

**Grant Application**

**Critical Infrastructure Grant Program**

**Project No.**

**Grantee Name**

CI20-1001-E00

Ballston Spa Police Department

04/28/2022

**Project Title: Critical Infrastructure Grant Program FY 2020**

Contacts	
Timothy Hajec Police Officer 30 Bath Street Ballston Spa, NY 12020 Phone:518-885-5033, Ext: Fax: Email:thajec@bspd.us	Project Start: Project End: Project Period                      Years 0 Months 0 Submission Date                      04/28/2022
Timothy Hajec Police Officer 30 Bath Street Ballston Spa, NY 12020 Phone:518-885-5033, Ext: Fax: Email:thajec@bspd.us	EIN: 14-6002075 Municipality No:  Dun & Bradstreet No: 053641130 Charities Registration No:  _ Not For Profit _ Sectarian Entity
Timothy Hajec Police Officer 30 Bath Street Ballston Spa, NY 12020 Phone:518-885-5033, Ext: Fax: Email:thajec@bspd.us	County: Saratoga Region: Capital District
	<b>BUDGET SUMMARY</b> Grant Funds:                      \$46,948.11 100.00% Matching Funds                      \$0.00 0.00% Total Funds                      \$46,948.11

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Ballston Spa Police Department

04/28/2022

**Summary Description of Project**

Technology funds to protect the Saratoga County Fairgrounds.

**Federal Program Purpose Area**

Program Purpose Code	Description
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**Participants**

Participant Name	Type	Comments
Ballston Spa Police Department	Grantee	

**Contacts for Ballston Spa Police Department**

Contact Name	Type	Phone
Timothy Hajec	Primary	518-885-5033
Timothy Hajec	Fiscal	518-885-5033
Timothy Hajec	Signatory	518-885-5033

Participant Name	Type	Comments
Ballston Spa Fire Department	Other	

**Contacts for Ballston Spa Fire Department**

Contact Name	Type	Phone
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Participant Name	Type	Comments
Saratoga County Sheriff's Office	Other	

**Contacts for Saratoga County Sheriff's Office**

Contact Name	Type	Phone
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04/28/2022

**Work Plan**

**Goal:**

To obtain additional technology to be deployed at or near the described critical infrastructure in enhance the safety of The Saratoga County Fairgrounds.

**Objective #1**

G & T Workplan Code - 30. Enhance capabilities to respond to all-hazards events.

Investment Justification - Critical Infrastructure Protection

Capability Development - Build

Deployable? - Yes

Shareable? - Yes

Does this project support a previous Homeland Security investment? - No

Does this project support a NIMS typed resource? - Yes

Name and ID of the typed resource - 6-508-1240, Mobile Field Force

NYS Critical Capability

Primary - Critical Infrastructure/Key Resources Protection

To maintain order and provide police protection to a large social gathering held within the jurisdiction of the Village of Ballston Spa, County of Saratoga, State of New York.

**Task #1 for Objective #1**

To prevent incidents prior to occurrence or to share information and resources in collaboration with outside agencies to investigate incidents that already have occurred.

#	Performance Measure
1	Performance will be based on hits obtained and the action taken from such hits.
2	Performance measure will be based of action from hits on the technological devices.
3	Will be action based of hits from the devices requested.

**Task #2 for Objective #1**

To obtain and upgrade technological equipment for the police department.

#	Performance Measure
1	The amount of enforcement action taken from hits on the devices obtained.

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**Specific Questions****Question #1**

Identify the government owned critical infrastructure site, or the government owned mass gathering/special event site.

**Answer**

The site we are looking at is the Saratoga County Fairgrounds located at 162 Prospect Street, Village of Ballston Spa, County of Saratoga, State of New York.

**Question #2**

Provide a description of the government owned critical infrastructure site, or the government owned mass gathering/special event site and the critical role it has within the community.

**Answer**

The site is an open-air venue with multiple structures on site. the Fairgrounds is host to multiple yearly special events; the largest being the Saratoga County Fair which attracts thousands of attendees on a daily basis for nearly 1 week in the summer. Also are hundred of workers and volunteers.

**Question #3**

Describe the relationship between the selected government owned critical infrastructure site, or the government owned mass gathering/special event site and the local first responder community, including the criteria used for the selection of the partnering agencies.

**Answer**

The Village of Ballston Spa Police Department along with the selected partnering agencies work hand and hand together at the mass gathering site selected. The village police along with the Saratoga County Sheriff's Office both provide law enforcement services at the gathering site to include a presence for deterrence of criminal activity, enforcement of criminal activity in progress, and investigative services for crimes that have occurred at the mass gathering site. The Ballston Spa Fire Department was selected as the other partner agency as they provide traffic control, some EMS services, fire protection, and would respond initially to any Hazmat situation. These partnering agencies were all selected due to being assigned to the Saratoga County Fairgrounds along with the village police.

**Question #4**

Explain in detail how this site was selected and prioritized over other sites. In considering other sites, explain why the site being requested was specifically selected and discuss the other sites that were considered.

**Answer**

The Village of Ballston Spa is the county seat for Saratoga County in the State of New York. Selecting a site was not an easy task as the village has many owned government buildings. The Village of Ballston Spa hosts village government buildings, County of Saratoga buildings, and New York State offices. The Saratoga County Fairgrounds and Expo Center was selected due to the risk factors being the highest out of the other considered sites. An active shooter or vehicle ramming incident at the Saratoga County Fair would cause an MCI and have an enormous ripple effect through the entire community.

**Question #5**

The application must be coordinated with at least two (2) agencies with prevention and/or protection responsibilities at the selected site. These must be law enforcement, fire department, emergency management or public works agencies. Describe in detail the coordination efforts between agencies and how these efforts were undertaken, including, but not limited to, describing joint training and/or exercises done at the potential site, if applicable.

**Answer**

The selected mass gathering site have 2 law enforcement agencies detailed to the location being; The Ballston Spa Police Department and the Saratoga County Sheriff's Office. The Ballston Spa Fire Department in the fire protection agency detailed to the Saratoga County Fair. The coordination efforts are primarily discussed on the amount of personnel that will be deployed in site and both law enforcement agencies do a saturation patrol of the fairgrounds. There is no joint training for the county fairgrounds, however both agencies independently train normally for active shooter and MCI events.

**Question #6**

Summarize how the application meets the overall goals and objectives of the FY2020 Critical Infrastructure Grant Program as well as establishing the need for this grant funding.

**Answer**

This application meets the goal for this grant as this is a major mass gathering site and impacts not only our local village but the region as a whole. If this site were to have an incident it would profoundly effect the region and this would be a national news incident. Furthermore if an incident did occur, the incident would be judged and scrutinized heavily. This project would give us the capability to either prevent such an incident or we would have a strong investigative tool to swiftly investigate and

arrest any perpetrators. This investigative tool would also provide strong evidence to the District Attorney's Office for a solid case.

**Question #7**

If the application is successful, please describe how the projects implemented will be maintained and sustained at the critical infrastructure location.

**Answer**

The project is in the form of much needed technological equipment. The equipment will stay on the Ballston Spa Police Department vehicle's 24/7 which means prior to the event, during the event, and post event. These will be deployed on site and give up high alert information on vehicles entering the area of the fair and any warnings associated with it. Any major hit prior to the vehicle entering the area of the fairgrounds can be addressed before a major incident occurs. This technology will also give us a quality investigative tool if an incident occurs as the license plates are recorded and kept in a database for an investigative tool.

**Question #8**

Given the time constraints for spending down grant funds, please explain how the project will be implemented by August 31, 2023.

