

Legislative, Rules & Governmental Operations Committee Meeting  
Board of Elections Agenda  
July 19, 2022

AMENDED

Committee Members: Supervisor Strough, Driscoll, Conover, Frasier, Thomas, McDevitt and Seeber

- I. Committee Meeting Called to Order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
  - A) Renew Contract with Fort Orange Printing
  - B) Renew Contract with Clear Ballot Inc.
  - C) Resolution to pay for repair to damaged Dominion machines
- IV: Discussion Items:
- V.: Referrals/Pending Items:
- VI.: Privilege of the Floor and public comment (please allow 15 second delay on live stream meetings)
- V.: Motion to Adjourn

Attachments:

Proposal Quote from Fort Orange  
Proposal Quote from Phoenix Printing

Proposal Quote from Clear Ballot Inc.

**RESOLUTION REQUEST FORM NO. 3**

**Request for New Contract**

**DEPARTMENT NAME: WARREN COUNTY BOARD OF ELECTIONS**

**DATE: 07/11/2022**

- (a) Is this a Result of a Bid or Request for Proposal?

**PROPOSAL**

- (b) Purpose of Contract:

**RENEW CONTRACT WITH FORT ORANGE PRINTING BASED ON ATTACHED QUOTE**

- (c) Name of Contractor:

**FORT ORANGE PRINTING**

- (d) Address of Contractor:

**11 SAND CREEK ROAD  
ALBANY, NY 12205**

- (e) Contractor's Contact Person and Telephone Number:

**ROBERT WITKO, PRES., (518)489-3233**

- (f) Has or will the Contract be provided, if so, please attach:

**QUOTE, WARREN COUNTY WILL SUPPLY A CONTRACT**

- (g) Commencement Date of Contract:

**08/05/2022**

- (h) Termination Date of Contract:

**08/06/2023**

- (i) Payment Provisions: i) lump sum amount **\$33,693.00**  
ii) hourly rate amount  
iii) total amount not to exceed  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)

**LUMP SUM**

- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount:

**A1450.410 - office supplies \$33,693.00**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS



**BECAUSE EVERY BALLOT COUNTS™**  
 Fort Orange Press Innovative Election Solutions Since 1905

### Warren County Pricing

Pricing effective August 5, 2022 to August 6, 2023

Item No.	Description	Price Per Each	Estimated Quantities	Extended Price
Section I	<b>OPTICAL SCAN BALLOTS</b>			
1	Up to 200,000 Ballots per election (14" or 17") *Note: There is a set up charge of \$225.00 per election.	\$0.48	5,000	\$2,400.00
2	Test Ballots (No Stub)	\$0.47	1,500	\$705.00
3	Blank Ballot Stock	\$0.12	30,000	\$3,600.00
4	Pre-Marked Test Deck Ballots (14" or 17")	\$1.25	350	\$437.50
Section II	<b>MISCELLANEOUS ELECTION SUPPLIES</b>			
5	Election Day Poling Site Posters (2 Per Polling Site)	\$10.50	146	\$1,533.00
6	Absentee/ Civilian Ballot Application 8 ½" x 14" prints 2 sides	\$0.15	1,000	\$150.00
7	Absentee Election Oath Envelopes-#11 Prints 2 sides	\$0.29	2,000	\$580.00
8	Affidavit Envelopes-Envelope measures 10"x15" Prints 2 sides	\$0.57	550	\$313.50
	Miscellaneous Election Supplies (cont'd)			
9	Military Ballot Envelopes-#11 Envelope: Print 2/2, Red ink + 1 spot color	\$0.45	400	\$180.00
10	Military Ballot Envelopes-#12 Envelope: Print 1/1, Red ink + 1 spot color	\$0.61	400	\$244.00
11	Military Ballot Envelope-#14 Envelope: Print 2/2, Red ink + 1 spot color	\$0.64	400	\$256.00
12	BOE Return Envelopes-#10 Envelope: Print 1/1, 1 spot color	\$0.29	5,000	\$1,450.00
13	Absentee Ballot Envelope-#12 Envelope: Print 1/1, 1 spot color	\$0.35	2,000	\$700.00

