

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.

December 12, 2022

Mayor

Trustee

Trustee

Trustee

Trustee

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	PO Type	Contract Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice
23-01164	11/17/22	NATION12	NATIONAL GRID #01688-15101	23.46	A -1621-004-01	E	Municipal Bldg CE	- 30 Bath St Utilities	R	11/17/22	12/05/22	11-17-22	
23-01174	11/18/22	DIV	DIVAL SAFETY EQUIPMENT, INC	2,851.20	A -3410-004-05	E	Fire Chiefs CE	- Supplies	R	11/18/22	11/18/22		
23-01176	11/18/22	HLG	HL GAGE SALES, INC.	115.61	A -1640-004-05	E	Central Garage CE	- Supplies	R	11/18/22	12/07/22		01P82600
23-01184	11/21/22	CURTIS50	CURTIS LUMBER COMPANY, INC.	20.58	A -5110-004-05	E	Street Administration CE	- Supplies	R	11/21/22	12/05/22		
23-01202	11/23/22	MATTHE50	MATTHEW BENDER & CO., INC.	91.20	A -1110-004-05	E	Justices CE	- Supplies	R	11/23/22	12/05/22		34047239
23-01203	11/23/22	KILLER50	KILLERGRAFLX	850.00	A -3410-002-00	E	Fire Chiefs EQ		R	11/23/22	11/23/22		
23-01204	11/23/22	CHAZ	LABELLA ASSOCIATES, DPC	369.20	A -8340-004-20	E	Transmission & Distribution	- CE - Speci	R	11/23/22	12/05/22		174526
				92.30	A -5110-004-04	E	Street Administration CE	- Repairs & Mai	R	11/23/22	12/05/22		174526
				92.30	G -8120-004-06	E	Sanitary Sewers CE	- Others	R	11/23/22	12/05/22		174526
				738.40	A -8340-004-20	E	Transmission & Distribution	- CE - Speci	R	11/23/22	12/05/22		174526
				127.85	G -8140-004-06	E	Storm Sewer Drainage CE	- Others	R	11/23/22	12/05/22		174526
				81.96	A -8340-004-20	E	Transmission & Distribution	- CE - Speci	R	11/23/22	12/05/22		174526
				863.71	A -8340-004-20	E	Transmission & Distribution	- CE - Speci	R	11/23/22	12/05/22		174526
				68.83	G -8120-004-06	E	Sanitary Sewers CE	- Others	R	11/23/22	12/05/22		174526
				1,551.20	A -8340-004-20	E	Transmission & Distribution	- CE - Speci	R	11/23/22	12/05/22		174526
				37.50	A -1440-004-00	E	Engineering	- CE	R	11/23/22	12/05/22		174526
				4,023.25									
23-01211	11/30/22	CRIS	Crisafulli Bros	520.06	A -3120-004-04	E	Police CE	- Repairs & Maint.	R	11/30/22	12/05/22		187006
23-01212	11/30/22	TMOBI005	T-MOBILE	57.40	L -7410-004-02	E	Library CE	- Phone & Internet	R	11/30/22	12/05/22		
23-01213	11/30/22	WELLSFF	WELLS FARGO VENDOR FIN SERV	214.70	A -1110-004-00	E	Justices CE	- Contracts	R	11/30/22	12/06/22		5022747776

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	PO Type	Contract Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-01226	11/30/22	NATIONA66	NATIONAL GRID #05290-90006 1 electric	40.83	A -3120-004-00	E	Police CE - Contracts		R	11/30/22	12/05/22	11-30-22	11-30-22
23-01227	11/30/22	NATION18	NATIONAL GRID #05150-26007 1 electric	62.43	A -5182-004-00	E	Street Lighting CE		R	11/30/22	12/05/22	11-30-22	11-30-22
23-01228	11/30/22	NATION44	NATIONAL GRID #58830-37004 1 electric	23.54	A -5110-004-00	E	Street Administration CE - Contracts		R	11/30/22	12/05/22	11-30-22	11-30-22
23-01229	11/30/22	NATION48	NATIONAL GRID #77952-17101 1 electric	383.93	A -3411-004-00	E	E.M.L. Fire Dept CE - Contracts		R	11/30/22	12/05/22	11-30-22	11-30-22
23-01230	11/30/22	NATION50	NATIONAL GRID #80502-10107 1 electric and gas	159.17	A -1620-004-00	E	Shared Services CE - 66 Front-Contracts		R	11/30/22	12/05/22	11-30-22	11-30-22
23-01231	11/30/22	NATION58	NATIONAL GRID #86140-11100 1 electric and gas	486.05	L -7410-004-00	E	Library CE - Contracts		R	11/30/22	12/05/22	11-30-22	11-30-22
23-01232	11/30/22	NATION62	NATIONAL GRID #87340-11108 1 Electric	200.36	A -1621-004-01	E	Municipal Bldg CE - 30 Bath St Utilitie		R	11/30/22	12/07/22	11-30-22	11-30-22
23-01233	11/30/22	NATION52	NATIONAL GRID #82302-10105 1 electric	31.79	A -7110-004-04	E	PARKS - wiswall & Iron Spring CE - Repair		R	11/30/22	12/05/22	11-30-22	11-30-22
23-01234	11/30/22	NATION36	NATIONAL GRID #34552-95103 1 master account	5,795.14	A -5182-004-00	E	Street Lighting CE		R	11/30/22	12/05/22	11-30-22	11-30-22
23-01235	11/30/22	NATION33	NATIONAL GRID #27040-07109 1 electric	1,438.79	A -8340-004-00	E	Transmission & Distribution - CE - Contr		R	11/30/22	12/05/22	11-30-22	11-30-22
23-01236	11/30/22	NATION32	NATIONAL GRID #26440-07109 1 Electric and gas	752.83	A -3412-004-04	E	Union fire Dept CE - Repairs & Maint.		R	11/30/22	12/05/22	11-30-22	11-30-22
23-01237	11/30/22	NATION28	NATIONAL GRID #23352-17119 1 Electric	21.02	A -8340-004-01	E	Transmission & Distribution - CE - Utili		R	11/30/22	12/05/22	11-30-22	11-30-22
23-01238	11/30/22	NATION38	NATIONAL GRID #36300-04011 1 Electric	170.57	A -8340-004-04	E	Transmission & Distribution - CE - Repai		R	11/30/22	12/05/22	11-30-22	11-30-22

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	PO Type	Contract Description	Stat/Chk	First Rcvd Enc Date	Chk/Void Date	Invoice
23-01239	11/30/22	NATION46	NATIONAL GRID #70081-15023 1 Electric	550.84	A -8340-004-00	E	Transmission & Distribution - CE - Contr R			11/30/22 12/05/22	11/30/22	11-30-22
23-01240	11/30/22	NATION68	NATIONAL GRID #99114-24102 1 Electric	2,027.15	A -8340-004-00	E	Transmission & Distribution - CE - Contr R			11/30/22 12/05/22	11/30/22	11-30-22
23-01241	11/30/22	NATION70	NATIONAL GRID #99314-24108 1 Electric	1,283.10	A -8340-004-00	E	Transmission & Distribution - CE - Contr R			11/30/22 12/05/22	11/30/22	11-30-22
23-01242	11/30/22	NATION60	NATIONAL GRID #86540-11102 1 Electric	1,005.57	A -1640-004-01	E	Central Garage CE - Utilities	R		11/30/22 12/07/22	11/30/22	11-30-22
23-01243	11/30/22	NATION24	NATIONAL GRID #07902-11102 1 Electric	39.45	A -7110-004-00	E	PARKS - Wiswall & Iron Spring CE - Contr R			11/30/22 12/05/22	11/30/22	11-30-22
23-01244	11/30/22	NATION	NATIONAL GRID #07102-11117 1 electric	43.37	A -7110-004-00	E	PARKS - wiswall & Iron Spring CE - Contr R			11/30/22 12/05/22	11/30/22	11-30-22
23-01245	11/30/22	NATION20	NATIONAL GRID #06650-72006 1 Electric	43.83	A -3120-004-00	E	Police CE - Contracts	R		11/30/22 12/05/22	11/30/22	11-30-22
23-01246	11/30/22	UNITED80	Airgas USA, LLC 1 Cylinder Rental	122.32	A -1640-004-04	E	Central Garage CE - Repair & Maint.	R		11/30/22 12/05/22		9992138379
23-01249	11/30/22	BROOKS, STEVE	1 tool rental inv date 11-15 2 Tool inv date 11/29/22	100.00 100.00	A -5110-004-04 A -5110-004-04	E	Street Administration CE - Repairs & Mai Street Administration CE - Repairs & Mai	R R		11/30/22 12/05/22 12/06/22 12/07/22		11-30-22
23-01250	11/30/22	ALLERDICE BUILDING SUPPLY, INC	1 Brass Nipple	2.19	A -8340-004-04	E	Transmission & Distribution - CE - Repai R			11/30/22 12/05/22		2211-153838
23-01251	11/30/22	NATION	NATIONAL GRID #19782-62011 1 Electric	21.55	A -7110-004-00	E	PARKS - wiswall & Iron Spring CE - Contr R			11/30/22 12/05/22		11-30-22
23-01252	11/30/22	NATION26	NATIONAL GRID #22302-11106 1 Electric	23.39	A -7110-004-00	E	PARKS - wiswall & Iron Spring CE - Contr R			11/30/22 12/05/22		10-30-22

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	PO Type	Contract Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-01284	12/06/22	SLACKS50	SLACK CHEMICAL COMPANY										
		1 Cylinders	5,113.13	A - 8340-004-04	E Transmission & Distribution - CE - Repair	R				12/06/22	12/07/22		447961
		2 Cylinders	687.00	A - 8340-004-04	E Transmission & Distribution - CE - Repair	R				12/06/22	12/07/22		447961
			<u>4,426.13</u>										
23-01285	12/06/22	MACEQUIP	MAC EQUIPMENT										
		1 Hybrid Boom Lift	1,170.00	A - 7550-004-02	E Celebrations CE- Holiday Parade	R				12/06/22	12/07/22		22-17273
23-01287	12/06/22	SHAS	SHERMAN AIR SERVICES										
		1 QUARTERLY AIR TESTING	150.00	A - 3411-004-06	E E.M.L. Fire Dept CE - Other	R				12/06/22	12/07/22		
		2 QUARTERLY AIR TESTING	150.00	A - 3412-004-06	E Union fire dept CE - Other	R				12/06/22	12/07/22		
			<u>300.00</u>										
23-01290	12/06/22	AMAZ005	Amazon Business										
		1	15.99	A - 1640-004-05	E Central Garage CE - Supplies	R				12/06/22	12/07/22		12-6-22
23-01291	12/06/22	BAKERT50	BAKER & TAYLOR										
		1 Books	29.72	L - 7410-004-05	E Library CE - Supplies	R				12/06/22	12/07/22		5018057145
23-01292	12/06/22	KANO	KANOPIY INC										
		1 Play Credits	92.00	L - 7410-004-05	E Library CE - Supplies	R				12/06/22	12/07/22		325169-PPU
23-01293	12/06/22	SOUTHE40	SOUTHERN ADIRONDACK LIBRARY SY										
		1 Office Pro Plus- Languages	242.68	L - 7410-004-06	E Library CE - Other	R				12/06/22	12/07/22		10565
		2 Monthly Fee	789.76	L - 7410-004-06	E Library CE - Other	R				12/06/22	12/07/22		10565
		3 Office Pro Plus- Languages	46.00	L - 7410-004-06	E Library CE - Other	R				12/06/22	12/07/22		10565
		4 Office Pro Plus- Languages	456.40	L - 7410-004-06	E Library CE - Other	R				12/06/22	12/07/22		10565
		5 Office Pro Plus- Languages	789.76	L - 7410-004-06	E Library CE - Other	R				12/06/22	12/07/22		10565
		6 Office Pro Plus- Languages	789.76	L - 7410-004-06	E Library CE - Other	R				12/06/22	12/07/22		10565
		7 Office Pro Plus- Languages	110.96	L - 7410-004-06	E Library CE - Other	R				12/06/22	12/07/22		10565
			<u>3,225.32</u>										
23-01294	12/06/22	UNFM	UNION FOOD MART										
		1 Ethano Free Gas	56.20	A - 5110-004-03	E Street Administration CE - Fuel	R				12/06/22	12/07/22		
23-01296	12/07/22	SPR	SPRINT										
		1 Cell Phones	258.68	A - 3120-004-02	E Police CE - Phone & Internet	R				12/07/22	12/07/22		
		2 Cell Phones	108.71	A - 3620-004-02	E Safety Inspectors CE - Phone & Internet	R				12/07/22	12/07/22		
		3 Cell Phones	50.67	A - 3413-004-02	E Fire Police CE- Phone & Internet	R				12/07/22	12/07/22		

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract	PO Type	Acct Type Description	Stat/Chk	First Rcvd Enc Date	Chk/Void Date	Invoice
23-01296	12/07/22	SPR	SPRINT		Continued							
			4 Cell Phones	93.97	A - 5110-004-02			E Street Administration CE - Phone & Inter	R	12/07/22	12/07/22	
			5 Cell Phones	50.67	A - 8340-004-02			E Transmission & Distribution - CE - Phone	R	12/07/22	12/07/22	
			6 Cell Phones	50.67	A - 8340-004-02			E Transmission & Distribution - CE - Phone	R	12/07/22	12/07/22	
			7 Cell Phones	50.67	A - 8340-004-02			E Transmission & Distribution - CE - Phone	R	12/07/22	12/07/22	
				664.04								
23-01299	12/07/22	GABOVE50 G A BOVE & SONS, INC.										
			2 EMIL	397.03	A - 3411-004-03			E E.M.L. fire Dept CE - Fuel	R	12/07/22	12/07/22	
			3 Union Diesel	361.87	A - 3412-004-03			E Union Fire Dept CE - Fuel	R	12/07/22	12/07/22	
			4 DPW Diesel	4,125.20	A - 5110-004-03			E Street Administration CE - Fuel	R	12/07/22	12/07/22	
			5 FC Gas	1,001.45	A - 3410-004-03			E Fire Chiefs CE - Fuel	R	12/07/22	12/07/22	
			6 DPW Gas	836.68	A - 5110-004-03			E Street Administration CE - Fuel	R	12/07/22	12/07/22	
			7 Police Gas	619.21	A - 3120-004-03			E Police CE - Fuel	R	12/07/22	12/07/22	
			11 Union gas	7.06	A - 3412-004-03			E Union Fire Dept CE - Fuel	R	12/07/22	12/07/22	
				7,348.50								
23-01300	12/07/22											
			1 Reimbursement	15.00	A - 9060-008-00			E Medical Insurance (Village Share)	EB	12/07/22	12/07/22	
23-01303	12/07/22	VER	VERIZON WIRELESS									
			1 WIFI FOR IPADS	136.90	A - 3410-004-02			E Fire Chiefs CE - Phone & Internet	R	12/07/22	12/07/22	
			2 WIFI FOR IPADS	91.27	A - 3410-004-02			E Fire Chiefs CE - Phone & Internet	R	12/07/22	12/07/22	
			3 WIFI FOR IPADS	45.63	A - 3410-004-02			E Fire Chiefs CE - Phone & Internet	R	12/07/22	12/07/22	
				273.80								
23-01304	12/07/22	POMPAB50 POMPABROTHERS, INC.										
			1	210.55	A - 8340-004-04			E Transmission & Distribution - CE - Repai	R	12/07/22	12/07/22	75270
			2	245.60	A - 8340-004-04			E Transmission & Distribution - CE - Repai	R	12/07/22	12/07/22	75447
			3	105.26	A - 5110-004-04			E Street Administration CE - Repairs & Mai	R	12/07/22	12/07/22	75447
			4	4.14	A - 5110-004-04			E Street Administration CE - Repairs & Mai	R	12/07/22	12/07/22	75000
				557.27								
23-01306	12/07/22	NVRURA50 NY RURAL WATER ASSOCIATION										
			1 Training	175.00	A - 8340-004-06			E Transmission & Distribution - CE - Other	R	12/07/22	12/07/22	12-7-22
23-01307	12/07/22	ROBERT18 ROBERT CAVANAUGH										
			1 Reim. Surge Protector Purchase	21.00	A - 1325-004-05			E Treasurer CE - Supplies	R	12/07/22	12/07/22	12/04/22

