2. The Property Owner shall compensate The City as follows: **$1,225.00** lump sum payment payable to the **Commissioner of Finance**. Full payment shall be made to The City prior to commencement of the project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees) arising out of or resulting from the performance of the work, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of The City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and safe for the passage of the general public, including repairs.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this _____ day of _____, 2024

CITY OF SARATOGA SPRINGS, NEW YORK

By: _____
John Safford
Mayor

and _____
Sean Lynch
Property Owner

City Council Approval: _____, 2024

AGENDA ITEM NO. 13.4

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Barbara Brindisi, Public Works

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Public Works Department

SUBJECT: Approval to Pay Invoice #NY17702266 to Energy Management Associates in the Amount of $4,095.88

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
EMA of NY_Medium & Low Voltage Drives_InvNY17702266_4095.88 20240927.pdf

MEDIUM & LOW VOLTAGE DRIVES

EMA of NY, Inc.
839 NYS Route 13
Cortland, NY 13045
United States
(607) 756-0424
FEDERAL ID# 58-2280281

Please Remit Payment to:
EMA of NY, Inc.
5220 Langford Park Drive
Suite A
Norcross, GA 30071

BILL TO
City of Saratoga Springs
474 Broadway #Suite 12
Saratoga Springs, NY 12866 USA

INVOICE	INVOICE DATE
NY17702266	5/29/2024

JOB ADDRESS
Saratoga Springs WTP
111 Excelsior Avenue
Saratoga Springs, NY 12866 USA

Completed Date 5/29/2024
Customer PO # need PO
Payment Term Net 30
Due Date 6/28/2024

DESCRIPTION OF WORK

Troubleshoot 2 different drives that wont start

MATERIAL	DESCRIPTION	QUANTITY	PRICE	TOTAL
PFL	PREMIUM HOURLY RATE PER RATE SHEET	8.00	$470.00	$3,760.00
Mileage	MILES DRIVEN	350.00	$0.82	$287.00
MEALS	MEALS EXPENSES	1.00	$48.88	$48.88

SUB-TOTAL	$4,095.88
TAX	$0.00
TOTAL DUE	$4,095.88
PAYMENT	$0.00
BALANCE DUE	**$4,095.88**

Thank you for choosing EMA of NY, Inc.

***EMA does not provide EPD's (early payment discounts). 100% of invoiced amount due within Net 30 Days. ***

AGENDA ITEM NO. 13.5

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Joanne Kiernan, Public Works

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Public Works Department

SUBJECT: The Mayor to Sign a MOU with the NYS Unified Court System Fourth Judicial District

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
MOU City Hall Music Hall_7.3.24.pdf

STATE OF NEW YORK
UNIFIED COURT SYSTEM
FOURTH JUDICIAL DISTRICT
101 STATE FARM PLACE, SUITE 100
MALTA, NEW YORK 12020
(518) 285-5099
FAX # (518) 453-8988

HON. JOSEPH A. ZAYAS
Chief Administrative Judge

HON. JAMES P. MURPHY
Deputy Chief Administrative Judge
Courts Outside New York City

HON. KRIS K. SINGH
District Administrative Judge
Fourth Judicial District

JOANNE M. MANN
District Executive

Memorandum of Understanding

between the

New York State Unified Court System Fourth Judicial District

and the

City of Saratoga Springs, New York

THIS Memorandum of Understanding ("MOU") is made by and between the New York State Unified Court System Fourth Judicial District ("4JD") and the City of Saratoga Springs, New York ("City") (each a "Party," and collectively, the "Parties").

WHEREAS:

1. The Parties have long engaged in a partnership in which the Saratoga Springs City Court occupies space in Saratoga Springs City Hall located at 474 Broadway, Saratoga Springs, New York 12866.

2. City Hall suffered extensive damage from a fire in August 2018. Working as partners, the Parties promptly moved City Court operations to the 4JD Office in the Lincoln Bath Building on South Broadway.

3. For the period of October 1, 2018 to August 31, 2020 the total charges for the use of 4JD space was $256,276.01. The City paid $166,722.23 but indicated they were unable to pay anything beyond that as their insurance benefits expired.

4. The City acknowledges the 4JD has a valid claim for the outstanding rent at the Lincoln Bath building and offers to enter an agreement by which the 4JD can use City owned resources in consideration for the outstanding balance. As of September 1, 2020, that balance was $89,553.78.

5. The 4JD frequently finds itself in need of additional space to conduct court business for matters such as, but not limited to, jury selection, large trials, community events and training conferences.

6. In August of 2020, the Parties agreed the remaining balance of $89,553.78 would be credited to the 4JD for usage of the Music Hall located on the top floor of City Hall.

7. The 4JD is willing to forego that claim and any interest in penalties subject to this MOU memorializing the heretofore informal agreement.

NOW THEREFORE,

The Parties have reached the following understanding:

ARTICLE I. Scope of Cooperation

The Parties intend:

1. To continue to cooperate as partners in the operation of Saratoga Springs City Court within the confines of City Hall.

2. To allow the 4JD to utilize the Music Hall and other City owned resources for official court use on an as needed basis subject to availability.

3. To allow such use of City owned resources at a rate consistent with the City price structure charged to other entities but to be applied as an offset to the outstanding balance of $89,553.78.

4. To absolve the outstanding balance owed to the 4JD by the City at the conclusion of the seven year period.

ARTICLE II. Contact Points

The 4JD designates its District Executive and Deputy District Executive as the contact points for future communications regarding scheduling of court use of City owned resources. The City designates the Business Manager of the City Department of Public Works ("DPW") and the DPW Reservation Coordinator as the contact for the City. Should those individuals not be known to the 4JD at a later date, the 4JD may contact the Mayor's Office directly.