**Answer**

The funds will be expunged immediately upon being secured. All 3 equipment items will be purchased on the same date and the cars will be installed with the equipment prior to the mass gathering event occurs prior to August 31, 2023.

**Question #9**

Is the Risk Assessment and Capability Evaluation attached to your project in E-Grants?

**Answer**

The assessment is attached to this grant application.

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**Budget Summary by Participant**

Ballston Spa Police Department - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mobile License Plate Reader	03OE-01-ALPR	3	\$15,649.37	\$46,948.11	\$46,948.11	\$0.00
Justification: Technology upgrade to prevent or for investigative resources post incident.							
Total				\$46,948.11	\$46,948.11	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$46,948.11	\$46,948.11	\$0.00

Ballston Spa Fire Department  
Saratoga County Sheriff's Office

**Advance Request**

Advance: \$0.00

Justification:

**Grant Application**

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Allocation Budget Summary by Participant  
 Ballston Spa Police Department  
 Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Mobile License Plate Reader	3	\$15,649.37	\$46,948.11	\$46,948.11	\$0.00

## G and T Workplan

Code	Description
AHE	30. Enhance capabilities to respond to all-hazards events.

## National Priority

Code	Description
SSC	04. Strengthen Information Sharing and Collaboration Capabilities

## Priority Project

Code	Description
S05	State Strategy Goal: Enhance Emergency Management and Response Capabilities

## Spending Subcategory

Code	Description	Amount
QIE	Equipment-20 Intervention Equipment	\$ 46,948.11
	Total	\$ 46,948.11

## Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 46,948.11
	Total	\$ 46,948.11

Ballston Spa Fire Department

Saratoga County Sheriff's Office

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**Assurance**

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES  
Grant Assurances and Certifications for Federally-Funded Grants

The certifications herein shall be treated as a material representation of fact upon which reliance will be placed when the State of New York and/or the Federal Emergency Management Agency (FEMA) or U.S. Department of Transportation (DOT) determines to award the covered transaction, grant, or cooperative agreement.

As the duly authorized representative of the Applicant/Recipient, I certify that the Applicant/Recipient agrees to comply with the following:

FOR U.S. DEPARTMENT OF HOMELAND SECURITY GRANTS AND U.S. DEPARTMENT OF TRANSPORTATION GRANTS:

1. The administrative, cost principles, and audit requirements that apply to these funds originate from 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 CFR Part 3002 and by DOT at 2 CFR Part 1201.
2. Recipients must cooperate with any compliance reviews or compliance investigations conducted by the U.S. Departments of Homeland Security and/or Transportation and the State of New York.
3. Lobbying. All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

The Applicant/Recipient hereby agrees that to the best of his or her knowledge and belief that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d) Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief that:

- e) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Debarment, Suspension and other Responsibility Matters (Direct Recipient). All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Order 12549 and 12689, "Debarment and



Suspension". As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from and ineligible for participation in federal assistance programs or activities

5. Drug-Free Workplace (Grantees other than individuals). All recipients must comply with the Drug-Free Workplace Act of 1988 (41 USC §701 et seq.), adopted at 2 CFR Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 CFR Part 3001.

6. Applicant agrees that it will comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

7. Applicant agrees that it has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

8. Applicant agrees that it will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Applicant agrees that it will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.

10. Applicant agrees that it will give the awarding agency, the Comptroller General of the United States, U.S. DHS, U.S. DOT and/or the State, through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the awards and permit access to facilities, personnel, and other individuals and information as may be necessary; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

11. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 CFR Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

12. Applicant agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

13. Applicant agrees that it will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.

14. Applicant agrees that it will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in OPM's Standards for a Merit System of Personnel Administration) 5 CFR Part 900, Subpart F.

15. All recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

16. All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written

translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

17. Applicant agrees that planned expenditures utilizing grant funds are consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

18. All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

19. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements as forth in the program NOFO.

20. DHS defines personally identified information that permit the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect Personally Identifiable Information (PII) are required to have a publicly-available privacy policy that describes what PII they collect, how they use PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as useful resources the DHS Privacy Impact Assessments: visit [www.dhs.gov/policy](http://www.dhs.gov/policy).

21. Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

22. Any cost allowable to a particular Federal award provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or terms and conditions of the Federal awards or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations or the terms and conditions of the Federal awards.

23. All recipients must comply with the requirements of 42 USC §6201 which contain policies relating to energy efficient that are defined in the state energy conservation plan issues in compliance with this Act.

24. All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated by reference in the terms and conditions of your award.

25. All recipients must maintain the currency of the information in the SAM until submission of the final financial report required under the award or receive final payment, whichever is later, as required by 2 C.F.R. Part 25.

26. All recipients must comply with the requirements of 31 USC §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 USC §3801-3812 which details the administrative remedy for false claims and statements made.

27. All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance and benefit overpayments. See OMB Circular A-129.

28. All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to the Comptroller General Decision B-138942.

29. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 USC §2225.

30. All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
31. Applicant agrees that it will comply with all provisions of 48 CFR §31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.
32. All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
33. All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
34. Applicant agrees that it will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
35. Applicant agrees that it will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
36. All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
37. All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.
38. Applicant agrees that it will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.
39. Applicant agrees that it will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
40. Applicant agrees that it will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progress reports and such other information as may be required by such other information as may be required by the assistance awarding agency or state.
41. Applicant agrees that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
42. Applicant agrees that it will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
43. Applicant agrees that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

44. Applicant agrees that it will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
45. Applicant agrees that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (implementing regulations are found at 6 CFR Part 21 and 44 CFR Part 7); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686; Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794, as amended), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (these requirements pertain to the provision of benefits or services as well as to employment) ; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. § 3601 et seq.), as amended, which prohibits discrimination in the sale, rental or financing of housing on the basis of race, color, national origin, religion, disability, familial status and sex (implementing regulations are found at 24 CFR Part 100). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units – i.e., the public and common use areas and individual apartment units (all units in building with elevators and ground-floor units in buildings without elevators - be designed and constructed with certain accessible features (see 24 CFR §100.201); (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
46. All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR §175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.
47. All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating 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 USC §§12101-12213).
48. Applicant agrees that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
49. Applicant agrees that it will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases.
50. Applicant agrees that will comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
51. Applicant agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
52. Applicant agrees that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
53. Applicant agrees that it will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval, changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

54. Applicant agrees that it will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

55. Applicant agrees that it will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

56. Applicant agrees that it will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

57. Applicant agrees that it will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

58. All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C §2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

59. Applicant agrees that it will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

60. Applicant agrees that if any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

61. Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

62. Applicant agrees that it will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

63. All recipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations and other documents describing projects or programs funded in whole or in part with Federal funds.

64. All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.

65. Applicant agrees that in making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

66. Applicant agrees to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management requirements and Universal Identifier Requirements located at 2 CFR Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award. If the Recipient is authorized to make subawards under this award, it must:

(1) Notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its unique entity identifier to you.

(2) Not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

67. The requirements of this award that apply to the Recipient also apply to subrecipients, i.e., entities that are carrying out part of the substantive programmatic activity, unless an exception is specified. In making subawards under the award, the Recipient must apply the Federal cost principles applicable to the particular type of organization concerned.

#### FOR U.S. DEPARTMENT OF HOMELAND SECURITY GRANTS:

1. All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and

assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff:

- Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
- Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- Recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties by email at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, DC 20528.
- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the address listed above.
- The United States has the right to seek judicial enforcement of these obligations.