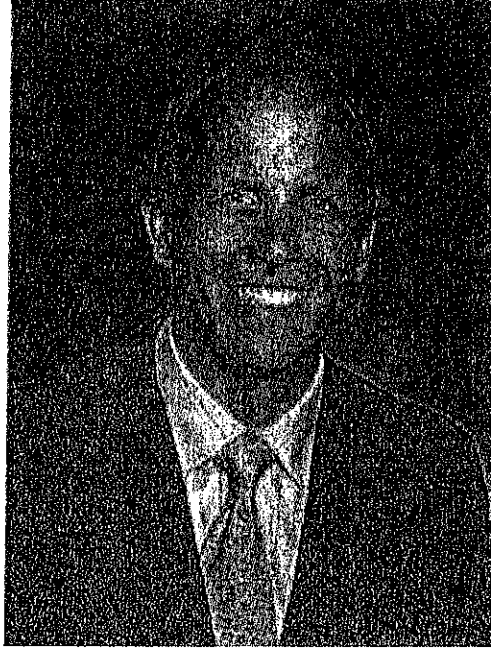
PO #	PO Date	Vendor	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice
23-01308	12/07/22	CHAZ LABELLA ASSOCIATES, DPC	1,353.26	A -8340-004-04	E	Transmission & Distribution - CE - Repair	R	12/07/22	12/07/22	12/07/22	179002
1		engineering services									

Total Purchase Orders: 96 Total P.O. Line Items: 139 Total List Amount: 88,595.49 Total void Amount: 0.00

Totals by Year-Fund						
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total	
GENERAL FUND	3-A	80,624.01	2,127.00	0.00	82,751.01	
sewer re1evy	3-G	348.67	0.00	0.00	348.67	
PUBLIC LIBRARY FUND	3-L	4,639.07	0.00	0.00	4,639.07	
Year Total:		85,611.75	2,127.00	0.00	87,738.75	
	X-TA	856.74	0.00	0.00	856.74	
Total of All Funds:		86,468.49	2,127.00	0.00	88,595.49	

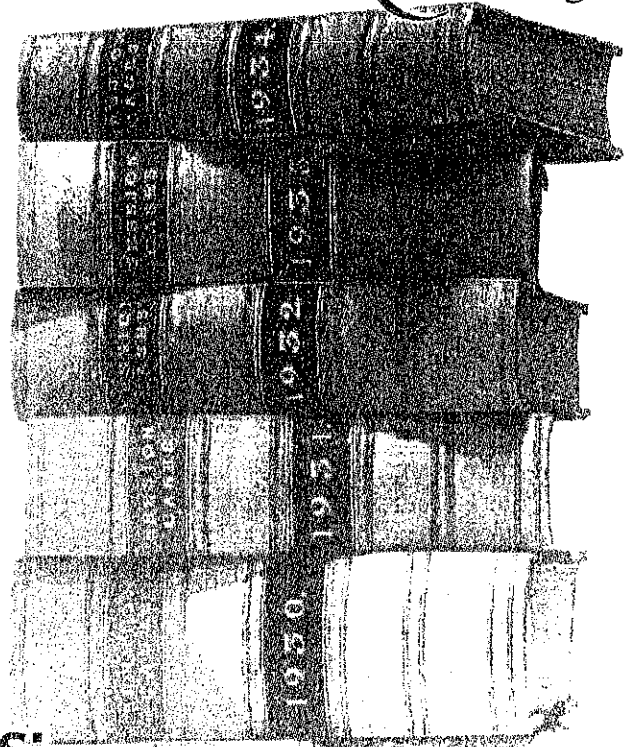
Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	A	80,624.01	2,127.00	0.00	82,751.01
sewer re/levy	G	348.67	0.00	0.00	348.67
PUBLIC LIBRARY FUND	L	4,639.07	0.00	0.00	4,639.07
	TA	856.74	0.00	0.00	856.74
Total of All Funds:		<u>86,468.49</u>	<u>2,127.00</u>	<u>0.00</u>	<u>88,595.49</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	3-A	80,624.01	0.00	0.00	0.00	80,624.01
sewer re/levy	3-G	348.67	0.00	0.00	0.00	348.67
PUBLIC LIBRARY FUND	3-L	4,639.07	0.00	0.00	0.00	4,639.07
Year Total:		85,611.75	0.00	0.00	0.00	85,611.75
	X-TA	856.74	0.00	0.00	0.00	856.74
Total of All Funds:		86,468.49	0.00	0.00	0.00	86,468.49



Wade Beltramo,
NYCOM General Counsel

For The Record



First Amendment Audits: How to Deal with Social Media Attention Seekers

The YouTube videos are ubiquitous. An individual walking through municipal buildings recording local officials and employees doing their jobs and residents there to conduct municipal business. The videos invariably include scenes of altercations with municipal employees who are distressed at the sudden appearance of an unknown, often belligerent individual filming within the municipal facilities.

Unfortunately, municipal staff frequently respond to these individuals in an agitated, confrontational manner, telling the videographer to get out or that they cannot record within the municipal facilities, even though the city council or board of trustees has not adopted such a policy. The videos are then posted online where they frequently garner hundreds of thousands of views. Not only do the videos result in bad press for the municipality, but they inspire the followers of these “First Amendment auditors” to inundate the municipality with malicious, vile, and threatening emails and phone calls. Like most challenges local officials face, there is no substitute for preparing for one of these First Amendment audits. As the hackneyed coach’s saying goes, failing to prepare for a First Amendment audit is preparing to fail.

The First Amendment *The Fundamental Jurisprudence*

The First Amendment grants individuals substantial rights to engage in expressive activity on their own property and in locations that are considered to be traditional public forums. While government officials may generally impose reasonable time, place, and manner restrictions that impact protected First Amendment activities, such regulations need to be content-neutral, otherwise they will be subjected to strict scrutiny in any legal challenge and will most likely be struck down by a court.

Traditional public forums include public parks, public sidewalks, public streets, city and village hall steps, the “town square,” and areas that have been traditionally open

to political speech and debate. Individuals are afforded the strongest First Amendment protections in these areas. In addition, officials may open government property that has not been traditionally recognized as a public forum for public expression. Such locations are known as designated public forums. Examples of designated forums include the comment period of a public body's meeting and public hearings mandated by State law. All other government-owned property that is not either a traditional or a designated public forum is generally considered to be a nonpublic forum, and government officials may restrict and even prohibit speech within such nonpublic forums.

As the Supreme Court noted in *Minnesota Voters Alliance v. Mansky*, in nonpublic forums, the government, "no less than a private owner of property," retains the "power to preserve the property under its control for the use to which it is lawfully dedicated."¹ The Court expounded on this rationale, reasoning that "[n]othing in the Constitution requires the Government freely to grant access to all who wish to exercise their right to free speech on every type of Government property without regard to the nature of the property or to the disruption that might be caused by the speaker's activities."² As a result, the Court concluded that "government may impose some content-based restrictions on speech in nonpublic forums, including restrictions that exclude political advocates and forms of political advocacy."³

Examples of government-owned nonpublic forums include airport terminals,⁴ polling places,⁵ prisons,⁶ military bases,⁷ political debates on public television,⁸ and the sidewalks leading up to a post office.⁹

While the public/nonpublic forum distinction has been subject to criticism, it continues to be employed by courts and can be relied on by local officials regarding their municipal offices.

The Right to Record Government Officials Generally

Twenty years ago, the question of whether individuals had a legal right to record government officials performing their governmental duties had barely been discussed by courts. But with the proliferation of mobile phones that can record and livestream high definition video, the issue has been litigated repeatedly over the last several years, particularly with respect to the filming of police on public streets. In these cases, the courts have consistently held that the public may record police officers performing their duties in public forums so long as they do not interfere with the government officials.

In *Irizarry v. Yehia*,¹⁰ a recent case before a three-judge panel of the Tenth Circuit Court of Appeals, the court fleshed out three First Amendment principles surrounding filming government officials:

1. First, the Court noted that "'[t]here is practically universal agreement that a major purpose of' the First Amendment 'was to protect the free discussion of governmental affairs,'" the purpose of which is to enable "the press ... to serve as a powerful antidote to any abuses

of power by governmental officials." The Court reasoned that filming the police and other public officials as they perform their official duties acts as "a watchdog of government activity" and furthers debate on matters of public concern.

2. Second, the Court reasoned that, "without some protection for seeking out the news, freedom of the press could be eviscerated" and that an "important corollary to this interest in protecting the stock of public information is that 'there is an undoubted right to gather news from any source by means within the law.'" The Court concluded that, as a result, filming the police is a form of news gathering.
3. Third, the Court held that "videorecording is 'unambiguously' speech-creation, not mere conduct."

Additionally, the Tenth Circuit panel noted that the right to record public officials finds support from every Circuit Court, reciting just some of such recent decisions.¹¹

After reciting this broad support for recording police officers across the federal Circuit Courts, the Tenth Circuit held

The filming of government officials engaged in their duties in a public place, including police officers performing their responsibilities, fits comfortably within these principles. Gathering information about government officials in a form that can readily be disseminated to others serves a cardinal First Amendment interest in protecting and promoting "the free discussion of governmental affairs."¹²

The Right to Record in Nonpublic Forums

While these recent cases make it clear that the public has a right to film government officials in locations that are considered public forums, they do not stand for the proposition that the public has a right to record in any public building.

Rather, the growing list of court cases involving the recording of public officials nearly all involve individuals filming police officers on public streets, a location that has been long-held to be a public forum. Moreover, glaring examples exist of public buildings that are open to the public but in which video recording is expressly prohibited, namely State¹³ and federal courts.¹⁴

And at least one court has explicitly acknowledged that the interior of city hall is not a public forum, and thus, recording may be restricted therein.¹⁵

What Can Local Officials Do Regarding Recording in Municipal Facilities That Are Nonpublic Forums?

Adopt an Official Policy Regarding Recording in Municipal Facilities

Although there is ample precedence for government officials restricting the public from recording within government facilities, such restrictions should be officially adopted by the appropriate governing authority. Specifically, in the case of New York's cities and villages, city councils and village boards of trustees possess the authority to establish regulations and policies regarding the public's access and use of city and village facilities.

Absent such officially adopted policy, the public should be allowed to film in those areas of municipal facilities that are open to the public so long as it is done in a manner that is not disruptive to municipal operations or unsafe.

Post Signage Regarding Areas of Access and the Use of Recording Devices

In addition to having an officially adopted policy regarding filming and recording in public facilities, local governments should post written notice of such adopted policy. Local officials may wish to consider posting signage clarifying what areas of a city or village hall are not open to the public, signage such as “Authorized Personnel Only” or “No Unauthorized Personnel.”

In addition, for those areas within a municipal building that are open to the public to conduct business, signage should be posted noting that the use of video and audio recording equipment is prohibited.

Train. Your. Staff.

Whether a municipality decides to allow or prohibit recording within its facilities, city and village staff should be trained in how to handle a “First Amendment auditor.” Make sure that your staff know what the policy is, has posted appropriate signage, and knows how to respond should someone start filming in municipal offices and when and how to contact law enforcement.

An officially adopted policy, clear signage, and proper training can reduce the risk that local officials will end up being in a viral YouTube video.

You Can, But Should You?

While municipalities may restrict recording within the non-public forum areas of their buildings and facilities, “Should they restrict recording?” is a separate question. Clearly, if public safety and security or personal privacy requires, municipal officials should strongly consider limiting or even completely prohibiting recording. Even if such strong justifications do not exist, local officials might wish to consider the potential discomfort and unease that other members of the public would experience having a stranger film them while they conduct business with the municipality.

Even though local officials may restrict recording in those areas on the municipal property that are not public forums, local officials may wish to consider the perception such restrictions convey. “First Amendment auditors” are frequently simply looking to get a rise out of local officials. As a general rule, those municipalities that do not overreact and are calm and polite when a “First Amendment auditor” shows up at their door do not find themselves on YouTube because such interactions are boring and do not generate clicks.

Conclusion

There is no one right answer regarding whether local officials should allow filming in the nonpublic forum areas of their facilities. What is certain is that such policy needs to be established by the local legislative body, that proper

signage should be posted regarding public access and the use of recording devices, and that staff should be properly trained to handle First Amendment auditors. Moreover, the time to address the issue of First Amendment audits is before a “First Amendment auditor” is entering through your front door. Because of the complexities of First Amendment jurisprudence, local officials are strongly encouraged to consult with their municipal attorney or contact the NYCOM office at (518) 463-1185 when addressing this issue.

Endnotes

1. 138 S. Ct. 1876, 1885 (2018), citing *Adderley v. Florida*, 385 U.S. 39, 47 (1966).
2. *Id.*, citing *Cornelius v. NAACP Legal Defense & Ed. Fund, Inc.*, 473 U.S. 788, 799–800 (1985).
3. *Id.*, referencing *Cornelius v. NAACP Legal Defense & Ed. Fund, Inc.* at 806–811; *Greer v. Spock*, 424 U.S. 828, 831–833, 838–839 (1976); and *Lehman v. Shaker Heights*, 418 U.S. 298, 303–304 (1974).
4. *Int’l Soc. for Krishna Consciousness, Inc. v. Lee*, 505 U.S. 672 (1992).
5. *Minnesota Voters All. v. Mansky*, 138 S. Ct. 1876 (2018).
6. *Jones v. N. Carolina Prisoners’ Lab. Union, Inc.*, 433 U.S. 119 (1977).
7. *Greer v. Spock*, 424 U.S. 828 (1976).
8. *Arkansas Educ. Television Comm’n v. Forbes*, 523 U.S. 666 (1998).
9. *United States v. Kokinda*, 497 U.S. 720 (1990).
10. *Irizarry v. Yehia*, No. 20-CV-02881-NYW, 2021 WL 2333019 (D. Colo. June 8, 2021), rev’d and remanded, No. 21-1247, 2022 WL 2659462 (10th Cir. July 11, 2022).
11. In *Askins v. U.S. Dep’t of Homeland Sec.*, 899 F.3d 1035 (2018), the Ninth Circuit held that “[t]he First Amendment protects the right to photograph and record matters of public interest. This includes the right to record law enforcement officers engaged in the exercise of their official duties in public places.” In *Smith v. City of Cumming*, 212 F.3d 1332 (2000), the Eleventh Circuit ruled that there is “a First Amendment right, subject to reasonable time, manner and place restrictions, to photograph or videotape police conduct” rooted in the First Amendment right “to gather information about what public officials do on public property, and specifically, a right to record matters of public interest.” In *Glik v. Cunniffe*, 655 F.3d 78 (2011), the First Circuit held that an individual who was arrested for filming police had a clearly established “right to film government officials, including law enforcement officers, in the discharge of their duties in a public space.” [emphasis added] The Court justified its decision, arguing that “[t]he filming of government officials engaged in their duties in a public place, including police officers performing their responsibilities, fits comfortably within” established First Amendment principles related to newsgathering and the public’s right to receive information.” In *ACLU of Ill. v. Alvarez*, 679 F.3d 583 (2012), the Seventh Circuit ruled that an Illinois State statute that prohibited recording law enforcement officers performing their duties was “likely unconstitutional” because “[t]he act of making an audio or audiovisual recording is necessarily included within the First Amendment’s guarantee of speech and press rights as a corollary of the right to disseminate the resulting recording.” In *Fields v. City of Phila.*, 862 F.3d 353 (2017), the Third Circuit “joined the ‘growing consensus’ of circuit courts holding that ‘there is a First Amendment right to record police activity in public’ subject to reasonable time, place, and manner restrictions.” The Court reasoned that First Amendment protections of photos, videos, and recordings “must also protect the act of creating that material.” In *Turner v. Lieutenant Driver*, 848 F.3d 678 (2017), the Fifth Circuit “held that the First Amendment protects the right to record police in public, subject to reasonable time, place, and manner restrictions.”
12. *Id.* citing *Mills v. Alabama*, 384 U.S. 214, 218, 86 S.Ct. 1434, 16 L.Ed.2d 484 (1966).
13. N.Y. Comp. Codes R. & Regs. tit. 22, § 29.1.
14. See Rule 53. *Courtroom Photographing and Broadcasting Prohibited*, 3B Fed. Prac. & Proc. Crim. Rule 53 (4th ed.), “Except as otherwise provided by a statute or these rules, the court must not permit the taking of photographs in the courtroom during judicial proceedings or the broadcasting of judicial proceedings from the courtroom.”
15. See also *Sheets v. City of Punta Gorda, Fla.*, 415 F. Supp. 3d 1115, 1122 (M.D. Fla. 2019) (“‘It is by now clear that the First Amendment does not guarantee access to property just because it is owned by the government.’ [citation omitted] Instead, ‘courts use ‘forum analysis’ to evaluate government restrictions on purely private speech that occurs on government property.’ [citation omitted] * * * One type is a limited public forum. [citation omitted] Here, the parties agree City Hall is a limited public forum.”