Article III. Nature of MOU

1. This MOU is a statement of intent that is not legally binding and does not create any direct or indirect enforceable right, obligation or liability; nor does it constitute any waiver of immunities or privileges on behalf of the Parties or third parties. The Parties will endeavor to fulfill their intents under this MOU so far as consistent with applicable law and policy.

2. Ultimately this MOU reflects the mutual respect and partnership that exists between the Parties as manifested and highlighted by the level of cooperation in the immediate aftermath of the City Hall fire in 2018 and subsequent renovation of City Hall.

Article IV. Entry into Effect, Modification, and Termination

1. This MOU will enter into effect on the date it is signed by both Parties.

2. This MOU may only be modified in writing and if both parties agree in writing to do so.

3. Either Party may terminate this MOU by giving 30 days advance written notice to the other Party.

Executed by the Parties:

_____	_____
Administrative Judge, Fourth Judicial District New York State Unified Court System	Date
_____	_____
Mayor of Saratoga Springs, New York	Date

AGENDA ITEM NO. 14.1

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Lisa Watkins, Public Safety

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Public Safety Department

SUBJECT: Authorization to reimburse employee #2299

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES: Reimbursement is #23.37 and will come from A-31-4-3124/54705

ATTACHMENTS:
Reimbursement to employee #2299.pdf
#2299 COSF.pdf

CITY OF SARATOGA SPRINGS - VOUCHER
474 BROADWAY SARATOGA SPRINGS, NY 12866

DEPT/LOC 4000 **DEPARTMENT** PUBLIC SAFETY

VENDOR # 6640 **VENDOR NAME** EMPLOYEE #2299

REMIT ADDRESS

PO# **FINAL** **PARTIAL**

INVOICE # and ACCOUNT #	ORG	OBJECT	PROJECT	AMOUNT
REIMBURSEMENT	A-31-4-3124	54705		$23.37
RECEIVED BY:				
			TOTAL	$23.37

By uploading this voucher for payment into the designated electronic folder, I as an approved authorized signor for my department certify the articles or services were necessary and for sole use of the City; have been received in good condition or properly performed.

The Commissioner of Accounts audits and certifies this purchase is in conformity with appropriate standards and procedures by affixing his/her signature to the warrant report approved by City Council in accordance with the City Purchasing Policy.

The Commissioner of Finance certifies this claim is approved from the appropriation indicated above by affixing his/her signature on the check issued as payment for this claim in accordance with the City Purchasing Policy.

Saratoga Springs Police Department

5 Lake Avenue
Saratoga Springs, New York 12866
(518) 584-1800

Tyler McIntosh
Chief of Police

Serving Since 1887

Eric J. Warfield
Assistant Chief

Byrne Jag Grant Reimbursement

Date: 9/5/24

To: Department of Public Safety

The attached receipt(s) is/are for purchase(s) of authorized items under the Byrne Jag grant. The purchase(s) were paid for by me using my personal funds and I am hereby requesting to be reimbursed for the amount as indicated.

Amount Claimed: $ 23.37 ✓

54705

Officer Name: _____

Officer Signature: _____

Mailing Address (for reimbursement check to be sent to):

_____

Approved By: Lt. Tyler McIntosh

Revised 10/24/2022

Hannaford

95 Weibel Ave -Saratoga Springs NY 12866
(518) 587-0360 - www.hannaford.com

GROCERY
POPSICLE SF OGC 18CT 5.49 *

1 BALANCE DUE 5.49
VISA $5.49

MID: 0101566
RRN: 540660

SALE

XXXXXXXXXXXX4234
VISA Entry Method: [illegible]
08/01/2024 16:06:10
INVOICE: 540660

Total: USD$ 5.49

APPROVED 08477D
CHASE VISA
AID: A0000000031010
TVR: 0000008000
TSI: E800

CHANGE 0.00

****

We value your opi[illegible]
Tell us about your v[illegible] a chance
to win $500 in free groceries.

Within the next 5 days please visit:
www.TalkToHannaford.com

También disponible en español.
5 winners per month
See website for complete rules.

PIN:080183917054812 2

****

STORE:08391 REGISTER:054 CASHIER:0504
TICKET#:8122 1AUG2024 16:06:13
Thank you for shopping
Hannaford
Jim Nassivera Store Manager

Give us feedback @ survey.walmart.com
Thank you! ID #:7TMROTQ875F

Walmart

WM Supercenter
518-581-8035 Mgr. DANIEL
16 OLD GICK RD
SARATOGA SPRINGS NY 12866
ST# 02056 OP# 009039 TE# 39 TR# 02685

ITEMS SOLD 6
TC# 6656 9054 9974 8060 1923

FUN POPS	071041203600 F	2.98	N
FUN POPS	071041203600 F	2.98	N
FUN POPS	071041203600 F	2.98	N
FUN POPS	071041203600 F	2.98	N
FUN POPS	071041203600 F	2.98	N
FUN POPS	071041203600 F	2.98	N

SUBTOTAL 17.88
TOTAL 17.88
VISA TEND 17.88
CHANGE DUE 0.00

CHASE VISA- 4234 I 7 APPR#06019D
17.88 TOTAL PURCHASE
REF # 421500430096
TRANS ID - 384215379207279
VALIDATION - DGXV
PAYMENT SERVICE - E
AID A0000000031010
TERMINAL # 23086564
*No Signature Required
08/02/24 06:32:00

Get free delivery from this store with Walmart+
Scan for 30-day free trial.