#### FOR U.S. DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANTS:

The administration of this award by PHMSA and the Recipient will be based on the following Federal statutory and regulatory requirements:

- The authorizing language of 49 U.S.C. 5116 et seq.
- The regulations outlined at 49 CFR Part 110.
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (entitled Non-discrimination In Federally-Assisted Programs of the Department of Transportation – Effectuation of the Civil Rights Act of 1964);
- 28 CFR §50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 USC §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 USC §6101 et seq.), (prohibits discrimination on the basis of age);
- 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 §504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program 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 prohibits 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 USC §§12101 – 122213) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 USC §1681 et seq.)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General U.S. DOT Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance,

the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Pipeline and Hazardous Materials Safety Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age of Discrimination Act of 1975, and §405 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Unless otherwise authorized, the HMEP grant program payment is under the reimbursement method. Recipients must comply with all provisions located 2 CFR §200.305 reflecting payment of grant funds from a Federal agency. The Recipient must maintain financial management systems that meet the standards for fund control and accountability as established in 2 CFR § 200.302.

Payments for allowable costs to Recipients may be withheld during the period of performance if:

(a) The Recipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(b) The Recipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables."

While separate depository accounts for grant funds are not required, the Recipient must be able to account for the receipt, obligation and expenditure of funds. Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(c) The Recipient is delinquent in submitting required reports or responding to findings and corrective actions listed during the course of monitoring activities.

#### Specific U.S. DOT Assurances

More specifically, and without limiting the above General Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Hazardous Materials Emergency Preparedness Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§21.23(b) and 21.23(e) of 49 CFR §21 will be (with regard to an "activity") facilitated, or will be (with regard a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Hazardous Materials Emergency Preparedness Grant Program and, in adapted from, in all proposals for negotiated agreements regardless of funding source:

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

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United State effecting or recording a transfer of real property, structures, use or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permit or similar instruments entered into by the Recipient with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and  
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures to improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or  
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipient, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all required imposed or pursuant to the Acts, the Regulations and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under these Acts, the Regulations, and this Assurance.

11. The Recipient understand that per 49 U.S.C §5116(e), the Recipient must provide 20 percent of the allowable direct and indirect planning and training costs of activities covered under this award from non-Federal sources. Recipients may either use cash (hard match), in-kind (soft-match) contributions, or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR §110.60. Matching costs and contributions also must meet the requirements of 2 CFR §200.306, including that the costs must meet the same requirements of allowability as apply to HMEP funds. Recipients are required to maintain documentation of how the matching requirements have been met. This documentation will be reviewed during PHMSA's regular monitoring schedule of grants. A lack of documentation for the statutory requirements may result in the Recipient being designated high risk, placed on a corrective action plan, or the recovery of disallowed costs. Federal funds may be expended before non-Federal matching funds, provided that total program costs at completion of the program year reflect the 80 percent Federal/20 percent non-Federal allocation of costs. The matching requirement is in addition to the maintenance of effort required of Recipients of HMEP awards under 49 U.S.C. §5116(a)(2)(A) and (b)(2)(A) and 49 CFR §110.30(b) (2) and (c)(2).

12. In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

13. In accordance with Executive Order, 13513, recipients, subrecipients, and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Federal Government.

14. Under the Paperwork Reduction Act (PRA), if a Recipient collects the same information from 10 or more respondents as part of carrying out this award, the Recipient is prohibited from representing to its respondents that information is being collected for, or in association with, the Federal government unless the Recipient is conducting the collection of information at the specific request of the agency; or the terms and conditions of the grant require specific approval by the agency of the collection of information or collection procedures. In those cases, the OMB PRA clearance procedures contained in 5 CFR part 1320 must be followed. However, nothing in this award requires Recipients to collect information on PHMSA's behalf or to obtain PHMSA approval of any information collection a Recipient might deem necessary under this award.

15. The U.S. DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is: DOT Inspector General, 1200 New Jersey Avenue, SE West Bldg. 7th Floor, Washington, DC 20590; Phone: 1.800-424-9071; Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov); Web: <http://www.oig.dot.gov/Hotline>.



By signing this Assurance, the Grantee also agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Pipeline and Hazardous Materials Safety Administration access to records, accounts, documents, information, facilities and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Pipeline and Hazardous Materials Safety Administration. You must keep records, reports, and submit the material for review upon request to the Pipeline and Hazardous Materials Safety Administration, or its designee in a timely, complete and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Grantee give this Assurance in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Hazardous Materials Emergency Preparedness Grant Program. This Assurance is binding on Grantee, other recipients, subrecipients, subgrantees, contractor, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the Hazardous Materials Emergency Preparedness Grant Program.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

#### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

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, Pipeline and Hazardous Materials Safety Administration, as they may be amended from time to time, which are herein incorporated by reference and make 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 Append B of 49 CFR Part 21 (Including Modal Operating Administration specific program requirements).

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 Regulations relative to non-discrimination on the grounds of race, color or national origin. (Including Modal Operating Administration specific program requirements).

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 or the Pipeline and Hazardous Materials Safety Administration, 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 or the Pipeline and Hazardous Materials Safety Administration 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 or the Pipeline Hazardous Materials Safety Administration 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.

#### Appendix B Clauses for Deeds Transferring United States Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the (Title of Recipient) will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations of the Administration (Name of Appropriate Program), and the policies and procedures prescribed by the Pipeline and Hazardous Materials Safety Administration of the U.S. Department of Transportation in accordance and compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC sections 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Title of Recipient) all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (Title of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on (Title of Recipient), its successors and assigns.

The (Title of Recipient), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the (Title of Recipient) will use the lands and interest in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to such and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interested existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Appendix C  
Clauses for the Transfer of Real Property Acquired or Improved  
Under the Activity, Facility or Program

The following clauses will be added in deeds, leases, permits, or similar instruments entered into by the (Title of Recipient) pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, Permittee, etc. as appropriate) for himself/herself, his/her heirs, person representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, Permittee, etc.) will maintain and operate such facilities and services in compliance will all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc. in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (Title of Recipient) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Recipient) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to

make clear the purpose of Title VI.)

#### Appendix D

##### Clauses for the Construction of Real Property Acquired or Improved Under the Activity, Facility or Program

The following clauses will be added in deeds, leases, permits, or similar instruments entered into by the (Title of Recipient) pursuant to the provisions of Assurance 7(b):

A. The (grantee, lessee, Permittee, etc. as appropriate) for himself/herself, his/her heirs, person representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land" that (1) no person on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the grounds or race, color, or national origin, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, Permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and the Regulations, as amended, set forth in this Assurance.

B. With respect to licenses, leases, permits, etc. in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (Title of Recipient) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Recipient) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

#### Appendix E

During the performance of this contract, the contractor, 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:

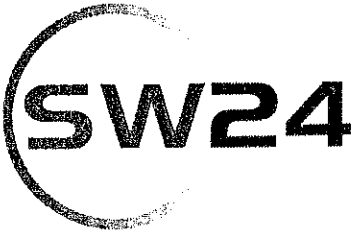
- Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;
- Federal-Aid Highway Act of 1973 (23 USC section 324 et seq.), which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 USC §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 USC §6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement act of 1982 (49 USC section 471, section 47123), as amended which 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 §504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program 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 prohibits 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 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Federal Aviation's Non-discrimination statute (49 USC section 47123) which 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 nondiscrimination 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 (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations for persons with 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 discrimination because of sex in education programs or activities (20 USC §1681 et seq.)