REQUEST TO PURCHASE - REQUISITION FORM (CONSENT AGENDA)

VILLAGE OF BALLSTON SPA
 66 Front Street, Ballston Spa, NY 12020 (518) 885-5711
 (Guidelines at the Bottom of Form)

Date: 12/7/22		Requisition #:			
FOR:		DEPARTMENT SNOW (A-5142-004-06)			
PURPOSE OR USE:					
SOURCE: American Rock Salt					
REMARKS:					
Line No.	Quantity	Item Number	Description	Date Needed	Estimated Costs
			Deicing		
	200 TON		ROCK SALT	12/16/22	\$12,000 ⁰⁰ / ₇
			200 tons @ \$58.92/Ton = (\$11,784.00 +/-)		
Requested By: Jeff Sawrys					
Department Approval:					
Purchase Order #: 23-0-_-_-					

REQUEST TO PURCHASE GUIDELINES

FOR ALL REQUEST TO PURCHASE:

- At least 1-2 weeks prior to ANY such purchase, please complete a *Request to Purchase Form* and submit it for department approval and forward the request to the Village Clerk.
- The Village Clerk will present your (and any other) *Request to Purchase Form* to the Village board of Trustees for approval at the next scheduled board meeting.
- The Village Clerk will report back to the requestor the final approval.

ROCK SALT BID AWARD - SPECIFICATION 22-PWS-10R

Bid Period: 8/1/22 - 7/31/23

COPY
FILE

John G.
(SPW)

COPY

\$58,92
x 200 TONS
= \$11,784.00

<p>ROCK SALT BID AWARD SPECIFICATION 20-PWS-10R</p>	<p>Jamie McClain 888-762-7256 AMERICAN ROCK SALT CO., INC.**</p>	<p>Rob Wilder 800-800-7258 CARGILL, INC.** SALT, ROAD SAFETY</p>	<p>Anthony T. Patton 855-665-4540 MORTON SALT, INC.</p>	<p>Shelagh Mahoney 978-453-4911 ATLANTIC SALT, INC.</p>
<p>ITEM #1 - COARSE ROCK SALT F.O.B. LOCAL STORAGE: (Schenectady & Delanson)</p>	<p>\$52.00 Fl. Ann. NY</p>	<p>NO BID</p>	<p>\$67.00</p>	<p>NO BID</p>
<p>BY TRUCK, F.O.B.:</p>	<p>\$56.67</p>	<p>\$79.16</p>	<p>\$67.01</p>	<p>NO BID</p>
<p>Area 1 - Rte. 67 & South</p>	<p>\$58.92</p>	<p>\$79.16</p>	<p>\$68.87</p>	<p>NO BID</p>
<p>Area 2 - between Rtes. 67 & 29 (Includes Saratoga Co. Public Works Facility)</p>	<p>\$62.67</p>	<p>\$79.16</p>	<p>\$71.79</p>	<p>NO BID</p>
<p>ITEM #2 - ROCK SALT MIXTURE F.O.B. LOCAL STORAGE: (Schenectady & Delanson)</p>	<p>\$64.00 Mt. Morris, NY</p>	<p>NO BID</p>	<p>\$82.00</p>	<p>NO BID</p>
<p>BY TRUCK, F.O.B.:</p>	<p>\$86.17</p>	<p>\$93.57</p>	<p>\$82.01</p>	<p>NO BID</p>
<p>Area 1 - Rte. 67 & South</p>	<p>\$88.42</p>	<p>\$93.57</p>	<p>\$83.87</p>	<p>NO BID</p>
<p>Area 2 - between Rtes. 67 & 29 (Includes Saratoga Co. Public Works Facility)</p>	<p>\$92.17</p>	<p>\$93.57</p>	<p>\$86.79</p>	<p>NO BID</p>
<p>Area 3 - North Rte. 29</p>				

* Salt meets NYS OGS standards - (ASTM D632, Type 1, Grade 1)
** Attached Alternate Specification to be reviewed.

VILLAGE OF BALLSTON SPA PURCHASE REQUISITION FORM WITH VENDOR CERTIFICATION

DATE: **11/29/2022**

REQUISITION #:

PURCHASING DEPARTMENT: PLEASE PURCHASE THE FOLLOWING ITEMS: **SEE BELOW**

FOR: **UNION FIRE CO. #2**

DEPARTMENT: **FIRE DEPARTMENT**

PURPOSE OR USE: **SCBA Masks**

SOURCE Dival	Acct. Code: A3412.2	Fiscal Year: 2023
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REMARKS:

QUANTITY	UNIT	STOCK NUMBER	DESCRIPTION	DATE NEEDED	ESTIMATED COST
1		20121522	AV3000HT SCBA Mask small	asap	\$335.00
14			AV3000HT SCBA Mask Medium	asap	\$4690
2			AV3000HT SCBA Mask Large	asap	\$670
			See attached quote		
			This is State Contract price		
			Freight Charge		
TOTAL ESTIMATED COST OF ITEMS:					\$5,695

REQUESTED **Kevin Dubois**

DEPARTMENT APPROVAL:

P.O.#:



1721 Niagara St • Buffalo, NY 14207 • Phone: 800.3431354 • Fax: 716.874.4686 • www.divalsafety.com

Bill to: VILLAGE OF BALLSTON SPA
 66 FRONT ST
 FIRE DEPARMENTS
 BALLSTON SPA NY 12020

Ship to: UNION FIRE COMPANY NO. 2
 319 MILTON AVE
 BALLSTON SPA NY 12020-1416

CUSTOMER NUMBER

CONTACT

PRINT DATE

101585

KEVIN DUBOIS

11/08/22

ORDER NUMBER
 TN654 00

CUSTOMER PURCHASE ORDER
 WILL ADVISE

SALES REPRESENTATIVE
 156 BILL KENNY

INSTRUCTIONS

<u>Ordered</u>	<u>Shipped</u>	<u>B.O.</u>	<u>U/M</u>	<u>Item and Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	1		EA	20121522 AV3000HT facepiece, Kevlar head harness, no brkt, 4 strap, MD NYS HIRES CONTRACT #PC69018 *****	\$335.00000	\$335.00

Quote Confirmation -

Not an Invoice

* COMPLETE *

Total Line Items 1

<u>Subtotal</u>	<u>Tax Pct</u>	<u>Sales tax</u>	<u>Total</u>
\$335.00	.000		\$335.00

November 28, 2022
Treasurer's Report

Saratoga County Mortgage Tax Distribution

November Distribution - covering April 1 – September 30, 2022

County Total \$6,464,395.11 (increase of \$18,651.35 from November 2021: \$6,446,233.76) +.2%

Village Total \$102,743.87 (Increase of \$40,846.29 from November 2021: \$61,897.58) +66%

Saratoga County Sales Tax Distribution

November Distribution - covering September 1-30, 2022

County Total Tax and Interest Received \$12,667,473 (increase of \$1,120,789 from November 2021: \$11,546,684) +9.71%

Village Total November Distribution \$108,633 (increase of \$8,678 from November 2021: \$99,955) +8.68%

I have been working on catching up the October 2022 journal entries and preparing for November. EFPR was closed all of last week and was not able to finalize our reports before today, but I am hoping to work with them to have October, and possibly November reports as well, for the next meeting.

I have also been working on preparing for submission of the USDA loan application for the Fire Pumper Truck, which we hope to be able to send out this week or early next week to secure the price before it increases on December 15th. We were given a list of 24 items to submit, some are standard forms or come from existing information, but some require narratives, or are dependent on figures that we do not have yet, so the application itself evolves as we get closer to submission.

Budget Amendment
FY2023

From Account	Description	Amount	Description
12/12/2022 A -5140-004-00	Brush and Weeds	\$ 12,569.59	A -0909-000-00 General Fund, Fund Balance
			\$ (12,569.59) Temporary Transfer (Awaiting Tree Grant Reim.)

Michael Iacolucci

9 Russell St

Ballston Spa, NY 12020

Comments for November 28, 2022 Board Meeting

I participated via Zoom for most, but not all, of the meeting on November 14. I want to briefly recap what I heard and saw relating to the water issue.

Mayor Rossi proposed a flat increase of 2.5% every six months for the next two years (for a total increase of 10%). When questioned by Trustees and some members of the public as to how he arrived at that level of increase, he indicated he had done an analysis and saw that there has not been any increase since 2017 and concluded that a 10% increase over time was important to do. The Mayor did not provide any documentation of any analysis, and he basically said that Trustees have not given him input on water rates even though he had asked them to do so months ago. Please note that Trustee Kormos had requested usage data in August and again in September; with changes in personnel in the Finance Department of the Village it might have been difficult to procure the data that she had requested, but I do not think it is fair for the Mayor to claim that Trustees did nothing about water rates.

During the November 14 meeting, Mayor Rossi implied that leaving rates where they are currently would deprive the Village of funds that could be used to repair or replace the water tower on John St. I do not know precisely what amount of incremental revenue will be gained over 6 months from an increase of 2.5% in the rates, but I doubt it would go very far in covering the expense of repairs or replacement of the water tower.

Following the November 14 meeting, my son Jared wrote a letter to the Daily Gazette. That letter begins with the following: "Everyone agrees: The Village of Ballston Spa needs funding for water and sewer maintenance and improvement." I do not think anyone can disagree with that statement.

For comparison, Mayor Rossi's letter to the Gazette (published today) complains that "... attacks lobbed at me are nothing but unnecessary partisan rancor ... Hopefully, the board will finally act now that I have shined a very public light on these important issues." Please note that nobody has attacked Mayor Rossi, and

I believe that the residents of the village and town have the right, if not the responsibility, to attend meetings and respectfully question any actions and decisions made by the governing board. After the last village board meeting, in which the mayor proposed a two year 10% hike in the water fee, my son, Jared Iacolucci, did just that. He wrote a letter to the Gazette in which he questioned the mayor's actions and how the mayor came to his decision. There was nothing political in this letter, not even a hint of political parties involved. The mayor has a right to respond, and that he did. However, he chose to take the road he often accuses others of. He **chose** to make this a partisan issue and in doing so he also chose to attack family, another subject he strongly criticizes when it affects him. Let me make this clear: my family members, and there are more than one of them, have the right to speak their own minds and what they say has nothing to do with my position as chair of the town Democratic committee.

Martha Iacolucci

9 Russell St

Ballston Spa, NY 12020

November 28, 2022

Jared Iacolucci

24 Chapman St, Ballston Spa, NY 12020

November 28th, 2022

I'm here tonight to address the water and sewer fee increases proposed by Mayor Rossi at the November 14th meeting and the back and forth that ensued in the letters of the Daily Gazette.

For any of the public that was not at the last meeting and did not watch the 4-hour recording, the board was asked to vote on a motion increasing water and sewer fees by 10% over 2 years (2.5% semi-annually) to fund system maintenance and improvement, which is something we can all agree is needed. However, based on the ensuing 90-minute discussion on this topic, the proposed rate increase had not been previously discussed and no analysis or data had been shared to make the case why that increase is the proper amount. During that discussion, we learned that the mayor—who has since made public statements about the urgency of these issues—denied his colleague access to usage data that could be used to better understand the scope and scale of increases as far back as August. Where was the urgency when board members were seeking to collaborate nearly four months ago?

If the mayor spent those four months doing this analysis himself, why wasn't it shared with his colleagues ahead of time? Perhaps the answer lies in his admission that he did a "bare bones analysis" (11/14 Board of Trustees Meeting, time stamp: 2:39:54) to determine that 10% is what is needed. This is the issue at hand: Mayor Rossi wanted to increase our taxes without involving all our elected leaders and without the detailed research and analysis required.

Lastly, in his letter published today, the mayor attempted to deflect this criticism with an outright partisan and personal attack against me. Why does my party affiliation matter when it comes to understanding why my taxes are increasing? It doesn't, and our mayor knows this. Anyone who cares about their village would care to know why taxes are being increased and how the local government plans to do so, regardless of party. He also knows that I did not mention party affiliation in my letter published on November 18th nor in my public comment last meeting to the same effect. But this did not stop the mayor from making insinuations about my family, our political affiliation, and our involvement in the village and town. For an elected official—one who has used his gavel to silence commenters that remark about his family in meetings—to take to the pages of the Gazette with personal attacks on a resident and their family is the height of hypocrisy. Moreover, to do so in order to distract from his own failure to collaborate on an urgent issue with willing and eager colleagues is petty, partisan, and to paraphrase his own words, puts all of our welfare at risk for his own personal gain.

**Empire Gold Blue Access EPO versus GDPHP Gold 221 EPO w/ HRA
Savings / Cost Analysis for:**

Village of Ballston Spa

Assumptions:

- Annual Premium - Empire renewal
- Annual Premium - CDPHP alternative
- Premium Savings (Empire to CDPHP)

\$607,133
\$555,338
\$51,795

Employer HRA Levels:

Alternate Plan = CDPHP Gold 221 EPO

	<u>Single</u>	<u>Emp/ Spouse</u>	<u>Emp/ Child(ren)</u>	<u>Family</u>	<u>Total</u>
Number of contracts	13	10	2	7	32
HRA funding	\$1,500	\$3,000	\$3,000	\$3,000	
Total max exposure	\$19,500	\$30,000	\$6,000	\$21,000	\$76,500

- Employer Contribution (Premium)
- Employee Contribution (Premium)

85.00%
15.00%

- Annual Employer Savings / (Cost)
- Annual Employer Savings / (Cost)
- Annual Employer Savings / (Cost)
- Annual Employer Savings / (Cost)
- Annual Employer Savings / (Cost)
- Annual Employer Savings / (Cost)

(\$32,475)
(\$17,175)
(\$1,875)
\$13,425
\$28,725
\$44,025

- Utilization: 100%
- Utilization: 80%
- Utilization: 60%
- Utilization: 40%
- Utilization: 20%
- Utilization: 0%

Note: The employer retains any unused HRA dollars not utilized during the plan year

PUBLIC BROADBAND SERVICES AGREEMENT

This Public Broadband Services Agreement (“Agreement”) is made and entered into as of the ____ day of November 2022 between Village of Ballston Spa, a municipal corporation with a mailing address of 66 Front Street Ballston Spa, NY 12020 (“VBS”), and SLIC Network Solutions, Inc., a New York Corporation, with an address of 3330 State Highway 11B, Nicholville, New York 12965 (“SLIC”). VBS and SLIC are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties”.