Low prices You Can Trust. Every Day.
08/02/24 06:32:06

Request for Certification of Sufficient Funds

Submittal Date: 9.10.2024

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

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

Employee #2299

Appropriation – Current Budget Expense Org/Object/Proj(s): A3143124-54705 COMMUNITY POLICING

Amount Requested for Approval: $ 23.37

Current Amount Available: as per MUNIS $3,496.73

Transfer/Amendment Pending: $

Transfer/Amendment Date: _____

DSG 9/10/24

Department Head Signature Date

Certification of Sufficient Funds

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

9/12/24

Commissioner of Finance Approval Date

AGENDA ITEM NO. 14.2

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	September 30, 2024
SUBMITTED BY:	Lisa Watkins, Public Safety
ITEM TYPE:	Discussion and Vote
AGENDA SECTION:	Public Safety Department
SUBJECT:	Authorization for the Mayor to sign a contract with Traffic Systems, Inc
SUGGESTED ACTION:	
ITEM ACTION:	Discussion and Vote
ITEM NOTES:	This is for accessible pedestrian signal equipment. Cost is $66,796 and will come from the Traffic Equipment Grant A-31-4-3312/52803

ATTACHMENTS:
Traffic Systems Contract.pdf
COSF Traffic Systems.pdf

City of Saratoga Springs, NY Contract

City Project Number: RFP 2024-41_____City Project Name: TRAFFIC SIGNAL EQUIPMENT - APS_____
City Department: PUBLIC SAFETY_____Department Contact Person: ANDREW KRUPSKI_____ City Ext. 2473 __
Company Name: TRAFFIC SYSTEMS, INC._____
Company Address: 1 CORPORATE DRIVE, HOLTSVILLE, NY 11742_____
Company Telephone No.: 631-242-4292_____Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Chris Paganiello_____Title: Sales Engineer_____
Primary Contact Email: cpagniello@trafficsystemsinc.com
Service to be Provided: TRAFFIC SIGNAL EQUIPMENT - APS_____
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 TRAFFIC SIGNAL EQUIPMENT - APS, the Vendor and/or Service Provider submitted proposals dated 8.27.2024 (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 ONE YEAR FROM COUNCIL APPROVAL. 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 $66,796.00 (SIXTY SIX THOUSAND SEVEN HUNDRED NINETY SIX DOLLARS AND NO CENTS), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.

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

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

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

   To Vendor and/or Service Provider: TRAFFIC SYSTEMS, INC., 1 CORPORATE DRIVE, HOLTSVILLE, NY 11742

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

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

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

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

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

9. **Insurance:** NONE REQUIRED – PRODUCT ONLY

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

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

12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

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

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

    At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:
    - Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
    - Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement,

discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.

- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: _____ **Date:** 9/11/2024

Print Name: Richard A. Marsanico **Title:** Vice President

City of Saratoga Springs' Signature: _____ **Date:** _____

Print Name: John Safford **Title:** Mayor **City Council Approval Date:** _____

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
#1	80	Polara iNS2 9"x15" APS Assembly or equal	$446.00	$35,680.00
#2	12	Polara iCCU-S2 Shelf Model or equal	$2,465.00	$29,580.00
#3	12	Polara iN2-ICB:Interconnect Board(iN2-ICB) or equal	$86.00	$1,032.00
#4	12	Polara Cable –C: iCCU-S2 Cable for Ped Inputs and logic ground or equal	$42.00	$504.00

TOTAL BID IN FIGURES: $ 66,796.00

TOTAL BID WRITTEN: Sixty Six Thousand Seven Hundred Ninety Six Dollars

COMPANY NAME: Traffic Systems, Inc.

ADDRESS: 1 Corporate Drive

Holtsville (*City*) NY (*State*) 11742 (*Zip*) **Phone No.** (631) 242 - 4292

E-MAIL ADDRESS: cpagniello@trafficsystemsinc.com

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Richard Marsanico

TITLE: President **DATE:** 8/27/24

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: Richard Marsanico

Title: President Date: 8/27/24

Company Name: Traffic Systems, Inc.

Company Address: 1 Corporate Drive, Holtsville, NY 11742

Subscribed to under penalty of perjury under the laws of the State of New York, this 27th day of August, 2024 as the act and deed of said corporation of partnership.

City of Saratoga Springs

OFFICE OF COMMISSIONER OF ACCOUNTS

Purchasing Department
474 Broadway
Saratoga Springs, New York 12866

Telephone 518-587-3550

DILLON C. MORAN
COMMISSIONER

STACY CONNORS
DEPUTY COMMISSIONER

August 14, 2024

Traffic Signal Equipment-APS IFB 2024-41
Addendum #1

Question: This appears to be a sole source procurement and we will not be able to bid unless the specification is opened up for others.

Answer: The Standards and Specifications provided express the City's equipment physical expectations, required functional operation, installation, and programming requirements. A vendor whose equipment meets the Standards and Specifications may submit proposals.

The manufacture cut sheets that are included in the IFB are for reference only.

Please see page 6 of the IFB documents.

"EQUIVALENT PRODUCT

Bids shall be accepted for consideration on any Traffic Signal Equipment – APS that is equal or superior to the units specified. Decisions of equivalency will be at the sole interpretation of the City. A blanket statement that the units proposed would meet all requirements will not be sufficient to establish equivalency."

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

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

Pertinent Non-Discrimination Authorities:

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

Vendor and/or Service Provider Signature: _____ **Date:** 9/10/2024

Print Name: Richard A. Marsanico **Title:** Vice President

Request for Certification of Sufficient Funds

Submittal Date: 9.5.2024

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

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):
TRAFFIC SYSTEMS, INC.
1 CORPORATE DRIVE
HOLTSVILLE, NY 11742

Appropriation – Current Budget Expense Org/Object/Proj(s): A3143312-52803 TRAFFIC EQUIPMENT GRANT

Amount Requested for Approval: $ 66,796.00 ✓

Current Amount Available: as per MUNIS $ 70,400.00 ✓

Transfer/Amendment Pending: $

Transfer/Amendment Date: _____

DEG CL

Department Head Signature

9/9/24

Date

Certification of Sufficient Funds

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

Commissioner of Finance

9/9/24

Approval Date

AGENDA ITEM NO. 14.3

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Lisa Watkins, Public Safety

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Public Safety Department

SUBJECT: Authorization for the Mayor to sign a contract with Sherwin Williams

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES: This is to replace the old paint machine. Cost is $17,747.78 and will come from A-31-4-3312/52802

