

PUBLIC SAFETY COMMITTEE
October 5, 2021 4:00 p.m.

AGENDA

Chair: John Lant

Members:

Preston Allen
Eric Connolly
Dick Lucia
Jean Raymond
Jon Schopf - VC
Mike Smith

- I. Welcome and Attendance
- II. Approval of the minutes of the August 31, 2021 meeting
- III. Authorizing an agreement with Pittsfield Communications Systems for the County's Public Safety radio equipment – Carl Zeilman, Emergency Services
- IV. Authorizing an amendment to the agreement with Cummins Inc for generator maintenance – Carl Zeilman, Emergency Services
- V. Accepting 2021-2022 District Attorney Salary Aid Program Grant from the Division of Criminal Justice Services – Karen Heggen, District Attorney
- VI. Other Business
- VII. Adjournment

The public will have an opportunity to hear the meeting live via an audio signal using this call-in number and access code:

Dial: 1-978-990-5145

Access Code: 1840389



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Carl Zeilman

DATE: 09SEPT2021

RE: Agreement with Pittsfield Communications

COMMITTEE: Public Safety

1. Is a Resolution Required: YES or NO
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed: YES or NO
(If yes, budget lines and impact must be provided)
3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)
4. Specific details on what the resolution will authorize:
Authorize the Chairman of the Board to enter into an agreement with Pittsfield Communications Systems Inc, for the removal, installation, programming and maintenance of the County's public safety radio equipment.
5. Does this item require hiring a Vendors/Contractors: YES or NO
 - a. Were bids/proposals solicited: Yes
 - b. Is the vendor/contractor a sole source: N/a
 - c. Commencement date of contract term: 1OCT2021
 - d. Termination of contract date: 30SEPT2024
 - e. Contract renewal and term: Subject for renewal for 1 year, not to exceed \$35,000
 - f. Contact information: Michael O'Brien (413) 448-8214 / MObrien@pittsfieldcommunications.com
 - g. Is the vendor/contractor an LLS, PLLC or partnership: Corporation
 - h. State of vendor/contractor organization: Pittsfield, MA
 - i. Is this a renewal agreement: YES or NO
 - j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
- Radio services provided to the county departments of OES, DPW, Sheriff's. Adding County District Attorney to this contract.
- Expense Line:Varies by department



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 247 - 2017

Introduced by Supervisors Lent, Allen, DeLucia, Lawler, Pemrick, Szczepaniak and Tollisen

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH PITTSFIELD COMMUNICATIONS SYSTEMS, INC. FOR THE REMOVAL, INSTALLATION, PROGRAMMING AND MAINTENANCE OF THE COUNTY'S PUBLIC SAFETY RADIO EQUIPMENT

WHEREAS, pursuant to Resolutions 164-13 the County entered into a four-year agreement with Pittsfield Communications Systems, Inc. for the provision by Pittsfield of non-warranty maintenance services of radio equipment utilized by the various County departments who use the County radio system; and

WHEREAS, the agreement with Pittsfield Communications Systems, Inc. has expired; and

WHEREAS, the Office of Emergency Services solicited bids for the removal, installation, programming, and maintenance of the County's radio system equipment; and

WHEREAS, our Public Safety Committee and the ^{Commissioner} Director of our Office of Emergency Services have recommended that the County enter into an agreement with Pittsfield Communications Systems, Inc., the lowest bidder, for a term of three years, subject to renewal for an additional term of one year, at the rates submitted in their proposal, with the total cost not to exceed ~~\$20,200~~ per year for the provision of removal, installation, programming, and maintenance services for the County's public safety radio system equipment maintained by the Office of Emergency Services, the Department of Public Works and the Sheriff's Department; now, therefore, be it

County Dist Attorney

Sept 1, 2021

Aug 31 2024

RESOLVED, that the Chair of the Board is authorized to execute an agreement with Pittsfield Communications Systems, Inc. of Pittsfield, Massachusetts, for the maintenance of the County's public safety radio system equipment maintained by the Office of Emergency Services, the Department of Public Works and the Sheriff's Department, for a term of three years commencing ~~September 1, 2017~~ and terminating ~~August 31, 2020~~, subject to renewal for a term of one year, at an annual cost not to exceed \$20,200, and at the following rates of Pittsfield Communications Systems, Inc.:

Dist Attorney

\$135,000

Mobile Radio, 2-piece installation	\$185. Each ✓
Mobile Radio, 2-piece removal	\$ 40. Each ✓
Mobile Radio, 1-piece installation	\$125. Each ✓
Mobile Radio, 1-piece removal	\$ 25. Each ✓
Installation of Light Bar with Controller	\$285. Each ✓

Removal of Light Bar with Controller	\$ 75. Each ✓
Installation of Siren Controller & Speaker	\$125. Each ✓
Removal of Siren Controller & Speaker	\$ 40. Each ✓
Installation of (Havis, etc.) Mobile Console	\$129. Each ✓
Removal of (Havis, etc.) Mobile Console	\$ 50. Each ✓
Installation of Computer Docking Station	\$139. Each ✓
Removal of Computer Docking Station	\$ 50. Each ✓
Installation of Head Light Flashers	\$125. Each ✓
Removal of Head Light Flashers	\$ 65. Each ✓
Programming Mobile Radio w/County Templates	\$ 35. Each ✓
Programming Portable Radio w/County Templates	\$ 35. Each ✓
Technician Rate for Technical Services	\$ 95. Per Hour ✓

and, be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.



JOHN T. WARMT
Director

SARATOGA COUNTY PURCHASING DEPARTMENT

Central Stores ~ Central Printing ~ Central Mail
50 WEST HIGH STREET * BALLSTON SPA, NY 12020
Telephone: (518) 885-2210
Fax: (518) 885-2220

August 18, 2021

Michael O'Brien, Manager
Pittsfield Communications Systems, Inc.
1502 West Housatonic Street
Pittsfield, MA 01201

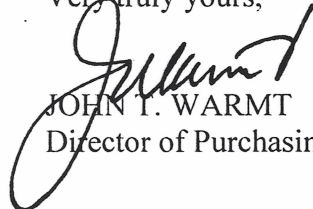
Dear Mr. Ullrich:

This is to inform you that your Company has been awarded the bid for Radio Removal, Installation, and Services, specification 21-ESRS-1, at the bid prices listed on your proposal page (attached).

The contract period is for three (3) years, to begin upon the execution of a contract with the option to extend for an additional one (1) year period upon written agreement of both parties.

If you have any questions, please contact my office.

Very truly yours,


JOHN T. WARMT
Director of Purchasing

cc: C. Zeilman, Commissioner of OES
C. Schall, County Auditor
M. Hartnett, County Attorney

PROPOSAL

*** (BID RESPONSE FORM) ***

Pittsfield Communications Systems agrees to furnish Radio Removal, Installation, and
(firm name)

Services to Saratoga County, as called for in specification 21-ESRS-1.

EST. 1 YR.

QUANTITY ITEM

BID PRICE

10	Mobile Radio - 2-piece installation	\$ <u>185.00</u> per each
10	Mobile Radio - 2-piece removal	\$ <u>40.00</u> per each
10	Mobile Radio - 1-piece installation	\$ <u>125.00</u> per each
10	Mobile Radio - 1-piece removal	\$ <u>25.00</u> per each
10	Installation of Light Bar w/Controller	\$ <u>285.00</u> per each
10	Removal of Light Bar w/Controller	\$ <u>75.00</u> per each
10	Installation of Siren Controller & Speaker	\$ <u>125.00</u> per each
10	Removal of Siren Controller & Speaker	\$ <u>40.00</u> per each
10	Installation of (Havis, etc.) Mobile Console	\$ <u>129.00</u> per each
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10	Installation of Head Light Flashers	\$ <u>125.00</u> per each
10	Removal of Head Light Flashers	\$ <u>65.00</u> per each
10	Programming Mobile Radio with County Templates	\$ <u>35.00</u> per each
10	Programming Portable Radio with County Templates	\$ <u>35.00</u> per each

Technician Rate for Technical Services

\$ 95.00 per hour

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

DATE 7/27/21 SIGNATURE M/O'Brien
NAME & TITLE Michael O'Brien Manager
COMPANY Pittsfield Communications Systems
ADDRESS 1502 West Housatonic Street
Pittsfield Mass 01201
TELEPHONE 413-448-8214
FAX 413-448-6263
E-MAIL mobrien@pittsfieldcommunications.com

INDEMNITY AND INSURANCE AGREEMENT

***** (BID RESPONSE FORM) *****

IT IS HEREBY AGREED by Pittsfield Communications sys, the CONTRACTOR, as follows:

INSURANCE
CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. Saratoga County must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the County has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the Saratoga County Attorney.