WHEREAS, SLIC and VBS entered into to an Easement Right of Way Agreement on or about November ____, 2022 providing for the placement of certain SLIC network electronics, supporting equipment and structures to support its broadband infrastructure in the Village of Ballston Spa, and

WHEREAS, VBS desires to offer publicly accessible broadband in certain outdoor, high traffic areas along Front Street during certain hours for the purpose of promoting local commerce and Village events and supporting tourism, and

WHEREAS, SLIC desires to provide such public access to broadband along a certain segment of Front Street.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SLIC will provide publicly accessible, outdoor hotspots delivering speeds of at least 250Mbps / 250Mbps on the segment of Front Street approximately between the Village Offices and Milton Avenue during the hours of 9:00 a.m. to 4:00 p.m. daily at no cost to VBS (the “Services”). SLIC will limit connections to 1-hour sessions, renewable during the available window. SLIC reserves the right to block individuals or devices that abuse the Service in its sole discretion. All users are subject to SLIC’s standard terms of service.

SLIC will deploy the public access radios and supporting gear as soon as practicable during 2023, coincident with a broader fiber deployment throughout the Village. The Parties will work in good faith to coordinate the most efficient, non-intrusive and beneficial timing of installing Services and will use best efforts to satisfy any key deadlines. SLIC will pay for and utilize its own electronics, hardware, software and tools to perform the Services. SLIC will monitor the Services in the ordinary course. No fees and/or expenses will be billed to VBS for the Services, provided that if VBS shall desire to increase the coverage or capability of the public access, the Parties shall mutually agree to incremental, reasonable consideration for such additional service(s).

The term of this Agreement shall be three (3) years from the effective date. Thereafter, the Parties agree to cooperate and work in good faith to renew the Agreement on commercially reasonable and mutually agreeable terms. Notwithstanding the forgoing, VBS may terminate the Services at any time, and SLIC may discontinue the Services at the end of the term. SLIC may also terminate the Services due to (a) unauthorized or abusive usage of the Services as determined by SLIC in its sole discretion and not cured within sixty (30) days or (b) a lack of usage by the public for the stated intent of the Services.

VBS agrees that any landing page or similar authorizing page navigated to at the commencement of a user accessing the Services shall prominently display SLIC’s logo, link to its services or other similar marketing effect as reasonably requested by SLIC.

To the fullest extent permitted by law, all information of SLIC, including but not limited to its fiber deployment plans, shall be kept confidential by VBS. Both Parties acknowledge that neither Party has any right to act as the other Party's agent in any capacity pursuant to this Agreement. Any amendment to this Agreement shall be in writing and mutually agreed to by the Parties. This Agreement shall be governed by the laws of the State of New York.

SLIC Network Solutions, Inc.

Village of Ballston Spa

By: _____
Bradley Pattelli, CEO

By: _____



SUTPHEN

PROPOSAL

TO THE:
Ballston Spa Fire Department
Attn: Chief Krogh
66 Front Street
Ballston Spa, New York 12020

DATE: November 28th, 2022

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

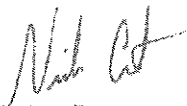
**One (1) Sutphen Heavy Duty Custom Pumper Complete and Delivered for the
Total Sum of \$936,854.00**

*****Priced off of Sourcewell Contract #113021-SUT*****

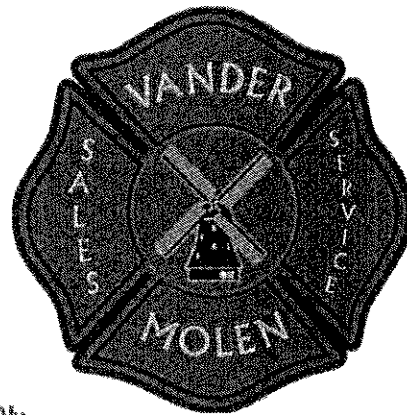
The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **26-29** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid through **December 12th 2022**. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

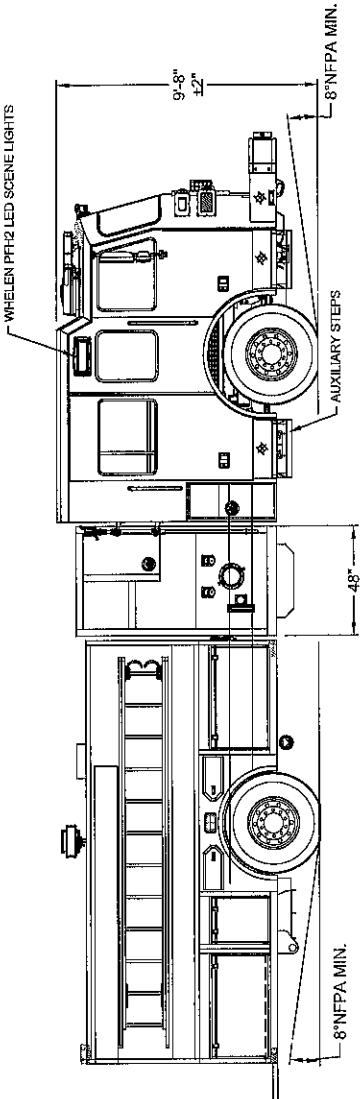
Respectfully submitted,



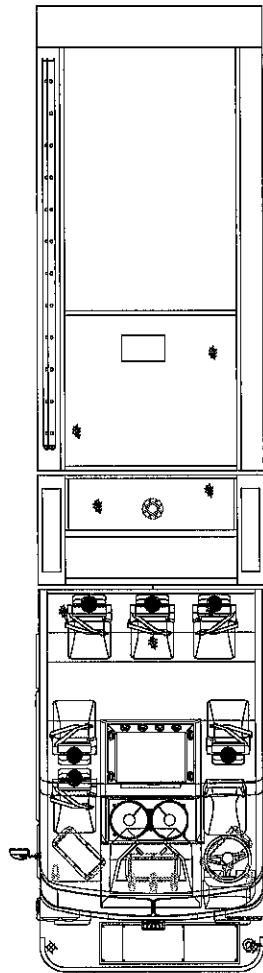
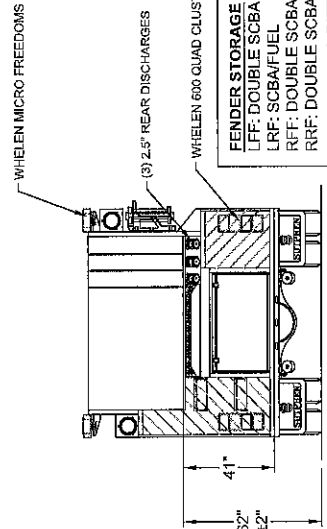
Nick Catalino
Sales Manager
Vander Molen Fire Apparatus
Authorized Representative for Sutphen Corporation
(315) 882-4503



SUTPHEN CORPORATION
6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

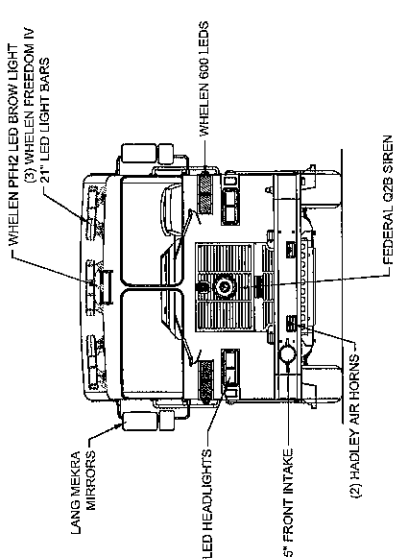


LADDER RACK
24FT 2-SEC
16FT ROOF
10FT ATTIC



**Hale Qmax 1750 single stage
Water Tank Capacity 1000 gal**

LEFT SIDE COMPARTMENTS		INSIDE DIMENSIONS		VOLUME	
COMP1	DOORS				
L1	ROLL-UP	45" X 48"	60" X 60" X 24" (SPTD) 100%	36.1 CU. FT.	
L2	ROLL-UP	45" X 48"	60" X 60" X 24" (SPTD) 100%	36.1 CU. FT.	
L3	ROLL-UP	45" X 48"	60" X 60" X 24" (SPTD) 100%	36.1 CU. FT.	
L4	ROLL-UP	45" X 48"	60" X 60" X 24" (SPTD) 100%	36.1 CU. FT.	
RIGHT SIDE COMPARTMENTS		INSIDE DIMENSIONS		VOLUME	
COMP1	DOORS				
R1	ROLL-UP	45" X 48"	60" X 60" X 24" (SPTD) 100%	36.1 CU. FT.	
R2	ROLL-UP	45" X 48"	60" X 60" X 24" (SPTD) 100%	36.1 CU. FT.	
R3	ROLL-UP	45" X 48"	60" X 60" X 24" (SPTD) 100%	36.1 CU. FT.	
REAR STEP COMPARTMENT		INSIDE DIMENSIONS		VOLUME	
COMP1	DOORS				
R4	ROLL-UP	45" X 48"	60" X 60" X 24" (SPTD) 100%	36.1 CU. FT.	
		TOTAL		179.5 CU. FT.	



SUTPHEN
BALLSTON SPA FIRE DEPT.
BALLSTON SPA, NY
CUSTOM NUMBER - PS-12 MODIFIED
152-4444

DRAWN BY: J. GORDON
DATE: 09/26/2022
MIR. FACILITY: EAST
DATE: _____ BY: _____

DESCRIPTION: _____
REV: _____

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY UNLESS PERMITTED BY THE INTEREST OF SUTPHEN CORPORATION.

CUSTOMER APPROVAL

NAME: _____
TITLE: _____
DATE: _____

DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.
IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.
DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.



SUTPHEN

PROPOSAL

TO THE:
Ballston Spa Fire Department
Attn: Chief Krogh
66 Front Street
Ballston Spa, New York 12020

DATE: November 28th, 2022

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

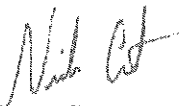
**One (1) Sutphen Heavy Duty Custom Pumper Complete and Delivered for the
Total Sum of \$936,854.00**

*****Priced off of Sourcewell Contract #113021-SUT*****

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **26-29** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid through **December 12th 2022**. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

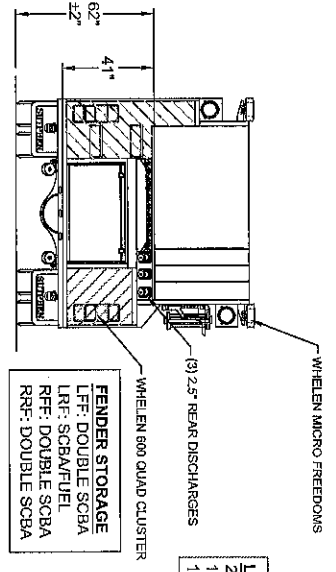
Respectfully submitted,



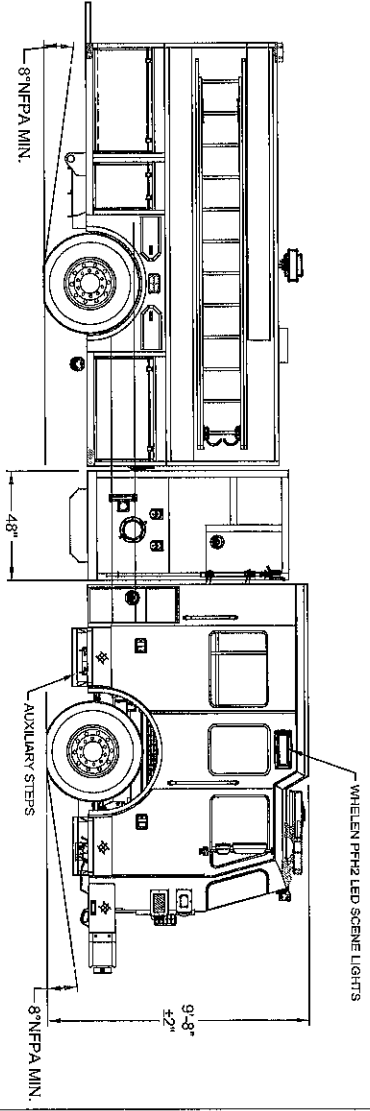
Nick Catalino
Sales Manager
Vander Molen Fire Apparatus
Authorized Representative for Sutphen Corporation
(315) 882-4503



SUTPHEN CORPORATION
6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860



LADDER RACK
 24FT 2-SEC
 18FT ROOF
 10FT ATTIC

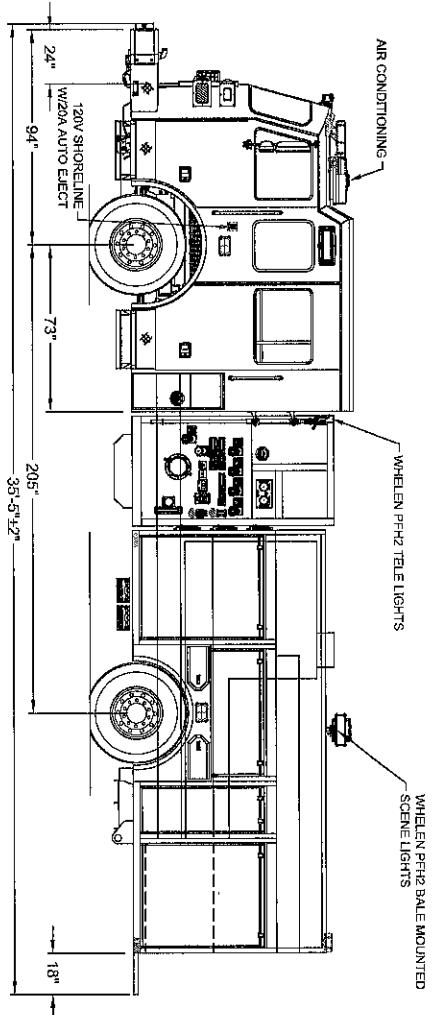
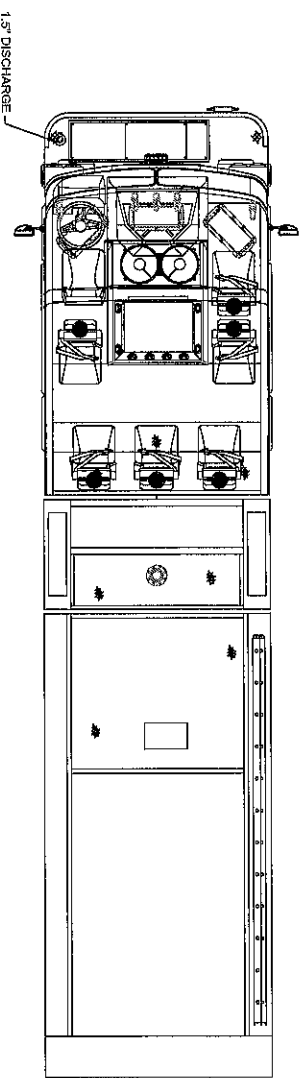
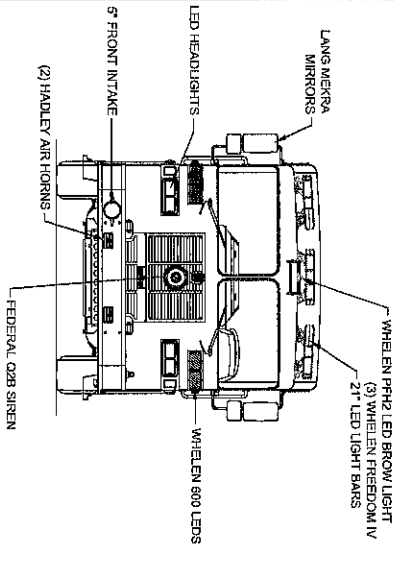


LEFT SIDE COMPONENTS		INSIDE DIMENSIONS		VOLUME	
COMP	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	INSIDE DIMENSIONS	VOLUME
L1	ROLL-UP	49W X 48H	59W X 59H X 24 LWD	24.0 CU FT	
L2	ROLL-UP	51W X 48H	61W X 59H X 24 LWD	24.0 CU FT	
L3	ROLL-UP	51W X 48H	61W X 59H X 24 LWD	24.0 CU FT	
L4	ROLL-UP	51W X 48H	61W X 59H X 24 LWD	24.0 CU FT	
TOTAL				96.0 CU FT	