ATTACHMENTS:
Sherwin Williams Contract.pdf
COSF Sherwin Williams 091724.pdf
17H461 LineLazer V 200HS 2 Manual Guns _ Paint Sprayers Unlimited.pdf
17H461 LineLazer V 200HS 2 Manual Guns _ Portland Compressor.pdf
262-005 LineDriver (Heavy Duty) _ Paint Sprayers Unlimited.pdf
262-005 LineDriver HD _ Portland Compressor.pdf

City of Saratoga Springs, NY Contract

City Project Number: N/A **City Project Name: N/A**
City Department: PUBLIC SAFETY **Department Contact Person: ANDREW KRUPSKI** **City Ext. 2473**
Company Name: SHERWIN WILLIAMS
Company Address: 226 WASHINGTON STREET, SARATOGA SPRINGS, NY 12866-5907
Company Telephone No.: 518-584-6220 **Company Fax No.:**
Vendor and/or Service Provider Primary Contact: PRESTON M. COHEN **Title: SALES REPRESENTATIVE**
Primary Contact Email: preston.m.cohen@sherwin.com
Service to be Provided: LineLazer V 200 HS – 2 Manual Guns & LineDriver HD Ride-On Attachment
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 LineLazer V 200 HS – Manual Guns & LineDriver HD Ride-On Attachmen***t, the Vendor and/or Service Provider submitted proposals dated 8.16.24 and 8.15.2024 respectively (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.

2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 12.31.2024. 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 ***$10,444.45 (Ten Thousand Four Hundred Forty Four Dollars and Forty Five Cents) and $7,303.33 (Seven Thousand Three Hundred Three Dollars and Thirty Three Cents) respectively***, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.

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

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

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

   To Vendor and/or Service Provider: SHERWIN-WILLIAMS, 226 WASHINGTON AVENUE, SARATOGA SPRINGS, NY 12866

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

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

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

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

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

9. **Insurance: *NONE REQUIRED; PRODUCT ONLY***

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

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

12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

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

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

    At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:
    - Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.

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

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

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

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

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

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

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

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

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

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

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

24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement

supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

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

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

27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: Beniam Tirfe **Date:** 08/28/2024

Print Name: Beniam Tirfe **Title:** Strategic Account Manager

City of Saratoga Springs' Signature: _____ **Date:** _____

Print Name: John Safford **Title:** Mayor **City Council Approval Date:** _____

LineDriver HD Ride-On attachment part number 262005

PUBLIC SAFETY GARAGE

Quote Presented By:
Preston Cohen
Sales Representative

1-518-441-4706
preston.m.cohen@sherwin.com

SHERWIN-WILLIAMS
226 WASHINGTON ST
SARATOGA SPRINGS, NY 12866 5907
(518) 584-6220

August 15, 2024

ACCOUNT # 2400-6048-3
LineDriver HD Ride-On attachment part number 262005
QUOTE # 7431685
VALID FROM: AUG 15, 2024 - OCT 31, 2024

Dear Andy Krupski:

Thank you for considering Sherwin-Williams for the LineDriver HD Ride-On. Included is the Sherwin-Williams price quote.

Should you require assistance or have any questions or concerns, please contact me at (518) 441-4706 or e-mail me at preston.m.cohen@sherwin.com.

Preston Cohen
Sales Representative

1-518-441-4706
preston.m.cohen@sherwin.com

SHERWIN-WILLIAMS
226 WASHINGTON ST, SARATOGA SPRINGS, NY 12866 5907

ACCOUNT # 2400-6048-3
LineDriver HD Ride-On attachment part number 262005
QUOTE # 7431685
VALID FROM: AUG 15, 2024 - OCT 31, 2024

PROJECT: LineDriver HD Ride-On attachment part number 262005

Purchase Type: Annual Purchase

Description	Sales #	Rex #	Qty	Price	Extended Price
LINE DRIVER HD	1606110	.01606110-EACH	1	$7,303.33	$7,303.33
Comments: PART #262005, ALSO VIA REBATE 5 FREE RAC 5 Striping Tips ($333 Value)					

Total Price: $7,303.33*

We thank you for consideration of Sherwin-Williams products and look forward to supplying these products to you.

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not to be copied or shared with others outside your firm.Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes.Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at https://www.sherwin-williams.com/terms-and-conditions. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.

LineLazer V 200 HS - 2 manual guns - Part number 17H461

PUBLIC SAFETY GARAGE

Quote Presented By:
Preston Cohen
Sales Representative

1-518-441-4706
preston.m.cohen@sherwin.com

SHERWIN-WILLIAMS
226 WASHINGTON ST
SARATOGA SPRINGS, NY 12866 5907
(518) 584-6220

August 16, 2024

ACCOUNT # 2400-6048-3
LineLazer V 200 HS - 2 manual guns - Part number 17H461
QUOTE # 7432899
VALID FROM: AUG 16, 2024 - SEP 30, 2024

Dear Andy Krupski:

Thank you for considering Sherwin-Williams for the LineLazer V 200 HS - 2 manual guns - Part number 17H461. Included is the Sherwin-Williams price quote.

Should you require assistance or have any questions or concerns, please contact me at (518) 441-4706 or e-mail me at preston.m.cohen@sherwin.com.

Preston Cohen
Sales Representative

1-518-441-4706
preston.m.cohen@sherwin.com

SHERWIN-WILLIAMS
226 WASHINGTON ST, SARATOGA SPRINGS, NY 12866 5907

ACCOUNT # 2400-6048-3
LineLazer V 200 HS - 2 manual guns - Part number 17H461
QUOTE # 7432899
VALID FROM: AUG 16, 2024 - SEP 30, 2024

PROJECT: LineLazer V 200 HS - 2 manual guns - Part number 17H461

Purchase Type: Annual Purchase

Description	Sales #	Rex #	Qty	Price	Extended Price
LLV200HSSTRD 2MECGN	100664879	100664879-EACH	1	$10,444.45	$10,444.45
Comments: PART #17H461 PLUS VIA REBATE 7 FREE RAC 5 Striping Tips ($467 Value)					

Total Price: $10,444.45*

We thank you for consideration of Sherwin-Williams products and look forward to supplying these products to you.