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's obligation to indemnify the COUNTY.

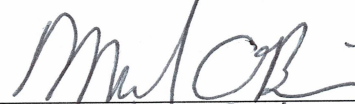
Attorney's Approval

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

HOLD HARMLESS

The CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its Contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this 27th day of July, 2021.

SIGNATURE 
NAME & TITLE Michael O'Brien Manager

**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

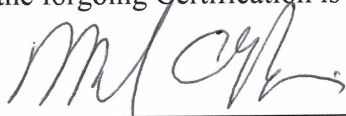
- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

- I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____

Dated: July 28th, 2021.

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.




Signature
Michael O'Brien

Printed Name
Manager

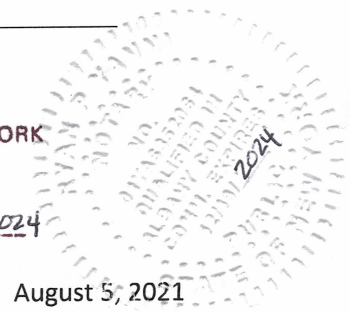
Title

Subscribed and sworn to before me this 28th
day of July, 2021.



Notary Public

RYAN P YANNI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01YA6352064
Qualified in Albany County
My Commission Expires 12-19-2024



VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name Pittsfield Communications Systems INC.

Address 1502 West Housatonic Street Pittsfield MA 01201

Business Type (Sole Proprietorship, Corporation, LLC, etc.) CORPORATION

Is your business a Disadvantaged Business Enterprise (DBE)? Yes No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes No

Does your business have a small business status? Yes No

Any other business status, please provide information: Veteran Owned

Provide the name of the Certifying Entity (ties): _____

Have you conducted business with the County before? Yes No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN #: _____

How did you discover this Bid opportunity? Saratoga Co Purchasing

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes No

If Yes, do you find it useful (explain) or if No, why? yes

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.



PITTCOM-01

AGROVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2020

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

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

PRODUCER Berkshire Insurance Group, Inc PO Box 4889 Pittsfield, MA 01202	CONTACT NAME: Adrienne Grover	
	PHONE (A/C, No, Ext):	FAX (A/C, No): (413) 499-3918
E-MAIL ADDRESS: agrover@berkshireinsurancegroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : CENTRAL MUTUAL INSURANCE CO		20230
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Pittsfield Communications Systems Inc 1502 West Housatonic St Pittsfield, MA 01201	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLP9779089	9/1/2020	9/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP9779090	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXS9779092	9/1/2020	9/1/2021	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Business Auto - NY			BAP9779091	9/1/2020	9/1/2021	Each Accident Limit	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For Communication Installation work as required.

County of Saratoga is an additional insured for General Liability as required by written contract and only as respects insured's ongoing operations relative to the certificate holder.;

CERTIFICATE HOLDER County of Saratoga 40 McMaster Street 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 <i>Adrienne M. Grover</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2020

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

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PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Pittsfield Communication Systems Inc DBA: PITTSFIELD COMMUNICATION 1502 West Housatonic St Pittsfield MA 01201		INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25011	

COVERAGES

CERTIFICATE NUMBER: 1763227

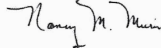
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	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	N	WWC3499575	12/15/2020	12/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

County of Saratoga 40 McMaster Street Ballston Spa NY 12020	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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SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Carl Zeilman

DATE: 3SEPT2021

RE: Contract Amendment to Generator Maintenance - Original Resolution 95-2020

COMMITTEE: Public Safety

1. Is a Resolution Required: YES or NO
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed: YES or NO
(If yes, budget lines and impact must be provided)
3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)
4. Specific details on what the resolution will authorize:
Amend Resolution 95-2020 to adjust the pricing (\$51.96) pertaining to the newly installed generators our Spruce, Providence and Mt. McGregor locations.
5. Does this item require hiring a Vendors/Contractors: YES or NO
 - a. Were bids/proposals solicited:
 - b. Is the vendor/contractor a sole source:
 - c. Commencement date of contract term:
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 - h. State of vendor/contractor organization:
 - i. Is this a renewal agreement: YES or NO
 - j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:

10. Remarks/Reasoning (Supporting documentation must be attached to this form):

The total difference being changed is \$51.96. The expense line utilized is(A.36.000-8293). OES will be submitting a voucher on the Emergency Management Performance Grant for reimbursement.