RIGHT SIDE COMPONENTS		INSIDE DIMENSIONS		VOLUME	
COMP	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	INSIDE DIMENSIONS	VOLUME
R1	ROLL-UP	49W X 48H	59W X 59H X 24 LWD	24.0 CU FT	
R2	ROLL-UP	51W X 48H	61W X 59H X 24 LWD	24.0 CU FT	
R3	ROLL-UP	51W X 48H	61W X 59H X 24 LWD	24.0 CU FT	
TOTAL				96.0 CU FT	

REAR STEER COMPONENTS		INSIDE DIMENSIONS		VOLUME	
COMP	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	INSIDE DIMENSIONS	VOLUME
X1	ROLL-UP	42W X 26H	51W X 59W X 24H	12.0 CU FT	
TOTAL				12.0 CU FT	

Hale Qmax 1750 single stage
 Water Tank Capacity 1000 gal



DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.
 IN THE EVENT OF A DISCREPANCY BETWEEN THE SUPPLIER SPECIFICATIONS AND DRAWINGS, THE SUPPLIER SPECIFICATIONS SHALL PREVAIL.
 DRAWING IS FOR REFERENCE ONLY, SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

CUSTOMER APPROVAL

NAME: _____
 TITLE: _____
 DATE: _____

DESCRIPTION: _____
 BY: _____ DATE: _____

APPROVED: _____
 DATE: _____

STYPHEN
 BALLSTON SPA FIRE DEPT.
 BALLSTON SPA, NY
 CUSTOMER NUMBER: PS-12 MODIFIED
 HS-#6666



PROPOSAL

TO THE:
Ballston Spa Fire Department
Attn: Chief Krogh
66 Front Street
Ballston Spa, New York 12020

DATE: November 28th, 2022

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

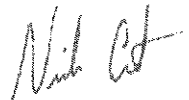
**One (1) Sutphen Heavy Duty Custom Pumper Complete and Delivered for the
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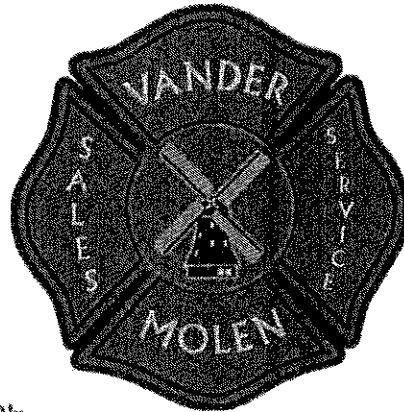
*****Priced off of Sourcewell Contract #113021-SUT*****

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **26-29** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

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Respectfully submitted,


Nick Catalino
Sales Manager
Vander Molen Fire Apparatus
Authorized Representative for Sutphen Corporation
(315) 882-4503



SUTPHEN CORPORATION
6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860



NATURAL GAS SALES AGREEMENT

Mirabito Power & Gas, LLC

Phone: 866-614-9373 Fax: 607-352-2819 Email: MPGInfo@mirabito.com

GF-R05-0222

Legal Entity Name: Village Of Balston Spa	DBA:
---	------

Correspondence Contact	Invoice Contact (If Different)
Name: Barbara Bartlett	
Email: treasurer@villageofballstonspa.org	
Phone: 518-885-5711	
Address: 66 Front St. Ballston Spa, NY 12020	

Account Number	LDC	Tax Status*	Account Number	LDC	Tax Status*	Billing Election	Invoice Method (If Dual Bill)
0030211100	NGRID (NMPC)	<input checked="" type="checkbox"/> Tax Exempt	8614011100	NGRID (NMPC)	<input checked="" type="checkbox"/> Tax Exempt	<input checked="" type="checkbox"/> Consolidated <input type="checkbox"/> Dual Individual <input type="checkbox"/> Dual Summary <input type="checkbox"/> Dual By Group <input type="checkbox"/> Custom <small>Describe Groups or Custom in "Other" Below</small> <small>(Default: Consolidated or Dual Individual)</small>	<input type="checkbox"/> Post Mail Only <input type="checkbox"/> E-Mail Only <input type="checkbox"/> Post & Email <small>(Default: Post Mail Only)</small>
2644007109	NGRID (NMPC)	<input checked="" type="checkbox"/> Tax Exempt	8654011102	NGRID (NMPC)	<input checked="" type="checkbox"/> Tax Exempt		
2704007109	NGRID (NMPC)	<input checked="" type="checkbox"/> Tax Exempt	9450210106	NGRID (NMPC)	<input checked="" type="checkbox"/> Tax Exempt		
8050210107	NGRID (NMPC)	<input checked="" type="checkbox"/> Tax Exempt			<input type="checkbox"/> Tax Exempt		

* A valid exemption document is required for tax exemptions (such as NYS ST-121 or ST-119.1). A residential account requires a NYS TP-385 form.

All / Additional accounts are included on subsequent pages and are incorporated into and made a part of this Agreement

Customer Disclosure Statement

Price	<input type="checkbox"/> Fixed per therm.		<input type="checkbox"/> Consolidated Billing Costs Included		<i>See also "Price" and "Material Change in Circumstances" sections for conditions where additional charges may apply.</i>
	<input type="checkbox"/> Blend per therm for: metered use, balance at		<input type="checkbox"/> Market <input type="checkbox"/> NYMEXplus		
	<input type="checkbox"/> NYMEXplus \$ 0.091 per therm adder to last day NYMEX HH NG monthly settle price				
	<input type="checkbox"/> Market per therm rate is determined each month based on prevailing market prices				
	<input type="checkbox"/> Other (Describe alterations to products / terms)				
Price Delivery Location:		<input checked="" type="checkbox"/> LDC City Gate (Default) <small>LDC delivery losses applied at time of invoice</small>		<input type="checkbox"/> Burner Tip (Requires MPG Preapproval) <small>LDC delivery losses included in rates above (fixed rate only)</small>	
Term	Start Month: Jan-2023	Months: 12	End Month: Dec-2023		
How variable prices are determined	Market Prices are subject to change each month based on cost of gas commodity and varying monthly costs for gas transportation and delivery (including pipeline capacity and transport fees, LDC fees, ESCO fees, and applicable taxes). NYMEX Plus Prices are subject to change each month based on the monthly settlement price of NYMEX HH NG plus a contracted adder and, if applicable, LDC delivery losses and consolidated billing costs.				
How Agreement may be rescinded without penalty	For residential accounts only, customer may rescind this Agreement without a termination fee by contacting Mirabito within 3 business days of execution (if executed in person), or within 3 business days of receipt of confirmation of this Agreement (if enrolled via a telephone or Internet-based sale).				
Early Termination Fee	Termination prior to the end date may be subject to an Early Termination Fee (ETF). The ETF amount, if any, will not exceed the positive difference between the contract price and the current market prices available for liquidation of fixed commitments for volumes remaining in the term. For residential customers, ETF will not exceed \$100 if remaining term is less than 12 months and \$200 if remaining term is 12 months or more.				
Late Payment Fee	Unpaid balances remaining after payment due date are subject to a late payment fee of 1.5% per month.				
Provisions for Renewal of this Agreement	Upon completion of Initial Term, this Agreement will renew to Market Pricing on a month-to-month basis. It can be canceled at any time thereafter without penalty. If Mirabito wishes to provide any other changes for renewal of this Agreement, Mirabito will notify the Customer in writing 30 to 60 days prior to the renewal and will describe proposed changes to this Agreement and Customer's right to renew, terminate or renegotiate this Agreement.				
Savings Guaranteed	Savings are not guaranteed.				

Signature below authorizes Mirabito Power & Gas, LLC to obtain utility data, perform enrollment, and initiate service. The Terms and Conditions contained on the following pages are incorporated and made a part of this Agreement.

Mirabito Power & Gas, LLC

Authorized Customer Representative

Name: David G. Lundeen, Vice President, Mirabito Power & Gas, LLC

Name: Barbara Bartlett

Signed: _____

Signed: _____

Date: _____

Date: 11-29-2022

Terms & Conditions

1. Agreement to Sell and Purchase Natural Gas - Subject to these terms and conditions, Mirabito Power & Gas, LLC ("MPG", "Mirabito", "Seller", "we", or "us") agrees to sell and customer ("Customer", "you", "your", or "Buyer") agrees to purchase and accept the quantity of natural gas ("NG") as metered by your Gas Utility Company ("Utility", or "Local Distribution Company" or "LDC").

2. Customer Acknowledgments - Customer acknowledges:

- Sales representatives with whom Customer may have discussed this Agreement represent MPG and not the Utility;
- You are the Customer whose name is on the account, the spouse of the account holder, or over 18 and authorized to make decisions concerning the account; and
- You understand that your Utility will continue to deliver your NG and read your NG meter.

3. Price - The price for NG will be as documented in the Customer Disclosure Statement. Where Consolidated Billing is elected and the LDC offers only "Rate Ready" billing (such as National Grid), NYMEX plus prices may be approximated due to timing restrictions in the LDC billing system. In such cases, the weighted average price paid by the Customer over the term will not exceed the weighted average price as described in the Customer Disclosure Statement. Unless noted otherwise, prices do not include the following if applicable: utility monthly balancing charges; nonrecurring utility peaking commodity charges; or Consolidated Billing charges, such charges would be passed through at cost at MPG discretion.

4. Volume - MPG will supply Customer's full requirements provided usage variations remain within commercially reasonable operational and thermal tolerances. MPG reserves the right to reconcile pricing if, at MPG's sole discretion, there exists a material deviation from historical usage that exceeds reasonable operational or thermal tolerances such as those that would occur due to changes to facilities or facility operations or addition/ removal of equipment. In such cases, MPG's sole remedy will be calculated as the additional cost to which MPG was exposed due to market prices for the amount of load that varies from MPG's estimates by more than +/-10%.

5. Term - This Agreement shall commence once executed by the Customer and MPG. Except as noted below, the price shall be effective from the earlier of the first day of the Start Month; OR the date of the first eligible meter read in or after the Start Month ("Term Start") and shall run consecutively through the last day of the End Month unless terminated earlier. Where Consolidated Billing as elected and the LDC offers only "Rate Ready" billing (such as National Grid), the Term Start will be a meter read date in the Start Month and the elected price will run consecutively through the first meter read after the End Month ("Initial Term") unless terminated earlier. The End Month is established by the number of months elected in the term counted consecutively from (and including) the Start Month. Customer enrollment is subject to applicable utility policies for customer switching. Delays in enrollment will not extend the term.

6. No Warranties - Unless otherwise expressly set forth in this Agreement, MPG provides and Customer receives no warranties, express or implied, statutory, or otherwise and MPG specifically disclaims any warranty of merchantability or fitness for a particular purpose.

7. Billing and Payment - Invoices will be provided for quantities of gas used as measured by LDC meter reads. Both parties agree to accept measurements as reported by the LDC.

- Where Consolidated Billing is elected, Customer will receive a single bill from the LDC that will include both MPG supply charges and LDC delivery charges ("Consolidated Billing"). If the LDC charges a fee for the cost of Consolidated Billing, MPG may pass such fees through to Customer.
- Where Dual Billing is elected, Customer will receive separate monthly invoices from MPG for supply charges and from the LDC for delivery charges ("Dual Billing").

Unless otherwise agreed to, MPG invoices will be due 20 days from the invoice date. If Customer fails to pay any invoice in full

by the due date then in addition to any other remedies per this Agreement and by law, MPG may, in its sole discretion, without notice, convert customer to Consolidated Billing; OR terminate this Agreement upon 15 calendar days' written notice. Failure to make full payment of MPG charges due on consolidated bills will be grounds for disconnection of utility services and commodity service in accordance with New York State Department of Public Service (the "DPS") rules and regulations on termination of service. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the DPS. A \$35 fee will be charged for returned payments. If payments made to MPG are rejected two times in a one-year period, the only form of payment acceptable will be a certified check, money order or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement or letter indicating that the lesser payment constitutes full payment we are under no obligation to accept such lesser payment as full payment, we may accept such payment without prejudice to any other rights or remedies that we may have against you to collect the full amount and may apply it to your account(s) as a partial payment.

8. Material Change in Circumstances - If a change in law, tariff, or rule creates a material impact to the circumstances upon which this agreement was based, We reserve the right to pass through the effects of such changes at no markup upon providing You 30 days' prior written notice.

9. Credit - Customer agrees to provide financial information as MPG may reasonably request periodically to assess Customer's financial condition. If a deposit is required, MPG will pay interest as required by applicable laws and/or regulations. If either party or its guarantor files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for protection from creditors or has such petition filed or proceeding commenced against it ("Defaulting Party"), the non-defaulting party may initiate Termination proceedings under this agreement in addition to any and all other remedies available hereunder. For commercial customers, such termination proceedings may be initiated immediately without further notice.

10. Customer Agent - Customer authorizes MPG to act as Customer's designated agent for arrangement of delivery and transportation of NG from transfer point(s) to the respective LDC's City Gate. MPG will act on Customer's behalf to provide coordination functions hereunder, including, but not limited to nominating, scheduling and balancing.

11. Delivery Point, Title, and Taxes - NG sold pursuant to this Agreement shall be delivered to a "Point of Delivery", which shall constitute the point at which the sale occurs and title passes from Seller to Customer. The Point of Delivery for NG sold hereunder shall be a location outside the State of New York as selected by MPG. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of NG. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with MPG.

12. Termination - Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take several billing cycles for Customer to return to LDC commodity supply service, and Customer is liable for all MPG charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be reconciled if necessary when a final meter reading is provided. If we terminate this Agreement due to breach, nonpayment, or a Defaulting Party you may be charged an Early Termination Fee ("ETF"), as specified in the Customer Disclosure Statement or as listed in the Renewal Notice, in addition to any energy charges you may already owe. An ETF shall become due and payable immediately upon effective date of termination of service to the account(s). Volumes used for ETFs are available upon request.

Terms & Conditions

13. Consumer Protections and Contact - The services provided by MPG to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. MPG will provide at least 15 calendar days' notice prior to cancellation of service to Customer except as noted elsewhere in this Agreement for commercial customers. In the event of non-payment of any charges owed to MPG, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting MPG by phone at 866-614-9373 or the DPS at 1-800-342-3377 (General Helpline), or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline).

14. Force Majeure - In the event that either party is rendered unable, wholly or in part, to perform their obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's LDC or MPG transportation capacity, or Customer's LDC appropriation of NG, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. If the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, anticipated duration of non-performance, and remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of NG under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

15. Liability - Our liability is limited to direct actual damages, which will not exceed the amount of your single largest monthly invoice during the last 12 months. All other remedies at law or in equity are hereby waived. We are not liable for punitive, incidental, consequential, exemplary, indirect, third-party claims, lost profits or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise any cause of action or claim for any liability, arising from breach of this Agreement.

16. Dispute Resolution - For Residential Customers: Consumer protections are provided to Buyer under the terms and conditions of HEFPA and the Public Service Commission's ("Commission") rules, regulations and orders. In the event of a billing dispute or a disagreement regarding MPG's service, Customer should contact MPG Customer Service. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve non-residential disputes associated with the services provided under this Sales Agreement. Retail Access inquiries can be made at the DPS Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; 888-697-7728.

17. Assignment - You may assign this Agreement with prior written consent of Mirabito and the assignee(s). We may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of Mirabito Power & Gas, LLC, or any other approved ESCO or other entity authorized by the DPS. This Agreement is binding on each party's successors and legal assigns.

18. Governing Law - This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation or pricing structure whereby MPG is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion MPG shall have the right to cancel this Agreement

on 15 calendar days' notice to Customer. Jurisdiction for any disputes shall be exclusively in the Courts of Broome County, New York and you waive all objections you may have to such jurisdiction, including objections to lack of personal jurisdiction.