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not to be copied or shared with others outside your firm.Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes.Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at https://www.sherwin-williams.com/terms-and-conditions. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.

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

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

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

Pertinent Non-Discrimination Authorities:

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

Vendor and/or Service Provider Signature: Beniam Tirfe **Date:** 08/28/2024
Print Name: Beniam Tirfe **Title:** Strategic Account Manager

Request for Certification of Sufficient Funds

Submittal Date: 9.5.2024

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

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):
SHERWIN WILLIAMS
226 WASHINGTON STREET
SARATOGA SPRINGS, NY 12866-5907

Appropriation – Current Budget Expense Org/Object/Proj(s): A3143312-52802 TOOLS & EQUIPMENT

Amount Requested for Approval: $ 17,747.78 ($10444.45 AND $7303.33)

Current Amount Available: as per MUNIS $ 22,323.80

Transfer/Amendment Pending: $

Transfer/Amendment Date: _____

DEG CK 9/9/24

Department Head Signature Date

Certification of Sufficient Funds

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

9/17/24

Commissioner of Finance Approval Date

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Paint Sprayers Unlimited
3125 Highland Drive
Las Vegas, Nevada 89109
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Call Toll Free (877) 731-5688
Local Calls (702) 731-5688
Email Us

Business Hours:
Monday - Friday
7:00 AM - 4:00 PM Pacific Time

Shipping Information:
Orders Placed MONDAY through FRIDAY between 12:00am and



17H461 LineLazer V 200HS 2 Manual Guns

$ 14,419.00

ADD TO CART

Financing for as low as $425/mo. APPLY NOW!

Graco 17H461 LinrLazer V 200HS Line Striper 2 Manual Guns

Click HERE for the Graco LineLazer Brochure

Overview | Specifications | Features

The LineLazer V 200HS is the high performance hydraulic striper you'll want for your most demanding jobs. It's proven history of innovative features has made it the striper of choice for contractors demanding a true workhorse. The LineLazer V 200HS is the perfect unit for large parking lot jobs, airports, and city jobs that not only require precise line but also demand reflective beads. With high production features such as automatic and semi-automatic paint guns along with the optional EZ Bead pressurized bead system, this unit has no equal.

More products like this

1:00pm Pacific Time USUALLY Ship that same day.

Orders Placed AFTER 1:00pm Pacific Time will Ship the NEXT BUSINESS DAY (Excluding Weekends).
All Orders placed AFTER 1pm Friday will Ship the Following Monday Unless there is a Holiday.**
View our shipping policies



0524041 Maxum II Gun & Cup
$ 407.00



0524027 Capspray Elite HVLP Gun & Cup
$ 469.95



17P-483 Edge II Plus HVLP Gun with Flexliner Cup
$ 663.00

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Cart

UPDATE SHOPPING CART CONTINUE SHOPPING

Product(s)	Price	Qty.	Total
 Graco LineLazer V 200HS Standard Hydraulic Line Striping Sprayer, 2-Gun Manual SKU: 17H461 Delivery Type: Commercial Dock Delivery Edit	$11,799.00	REMOVE 1	Total: $11,799.00 You save: $2,620.00

Order Notes

Discount Code

Enter your coupon here

APPLY COUPON

Sub-Total:	$11,799.00
Shipping:	Calculated during checkout
Tax:	$0.00
Total:	Calculated during checkout

CHECKOUT

Backorders

Frequently Asked Questions

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- Graco
- Ingersoll Rand
- Chicago Pneumatic
- BE Pressure Supply
- RolAir

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Free Ground Shipping on All Orders Over $99.99! Inside the Continental U.S.

Visit Us:
Paint Sprayers Unlimited
3125 Highland Drive
Las Vegas, Nevada 89109
Get Map

Contact Us:
Call Toll Free (877) 731-5688
Local Calls (702) 731-5688
Email Us





Business Hours:
Monday - Friday
7:00 AM - 4:00 PM Pacific Time

Shipping Information:
Orders Placed MONDAY through FRIDAY between 12:00am and 1:00pm Pacific Time USUALLY Ship that same day.

Orders Placed AFTER 1:00pm Pacific Time will Ship the NEXT BUSINESS DAY (Excluding Weekends).
All Orders placed AFTER 1pm Friday will Ship the Following Monday Unless there is a Holiday.**
View our shipping policies



262-005 LineDriver (Heavy Duty)

$ 9,109.00

ADD TO CART

Financing for as low as $268/mo. APPLY NOW!

Graco 262005 LineDriver (Heavy Duty)

Click HERE for the Graco LineLazer Brochure

Overview | Specifications | Features

Why walk when you can ride? Connect the LineDriver HD to your LineLazer IV or FieldLazer R300 striper and double your striping production. The LineDriver HD provides the most innovative, powerful ride-on system for professional line striping contractors in the industry - Only from Graco.

More products like this



0524041 Maxum II Gun & Cup

$ 407.00



0524027 Capspray Elite HVLP Gun & Cup

$ 469.95



17P-483 Edge II Plus HVLP Gun with Flexliner Cup

$ 663.00

Recently Viewed Items

17H461
LineLazer V
200HS 2
Manual Guns
$ 14,419.00

© Paint Sprayers Unlimited, Inc. Web Design by Sleepless Media. Powered by Shopify.