Revised 4/16

Certified by - Timothy Hajec on 04/28/2022



**SECUREWATCH 24**

April 22, 2022

Ballston Spa Police Dept.  
30 Bath St.  
Ballston Spa, New York 12020

Att: P.O. Timothy Hajec

This is a Budgetary quote for the (3) three AutoVu (2) two Camera LPR systems that you requested.

**PROJECT OVERVIEW:** This is to be installed as a PERMANENT unit to the Light Bar of a 2020 or 2021 Ford Explorer Interceptor SUV

**NOTE:** These will be an add-ons to the Troy Regional Server. System ID # GSC-130427-383581.

TRAINER	- LPR On-Site Training - 4 Hours @ \$125.00 Per Hour (Region 5 Labor Rates)	- \$ 500.00
ADV-LPR-M-1Y	- (3) Genetec Advantage for 1 AutoVu Mobile system connection to Security Center for 1 year @ \$187.00 per year per LPR system (NOTE: This is an ANNUAL FEE.) (NOTE: ALL ADV's in the server must expire on the same date which is 5/31/23.) (NOTE: This is the ADV for the NEW LPR unit In this quote.) (Line # 52,323)	- 561.00

AU-K-P2X1S-BASE	- (3) AutoVu Sharp X DUAL Base Kit which includes X1S processing unit, wiring, GPS, in-vehicle mapping and in-vehicle Patroller license @ \$6,339.30 each (Line # 53,065)	- 19,017.90
AU-XS-XGA-B25850	- (3) BLACK AutoVu Sharp X Cameras XGA 25mm lens and 850nm illuminator @ \$3,272.50 each (Line # 53,401)	- 9,817.50
AU-XS-XGA-B12850	- (3) BLACK AutoVu Sharp X Cameras VGA 12mm lens and 850 illuminator @ \$3,272.50 each (Line # 53,389)	- 9,817.50
AU-H-XMNT-CAMLB-B	- (6) Mobile Sharp X Code 3/Whelen light bar mounting brackets in BLACK @ \$205.70 each (Line # 52,947)	- 1,234.20
CCTV/Surveillance System – Technician On-Site Region 5	- Individual employed by the Contractor or Subcontractor who Starts-Up, Commissions, Programs, Integrates, and Maintains (both Preventative and Remedial Maintenance) 48 Hours @ \$125.00 per hour (Region 4 Labor Rates)	- 6,000.00
TOTAL COST (Not Including Sales Tax if applicable or Shipping)		= \$46,948.10

- This cost includes a 1 year Return and Repair Hardware Warranty for the LPR systems.
- MS SQL Sequel Server Express is included.
- In-vehicle PC is required to run the Patroller software and is being supplied by the Ballston Spa Police Dept.
- AirCard is needed for the in-vehicle computer and will be supplied by the customer from a carrier of their choice.
- Server is required to operate the Security Center software and the software is already installed in the Troy Regional Server.

This is a Budgetary quote is subject to the Terms and Conditions established under the NYS OGS Centralized Purchasing Contract – Group # 77210 – Award # 23150 – Contract # PC 68857 – SecureWatch 24, LLC.

If you wish to make the purchase please let me know and I will e-mail a final proposal back to you.

#### SW 24 GUIDELINES FOR A MOBILE LPR INSTALLATION

- 1.) Upon an agreement that the Customer will be purchasing an LPR unit from SW 24 – the customer will be sent a Questionnaire for a Mobile LPR installation. This Questionnaire contains and will answer the following information:
  - a.) It will designate a point of contact for the installation
  - b.) It will list the information for the IT Contact for the customer
  - c.) It will list the location of the installation
  - d.) It will list the hours of the day that the install can take place
  - e.) It will list all the IP addresses that are needed for the install if needed
  - f.) It will list the already established server that the LPR will be connected to OR it will ask the required information needed to set up the server for the customer
- 2.) The customer will fill out the Questionnaire to the best of their ability and send it back to the Point of Contact for SW 24 to be reviewed
- 3.) If the form is not filled out completely or some information contained in the questionnaire results in a question SW 24 will reach out to clarify the information, question or issue

- 4.) By already having the contact information for the IT person the SW 24 Technician can reach out to the IT person and arrange to remote install if possible (with internet access) the software on the Mobile Data Computer in the vehicle as well as the desktop stations within in the building.
- 5.) In the case, if there is no internet available the installation of the software will be done at the location at the time of the install
- 6.) The customer will supply a location for the installation if needed out of the elements of the weather in case of inclement weather
- 7.) The customer will supply a vehicle to be used for the installation of the LPR system
- 8.) The vehicle will be installed with a Mobile Data Computer prior to the arrival of the SW 24 Technician unless the installation includes a computer with the LPR system
- 9.) The customer will supply an Air Card from the cellular carrier of their choice for the network connection back to the server
- 10.) The SW 24 Technician will do the installation of the vehicle which contains the wiring of the vehicle, the installation of the software on the Mobile Data Computer in the vehicle (unless this was done remotely prior to SW 24 being on-site) and the aiming of the LPR cameras.
- 11.) The SW 24 Technician will install the Security Center software on the desktop computers (up to 3) within the customer's location if not already installed previously
- 12.) The IT person will be available at the time of the installation in person or by phone to assist the SW 24 Technician to gain access to the network to complete the install
- 13.) Upon completion of the physical install the SW 24 Technician will train the officers or people in the operation of the Mobile LPR unit for whoever is present using the Train the Trainer method.



- 14.) After the training of the operators of the Mobile LPR unit the SW 24 Technician will train the supervisors or investigators on the use of Security Center, how to do searches for vehicles, how to run reports, etc. on a Train the Trainer method.

**SCOPE OF WORK:**

- 1.) These will be the first LPR units for this customer.
- 2.) SecureWatch 24 (SW 24) will install the LPR cameras using the Light Bar Mounts in BLACK to the light bars of a 2020 or 2021 Ford Explorer Interceptor SUV
- 3.) SW 24 will install the processor in the rear of the vehicle with the supplied mounting bracket and install it with permanent power
- 4.) SW 24 will run the Ethernet cable from the processor in the rear of the vehicle to the MDT/computer which is mounted in the front of the vehicle
- 5.) SW 24 will plug the USB GPS in the supplied MDT/computer and mount it in the front windshield area of the vehicle
- 6.) SW 24 will install the Patroller software on the MDT/computer in the vehicle
- 7.) SW 24 will aim and configure the LPR cameras
- 8.) The SW 24 technician will test drive the vehicle to make sure the cameras are properly aligned and aimed and reading and capturing license plates correctly
- 9.) The SW 24 technician will make sure the vehicle is communicating with the server
- 10.) SW 24 will update the Security Center software on the desktops within the PD if needed
- 11.) SW 24 will train the operators on the use of the LPR vehicle using the Train the Trainer practice

12.) SW 24 will train the supervisors/investigators on the use of Security Center

Thank you for allowing me to prepare this quote for you and if you have any questions please feel free to contact me and my contact information is listed below.

Prepared by:

Patrick O. Fox  
National Sales Director  
LPR & Law Enforcement Operations  
Cell # (518) 469-9201  
E-mail – [pfox@sw24.com](mailto:pfox@sw24.com)

May 3, 2022

Mayor Frank Rossi, Jr.  
Village of Ballston Spa  
66 Front Street  
Ballston Spa, NY 12020

*Re: Professional Services Proposal  
Hyde Boulevard Traffic Evaluations  
Ballston Spa, Saratoga County, NY*

Dear Mayor Rossi:

Thank you for taking the time to meet with us to discuss the Village's transportation concerns along Hyde Boulevard. From our meeting, we understand the concerns to include high speeds, crosswalks not readily visible, illegal use of Hyde Boulevard by tractor trailers, and the general conflict between vehicles and pedestrians, including seniors and school-aged children, along this corridor.