19. Information Release Authorization - You hereby authorize MPG to obtain and review information regarding your credit history from credit reporting agencies and the following information from the Utility: consumption history; billing determinants; utility account number; payment history; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, human needs status, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. We may use this information to determine whether we will commence or continue to provide service to you and will not be disclosed to third parties unless required by law. Your execution of this Agreement shall represent your authorization for the release of this information to us. This authorization will remain in effect during the Initial Term and any Renewal Term. You may rescind this authorization at any time by providing written notice or calling us at 866-614-9373. MPG reserves the right to terminate this Agreement by providing you written notice in the event you rescind such authorization.

20. Use of Logos and/or Trademarks - Customer permits MPG to use Customer's publicly available name, quotes, logos, and/or trademarks in marketing documentation displayed or issued to prospective customers of Mirabito. Customer permits MPG to obtain its name, logo and trademarks as available on the Customer's public website. MPG agrees not to modify or otherwise change the name, logo, or trademarks used in accordance with the terms herein except however, that the name, logo, or trademarks may be resized for use as permitted. Customer hereby waives the right to inspect or approve the images prior to use by Mirabito. This Consent may be revoked at any time in writing except that any such revocation shall be prospective only and any material in existence at the time of such revocation remains subject to this Consent. Customer represents and warrants that it is the legal owner of the name, logos, and trademarks and agrees to indemnify, defend and hold harmless, Mirabito from any and all actions, claims, and demands arising out of or in connection with the use of all or any part of the name, quotes, logos and/or trademarks (including computer images or reproductions of any kind), including any editorial or comment which may accompany the images in their displayed format. This Consent shall not transfer any ownership rights in the Customer's name, quotes, logos, and/or trademarks.

21. Severability - If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. If any provision of these Terms and Conditions conflict with information set forth on the Customer Disclosure Statement, the provisions of the Customer Disclosure Statement shall control.

22. Delay or Failure to Exercise Rights - No partial performance, delay or failure on Mirabito's part in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

23. Taxes and Laws - Except as otherwise provided herein or by law, all taxes due and payable with respect to performance of your obligations under this Agreement shall be paid by the Customer. Any lawful tax exemption will be recognized on a prospective basis from the date that you provide valid tax exemption certificates to us.

24. Natural Gas Emergencies - In the event of a natural gas emergency or interruption, contact the appropriate Utility below. You should also contact local emergency personnel. National Grid (Upstate): 800-892-2345; NYSEG: 800-572-1121; RGE: 800-743-1702.

J.----This limited warranty is void if Sutphen determines that the vehicle or item has been neglected, misused, altered, overloaded, loaded beyond specified compartment weights limits, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Sutphen determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Sutphen intended or designed the vehicle or item.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation / Warranty Admin.
PO Box 1845 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549



FRAME WARRANTY LIFETIME

SUTPHEN CORPORATION (Sutphen) warrants to the original user/purchaser only of a Sutphen chassis, that the frame or frame members are free of defects in material and workmanship, ordinary wear and tear excepted, for the lifetime of the vehicle.

Sutphen's obligation under this warranty is strictly limited to repairing, as the company may elect, any part or parts of such frame or frame members which the company's examination discloses to be defective in material or workmanship. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location will be the responsibility of the user/purchaser.

Sutphen's obligation under this limited warranty is subject to the conditions (1) the claimed failure shall have first appeared during the warranty period; (2) the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notifications, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this limited warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

This warranty shall be null and void if the frame shows any evidence of alterations, cutting, splicing, additional welding or drilling of rails or flanges without the written authorization of Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner. The frame and under carriage shall be washed and painted, by the owner, where needed, semi-annually or as conditions require; if rust starts, it must be properly primed and painted or this warranty shall be voided.

Periodically check apparatus for chips and scratches in the paint and repair them with touch-up paint furnished upon delivery, or equal. Several times a year wash underneath the apparatus, especially during winter months. If power wash is used, use a fan spray only or it may damage the undercoating or paint. If damage of undercoating or paint occurs, prime, paint, and re-undercoat areas where bare metal is showing, or warranty shall be void.

If optional Ziebart undercoating is provided on the apparatus, purchaser is required to have undercoating inspected annually by an Authorized Ziebart Dealer for a minimum of 10 years.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- B. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- C. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- D. ---Damage caused by failure to follow the requirements of the maintenance schedule.
- E. ---Towing charges and storage expenses.
- F. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- G. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
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Hale Products Inc. • A Unit of IDEX Corporation
700 Spring Mill Avenue • Conshohocken, PA. 19428
Phone: 610-825-6300 • Fax: 610-825-6440
www.haleproducts.com

Products Inc. Limited Standard Warranty (Fire Service Applications Only)*

EXPRESS WARRANTY: Hale Products, Incorporated ("Hale") hereby warrants to the original buyer that products manufactured by Hale are free of defects in material and workmanship for a period of five (5) years from the date the product is first placed into service or five and one-half (5-1/2) years from date of shipment by Hale, whichever period shall be first to expire. Within this warranty period Hale will cover parts and labor for the first two (2) years and parts only for years three (3) through five (5).

LIMITATIONS: HALE'S obligation is expressly conditioned on the Product being:

- Subjected to normal use and service.
- Properly installed and maintained in accordance with HALE'S Instruction Manual and Industry Standards as to recommended service and procedures.
- Not damaged due to abuse, misuse, negligence or accidental causes.
- Not altered, modified, serviced (non-routine) or repaired other than by an Authorized Service facility.
- Manufactured per design and specifications submitted by the original buyer.
- Used with an appropriate engine as determined by the engine manufacturers published data.
- Excluded are normal wear items identified as but not limited to packing, strainers, anodes, filters, light bulbs, intake screens, wear rings, mechanical seals, etc.

THE ABOVE EXPRESS LIMITED WARRANTY IS EXCLUSIVE. NO OTHER EXPRESS WARRANTIES ARE MADE. SPECIFICALLY EXCLUDED ARE ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; COURSE OF DEALING; USAGE OF TRADE; OR PATENT INFRINGEMENT FOR A PRODUCT MANUFACTURED TO ORIGINAL BUYER'S DESIGN AND SPECIFICATIONS.

EXCLUSIVE REMEDIES: If Buyer promptly notifies HALE upon discovery of any such defect (within the Warranty Period), the following terms shall apply:

- Any notice to HALE must be in writing, identifying the Product (or component) claimed defective and circumstances surrounding its failure.
- HALE reserves the right to physically inspect the Product and require Buyer to return same to HALE'S plant or Authorized service Facility.
- In such event, Buyer must notify HALE for a Return Goods Authorization number and Buyer must return the Product F.O.B. within (30) days thereof.
- If determined defective, HALE shall, at its option, repair or replace the Product, or refund the purchase price (less allowance for depreciation).
- HALE's reimbursement covers only the standard labor and Hale components required for the removal, repair, and/or re-installation of HALE supplied Product.
- HALE's reimbursement does not cover the standard labor or components for the removal and reinstallation of non-HALE supplied components.
- Absent proper notice within the Warranty Period, HALE shall have no further liability or obligation to Buyer therefore.

THE REMEDIES PROVIDED ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. IN NO EVENT SHALL HALE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE; PERSONAL INJURY; DAMAGE TO REAL OR PERSONAL PROPERTY DUE TO WATER OR FIRE; TRADE OR OTHER COMMERCIAL LOSSES ARISING, DIRECTLY OR INDIRECTLY OUT OF PRODUCT FAILURE.



**Portable and float pumps, non-fire service applications, skids and trailer products sold by Hale are not covered by this warranty document.*



PAINT WARRANTY TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants vehicle exterior paint finish of fire apparatus against peeling, cracking, and lack of adhesion, provided the vehicle is used in a normal and reasonable manner. This limited warranty is extended only to the original user/purchaser.

Sutphen's obligation under this warranty is strictly limited to repairing or replacing as the company may elect. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location is the responsibility of the user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

Periodically check apparatus for chips and scratches in the paint and repair them with touch-up paint furnished upon delivery, or equal paint. Several times a year wash underneath the apparatus, especially during winter months. If power wash is used, use a fan spray only or it may damage the undercoating or paint. If damage of undercoating or paint occurs, prime, paint, and re-undercoat areas where bare metal is showing.

Sutphen's obligation under this limited warranty is subject to these conditions:

- (1) The claimed failure shall have first appeared during the warranty period;
- (2) The original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and
- (3) Unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid.

Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this limited warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

The warranty is pro-rated for a period of Ten (10) years from the date of delivery as follows: first year, one hundred percent; second year, one hundred percent; third year, one hundred percent; fourth year, fifty percent; fifth year, forty percent; sixth year, twenty five percent; seventh year, ten percent, eighth year, paint only, ninth year, paint only, tenth year, paint only. Paint only coverage from the paint manufacturer covers top coat and appearance only (gloss and color retention).

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---An unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, loading or travel costs, vacation pay, etc.
- G. ---Gold leaf or striping and Scotchlite emblems or decals, except that which is affected by repair.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- I. ---Damage caused from not following cab and body washing procedures on truck and in Operation and Maintenance manual.
- J. ---Defects if vehicle is damaged, dented, scratched or rusted from severe salt or road corrosive materials, or faded or discolored by exposure to heat or severe sun conditions or environmental conditions.
- K. ---This warranty shall not apply to non-exterior surface areas (i.e. compartment interiors, undercarriages).
- L. ---This warranty shall only apply to exterior coatings applied by Sutphen Corporation and specifically excludes all coating applications applied by other manufacturers including chassis and chassis compartments.

continued

- M.---This warranty shall exclude accessory vendor equipment that is painted to match the finished vehicle.
- N.---This warranty shall exclude painted roll-up doors.
- O.---Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing or aggressive mechanical wash system.
- P. ---Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature.
- Q.---Accidents, scratches, chips, bruises and gloss reduction due to normal vehicle use and maintenance.
- R. – Third party undercoatings like Ziebart or Krown are not covered in this warranty.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

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PLUMBING WARRANTY TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants the stainless steel pipe and ancillary brass fittings used in the construction of the water plumbing system, for a period of ten (10) years, provided the vehicle is used in a normal and reasonable manner. This limited warranty is extended only to the original user/purchaser.

Sutphen's obligation under this warranty is strictly limited to repairing or replacing as the company may elect. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location is the responsibility of the user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of above mentioned item(s) in which a defect in materials or workmanship appears within the limited warranty period.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

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CAB STRUCTURAL INTEGRITY WARRANTY TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants the cab of each new custom fire and rescue vehicle manufactured by Sutphen to be free of structural failures caused by defective design or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first. This warranty is limited to the cab tubular support and mounting structures and to the other structural components.

Sutphen's obligation under this warranty is limited to repairing or replacing, as Sutphen may elect, without charge to the original purchaser, the structural component or components which Sutphen, after examination, finds, to Sutphen's satisfaction, to have structurally failed due to defective design or workmanship.

Sutphen's obligation under this limited is subject to the conditions precedent: (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen's designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect. The warranty is pro-rated for a period of ten (10) years from the date of delivery as follows: first three years, one hundred percent; four years, seventy-five percent; five years, fifty percent; six years, forty percent; seven years, twenty-five percent; eight years, twenty percent; nine years, fifteen percent; ten years, ten percent.

In advance of the original purchaser effecting repair or replacement of a structural component or components found by Sutphen to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from Sutphen's Customer Service Department. Repair or replacement must be made by a facility approved in advance by Sutphen. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Sutphen, to make the repair or replacement. Labor time or amounts deemed excessive by Sutphen are not covered under this warranty.

Any repair or replacement effected by Sutphen under this limited warranty is itself warranted under this warranty for the duration of the warranty period subject, however, to the provisions of this warranty as are applicable to the structural component or components repaired or replaced by Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories that have a separate warranty by the original manufacturer, or equipment used in fire fighting.
- B. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off road use.
- E. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ---Towing charges and storage expenses.
- G. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- I. ---(1) Normal maintenance services or adjustments;(2) any item that has been repaired, replaced or altered by a facility not approved in advance by Sutphen Customer Service Department or in a manner which in Sutphen's judgment, may adversely affect the operation or longevity of the vehicle or item; (3) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (4) any malfunction resulting from misuse, negligence, alternation accident, or lack of operational knowledge or normal maintenance or adjustments; (5) time required to unload or reload the vehicle or item; (6) nonstructural breakage or cracking; (7) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component as identified in Sutphen's specifications, of the cab due to defective design or workmanship; or (8) transportation fees or charges to or from any facility.

continued



TWO (2) YEARS EXTENDED VEHICLE WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants to the original purchaser of a Sutphen vehicle, that it will provide for repairs to the Sutphen vehicle during the warranty period, in accordance with the following items, conditions, limitations and exclusions.

1. **---What is covered except as otherwise stated below:** Sutphen shall provide repair or replacement, at the sole option of Sutphen, of any part of a Sutphen vehicle in which a defect in materials or workmanship appears under normal use, maintenance or service.
2. **---Warranty period:** This limited warranty is in effect for a 2 year period (twenty-four (24) months) or 30,000 miles, whichever comes first. The warranty period will begin on the date the vehicle is delivered to the original purchaser. This limited warranty is void if the odometer has been disconnected, its reading has been altered, or true and accurate mileage cannot be otherwise determined by Sutphen.
3. **---Other warranties:** The manufacturers of other equipment and components, installed on the vehicle, including but not limited to engine, transmission, axles, pumps, tanks, and signaling devices and other installed equipment, may provide their own warranties. These warranties are separate from this limited warranty and shall constitute the sole and exclusive warranty for those specific covered components. Sutphen shall have no duty or obligation to repair or replace such components. Please review each manufacturer's warranty for descriptions and details of their respective warranty.
4. **---Purchaser responsibilities:** Normal maintenance such as those detailed in the Sutphen Operation and Maintenance Manuals are the responsibility of the purchaser. A copy of maintenance documentation may be requested before approval is given for warranty repair. Failure to comply with such maintenance voids this limited warranty.
5. **---What is NOT covered:** This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:
 - A. Major components or trade accessories such as purchased chassis, engines, signaling devices, transmission, pump, tank, or generator that have a separate warranty by the original manufacturer, or equipment used in fire fighting.
 - B. Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
 - C. Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
 - D. Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or offroad use.
 - E. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
 - F. Normal maintenance such as lubrication, filter replacement, fluid replacement, belts, hoses, clutch, brake linings, brake drums, or disc brake rotors and electric accessories, etc.
 - G. Batteries, tires, light bulbs.
 - H. Towing charges and storage expenses.
 - I. Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
 - J. Discharge and compound gauges from freezing.
 - K. Leaking seals on discharge and suction valves.
 - L. Damage caused from exposure to road de-icing compounds or use in an acidic environment.
 - M. Hydraulic failures caused by incorrect or contaminated oil.
 - N. This warranty terminates upon transfer of ownership of the vehicle from the original purchaser.
 - O. Damage caused from not following cab and body washing and care procedures located on truck and in operation and maintenance manual.
6. **---Obtaining repairs:**
 - A. All limited warranty work must be authorized by Sutphen prior to repairs being attempted.
 - B. To obtain limited warranty repairs the vehicle must be taken by customer to an Authorized Sutphen Service Center within the limited warranty period. To find the name and location of the nearest Authorized Sutphen Service Center in your area, call 1-866-287-5549 or write Sutphen Corporation / Warranty Admin, PO Box 1845, Springfield, OH 45501.

continued

- C. Sutphen reserves the right to inspect the vehicle before repairs are made and Sutphen shall be deemed the sole judge as to whether there is a defect in materials or workmanship under normal use, maintenance or service.
- D. Any part or parts considered to be covered by the conditions of this limited warranty shall be returned, freight prepaid, to Sutphen, or to such other location as may be approved by the company. Replacement or repair of parts determined to be within this limited warranty shall be F.O.B. at Sutphen.
- E. In an emergency, where an Authorized Sutphen Service Center is not reasonably available, contact Sutphen Service Department for instructions. Repairs may be performed, at purchaser's risk, at any available service establishment chosen by purchaser. Purchaser must contact Sutphen Service Department the first business day after completion of repairs. Approved repair invoices must be received by Sutphen within sixty (60) days of repairs. Upon Sutphen's receipt of invoice, Sutphen will review the invoice for reimbursement to the purchaser. Any reimbursement will consist only of the reasonable and customary repair expenses normally covered under this limited warranty. Sutphen will assume no liability and will not warrant the workmanship or components which are the subject of any reimbursement under this policy.