Pricing adjustment as follows:

Spruce (Old - \$1,322.46/yr - New \$1,974.13) = Difference + \$651.67 (A commercial sized generator was installed here, hence the increase).

Providence - (Old-\$2,658.94/yr - New \$1,974.44yr) = reduced \$684.50

McGregor -(Old -\$1,993.67/yr - New \$1,974.54yr) = reduced \$19.13



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 95 - 2020

Introduced by Supervisors Peck, Lant, Lawler, O'Connor, Raymond, Veitch and Wright

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH CUMMINS, INC. FOR PREVENTIVE MAINTENANCE SERVICES FOR THE EMERGENCY STAND-BY GENERATORS AT THE COUNTY'S PUBLIC SAFETY RADIO TOWERS

WHEREAS, our Office of Emergency Services and Purchasing Department issued a Request for Bids for quarterly preventive maintenance services for the emergency stand-by generators at the County's Public Safety 800 MHz radio towers; and

WHEREAS, our Public Safety Committee and the Commissioner of the Office of Emergency Services have recommended that the bid of Cummins, Inc., the lowest bid received, be accepted; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement with Cummins, Inc. of Albany, New York to provide quarterly preventive maintenance services for the emergency stand-by generators at the County's Public Safety 800 MHz radio towers for a term of two years commencing May 1, 2020 and continuing through April 30, 2022 with the option to renew for an additional term of one (1) year upon written agreement of both parties, at a cost of ~~\$19,924.82~~ per year, plus the following additional costs for any emergency site visits: i) \$120 per hour for any visits during the hours of 7:00 a.m. to 3:30 p.m. Monday through Friday; ii) \$145 per hour for 3:30 p.m. through 7:00 a.m. Monday through Friday and all day Saturday; iii) \$290 per hour on New Year's Day, Christmas Eve and day, Memorial Day, Labor Day, Thanksgiving and the Friday after Thanksgiving; and iv) \$1.00 per mile for travel for any emergency service calls; and be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.

19,976.78



9/2/2021

RE: County of Saratoga Addendum for Providence, McGregor and Spruce Generator Replacement

Ms. Kelly Cook

Per your request the two agreements QT-11814 (Providence & McGregor) and QT-11716 (Spruce) will co-term with the existing bid/contract expiring on April 20,2022 with the option to extend if the County of Saratoga requests per the contract. Please feel free to contact me with any questions.

Thank you,

John Pecori

Cummins Sales & Service
Territory Manager
101 Railroad Ave.
Albany, NY 12205
518-915-5846



8/19/2021

COUNTY OF SARATOGA
6012 COUNTY FARM RD
BALLSTON SPA, NY 12020
RE: Planned Maintenance Proposal

Dear JOHN WARMT,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

John Pecori

John Pecori
PM Territory Manager
Office: (518) 935-2881
Cell: (518) 915-5846
Email: john.pecori@cummins.com



Cummins Inc.
 101 Railroad Ave
 Albany, NY 12205
 Phone: (518)459-1710
 Fax: (518)459-7815

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
COUNTY OF SARATOGA	Name: JOHN WARMT	Quote Date:	8/19/2021
6012 COUNTY FARM RD	Phone: (518) 885-2210	Quote Expires:	10/18/2021
BALLSTON SPA, NY 12020	Cell:	Quote ID:	QT-11814
Customer #: 3121825	Fax: (518) 885-2220	Quoted By:	John Pecori
Payment Type: Pay As You Go	E-mail: jwarmt@saratogcountyny.gov	Quote Term:	3 Year

Site Name: MCGREGOR
 (65 MT MCGREGOR CORRECTIONAL FACILITY WILTON NY 12020)