Cart

UPDATE SHOPPING CART CONTINUE SHOPPING

Product(s)	Price	Qty.	Total
 Graco LineLazer V 200HS Standard Hydraulic Line Striping Sprayer, 2-Gun Manual SKU: 17H461 Delivery Type: Commercial Dock Delivery Edit	$11,799.00	REMOVE 1	Total: $11,799.00 You save: $2,620.00
 Graco LineDriver HD Ride On Attachment For LineLazer IV SKU: 262005 Delivery Type: Commercial Dock Delivery Edit	$7,999.00	REMOVE 1	Total: $7,999.00 You save: $1,110.00

Order Notes

Discount Code

Enter your coupon here

APPLY COUPON

Sub-Total:	$19,798.00
Shipping:	Calculated during checkout
Tax:	$0.00
Total:	Calculated during checkout

CHECKOUT

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AGENDA ITEM NO. 14.4

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	September 30, 2024
SUBMITTED BY:	Lisa Watkins, Public Safety
ITEM TYPE:	Discussion and Vote
AGENDA SECTION:	Public Safety Department
SUBJECT:	Authorization for the Mayor to sign a lease agreement with Ricoh
SUGGESTED ACTION:	
ITEM ACTION:	Discussion and Vote
ITEM NOTES:	This is for 2 all-in-one (copier, printer, scanner) for Fire Station 1 & 2. Cost is $98.08 per month for a total of $1177.08 annually and will come from budget line A-31-4-3414/54740

ATTACHMENTS:
RICOH CONTRACT FD STA 1 & 2.pdf

Docusign Envelope ID: B3C8185F-152D-406B-AE49-5C32FCF288C9

NS

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

Omnia Partners Public Sector Product Schedule

Product Schedule Number:
Master Lease Agreement Number: 1023244

This Omnia Partners Public Sector Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and SARATOGA SPRINGS, CITY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Omnia Partners Public Sector Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and . All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

SARATOGA SPRINGS, CITY OF Customer (Bill To)				Aaron Dyer Billing Contact Name			
60 LAKE AVE Product Location Address				474 BROADWAY STE 9 Billing Address *(if different from location address)*			
SARATOGA SPRINGS City	SARATOGA County	NY State	12866-2316 Zip	SARATOGA SPRINGS City	SARATOGA County	NY State	12866-2294 Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
(518)587-3599		aadyer@ssfdny.org

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model	Street Address/City/State/Zip
1	RICOH IMC300F CONFIGURABLE PTO MODEL	166 WEST AVE, SARATOGA SPRINGS, NY, 12866-5902, US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	60 LAKE AVE, SARATOGA SPRINGS, NY, 12866-2316, US

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency	Advance Payment
60	$98.08	☑ Monthly ☐ Quarterly ☐ Other: _____	☐ 1st Payment ☐ 1st & Last Payment ☐ Other: _____

Sales Tax Exempt: ☑YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: ☐YES (check if yes and indicate total number of pages:)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

3. Additional Provisions (if any) are: _____

_____

_____
Initials

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

NS

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: X_____ Authorized Signer Signature	By: Gina Banknell Authorized Signer Signature
Printed Name:	Printed Name: Gina Banknell
Title: _____ Date: _____	Title: Lending Operations Manager Date: 9-18-2024

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

RICOH

ORDER AGREEMENT

Master Maintenance and Sale Agreement Number: MMSA34096551
Master Maintenance and Sale Agreement Date:

Sales Type: LEASE

EQUIPMENT BILL TO INFORMATION	
Customer Legal Name: SARATOGA SPRINGS, CITY OF	
Address Line 1: 474 BROADWAY STE 9 **Address Line 2:** **City:** SARATOGA SPRINGS **ST/Zip:** NY/12866-2294 **County:** SARATOGA	**Contact:** Aaron Dyer **Phone:** (518)587-3599 **E-mail:** aadyer@ssfdny.org **Fax:**

Check all that apply:

- ☐ PO Included PO#
- ☑ Sales Tax Exempt (Attach Valid Exemption Certificate)
- ☐ Syndication
- ☐ PS Service (Subject to and governed by additional Terms and Conditions)
- ☐ IT Service (Subject to and governed by additional Terms and Conditions)
- ☐ TS PO# (if applicable)
- ☐ Add to Existing Service Contract #
- ☑ Fixed Rate Service Term 60 Months Months

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION SERVICE BILL TO INFORMATION	
Customer Legal Name: SARATOGA SPRINGS, CITY OF	
Address Line 1: 474 BROADWAY STE 9 **Address Line 2:** **City:** SARATOGA SPRINGS **ST/Zip:** NY/12866-2294 **County:** SARATOGA	**Contact:** Aaron Dyer **Phone:** (518)587-3599 **E-mail:** aadyer@ssfdny.org **Fax:**

SHIP TO / PRODUCT INFORMATION

Product Description	QTY	Service Level	11 x 17	B/W Allowance MONTHLY	B/W Ovg	Color Allowance MONTHLY	Color Ovg	Service Base MONTHLY	Ship To / Equipment Address Contact Info
RICOH IMC300F CONFIGURABLE PTO MODEL	1	GOLD	Double Click	0	0.01	0	0.0639	$0.00	60 LAKE AVE SARATOGA SPRINGS, NY 12866-2316 SARATOGA Aaron Dyer (518)587-3599 aadyer@ssfdny.org

9/12/2024
Version#1.1

34788581

RICOH IMC300F CONFIGURABLE PTO MODEL	1	GOLD	Double Click	0	0.01	0	0.0639	$0.00	166 WEST AVE SARATOGA SPRINGS, NY 12866-5902 SARATOGA Aaron Dyer (518)587-3599 aadyer@ssfdny.org

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION		
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**	**Ship To / Equipment Address Contact Info**
TS NETWORK & SCAN CONNECT - SEG BC3	1	60 LAKE AVE SARATOGA SPRINGS, NY 12866-2316
TS NETWORK & SCAN CONNECT - SEG BC3	1	60 LAKE AVE SARATOGA SPRINGS, NY 12866-2316