7. ---Warranty limitations:

- A. Nothing contained in this warranty shall make Sutphen liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the machine.
- B. To the extent permitted by law, this limited warranty is also in lieu of all other obligations or liabilities on the part of Sutphen or the Seller, including liability for incidental and consequential damages.
- C. Sutphen makes no representation that the machine has the capacity to perform any functions other than as contained in the company's written literature, catalogs or specifications accompanying delivery of the machine.
- D. It is hereby understood and agreed by the parties to this extended warranty that the Surety's liability under its performance bond with respect to warranty liabilities shall be limited to a period of 12 months or 24,000 miles whichever comes first, which warranty shall begin when the customer takes delivery of the vehicle.
- E. No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of Sutphen in connection with sale, service or repair of any apparatus manufactured by the company.
- F. Sutphen reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

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APPARATUS BODY STRUCTURAL INTEGRITY WARRANTY TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants each new body and heavy duty rescue body manufactured by Sutphen to be free of structural failures caused by defective design or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first. This warranty is limited to body tubular support and mounting structures and other structural components.

Sutphen's obligation under this warranty is limited to repairing or replacing, as Sutphen may elect, without charge to the original purchaser, the structural component or components which Sutphen, after examination, finds, to Sutphen's satisfaction, to have structurally failed due to defective design or workmanship.

Sutphen's obligation under this limited warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect. The warranty is pro-rated for a period of ten (10) years from the date of delivery, as follows: first five years, one hundred percent (5-100%); sixth year, seventy-five percent (6-75%); seventh and eight years, fifty percent (7/8-50%); ninth and tenth years, twenty five percent (9/10-25%).

In advance of the original purchaser effecting repair or replacement of a structural component or components found by Sutphen to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from Sutphen's Customer Service Department. Repair or replacement must be made by a facility approved in advance by Sutphen. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Sutphen, to make the repair or replacement. Labor time or amounts deemed excessive by Sutphen are not covered under this warranty.

Any repair or replacement effected by Sutphen under this limited warranty is itself warranted under this warranty for the duration of the warranty period subject, however, to the provisions of this warranty as are applicable to the structural component or components or replaced by Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ---Towing charges and storage expenses.
- G. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- I. --- (1) Normal maintenance services or adjustments; (2) any item that has been repaired, replaced or altered by a facility not approved in advance by Sutphen Customer Service Department or in a manner which in Sutphen's judgment, may adversely affect the operation or longevity of the vehicle or item; (3) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (4) any malfunction resulting from misuse, negligence, alternation accident, or lack of operational knowledge or normal maintenance or adjustments; (5) time required to unload or reload the vehicle or item; (6) nonstructural breakage or cracking; (7) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component as identified in Sutphen's specifications, of the body due to defective design or workmanship; or (8) transportation fees or charges to or from any facility.

continued

J.This limited warranty is void if Sutphen determines that the vehicle or item has been neglected, misused, altered, overloaded, loaded beyond specified compartment weight limits, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Sutphen determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Sutphen intended or designed the vehicle or item.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation / Warranty Admin.
PO Box 1845 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549



Glens Falls Foundation Grant Application – DRAFT

1. Overview

p.1

The Ballston Spa Public Library (BSPL) is a vital community space. As the most visited public building in the Village of Ballston Spa, our library plays an integral role in serving an in-need community. The Library is a cultural, educational, communal, civic, and social-services hub. It is a gathering space used by all ages for diverse reasons including: borrowing books & other materials, attending youth and adult programs, doing local historical research, using the available technology (computers, internet, copy & fax machines), tutoring sessions, and holding and attending various meetings and workshops. The library currently offers a weekly story-time for children, two monthly book discussions for adults, and typically a monthly special event.

Given the library's role as the heart of our community, this project would be highly beneficial to our low-and-moderate income residents who, based on a recent income survey, number over half of our village residents (Median Household Income (MHI) Survey-Low/Moderate Income Survey (LMI)). Our vision is to inspire learning, creativity, and inclusivity. However, the Library's ability to serve as a community learning center and hub is currently hampered by its small, inflexible, outdated layout that is not well suited to meet the diverse needs of our community. We need more intentionally designed, accessible, and up-to-date multi-purpose spaces to better serve all our patrons (from kids to the kids at heart). The current library was built in 1959 and without renovation and changes to modernize the library and the services it offers, the library's growth and capacity to meet the community's needs now and into the future will continue to be hampered by space and outdated infrastructure. We recently developed a Master Plan to help us meet this vision and the plan includes phasing of renovations, addition, improvements, and system upgrades. We are ready and excited to begin implementing this plan.

2. Purpose of Request

a)Need addressed

The Friends of the Ballston Spa Public Library are requesting \$50,000 from the Glens Falls Foundation to help fund building a two-story addition and improving accessibility. Total project cost is approximately 3 million dollars. The Library's ability to serve key populations would be transformed through this project. First, we aim to add a flexible Quiet/Loud Reading Room in the upstairs of a two-story addition. Currently, the Library does not have space to adequately host small groups (tutoring, collaborative school groups, adult help sessions, etc.). Creating this capacity would dramatically improve our ability to serve school age children, teens, and adults alike. We imagine a welcoming space with the potential to support school projects, study groups, quiet study, or quiet reading. The room could also be reserved for a small meeting or

event. Space for any of these key library functions is deficient in our current building and limits our ability to provide these services and support these populations.

The lower room of the addition will serve as the home for Ballston Spa Public Library's extensive local history collection. This collection connects the institution and building to the shared sense of community past. It tells a holistic story of our community and allows the library to continue to be part of that rich narrative. By making this space multi-functional (allow use for small meetings or quiet work) this space literally weaves history in with the current-day community, something that is truly valued by our library. This new proposed space would include a mechanical and environmental upgrade and control, improved curatorial archiving and more secure public access. The archiving conditions would be maintained at a more consistent level and the safety of ephemera and documents prioritized.

These newly created spaces would be transformative, expanding the services and support that BSPL can offer its patrons and constituents. To demonstrate the impact of our plan, we will be gathering and studying general library patronage, specific space usage, program participation, and library card applications. We are also eager to document how a climate-controlled environment for the historical books and ephemera will protect our fragile and irreplaceable documents while better serving patrons both near and far. Such measurable outcomes would include increased usage by patrons for studying, reading and working. This project would be highly beneficial to our low- and moderate-income residents who based on a recent income survey, number at over half of our village residents (Median Household Income (MHI) Survey-Low/Moderate Income Survey (LMI)).

b) Scope - area to be served

The Ballston Spa Public Library serves a population of 5,409 residents in the Village of Ballston Spa and has 4,582 registered borrowers as of 2019. The Ballston Spa Public Library is an important resource for both the village and region. Perhaps surprisingly, the number of registered borrowers in a given year exceeded the population of the village of Ballston Spa in 6 of the last 15 years (2006 to 2020; 15 year-averages for borrower- and village- populations are 5211 and 5468, respectively). Since 2006, library visits generally increase over time. Excluding 2020 (Covid), the increase in visitation from one year to the next averages +5%. As a consequence of this sustained growth, there were almost twice as many visits in 2019 as in 2006 (66570 and 36244, respectively)! The ratio of visits to registered borrowers is also increasing over time (annual average growth = +6.6%); there were an average of 8 visits per registered borrower in the years prior to 2010 and an average of 13.7 visits per borrower in the three years prior to the pandemic. This escalating trend in both total use and repeated use has occurred in a period when the village population is stable, the square footage of the library essentially unchanged since its creation, and total library expenditures only increased by an average of 2.2% per year. It is clear that the Library is a critical resource to many and that meeting that need is a challenge (Institute of Museum and Library Services (IMLS)).

c) Plan of action, timetable, period covered by grant

Our project was announced as a Master Plan Report to the public and the Village of Ballston Spa Mayor and Trustees in July of '22. We have a capital campaign kick-off public event planned for Dec. of '22. We plan on implementing the addition and accessibility renovation project (Phase 1 a+b) in the second half of 2023 with anticipated completion within the next 3 calendar years.

d) Amount of grant requested and benefits to be derived

We are requesting the amount of \$50,000. The benefits to be derived from our Friends of the Ballston Spa Public Library's capital campaign "Funding our Future, Brick by Brick and Book by Book" is to renovate, redesign, and increase the library's role in the community. The campaign aims to support modernizing the library and better serving constituents of all ages through the addition of a reading room and local history room, an enhanced children's area, teen space, and a renovated community meeting space. Funding will also be used to improve accessibility, use of technology, and energy sustainability, again all critical needs to modernize the library now and for the future. The capital campaign is set up to support implementation of the entire Master Plan Report. However, we are planning on implementing it in phases, with Phase 1 a+b (addition and changes described above) as the highest priority and what we are requesting funding to support.

3. Finances

Our total project cost is \$3,005,074 with the BSPL/FOL raising \$751,269. We are seeking funding towards supporting phases 1 a + 1 b which total: \$352,797.

4. Supporting Documents – floor plans attached

Saratoga Today - Ballston Spa Public Library Capital Campaign Kickoff:

[https://www.saratogatodaynewspaper.com/today-in-saratoga/neighborhood-buzz/item/18034-ballston-spa-pu](https://www.saratogatodaynewspaper.com/today-in-saratoga/neighborhood-buzz/item/18034-ballston-spa-public-library-kicks-off-capital-campaign-dec-8)

[Blic-library-kicks-off-capital-campaign-dec-8](https://www.saratogatodaynewspaper.com/today-in-saratoga/neighborhood-buzz/item/18034-ballston-spa-public-library-kicks-off-capital-campaign-dec-8)

Daily Gazette - BSPL Raising Funds for Renovations:

<https://dailygazette.com/2022/12/04/ballston-spa-library-raising-funds-for-renovations/>

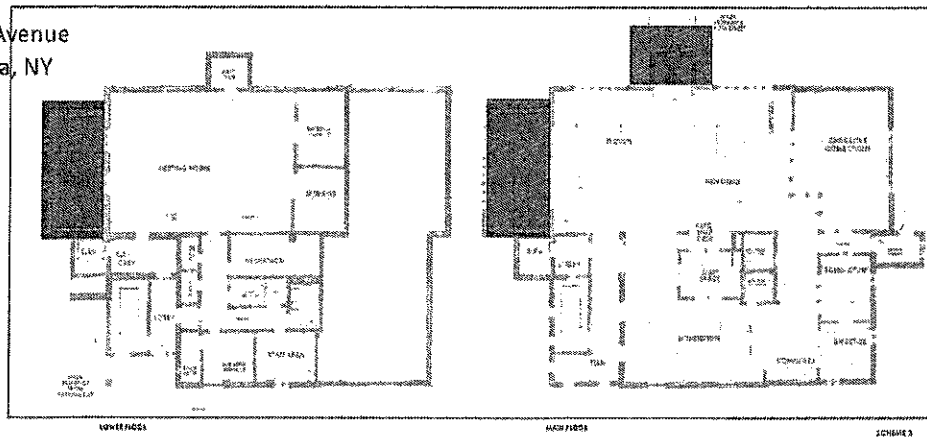
Saratogian - Ballston Spa Public Library Launches Capital Campaign:

<https://www.saratogian.com/2022/12/06/ballston-spa-public-library-launches-capital-campaign/>

Conceptual Master Plan – Phase 1A



Ballston Spa Public
Library
21 Milton Avenue
Ballston Spa, NY



Not to Scale



LEGEND	
[Symbol]	Existing Structure
[Symbol]	Structural Columns
[Symbol]	Existing Foundation
[Symbol]	Study Structure
[Symbol]	Study Foundation
[Symbol]	Existing Utility
[Symbol]	Existing Access
[Symbol]	Existing Driveway
[Symbol]	Existing Parking
[Symbol]	Existing Landscaping
[Symbol]	Existing Site

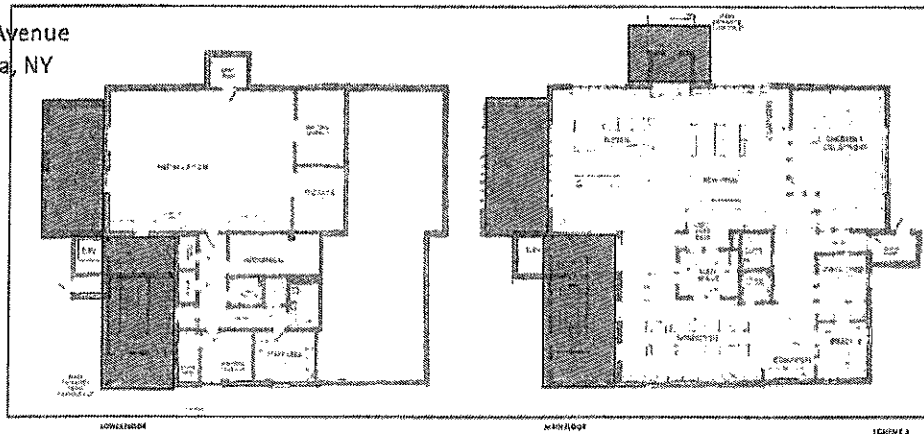
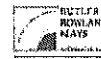


MAPLE PLAN
04-19-2011



Conceptual Master Plan – Phase 1B

Ballston Spa Public
Library
21 Milton Avenue
Ballston Spa, NY



Not to Scale



SYMBOL	DESCRIPTION
[Symbol]	Public Offices
[Symbol]	Children's Collection
[Symbol]	Teen & YA Collection
[Symbol]	Adult Collection
[Symbol]	Study/Reading Room
[Symbol]	Staff Area
[Symbol]	Reception/Check-In/Info
[Symbol]	Restrooms
[Symbol]	Future Addition

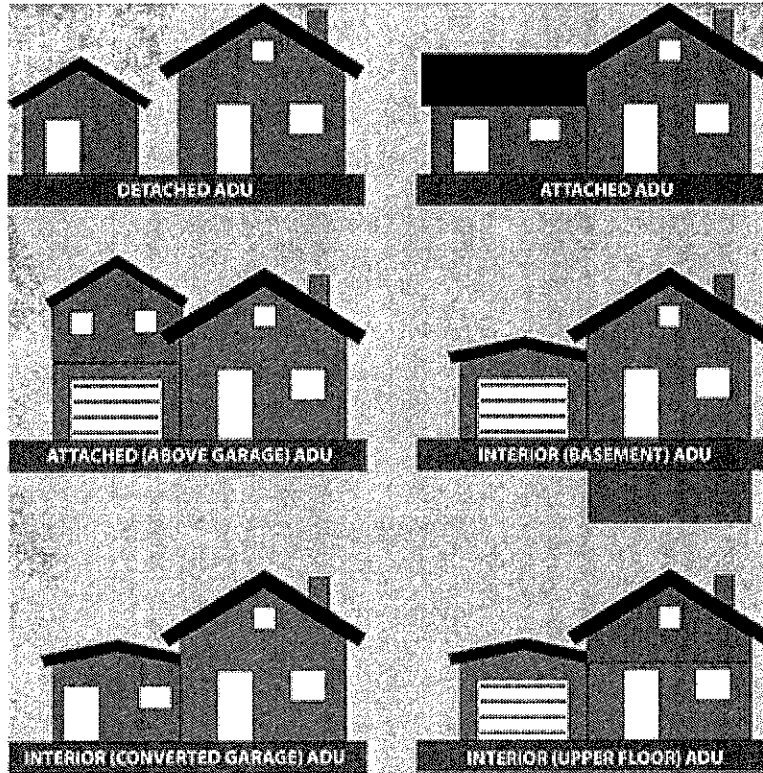
MASTER PLAN	
DATE	10/27/2014
PAGE	3



Ballston Spa
Public Library

Accessory Dwelling Units (ADUs)

(American Planning Association)



Adapted from the [ABCs of ADUs](#)

An accessory dwelling unit (ADU) is a smaller, independent residential dwelling unit located on the same lot as a stand-alone (i.e., detached) single-family home. ADUs go by many different names throughout the U.S., including accessory apartments, secondary suites, and granny flats. ADUs can be converted portions of existing homes (i.e., internal ADUs), additions to new or existing homes (i.e., attached ADUs), or new stand-alone accessory structures or converted portions of existing stand-alone accessory structures (i.e., detached ADUs).