Unit Name: McGregor Replacement	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Caterpillar	1	April	Inspection	1	\$342.48	\$342.48
Model: DG60	1	October	Full Service	1	\$1,632.06	\$1,632.06
S/N: T3700605	Year 1 Total:					\$1,974.54
Size: 60kW	2	April	Inspection	1	\$342.48	\$342.48
ATS Qty: 1	2	October	Full Service	1	\$1,632.06	\$1,632.06
Notes:	Year 2 Total:					\$1,974.54
	3	April	Inspection	1	\$342.48	\$342.48
	3	October	Full Service	1	\$1,632.06	\$1,632.06
	Year 3 Total:					\$1,974.54

The following riders are included for this unit on this quote:
 With Full Service: Building Load Test, Coolant Analysis - CL2P (Basic), Spark Plugs
 With Inspection: Building Load Test

Site Name: PROVIDENCE
 (7286 BARKERVILLE RD MIDDLE GROVE NY 12020)

Unit Name: Providence	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Name: Replacement	1	April	Inspection	1	\$342.96	\$342.96
Make: Caterpillar	1	October	Full Service	1	\$1,631.48	\$1,631.48
Model: DG60	Year 1 Total:					\$1,974.44
S/N: T3700548	2	April	Inspection	1	\$342.96	\$342.96
Size: 60kW	2	October	Full Service	1	\$1,631.48	\$1,631.48
ATS Qty: 1	Year 2 Total:					\$1,974.44
Notes:	3	April	Inspection	1	\$342.96	\$342.96
	3	October	Full Service	1	\$1,631.48	\$1,631.48
	Year 3 Total:					\$1,974.44

The following riders are included for this unit on this quote:
 With Full Service: Building Load Test, Coolant Analysis - CL2P (Basic), Spark Plugs
 With Inspection: Building Load Test

Year 1 Total: * \$3,948.98
 Year 2 Total: * \$3,948.98



Cummins Inc.
 101 Railroad Ave
 Albany, NY 12205
 Phone: (518)459-1710

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
COUNTY OF SARATOGA	Name: JOHN WARMT	Quote Date:	8/19/2021
6012 COUNTY FARM RD	Phone: (518) 885-2210	Quote Expires:	10/18/2021
BALLSTON SPA, NY 12020	Cell:	Quote ID:	QT-11814
Customer #: 3121825	Fax: (518) 885-2220	Quoted By:	John Pecori
Payment Type: Pay As You Go	E-mail: jwarmt@saratogcountyny.gov	Quote Term:	3 Year

Total Agreement Amount:*

\$11,846.91

***Quote does not include applicable taxes**

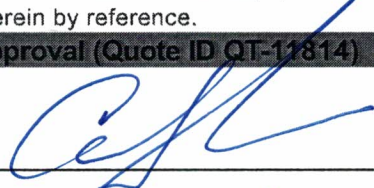
Total Agreement Amount Does Not Include Applicable Taxes. Please call (855) 466-6293 for invoice total prior to sending payment.

Please return signed agreement to:

Cummins Inc.
 Attn: Planned Maintenance Department
 155 Rittenhouse Circle
 Bristol, Pa 19007
 Phone: (855) 466-6293
 Fax: (267) 552-6847
 Email: cpspm@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-11814) **Cummins Inc. Approval**

Signature:  Signature: _____

Date: 19 Aug 2021 Date: _____

Year 3 Total:*

\$3,948.98

Total Agreement Amount:*

\$11,846.91

****Quote does not include applicable taxes***

Generator Planned Equipment Maintenance



INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



7/15/2021

COUNTY OF SARATOGA
6012 COUNTY FARM RD
BALLSTON SPA, NY 12020
RE: Planned Maintenance Proposal

Dear JOHN WARMT,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

John Pecori

John Pecori
PM Territory Manager
Office: (518) 935-2881
Cell: (518) 915-5846
Email: john.pecori@cummins.com



Cummins Inc.
 101 Railroad Ave
 Albany, NY 12205
 Phone: (518)459-1710
 Fax: (518)459-7815

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
COUNTY OF SARATOGA	Name: JOHN WARMT	Quote Date: 7/15/2021
6012 COUNTY FARM RD	Phone: (518) 885-2210	Quote Expires: 9/13/2021
BALLSTON SPA, NY 12020	Cell:	Quote ID: QT-11716
Customer #: 3121825	Fax: (518) 885-2220	Quoted By: John Pecori
Payment Type: Pay As You Go	E-mail: jwarmt@saratogcountyny.gov	Quote Term: 3 Year