ORDER TOTALS		
Service Type Offerings:	**Product Total:**	
Gold: Includes all supplies and staples. Excludes paper. **Silver:** Includes all supplies. Excludes paper and staples. **Bronze:** Parts and labor only. Excludes paper, staples, and supplies.	**BASIC CONNECTIVITY / PS / IT Services:**	
	Buyout After Promotions:	
	Grand Total: (Excludes Tax)	
Additional Provisions: ***Insert ANY additional provisions here***		

Accepted by Customer	**Accepted: Ricoh USA, Inc.**
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name: Tiffany Tate
Title:	Title: Sr. Mgr. Customer Engagement
Date	Date Sept. 19, 2024

Initials

AGENDA ITEM NO. 14.5

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Lisa Watkins, Public Safety

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Public Safety Department

SUBJECT: Authorization to accept a grant from New York State Division of Criminal Justice Service

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES: This is a grant for $30,000

ATTACHMENTS:
T633017 Grant Award Notice NYSDCJS.pdf
T633017 Saratoga Springs Police Department $30,000 (2).pdf

Grant Award Notice

Grantee/Contractor: City of Saratoga Springs/ Saratoga Springs Police Department		**Date:** **09/18/2024**
Program Name: Byrne JAG		**Award Amount[1]:** $30,000.00
Contact Name: Chief Tyle McIntosh		**Contract Materials Return Date:** Within 30 days of receipt of this award notice
Email: tmcintosh@saratogapolice.org		**Contract #** T633017
GMS Project ID #: BJ24-1145-D00		**DCJS #:** BJ21633017
Additional Information: These funds would be used to procure rifle grade ballistic shields and helmets to enhance the safety of our officers when responding to calls involving armed subjects. Any remaining funds would be utilized to supplement community engagement programs.		

Grant Questions

Primary Contact:	**Secondary Contact:**
Katie Wagner Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-457-2683 Email: Kathryn.Wagner@dcjs.ny.gov	Meagan Armstrong Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-485-5569 Email: Meagan.Armstrong@dcjs.ny.gov

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

Attachments: Legislative Award Information and GMS Manual (*please refer to page 4 of the GMS Manual on creating a GMS account. You do not need to create a project, as **BJ24-1145-D00** is the project created on your behalf.*)

[1] The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

HELENE E. WEINSTEIN
Chair

STATE OF NEW YORK
THE ASSEMBLY
WAYS & MEANS COMMITTEE
ROOM 409 CAPITOL BUILDING
ALBANY 12248
(518) 455-4026

PHILIP A. FIELDS
Secretary

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SEP 16 2024
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September 12, 2024

Dean DeFruscio
Division of Criminal Justice Services
80 South Swan St.
Albany, New York 12210
Attn: Nicole Schepisi
Jodi Clark

Dear Mr. DeFruscio:

Attached are three (3) Legislative Initiative Forms for an appropriation included in the State Fiscal Year 2021-22 enacted State budget (Chapter 53 of the Laws of 2021, page 82, lines 1-12), and Assembly resolution E.2449 enacted in State Fiscal Year 2024-25. These forms contain the information necessary to initiate the contract process with the grant recipients. The Legislature's intent is to process these contracts for the respective grant recipient through the Division of Criminal Justice Services.

Please do not hesitate to contact me if you have any questions about the attached materials. I can be reached at 518-455-4051. If issues or problems arise as you move through the contracting process, it is important that you contact me so that we can work together to resolve them as quickly as possible. Thank you in advance for your assistance with this process, and I look forward to working with you throughout the year.

Sincerely,

Will Williams
Deputy Director of Budget Studies

Enclosures

cc: Chrysanthe Cholakis
Matt Golden

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SFY 2021 - 2022 LEGISLATIVE INITIATIVE FORM

Legal Name, Address, and Telephone Number:

SARATOGA SPRINGS POLICE DEPARTMENT
5 LAKE AVE
SARATOGA SPRINGS, NY 12866
(518) 584-1800 Ext: 3419

Project Title:

SARATOGA SPRINGS POLICE DEPARTMENT

Funded Amount:

$30,000

Purpose of Project:

THESE FUNDS WOULD BE USED TO PROCURE RIFLE GRADE BALLISTIC SHIELDS AND HELMETS TO ENHANCE THE SAFETY OF OUR OFFICERS WHEN RESPONDING TO CALLS INVOLVING ARMED SUBJECTS. ANY REMAINING FUNDS WOULD BE UTILIZED TO SUPPLEMENT COMMUNITY ENGAGEMENT PROGRAMS.

Project Director:

TYLER MCINTOSH

Name of Administering State Agency:

DIVISION OF CRIMINAL JUSTICE SERVICES

resolution calling for the expenditure of such funds, which resolution must be approved by a majority vote of all members elected to the senate upon a roll call vote (20997) ..... 300,000 ..... (re. $300,000)

By chapter 53, section 1, of the laws of 2021:
For services and expenses related to the federal Edward Byrne memorial justice assistance formula program, including enhanced prosecution, enhanced defense, local law enforcement programs, youth violence and/or crime reduction programs, crime laboratories, re-entry services, and judicial diversion and alternative to incarceration programs. A portion of these funds may be transferred to state operations and/or suballocated to other state agencies (20209) ..... 5,400,000 ..... (re. $5,400,000)
For services and expenses of drug, violence, and crime control and prevention programs. Notwithstanding section twenty-four of the state finance law or any provision of law to the contrary, funds from this appropriation shall be allocated only pursuant to a plan (i) approved by the speaker of the assembly and the director of the budget which sets forth either an itemized list of grantees with the amount to be received by each, or the methodology for allocating such appropriation (60032) ... 300,000 ..... (re. $300,000)
For services and expenses of drug, violence, and crime control and prevention programs, law enforcement and alternatives to incarceration programs. Notwithstanding section 24 of the state finance law or any provision of law to the contrary, funds from this appropriation shall be allocated only pursuant to a plan (i) approved by the temporary president of the Senate and the director of the budget which sets forth either an itemized list of grantees with the amount to be received by each or the methodology for allocating such appropriation (20997) ... 300,000 ... . (re. $300,000)