Internal, attached, and detached ADUs all have the potential to increase housing affordability (both for homeowners and tenants), create a wider range of housing options within the community, enable seniors to stay near family as they age, and facilitate better use of the existing housing fabric in established neighborhoods. Consequently, many cities and counties have signaled support for ADUs in their plans and adopted zoning regulations that permit ADUs in low-density residential areas.

Zoning for Accessory Dwelling Units

Many cities and counties permit ADUs in one or more single-family zoning districts by right, subject to use-specific standards. Common provisions include an owner-occupancy requirement, dimensional and design standards to ensure neighborhood compatibility, and off-street parking requirements. Other relatively common provisions include minimum lot sizes.

In some states, such as California and Vermont, localities must permit ADUs by right, under certain conditions. In some others, state laws pre-empt some aspects of local zoning for ADUs or actively encourage cities and counties to adopt permissive zoning regulations for ADUs.

Many older communities have an existing supply of illegally created ADUs. Some of these communities offer, or have offered, some form of limited amnesty to owners of illegal ADUs. These amnesty programs may waive permitting and inspection fees in exchange for owners registering their units, and they typically expire within a year or two of adoption.



Kelly Rose Bolton – Foundation Business Administrator
Glens Falls Foundation
P.O. Box 4560
Queensbury, NY 12804
December 15, 2022

Dear Ms. Bolton,

The Ballston Spa Public Library Director, our Board of Trustees, and our Friends of the Ballston Spa Public Library partners, respectfully submit our application requesting a grant in the amount of \$50,000 for our Master Plan Project.

As the most visited public center in the Village of Ballston Spa, serving an in-need community, our library plays a vital role. We are committed to developing and updating this cherished library to meet 21st Century needs. In May of 2022 we successfully completed a Master Plan Proposal with Paul Mays of Howland Butler and Mays Architects. Our library director, BOT group and FOL officers, are dedicated to recommended improvements outlined in the Master Plan Project. Our vital library has not seen a significant update since the 1970's.

Thank you for your consideration of our request. If you should have any questions, please feel free to contact Andrea Manion, our President of the Ballston Spa Library Board of Trustees, at (518) 478-4785, or Andrea Simmons, Ballston Spa Public Library Director, at (518) 885-5022.

Sincerely,

Andrea Simmons, Library Director – Ballston Spa Public Library

Andrea (Andy) Manion, President – Board of Trustees – Ballston Spa Public Library

Christine M. Fitzpatrick, President – Friends of the Ballston Spa Public Library



SUTPHEN

PROPOSAL

TO THE:
Ballston Spa Fire Department
Attn: Chief Krogh
66 Front Street
Ballston Spa, New York 12020

DATE: November 28th, 2022

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

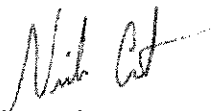
**One (1) Sutphen Heavy Duty Custom Pumper Complete and Delivered for the
Total Sum of \$936,854.00**

*****Priced off of Sourcewell Contract #113021-SUT*****

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **26-29** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid through **December 12th 2022**. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,



Nick Catalino
Sales Manager
Vander Molen Fire Apparatus
Authorized Representative for Sutphen Corporation
(315) 882-4503



SUTPHEN CORPORATION
6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

Empire Gold Blue Access EPO versus CDPHP Gold 221 EPO w/ HRA

Savings / Cost Analysis for:

Village of Ballston Spa

Assumptions:

- Annual Premium - Empire renewal
- Annual Premium - CDPHP alternative
- Premium Savings (Empire to CDPHP)

\$607,133
\$555,338
\$51,795

Employer HRA Levels:

Alternate Plan = CDPHP Gold 221 EPO

Number of contracts	13	<u>Emp/ Spouse</u>	10	<u>Emp/ Child(ren)</u>	2	<u>Family</u>	7	<u>Total</u>	32
HRA funding	\$1,500	\$3,000	\$3,000	\$3,000	\$6,000	\$21,000			
Total max exposure	\$19,500	\$30,000	\$6,000	\$21,000				\$76,500	

- Employer Contribution (Premium)
- Employee Contribution (Premium)

85.00%
15.00%

- Annual Employer Savings / (Cost)
- Annual Employer Savings / (Cost)
- Annual Employer Savings / (Cost)
- Annual Employer Savings / (Cost)
- Annual Employer Savings / (Cost)
- Annual Employer Savings / (Cost)

100%
80%
60%
40%
20%
0%

(\$32,475)
(\$17,175)
(\$1,875)
\$13,425
\$28,725
\$44,025

Note: The employer retains any unused HRA dollars not utilized during the plan year

Empire Gold Blue Access EPO versus CDPHP Gold 221 EPO w/ HRA

Savings / Cost Analysis for:

Village of Ballston Spa

Assumptions:

Annual Premium - Empire renewal \$607,133
 Annual Premium - CDPHP alternative \$555,338
 Premium Savings (Empire to CDPHP) **\$51,795**

Employer HRA Levels:

Alternate Plan = CDPHP Gold 221 EPO

Number of contracts 13

HRA funding \$1,500

Total max exposure \$19,500

	<u>Single</u>	<u>Emp/ Spouse</u>	<u>Emp/ Child(ren)</u>	<u>Family</u>	<u>Total</u>
	13	10	2	7	32
	\$1,500	\$3,000	\$3,000	\$3,000	\$10,500
	\$19,500	\$30,000	\$6,000	\$21,000	\$76,500

Employer Contribution (Premium) 85.00%
 Employee Contribution (Premium) 15.00%

Annual Employer Savings / (Cost) Utilization: 100%
 Annual Employer Savings / (Cost) Utilization: 80%
 Annual Employer Savings / (Cost) Utilization: 60%
 Annual Employer Savings / (Cost) Utilization: 40%
 Annual Employer Savings / (Cost) Utilization: 20%
 Annual Employer Savings / (Cost) Utilization: 0%

(\$32,475)
 (\$17,175)
 (\$1,875)
 \$13,425
 \$28,725
 \$44,025

Note: The employer retains any unused HRA dollars not utilized during the plan year

LOI	Applicant	Project	# of village artists	Anticipated attendance	Feasibility in near term	Seeking from SA	Additional cost to village	genre	schedule
11/16/2022	Betsy (Nourish)	free pattern drawing classes			very good		\$0	adult craft	
6/24/2022	Mark Blech (ASCC)	Birdhouse project	1,500	100,000	repeat of 2021	\$5,000	\$5,000	youth craft	Feb-Oct
11/19/2022	Committee on the Arts	Village of Friends Banners	2		very good	\$2,500	\$0	adult graphic art	Feb-May, Sept-Nov
11/15/2022	Mark Blech (ASCC)	Spring Banners	500	150,000	repeat of 2022	\$3,500	\$0	youth craft	May-Sept
11/22/2022	Dana Womer (BSBPA)	Concerts in the Park	~50% of musicians across 10 concerts	2,000	repeat of 2022	\$5,000	\$0	music variety	May-Sept
11/23/2022	Cathy Heckerl	Sounds of Summer	~10% of musicians across 4 concerts	340	repeat of 2022	\$2,200	\$0	concert band music	Aug/Nov
11/15/2022	Donna Dardaris (ASCC)	Youth art and craft area at Family Fun Day	800	3,500	repeat of 2022	\$2,500	\$0	youth craft	August
11/15/2022	Gina Marozzi (ASCC)	Refrigerators concert	0	1,200	very good	\$5,000	\$0	adult music	August
11/14/2022	Kari Donohue	Craft festival	100%		very good	\$5,000	\$0	adult craft	Oct-Nov
11/15/2022	Anna Stanko (ASCC)	November holiday banners	64	5,000	repeat of 2022	\$2,500	\$0	youth craft	Nov-Jan
11/15/2022	Ray Otten (ASCC)	Holiday Ornaments	500	2,500	repeat of 2022	\$2,600	\$0	youth craft	December

I'd like to make a motion to amend the attached Committee on the Arts Charge/Charter according to the following:

Motion made by ____ seconded by ____ that the attached, ^{Proposed} Ballston Spa Committee on the Arts Charge/Charter be amended according to the following: Under the Committee Membership section, the existing text will be removed, and the following text will be substituted:

Committee Membership:

The Committee will consist of five members. Members are not required to be village residents, but preference will be given to those who are. Initial terms will be for 1,2, and 3 years respectively, with subsequent appointment to 3-year terms.

The Committee members and chair will be chosen per the Village of Ballston Spa Committee Policy that was approved on Oct. 11, 2022.

Village of Ballston Spa Committee Policy, adopted Oct. 11, 2022

Any committee, board, or other group (hereafter collectively referred to as “committee”), that is not already described in Village code, including committees, boards, and ad hoc groups required for grants, or that is convened for the purpose of generating recommendations to the Village Board, or results in actions to be taken by the Village Board, shall have its membership and responsibilities determined by the Village Board as follows:

Recruiting Members:

- 1) Members will be sought via village email, the village website, village social media and posting in Village Hall with a description of purpose and duties.
- 2) Interested individuals will provide to the village clerk a brief statement of interest that includes their background and why they want to be on the committee. People have ten business days from the posting to respond.
- 3) A ‘Serve on a Board/Committee’ on-line form will be put on the website for individuals who wish to put in their name to volunteer for a committee and they will be considered when a need arises.

Board Responsibilities:

- 1) Village board majority will approve the purpose of committee, duties, and the maximum number of people on the committee
- 2) Each village board member gets to pick an equal number of committee members from the pool of applicants. If an odd number, extra picks go first to mayor, then board members in order of seniority. Members will be chosen based on qualifications.
- 3) The board, through majority vote, may alter the above procedure due to time constraints, the need for additional recruitment, or other pertinent reason(s) agreed to by the majority of the board. Any committees formed using an expedited process due to time constraints will go through the standard process once the grant is awarded, and the duties and composition may be modified.

Committee Responsibilities

- 1) Committees shall appoint their own chair.
- 2) All meetings will be noticed on the Village’s meeting calendar, Village website and Village social media pages at least 72 hours prior to the meeting. Committee meetings will be open to the public and provide the opportunity for public comment. Agenda and minutes will be at the discretion of the committee. Committees must meet either in person or by videoconferencing/webinar format.

**Inter-Municipal Agreement
By and between
Ballston Spa Central School District
And
Village of Ballston Spa, New York**

AGREEMENT this 30 day of November, 2021 by and between the Ballston Spa Central School District, hereinafter referred to as "District", with its principal business address at 70 Malta Avenue, Ballston Spa, New York 12020 and the Village of Ballston Spa with a business address at 66 Front Street, Ballston Spa, NY 12020 hereinafter referred to as "Village". The District and the Village may hereinafter be collectively referred to as "the Parties."

WHEREAS, the Village sponsors an ice skating program each winter and wishes to locate the ice rink on District owned property at Eastern Avenue; and,

WHEREAS, children who utilize the Village's ice skating program are students of the District, who benefit from the program; and,

WHEREAS, consistent with prior informal agreements, the District is willing to allow the Village to use a designated area of District property located in proximity to the Ballston Area Recreation Commission headquarters between Eastern Avenue and Hyde Boulevard, during the 2021-2022 school year, for the purpose of having its ice skating program; and,

WHEREAS, the parties understand that the Village will be building an ice skating area on the property described above, to be utilized as early as December 2021 and ending no later than March 15, 2022, which the Village agrees it is its sole responsibility to maintain the premises and supervise those entering onto the premises for the purpose of utilizing the skating area built by the Village; and,

WHEREAS, the parties have discussed and agreed on the following terms and conditions for such Agreement,

IT IS THEREFORE AGREED:

1. Insurance

The Village agrees to add the District as an Additional Insured on its general liability insurance policy for the 2021-2022 school year. Proof of this insurance will be provided by the Village to the District in the form of a Certificate of Insurance.

2. Indemnification

The Village shall defend, indemnify and save harmless the District, its employees and agents from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Village, its employees or agents, based upon the terms set forth in this Agreement. The District shall defend, indemnify, and save harmless the Village from and against all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the District, its employees or agents, based upon the terms set forth in this Agreement.

3. Assignment

The Village is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement and its obligations thereunder without the prior written consent of the District.

Inter-Municipal Agreement
By and between
Ballston Spa Central School District
And
Village of Ballston Spa, New York

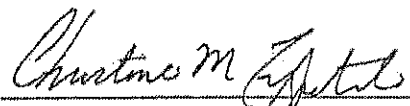
4. Term


The term of this Agreement is for the 2021-2022 school year as set forth in more detail above. Either party may terminate this Agreement upon 30-day's notice, in writing, to the other party, addressed to the chief executive of the other party. This Agreement may be renewed on an annual basis by the parties.

5. Approval

This Agreement is subject to approval by the District's Board of Education.

IN WITNESS WHEREOF, an authorized representative of each party hereto has executed this AGREEMENT on the day and year written below.

By:  Date: 11/30/21
Village of Ballston Spa
Christine M. Fitzpatrick, Mayor
Name (Printed)

By:  Date: 12/15/2021
Ballston Spa Central School District
JASON ERIC FERNAU
Name (Printed)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2021

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

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

PRODUCER Marshall & Sterling Upstate, Inc. 126 High Rock Ave., Suite 208 Saratoga Springs NY 12866		CONTACT NAME: Mary Lou Well, ACSR PHONE (A/C No, Ext): (518) 567-1342 E-MAIL ADDRESS: mwell@marshallsterling.com FAX (A/C No): (518) 567-1348	
INSURED Village of Ballston Spa 66 Front Street Ballston Spa NY 12020		INSURER(S) AFFORDING COVERAGE INSURER A: NYMIR INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20690

COVERAGES **CERTIFICATE NUMBER:** CL2152701463 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INS) / WAIVED (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MPLVBL002	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Empl Bene Liab Clms \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Additional \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MCAVBLS002	06/01/2021	06/01/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Additional \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MECVBLS002	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Location/Risk: Eastern Ave Ice Skating Rink

Ballston Spa Central School District is provided Additional Insured status on the General Liability when required by written contract or agreement as respects the above Location/Risk. (form #MPL216 attached)

CERTIFICATE HOLDER Ballston Spa Central School District 70 Malta Avenue Ballston Spa NY 12020	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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GENERAL LIABILITY
NEW YORK MUNICIPAL SPECIAL
ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the General Liability Policy.

ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

WHO IS AN INSURED is amended to include any person or organization which because of a written contract, agreement or permit coverage is provided under this policy, but only with regards to your operations, "your work" or facilities owned or used by you.

- a. This provision does not apply:
 - (1) Unless the written contract or agreement has been executed by the entity seeking coverage prior to the "bodily injury," "property damage," "personal and advertising injury;"
 - (2) To any person or organization included as an insured under this Coverage Part; or
 - (3) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (4) To any person or organization contracted to supply municipal products or services on your behalf.

- b. When a lessor of leased equipment becomes an insured under this provision, the following additional exclusions apply:
 - (1) To any "occurrence" which takes place after the equipment lease expires; or
 - (2) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.

- c. When an engineer, architect or surveyor becomes and insured under this provision, the following additional exclusions applies:

"Bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (2) Supervisory, inspection, or engineering services.

- d. When:

- (1) Owners or other interests from whom land has been leased/borrowed; or
- (2) Manager or owner/lessor of premises;

Becomes an Insured under this provision, the following exclusions apply:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.