LaBella Associates is pleased to submit this proposal to study the Village's transportation concerns along Hyde Boulevard. Our approach is to conduct an All-Way stop sign study, prepare concepts to enhance the visibility of crosswalks, investigate speed control options, and review current truck prohibition signing. Options to fund potential improvements will be presented as well. Below is the detailed Scope of Services.

### **Scope of Services**

#### **Task 01 – Traffic Evaluations**

- a. All-Way Stop Control Study – Intersection of Hyde Boulevard at Columbia Avenue.
  - Collect traffic volume and speed data for a weekday period of 48-hours on each approach to the intersection using automatic traffic recorders.
  - Obtain latest 3-year crash history from NYSDOT.
  - Review intersection sight distances.
  - Evaluate All-Way stop control warrant criteria using guidelines in the Manual on Uniform Traffic Control Devices (MUTCD).
- b. Crosswalk Enhancements – Hyde Boulevard crosswalks at Columbia Avenue and Grove Street.
  - Prepare two concepts for each location to enhance the visibility of the existing crosswalks that may include curb bump-outs, pedestrian signs, flashing warning beacons, high-visibility striping, etc.
- c. Speed Reductions
  - Based on the speed data gathered, recommend options to lower the travel speed along Hyde Boulevard.



- d. Truck Exclusion Signing
  - Review existing truck exclusion signing on the approaches to Hyde Boulevard from Malta Avenue and East High Street and recommend additions/updates as necessary.
- e. Cost Estimates and Funding Sources
  - Cost estimates for recommended improvements in Task 01 will be prepared. Potential funding sources will be presented.
- f. Documentation
  - A draft letter report will be prepared and submitted to the Village for review. The report will include a description of analysis methodology, results of evaluations, and recommendations. After addressing Client comments, a final report will be provided as an electronic pdf version.

### **Task MT00 — Meetings**

Representatives of LaBella will prepare for and attend meetings with the Village to discuss the results and recommendations of the project. For budgetary purposes, preparation and attendance at one in-person meeting by two people for four hours per meeting is assumed. This time will be billed on a Time and Materials basis in accordance with our Fee Schedule.

### **Task RE00 — Reimbursable Expenses**

This scope of services includes only the cost for the preparation of the work as outlined above and does not include our direct expenses, such as mileage, obtaining crash data, overnight mailings, photocopying, map reproductions, etc. An initial budget of \$100 has been included in the fee summary for reimbursable expenses. Reimbursables will be billed in accordance with the Billing Rate Schedule in effect at the time of incurring the expense.

### **Fee and Schedule**

It is anticipated that the traffic evaluations will begin immediately following your authorization to proceed and a draft findings will be submitted within six-eight weeks of completion of the traffic counts. This schedule is based on currently available information and our resources as of the date of this proposal. Certain aspects of the project that are outside of our control the project schedule may necessitate schedule changes.

LaBella proposes to bill each task as indicated in the following Fee & Time Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Lump Sum tasks will be billed commensurately with the percentage of the task that has been completed. Estimated Time and Materials tasks will be invoiced based on the actual hours incurred in accordance with the Rate Schedule in effect at the time of providing services. A copy of our current Billing Rate Schedule is attached to this proposal.

Reimbursable expenses, which include our direct expenses, such as mileage, overnight mailings, extensive photocopying and map reproductions, will be tracked under Task RE00.



LaBella will make its best effort to complete all of the identified tasks within the overall estimated project budget. It is possible that it will be necessary to exceed these amounts in order to complete the scope of services for the project. We will not exceed the total estimated fee without obtaining written authorization from you.

**Fee and Schedule Summary Table**

Tasks		Fee Estimates		Anticipated Schedule
Task No.	Task Description	Lump Sum	Time & Materials Estimate <sup>(1)</sup>	Task Start/Duration
01	Traffic Evaluations	\$9,800	---	Start: Data collection within 2-3 weeks of authorization <sup>(2)</sup> End: Draft findings/concepts 6-8 weeks from traffic counts
MToo	Meetings	---	\$1,450	---
RE00	Reimbursables	---	\$100	---
<b>Total Estimated Fee Budget</b>		<b>\$11,350</b>		---

- 1 Fees listed for Time and Materials tasks and Reimbursable Expenses are estimates only. LaBella will bill for actual hours and reimbursable expenses incurred. While LaBella will make its best effort to complete each of these tasks within the estimated amounts, it is possible that it will be necessary to exceed these amounts in order to complete the scope of services for each task.
- 2 Task start is based on subcontractor availability for traffic counts.

**Authorization**

Please refer to the Processional Services Agreement dated July 8, 2019, executed by the Village of Ballston Spa and LaBella/Chazen, for the terms and conditions associated with this scope of services.

Please sign, date and return the proposal as our authorization to proceed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

(Please Print)



Thank you, Mayor Rossi, for the opportunity to provide you with this proposal for Traffic Engineering Services related to Hyde Boulevard. If you have any questions or would like additional information, please contact me at 518.266.7347 or [ejohnson@labellapc.com](mailto:ejohnson@labellapc.com).

Sincerely,

A handwritten signature in black ink that reads "Eric P. Johnson". The signature is written in a cursive, flowing style.

Eric Johnson, PE  
Senior Engineer  
Regional Municipal Discipline Leader

cc: Thomas Johnson, PE, PTOE - LaBella



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Village of Ballston Spa, 66 Front St., Ballston Spa, NY 12020 (518) 885-5711

Date: May 4<sup>th</sup>, 2022

The following Department of Public Works equipment is currently getting reviewed and priced out. Each specification of the equipment must compare to the State/County bid in which the Village is utilizing to ease the burden of submitting RFP's.

<b>Equipment:</b>	<b>Price Range:</b>
Dump Truck (Quantity-2)	\$386,000- \$443,900
Vac Truck	\$475,000- \$546,250
Sweeper	\$198,000- \$227,700
Front- End Loader	\$180,000- \$207,000
Pick Up Truck W/ Lift Gate	\$65,000- \$74,750
<b>Total:</b>	<b>\$1,304,000- \$1,499,600</b>

Total application amount for USDA loans not to exceed \$1.5 Million.

## SPECIAL EVENTS NOTIFICATION

- 1) A Special Event Notification must be filled out for any public or private gathering on 500 or more people and less than 5,000 people.
- 2) This is for notification purposes only.
- 3) Authorization will be issued at the time written notice is completed and submitted to The Village of Ballston Spa Clerk's office.
- 4) If event(s) is for more than one scheduled day, a schedule shall be attached to the application. Only one application will be required.
- 5) Any event involving street closures will require Village review prior to approval.