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For services and expenses of drug, violence, and crime control and prevention programs, law enforcement and alternatives to incarceration programs. Notwithstanding section 24 of the state finance law

HELENE E. WEINSTEIN
Chair

STATE OF NEW YORK
THE ASSEMBLY
WAYS & MEANS COMMITTEE
ROOM 409 CAPITOL BUILDING
ALBANY 12248
(518) 455-4026

PHILIP A. FIELDS
Secretary

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September 12, 2024

Dean DeFruscio
Division of Criminal Justice Services
80 South Swan St.
Albany, New York 12210
Attn: Nicole Schepisi
Jodi Clark

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Sincerely,

Will Williams
Deputy Director of Budget Studies

Enclosures

cc: Chrysanthe Cholakis
Matt Golden

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SFY 2021 - 2022 LEGISLATIVE INITIATIVE FORM

Legal Name, Address, and Telephone Number:

SARATOGA SPRINGS POLICE DEPARTMENT
5 LAKE AVE
SARATOGA SPRINGS, NY 12866
(518) 584-1800 Ext: 3419

Project Title:

SARATOGA SPRINGS POLICE DEPARTMENT

Funded Amount:

$30,000

Purpose of Project:

THESE FUNDS WOULD BE USED TO PROCURE RIFLE GRADE BALLISTIC SHIELDS AND HELMETS TO ENHANCE THE SAFETY OF OUR OFFICERS WHEN RESPONDING TO CALLS INVOLVING ARMED SUBJECTS. ANY REMAINING FUNDS WOULD BE UTILIZED TO SUPPLEMENT COMMUNITY ENGAGEMENT PROGRAMS.

Project Director:

TYLER MCINTOSH

Name of Administering State Agency:

DIVISION OF CRIMINAL JUSTICE SERVICES

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For services and expenses of drug, violence, and crime control and prevention programs, law enforcement and alternatives to incarceration programs. Notwithstanding section 24 of the state finance law

AGENDA ITEM NO. 14.6

Item Cover Page

PRELIMINARY CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 30, 2024

SUBMITTED BY: Lisa Watkins, Public Safety

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Public Safety Department

SUBJECT: Authorization to waive 3 invoices

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES: Waiving of false alarm invoices

ATTACHMENTS:
Invoices.pdf

City of Saratoga Springs
Code Enforcement
5 Lake Ave., Suite 5A
Saratoga Springs, NY 12866

General Invoice

Customer Copy

STOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
ITAM	09/03/2024	18335	$0.00	**09/03/2024**	**$75.00**

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
FALSE ALARMS	1.00	$75.000000	EACH	$75.00	$0.00	$0.00	$75.00

Invoice Total:	$75.00

4TH FALSE ALARM 7-25-24 1:07AM

PLEASE MAKE CHECKS PAYABLE TO THE COMMISSIONER OF FINANCE.

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂

City of Saratoga Springs
Code Enforcement
5 Lake Ave., Suite 5A
Saratoga Springs, NY 12866

General Invoice

Remit Portion

Invoice Date	**09/03/2024**
Invoice Number	**18335**
Customer Number	**62853**
Amount Paid	
Due Date	**09/03/2024**
Invoice Total Due	**$75.00**

ITAM
247 GRAND AVE
SARATOGA SPRINGS, NY 12866

Please write your Account Number on your check and enclose this portion of the bill with your payment.
Make checks payable to: Commissioner of Finance

City of Saratoga Springs
Code Enforcement
5 Lake Ave., Suite 5A
Saratoga Springs, NY 12866

General Invoice

Customer Copy

TOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
ITAM	09/03/2024	18343	$0.00	**09/03/2024**	**$300.00**

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
FALSE ALARMS	1.00	$300.000000	EACH	$300.00	$0.00	$0.00	$300.00
				Invoice Total:			**$300.00**

5TH FALSE ALARM 8/5/24 12:34AM

PLEASE MAKE CHECKS PAYABLE TO THE COMMISSIONER OF FINANCE.

DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT

City of Saratoga Springs
Code Enforcement
5 Lake Ave., Suite 5A
Saratoga Springs, NY 12866

General Invoice

Remit Portion

Invoice Date	**09/03/2024**
Invoice Number	**18343**
Customer Number	**62853**
Amount Paid	
Due Date	**09/03/2024**
Invoice Total Due	**$300.00**

ITAM
247 GRAND AVE
SARATOGA SPRINGS, NY 12866

Please write your Account Number on your check and enclose this portion of the bill with your payment.
Make checks payable to: Commissioner of Finance

City of Saratoga Springs
Code Enforcement
5 Lake Ave., Suite 5A
Saratoga Springs, NY 12866

General Invoice

Customer Copy

TOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
ITAM	09/03/2024	18347	$0.00	**09/03/2024**	**$300.00**

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
FALSE ALARMS	1.00	$300.000000	EACH	$300.00	$0.00	$0.00	$300.00

Invoice Total:	$300.00

6TH FALSE ALARM 8/1/24 2:25AM

PLEASE MAKE CHECKS PAYABLE TO THE COMMISSIONER OF FINANCE.

DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT

City of Saratoga Springs
Code Enforcement
5 Lake Ave., Suite 5A
Saratoga Springs, NY 12866

General Invoice

Remit Portion

Invoice Date	**09/03/2024**
Invoice Number	**18347**
Customer Number	**62853**
Amount Paid	
Due Date	**09/03/2024**
Invoice Total Due	**$300.00**

Please write your Account Number on your check and enclose this portion of the bill with your payment.
Make checks payable to: Commissioner of Finance

ITAM
247 GRAND AVE
SARATOGA SPRINGS, NY 12866