Site Name: SPRUCE
 (2 SPRUCE MOUNTAIN PORTERS CORNERS NY 12020)

Unit Name: Spruce	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Caterpillar	1	April	Inspection	1	\$342.40	\$342.40
Model: DG60	1	October	Full Service	1	\$1,631.73	\$1,631.73
S/N: CATODG60LT3700602	Year 1 Total:					\$1,974.13
Size: 60kW	2	April	Inspection	1	\$342.40	\$342.40
ATS Qty: 1	2	October	Full Service	1	\$1,631.73	\$1,631.73
Notes:	Year 2 Total:					\$1,974.13
	3	April	Inspection	1	\$342.40	\$342.40
	3	October	Full Service	1	\$1,631.73	\$1,631.73
	Year 3 Total:					\$1,974.13

The following riders are included for this unit on this quote:
 With Full Service: Building Load Test, Coolant Replacement, Spark Plugs
 With Inspection: Building Load Test

Total Agreement Amount:* **\$5,922.39**
**Quote does not include applicable taxes*



Cummins Inc.
 101 Railroad Ave
 Albany, NY 12205
 Phone: (518)459-1710

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
COUNTY OF SARATOGA	Name: JOHN WARMT	Quote Date:	7/15/2021
6012 COUNTY FARM RD	Phone: (518) 885-2210	Quote Expires:	9/13/2021
BALLSTON SPA, NY 12020	Cell:	Quote ID:	QT-11716
Customer #: 3121825	Fax: (518) 885-2220	Quoted By:	John Pecori
Payment Type: Pay As You Go	E-mail: jwarmt@saratogcountyny.gov	Quote Term:	3 Year

Total Agreement Amount:*

\$5,922.39

**Quote does not include applicable taxes*

Total Agreement Amount Does Not Include Applicable Taxes. Please call (855) 466-6293 for invoice total prior to sending payment.

Please return signed agreement to:

Cummins Inc.
 Attn: Planned Maintenance Department
 155 Rittenhouse Circle
 Bristol, Pa 19007
 Phone: (855) 466-6293
 Fax: (267) 552-6847
 Email: cpspm@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-11716)	Cummins Inc. Approval
--	------------------------------

Signature: _____ Signature: _____

Date: _____ Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator Planned Equipment Maintenance



INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Karen A. Heggen, District Attorney

DATE: 9/23/2021

RE: District Attorney Salary Aid Program for State Fiscal Year 2021-2022

COMMITTEE: Public Safety

1. Is a Resolution Required: YES or NO
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed: YES or NO
(If yes, budget lines and impact must be provided)
3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)
4. Specific details on what the resolution will authorize:
Resolution accepting the 2021-2022 District Attorney Salary Aid Program Grant from the Division of Criminal Justice Services.
5. Does this item require hiring a Vendors/Contractors: YES or NO
 - a. Were bids/proposals solicited:
 - b. Is the vendor/contractor a sole source:
 - c. Commencement date of contract term:
 - d. Termination of contract date:
 - e. Contract renewal and term:
 - f. Contact information:
 - g. Is the vendor/contractor an LLS, PLLC or partnership:
 - h. State of vendor/contractor organization:
 - i. Is this a renewal agreement: YES or NO
 - j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: **YES** or **NO**
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution April 1, 2020 - March 31, 2021
 - Are the terms changing: No
 - What is the reason for the change in terms:
7. Is a new position being created: **YES** or **NO**
- Effective date
 - Salary and grade
8. Is a new employee being hired: **YES** or **NO**
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: **YES** or **NO**
- Source of grant funding: Division of Criminal Justice Services
 - Amount of grant: \$72,189
 - Purpose grant will be used for: Offset salary costs for the District Attorney
 - Equipment and/or services being purchased with the grant: None
 - Time period grant covers:
April 1, 2021 - March 31, 2022
10. Remarks/Reasoning (Supporting documentation must be attached to this form):