SPECIAL EVENT NOTIFICATION: This notice must include the following information:

- Date of Notice: May 2, 2022
- Date(s) of Event: June 5, 2022
- Event Starting Time (NOT BEFORE 7 a.m.) 2pm
- Event Ending Time (NOT AFTER 12 a.m.) 7pm
- Name of Event: Ken Wooley Fundraiser - End of Life Expenses
- Location of Event: Ribbon Cafe, 11 Prospect Street, Ballston Spa, NY 12020
- Name of Owner of Facilities or Property: Kevin E Myers
- Facilities Manager and contact information: Christine 518-368-8421
- List of roads and routes of travel to event:  
Alley way next to Ribbon and one block of Prospect Street
- If closing roads, attach a map and list locations of traffic controls and detours along with closing and opening time:  
Please see attached
- Name, Title and contact information of person filing application:  
Kevin Myers 518-288-3040 and Christine Pyle 518-368-8421
- If applicant is a Corporation, list name, contact person and their contact information:  
\_\_\_\_\_
- If applicant resides outside of Saratoga County, list name, address and contact info of a person authorized to accept notices issued about this application:  
\_\_\_\_\_
- Name, address, contact info of promoter: \_\_\_\_\_
- Number of people expected to attend event: 100+

SIGNATURE OF PERSON FILLING OUT NOTICE: Kevin Myers

DATE: 05.02.2022



Good morning,

Ribbon Café has been approached to provide an end-of-life expense benefit for Ken Wooley, local fireman and vet. The date they have chosen is June 5, 2022. We would like the Village to consider the following for the event:

- Shut down the alley way next to Ribbon for tents, tables, etc.
- Shut down Prospect Street from the edge of the parking lot to the west of Ribbon to Bathe Street. This would cause no interference for the gas station as entrance from both Prospect Street and Route 50 would still be accessible.
- Traffic flow and additional parking is available at the upper parking lot and traffic could be routed around the block to the parking lot or to gain access to other end of Prospect Street.
- We would like to have the following activities at this event and closing down this small section of Prospect Street would be very helpful:
  - o Fire trucks for the attendees to see and take pictures of
  - o A dunking booth to help raise money
  - o Live music – Jeff Brisbin has offered to donate his talents for the event
  - o BBQ
  - o Vendors for all ages including children’s activities
  - o More to TBD

We understand that all requests have to be approved and do hope you will consider this one. When Front Street is shut down for special events it doesn’t appear to cause any issue and this would be the same type of activities/event with the only difference it’s a fundraiser to help a local family in their time of need.

If you have any questions or additional information is needed, please do not hesitate to reach out to me:

Thank you

Christine Pyle

518-368-8421

Traffic can be  
routed up or 50 or  
down - around  
block to parking lot  
on Bath Street.

Factory

Prospect Street

Close this section  
- only - alleyway

from back parking Prospect  
behind Ribbon to  
Street.

Parking  
lot

Bath Street

Alley

Ribbon

Parking

**From:** Albany Secretaries <albanysecretaries@fox-pest.com>

**Sent:** Friday, April 22, 2022 6:08 PM

**To:** Village Clerk <villageclerk@villageofballstonspa.org>

**Subject:** Fox Pest Control Peddler Permit Applications

Hello Teri,

We recently mailed you some applications for permits to sell in the Village of Ballston Spa, and we were wondering if you were in reception of them, and if so, how long the application process might take and how much you need a check for in order to pay for the permits?

Thank you so much for your time,  
Brinley Gibby  
Fox Pest Control

# Eagle - Matt Lee Fire Company #1

Organized 1816

John J. Morrissey, Recording Secretary

P.O. Box 4  
Ballston Spa, NY 12020

May 2nd. 2022.


The Board of Trustees of  
The Village of Ballston Spa NY

Honorable Trustees;

At the May meeting of Eagle - Matt Lee Fire Co.#1, held on Monday, May 2nd, permission was granted to F/F Ryan Dreher to hold a private party at the Fire House. The date and time of the party is Sunday, May 15th. from 12:00 PM to 4:00 PM.

Thank you for your consideration.

Respectfully,

  
John J. Morrissey  
Secretary

Budget Transfer

FY2022

To Account	Description	Amount	From Account	Description	Amount
5/9/2022 A -1010-004-06	Board of Trustees CE - Other	\$ 245.00	A -1210-004-06	Mayor CE - Other	\$ (245.00) NYCOM Training
A -1210-004-06	Mayor CE - Other	\$ 2,000.00	A -1920-004-00	Municipal Association Dues CE	\$ (2,000.00) E-Code Update/ Codebook
A -1230-004-00	Municipal Executive- CE	\$ 75.00	A -1210-004-06	Mayor CE - Other	\$ (75.00) Mileage Reimbursement
A -1640-004-01	Central Garage CE - Utilities	\$ 2,000.00	A -1640-002-00	Central Garage EQ	\$ (2,000.00) INC Utility Budget
A -1640-004-05	Central Garage CE - Supplies	\$ 2,000.00	A -1640-002-00	Central Garage EQ	\$ (2,000.00) INC Supply Budget
A -3620-004-05	Safety Inspection CE - Supplies	\$ 500.00	A -3620-001-00	Safety Inspection PS	\$ (500.00) Part for Broken Copier
A -1990-004-00	Contingency Account CE	\$ 53,327.55	A -3501-000-00	State Aid, Consolidated Highway Aid	\$ 53,327.55 Refund Contingency for paving due to NYS increasing paving budget/reimbursement

We hereby certify that the vouchers listed on this abstract for this period consisting of these attached pages were audited and allowed in the amounts shown. Authorization is hereby given and direction is made to pay each of the claimants the amount opposite his or her name.

May 9, 2022

\_\_\_\_\_ Mayor

\_\_\_\_\_ Trustee

\_\_\_\_\_ Trustee

\_\_\_\_\_ Trustee

\_\_\_\_\_ Trustee

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract	PO Type	Acct Type	Description	Stat/Chk	First Rcvd Enc Date	Date	Chk/Void Invoice
22-00422	08/05/21	ROZ	ROZELL INDUSTRIES							R	08/05/21	05/04/22	4.25.22
1	Lowell St Pump Replacement		108,282.00	H	-8340-004-00				E Transmission/Distribution				
22-01108	11/17/21	THE DAILY GAZETTE								R	11/17/21	05/04/22	2451897
1	11.19.21 SPECIAL MEETING AD		8.88	A	-1010-004-06				E Board of Trustees CE - Other				
22-01570	02/09/22	CURTIS LUMBER COMPANY, INC.								R	02/09/22	05/04/22	2202-286160
1	3 DISPOSABLE PAIL LINERS		14.97	H	-1460-004-00				E Records Mgmt CE				
22-01574	02/10/22	HOMED50 HOME DEPOT CREDIT SERVICES								R	02/10/22	04/28/22	6073563
1	STORAGE TOOL ORGANIZER		87.83	A	-8340-004-05				E Transmission & Distribution - CE - Suppl				
22-01582	02/15/22	HOMED50 HOME DEPOT CREDIT SERVICES								R	02/15/22	04/28/22	4902066
1	BLINDS		959.14	H	-1460-004-00				E Records Mgmt CE				
22-01584	02/16/22	SOUTHERN ADIRONDACK LIBRARY SY								R	05/03/22	05/04/22	10444
2	JA-RECEIPT MACHINE PRINTER		313.99	L	-7410-004-05				E Library CE - Supplies				
22-01695	03/09/22	HOMED50 HOME DEPOT CREDIT SERVICES								R	03/09/22	04/28/22	9171264
1	SHOP VAC FILTERS		21.37	A	-5110-004-05				E Street Administration CE - Supplies				
22-01834	03/24/22	HOMED50 HOME DEPOT CREDIT SERVICES								R	03/24/22	04/28/22	4021752
1	BLACK IRON PIPE-HANDRAIL		68.90	H	-1460-004-00				E Records Mgmt CE				
22-01894	03/31/22	ALBANY FIRE EXTINGUISHER								R	03/31/22	05/04/22	167402
1	3 FIRE EXTINGUISHER		304.05	L	-7410-004-05				E Library CE - Supplies				
22-01957	04/07/22	WIDMER TIME RECORDER CO. INC.								R	04/07/22	04/28/22	00240937
1	TIME/DATE STAMP REPAIR		365.91	A	-1325-004-00				E Treasurer CE				
22-01968	04/11/22	SLACK CHEMICAL COMPANY								R	04/11/22	05/04/22	437174
1	5CYLS CHLOR,5DRUMS PHOS,8DRELO		5,163.68	A	-8340-004-05				E Transmission & Distribution - CE - Suppl				

P.O. Type: All  
 Range: First to Last  
 Format: Detail without Line Item Notes  
 Include Non-Budgeted: Y  
 First Enc Date Range: 06/01/20 to 05/31/22  
 Prior Year Only: N  
 Open: N Paid: N Void: N  
 Rcvd: Y Held: N Aprv: N  
 Bid: Y State: Y Other: Y Exempt: Y  
 \* Means Prior Year Line

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract	PO Type	Stat/Chk	First Rcvd	Enc Date	Chk/Void	Invoice
						Acct Type	Description		Date	Date	Date	
22-01977	04/11/22	ALLERD20 ALLERDICE BUILDING SUPPLY, INC	1 KEYS	9.95	A -1110-004-05	E	Justices CE - Supplies	R	04/11/22	05/04/22		2204-209161
22-01981	04/13/22	PALLET50 PALLETTE STONE CORPORATION	1 2 TONS BLACK TOP FOR POTHLES	134.93	A -5110-004-04	E	Street Administration CE - Repairs & Mai	R	04/13/22	05/04/22		227290
22-01983	04/15/22	GALLSI50 GALL'S, INC.	1 UNIFORM	565.77	A -3120-004-08	E	Police CE - Uniforms	R	04/15/22	04/28/22		20654300
22-01984	04/01/22	CEN	1 BOOKS	94.68	L -7410-004-05	E	Library CE - Supplies	R	04/01/22	04/28/22		1921670
22-01985	04/11/22	SOUTHE40 SOUTHERN ADIRONDACK LIBRARY SV	1 JOINT AUTOMATION PROJECT	789.76	L -7410-004-06	E	Library CE - Other	R	04/11/22	04/28/22		2022-3 BAL
22-01988	04/18/22	AMAZ0005 Amazon Business	1 TONER	19.99	A -3620-004-05	E	Safety Inspection CE - Supplies	R	04/18/22	05/04/22		1JFC-VY74-X1NG
			2 2 PHONE MSG BOOKS	18.66	A -1410-004-00	E	Village Clerk CE - Contracts	R	04/18/22	05/04/22		1JFC-VY74-X1NG
			3 1 PACK LEGAL PADS	26.98	A -1410-004-00	E	Village Clerk CE - Contracts	R	05/02/22	05/04/22		1JFC-VY74-X1NG
				65.63								
22-02019	04/01/22	JOSEPH77 JOSEPH P. MANGIONE, INC	1 OPEN LOCKED SAFE	285.00	A -3410-004-04	E	Fire Chiefs CE - Repairs & Maint.	R	04/01/22	05/04/22		515429-01
22-02020	04/07/22	TIMENA50 TIME WARNER CABLE	1 INTERNET SERVICE	204.98	A -3412-004-02	E	Union Fire Dept CE - Phone & Internet	R	04/07/22	05/04/22		131088001040722
22-02023	04/01/22	NETGUSTICS, INC.	1 XBLUJ 2020 REFURB HANDSET	515.00	A -3120-004-05	E	Police CE - Supplies	R	04/01/22	04/28/22		18229
22-02024	04/21/22	[REDACTED]	1 COPY REIMBURSEMENT	650.00	A -9060-008-00	E	Medical Insurance (Village Share)	EB	04/21/22	04/21/22		4.20.22 VISIT
22-02026	04/01/22	CHAZ	1 ROWLAND ST	4,983.45	TA-0030-000-00	E	Guarantee and Bid Deposits	R	04/01/22	04/28/22		0161830
22-02027	04/01/22	CHAZ	1 AWOR	817.75	A -8340-004-06	E	Transmission & Distribution - CE - Other	R	04/01/22	04/28/22		0161833









PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract	PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Enc Date	Chk/Void Date	Invoice
22-02080	04/22/22	NATION30 NATIONAL GRID #23730-27002	1 ELEC-SCHOOL ZONE-THOMPSON	23.96	A -5110-004-01	E Street Administration CE - Utilities	R		R	04/22/22	05/04/22	4.22.22	
22-02081	04/22/22	NATION26 NATIONAL GRID #22302-11106	1 ELECTRIC-WISWALL PARK	23.03	A -7110-004-01	E PARKS - Wiswall & Iron Spring CE - UTILI	R		R	04/22/22	05/04/22	4.22.22	
22-02082	04/22/22	NATION24 NATIONAL GRID #07902-11102	1 ELECTRIC-WISWALL PARK	26.51	A -7110-004-01	E PARKS - Wiswall & Iron Spring CE - UTILI	R		R	04/22/22	05/04/22	4.22.22	
22-02083	04/22/22	NATION16 NATIONAL GRID #04680-43012	1 ELEC-WALTA AVE SIGN-SCHOOLZONE	19.32	A -5110-004-01	E Street Administration CE - Utilities	R		R	05/03/22	05/04/22	4.22.22	
22-02084	04/22/22	NATION18 NATIONAL GRID #05150-26007	1 ELECTRIC-FRONT ST-STREET LIGHT	58.20	A -5182-004-00	E Street Lighting CE	R		R	04/22/22	05/04/22	4.22.22	
22-02085	04/25/22	NATION46 NATIONAL GRID #70081-15023	1 ELEC-199 ROWLAND ST PUMP	669.24	A -8340-004-01	E Transmission & Distribution - CE - Utili	R		R	04/25/22	05/04/22	4.25.22	
22-02087	05/03/22	CNAENW50 PACE ANALYTICAL SERVICE, LLC	1 APRIL 2022 TOTAL COLIFORM	190.68	A -8340-004-05	E Transmission & Distribution - CE - Suppl	R		R	05/03/22	05/04/22	APRIL 2022	
22-02088	05/02/22	KAYEL005 KAYE, LORA	1 UTIL PYMT PAID TO VOB IN ERROR	56.85	A -1325-004-00	E Treasurer CE	R		R	05/02/22	05/04/22	REF 34558796	
22-02089	04/30/22	SARA5 SARATOGA AUTO SUPPLY	1 DUCT TAPE	12.49	A -3120-004-05	E Police CE - Supplies	R		R	04/30/22	05/04/22	852288	
22-02090	05/02/22	CURTIS50 CURTIS LUMBER COMPANY, INC.	1 3" XT EXT DECK SCREWS	24.58	A -1110-004-05	E Justices CE - Supplies	R		R	05/02/22	05/04/22	2205-245547	
22-02091	05/03/22	[REDACTED]	1 MEDICAL REIMBURSEMENT	400.00	A -9060-008-00	E Medical Insurance (Village Share)	EB		R	05/03/22	05/04/22	3.17.22	
22-02092	04/29/22	ADP11005 ADP LLC	1 WE 4-23-22	144.65	A -1325-004-00	E Treasurer CE	R		R	04/29/22	05/04/22	605020725	
22-02093	04/30/22	KANO KANOPY INC	1 VIDEO STREAMING SERVICE	128.00	L -7410-004-05	E Library CE - Supplies	R		R	04/30/22	05/04/22	295638-PPU	