KATHY HOCHUL
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

<p>Program Award:</p> <p>2021-2022 District Attorney Salary Aid Program</p>	<p>Date: September 15, 2021</p>
<p>Budget: SFY 2021-2022</p>	<p>Award Amount:</p> <p>Please refer to the attached list for the amount your county has been awarded.</p>
<p>Term Dates: April 1, 2021 – March 31, 2022</p>	
<p>The Division of Criminal Justice Services (DCJS) is pleased to advise you that your county will receive funding under the District Attorney Salary Aid Program for State Fiscal Year (SFY) 2021-2022.</p> <p>Additional Information:</p> <p>Your 2021-22 program award is consistent with the appropriation amounts enacted for this purpose in the state budget. This funding assistance is provided to help offset salary costs that your county has and will incur for the period of April 1, 2021 – March 31, 2022. The DCJS Office of Financial Services will initiate payments directly to your county over the next month.</p>	
<p>If you have any questions regarding this award, please contact:</p> <p style="text-align: center;">Nadia Rockwell DCJS Associate Budgeting Analyst NYS Division of Criminal Justice Services, Finance Office (518) 485-0091 or nadia.rockwell@dcjs.ny.gov</p> <p>Attachment (1)</p>	

**NYS Division of Criminal Justice Services
District Attorney Salary Aid Program
Awards by County
2021 - 2022**

	County	Amount Awarded		County	Amount Awarded
1	ALBANY	\$78,514	32	NIAGARA	\$72,189
2	ALLEGANY	\$72,189	33	ONEIDA	\$72,189
3	BRONX	\$7,974	34	ONONDAGA	\$75,685
4	BROOME	\$72,189	35	ONTARIO	\$72,189
5	CATTARAUGUS	\$72,189	36	ORANGE	\$75,551
6	CAYUGA	\$73,937	37	ORLEANS	\$72,189
7	CHAUTAUQUA	\$72,189	38	OSWEGO	\$72,189
8	CHEMUNG	\$72,189	39	OTSEGO	\$72,189
9	CHENANGO	\$72,189	40	PUTNAM	\$77,934
10	CLINTON	\$73,612	41	QUEENS	\$7,974
11	COLUMBIA	\$72,189	42	RENSSELAER	\$72,189
12	CORTLAND	\$72,189	43	RICHMOND	\$7,974
13	DELAWARE	\$72,189	44	ROCKLAND	\$75,551
14	DUTCHESS	\$76,522	45	SAINT LAWRENCE	\$72,189
15	ERIE	\$77,682	46	SARATOGA	\$72,189
16	ESSEX	\$72,189	47	SCHENECTADY	\$72,189
17	FRANKLIN	\$72,189	48	SCHOHARIE	\$72,189
18	FULTON	\$72,189	49	SCHUYLER	\$72,189
19	GENESEE	\$72,189	50	SENECA	\$72,189
20	GREENE	\$72,189	51	STEUBEN	\$72,189
21	HAMILTON	\$0	52	SUFFOLK	\$79,981
22	HERKIMER	\$72,189	53	SULLIVAN	\$76,176
23	JEFFERSON	\$72,189	54	TIOGA	\$72,189
24	KINGS	\$7,974	55	TOMPKINS	\$73,471
25	LEWIS	\$72,189	56	ULSTER	\$79,181
26	LIVINGSTON	\$72,189	57	WARREN	\$72,189
27	MADISON	\$72,189	58	WASHINGTON	\$72,189
28	MANHATTAN	\$7,974	59	WAYNE	\$72,189
29	MONROE	\$78,203	60	WESTCHESTER	\$79,981
30	MONTGOMERY	\$72,189	61	WYOMING	\$72,189
31	NASSAU	\$76,793	62	YATES	\$72,189



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 25 - 2021

Introduced by Supervisors Lant, Allen, Connolly, Lucia, Raymond, Schopf and Smith

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO ACCEPT A ~~2020-2021~~ DISTRICT ATTORNEY SALARY AID PROGRAM GRANT
2021-2022

WHEREAS, a grant in the amount of \$72,189 is available from the New York State Division of Criminal Justice Services for the purpose of offsetting salary costs for the District Attorney; and

WHEREAS, the acceptance of this ~~2020-2021~~ District Attorney Salary Aid Program Grant requires our approval; now, therefore, be it

RESOLVED, that the Chair of the Board and/or the County Administrator is hereby authorized to execute all documents with the New York State Division of Criminal Justice Services necessary to apply for and accept a ~~2020-2021~~ District Attorney Salary Aid Program grant in the amount of \$72,189 for the grant period April 1, ~~2020~~ through March 31, ~~2021~~.
2021-2022

BUDGET IMPACT STATEMENT: None. 100% State Aid.