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice
22-02094	05/01/22	TOWNOF16 TOWN OF BALLSTON	1 1/3 WELLNESS CARE	44.80	A -5680-004-00	E	Transportation (Shuttle Bus)	R	05/01/22	05/04/22		APRIL 2022
22-02095	04/01/22	TIMENA50 TIME WARNER CABLE	1 INTERNET SERVICE	84.95	A -1620-004-02	E	Shared Services CE -Front-Phone/Internet	R	04/01/22	05/04/22		012705501040122
			2 INTERNET SERVICE	84.95	A -8340-004-02	E	Transmission & Distribution - CE - Phone	R	04/01/22	05/04/22		012705501040122
			3 INTERNET SERVICE	134.98	A -3120-004-02	E	Police CE - Phone & Internet	R	04/01/22	05/04/22		012705501040122
			4 INTERNET SERVICE	84.95	A -3411-004-02	E	E.M.L. Fire Dept CE - Phone & Internet	R	04/01/22	05/04/22		012705501040122
			5 INTERNET SERVICE	89.98	A -1640-004-02	E	Central Garage CE - Phone & Internet	R	04/01/22	05/04/22		012705501040122
				479.81								
22-02096	05/03/22	[REDACTED]	1 MEDICAL REIMBURSEMENT	40.00	A -9060-008-00	E	Medical Insurance (Village Share)	EB R	05/03/22	05/04/22		3.23.22
22-02097	04/27/22	NYSCON50 NYS CONFERENCE OF MAYORS	1 MAYOR-ANNUAL MEETING	220.00	A -1210-004-06	E	Mayor CE - Other	R	04/27/22	05/04/22		MAYOR 2022
22-02098	04/23/22	TMOBI005 T-MOBILE	1 WIFI/HOTSPOT	28.70	L -7410-004-02	E	Library CE - Phone & Internet	R	04/23/22	05/04/22		4.23.22
22-02099	04/28/22	SPRINT	1 CELL PHONES	251.60	A -3120-004-02	E	Police CE - Phone & Internet	R	04/28/22	05/04/22		155060087-241
			2 CELL PHONES	100.64	A -3620-004-02	E	Safety Inspectors CE - Phone & Internet	R	04/28/22	05/04/22		155060087-241
			3 CELL PHONES	50.32	A -3413-004-02	E	Fire Police CE- Phone & Internet	R	04/28/22	05/04/22		155060087-241
			4 CELL PHONES	113.64	A -5110-004-02	E	Street Administration CE - Phone & Inter	R	04/28/22	05/04/22		155060087-241
			5 CELL PHONES	51.86	A -8340-004-02	E	Transmission & Distribution - CE - Phone	R	04/28/22	05/04/22		155060087-241
			6 CELL PHONES	50.32	A -1410-004-00	E	Village Clerk CE - Contracts	R	04/28/22	05/04/22		155060087-241
			7 CELL PHONES	50.32	A -8340-004-02	E	Transmission & Distribution - CE - Phone	R	04/28/22	05/04/22		155060087-241
				668.70								
22-02100	05/04/22	BASKI005 BASKIN, BENJAMIN	1 NYCOW CONFERENCE REIMBURSEMENT	195.00	A -1010-004-06	E	Board of Trustees CE - Other	R	05/04/22	05/04/22		2022 CONFERENCE
22-02101	05/04/22	[REDACTED]	1 MEDICAL REIMBURSEMENT	400.00	A -9060-008-00	E	Medical Insurance (Village Share)	EB R	05/04/22	05/04/22		5.3.22
22-02102	04/24/22	VERIZON WIRELESS	1 WIFI FOR IPADS	129.06	A -3411-004-02	E	E.M.L. Fire Dept CE - Phone & Internet	R	04/24/22	05/04/22		9904973902
			2 WIFI FOR IPADS	86.03	A -3412-004-02	E	Union Fire Dept CE - Phone & Internet	R	04/24/22	05/04/22		9904973902

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice
22-02102	04/24/22	VERIZON WIRELESS	3 WIFI FOR IPADS	43.02	A -3410-004-02	E	Fire Chiefs CE - Phone & Internet	R	04/24/22	05/04/22		9904973902
				258.11	Continued							
22-02103	05/04/22	CURTIS50 CURTIS LUMBER COMPANY, INC.	1 MAILBOX, MAILBOX POST	56.98	A -5110-004-04	E	Street Administration CE - Repairs & Mai	R	05/04/22	05/04/22		2205-257841
22-02104	04/22/22	EFPR SOLUTIONS	1 APRIL ACCOUNTING SERVICE	2,231.00	A -1325-004-00	E	Treasurer CE	R	04/22/22	05/04/22		320984
22-02106	04/27/22	NYS CON50 NYS CONFERENCE OF MAYORS	1 VANDEINSE BOOTCAMP WEBINAR	50.00	A -1010-004-06	E	Board of Trustees CE - Other	R	04/27/22	05/04/22		12360
22-02107	05/04/22	MOSKOWITZ, JENNIFER	1 MILEAGE REIMBURSEMENT	41.53	A -1230-004-00	E	Municipal Executive- CE	R	05/04/22	05/04/22		4/1,5,6/22

Total Purchase Orders: 86 Total P.O. Line Items: 103 Total List Amount: 144,798.69 Total Void Amount: 0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	2-A	26,346.61	0.00	0.00	26,346.61
sewer reTevy	2-G	255.57	0.00	0.00	255.57
CAPITAL PROJECTS FUND	2-H	109,377.00	0.00	0.00	109,377.00
PUBLIC LIBRARY FUND	2-L	3,121.45	0.00	0.00	3,121.45
Year Total:		139,100.63	0.00	0.00	139,100.63
	X-TA	5,698.06	0.00	0.00	5,698.06
Total of All Funds:		144,798.69	0.00	0.00	144,798.69

Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	A	26,346.61	0.00	0.00	26,346.61
sewer re/levy	G	255.57	0.00	0.00	255.57
CAPITAL PROJECTS FUND	H	109,377.00	0.00	0.00	109,377.00
PUBLIC LIBRARY FUND	L	3,121.45	0.00	0.00	3,121.45
	TA	5,698.06	0.00	0.00	5,698.06
Total of All Funds:		<u>144,798.69</u>	<u>0.00</u>	<u>0.00</u>	<u>144,798.69</u>



Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	2-A	26,346.61	0.00	0.00	0.00	26,346.61
sewer reley	2-G	255.57	0.00	0.00	0.00	255.57
CAPITAL PROJECTS FUND	2-H	109,377.00	0.00	0.00	0.00	109,377.00
PUBLIC LIBRARY FUND	2-L	3,121.45	0.00	0.00	0.00	3,121.45
Year Total:		139,100.63	0.00	0.00	0.00	139,100.63
	X-TA	5,698.06	0.00	0.00	0.00	5,698.06
Total of All Funds:		144,798.69	0.00	0.00	0.00	144,798.69

## Village Clerk

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**From:** gary dale <grd5851@hotmail.com>  
**Sent:** Tuesday, May 3, 2022 1:16 PM  
**To:** Village Clerk  
**Subject:** FW: Scout Troop 1 - Request to use Old Iron Springs

Hello,

I am writing on behalf of BSA Troop 1 (chartered by the United Methodist Church) to inquire if the Troop could hold a Court of Honor ceremony at the Old Iron Springs on June 5<sup>th</sup> from 6 to 8 PM. If the weather is poor then we will not hold the event at the park. The COH typically has about 50 people in attendance. On the stage we would have our flags, a podium and table. Attendees would be asked to bring their own chairs to sit in.

If the Old Iron Springs is available, please let me know if the Troop needs to complete any applications and/or provide any proof of insurance.

Thank you,  
Gary Dale  
Troop 1 Committee Member

**From: Gary Dale**