14	Absentee Ballot Envelope-#14 Envelope: Print 1/1. 1 spot color	\$0.39	2,000	\$780.00
15	Special Federal Envelope-#11 Envelope: Print 2 sides, One Color Black	\$0.42	500	\$210.00
16	Special Federal Envelope-#12 Envelope: Print 2 sides, One Color Black	\$0.59	500	\$295.00
17	Special Federal Envelope-#14 Envelope: Print 1 side, One Color Black	\$0.62	500	\$310.00
18	Special Presidential Ballot Envelopes #11 Print 2 sides, One Color Black	\$0.42	100	\$42.00
19	Special Presidential Ballot Envelopes #12 Print 2 sides	\$0.59	100	\$59.00
20	Standard NTS-Transfer Notice	\$0.55	3,000	\$1,650.00
21	Standard NTS-Acknowledgment Notice	\$0.55	2,000	\$1,100.00
22	Standard NTS-Confirmation Notice	\$0.55	3000	\$1,650.00
23	Ballot Proposal and Amendment Pamphlets-For Statewide Proposals and Amendments. Size to Accommodate necessary proposals and amendments. Prints 1 color	\$2.63	100	\$263.00
24	6x9 Envelopes	\$0.37	1,500	\$555.00
25	6x9 Window Envelopes	\$0.42	1,500	\$630.00
26	#10 Regular Envelope Return Address	\$0.25	5,000	\$1,250.00
27	#10 Window Envelopw	\$0.28	5,000	\$1,400.00
28	Mailcheck Cards 47,000 Registered Voters	\$0.15	47,000	\$7,050.00
29	Absentee mailing approx. 1,200 for General Election	\$3.25	1,200	\$3,900.00
			Total	\$33,693.00

Accepted by: Warren County Board of Elections

Fort Orange Press, Inc.

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William VanNess, Commissioner

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Robert Witko, President/CEO

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Elizabeth McLaughlin, Commissioner

Date: July 7, 2022



Phoenix Graphics, Inc.

Warren County Board of Elections  
1340 State Rt. 9  
Lake George, New York 12845

**RE: Pricing Quote of Election Ballots and Materials**

Phoenix Graphics, Inc. is pleased to submit the attached quote for Printing Services.

Please do not hesitate to contact us should you require any additional information. Thank you for the opportunity.

Sincerely,

PHOENIX GRAPHICS, INC.

Sal DeBiase  
President

1525 Emerson Street • Rochester, New York 14606 • (585) 232-4040  
N.Y.S. 1-800-262-3202 • FAX Line (585) 232-5642

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WARREN COUNTY BOARD OF ELECTION PRICING QUOTE

Item No.	Description	Price Per Each	Estimated Quantities	Extended Price
1	OPPOSITE SCANDINAVIANS Up to 200,000 Ballots per election (14" or 17") Note: \$275.00 setup charge per election	\$0.32	8,000	\$2,600.00
2	Test Ballots (No Seal)	\$0.50	1,500	\$750.00
3	Blank Ballot Stock	\$0.15	30,000	\$4,500.00
4	Pre-Marked Test Deck Ballots (14" or 17")	\$1.32	350	\$462.00
<b>SECTION II: MISCELLANEOUS ELECTION SUPPLIES</b>				
5	Election Day Polling Site Posters (2 Per Polling Site)	\$11.25	146	\$1,642.50
6	Absentee Civilian Ballot Application 8.5" x 14" prints 2 sides	\$0.18	1,000	\$180.00
7	Absentee Election Oath Envelopes #11 Prints 2 sides	\$0.31	2,000	\$620.00
8	Affidavit Envelopes-Envelope measures 10"x15" Prints 2 sides	\$0.60	550	\$330.00
<b>Miscellaneous Election Supplies (Cont'd)</b>				
9	Military Ballot Envelopes #11 Envelope: Print 2:2, Red ink + 1 spot color	\$0.48	400	\$192.00
10	Military Ballot Envelopes #12 Envelope: Print 1:1, Red ink + 1 spot color	\$0.48	400	\$192.00
11	Military Ballot Envelope #14 Envelope: Print 2:2, Red ink + 1 spot color	\$0.50	400	\$200.00
12	BOE Return Envelopes #10 Envelope: Print 1:1, 1 spot color	\$0.31	5,000	\$1,550.00
13	Absentee Ballot Envelope #12 Envelope: Print 1:1, 1 spot color	\$0.36	2,000	\$720.00
14	Absentee Ballot Envelope #14 Envelope: Print 1:1, 1 spot color	\$0.36	2,000	\$720.00

WARREN COUNTY BOARD OF ELECTION PRICING QUOTE

15	Special Federal Envelope #11 Envelope: Print 2 sides, One Color, Black	\$0.48	500	\$240.00
16	Special Federal Envelope #12 Envelope: Print 2 sides, One Color, Black	\$0.48	500	\$240.00
17	Special Federal Envelope #14 Envelope: Print 1 side, One Color, Black	\$0.50	500	\$250.00
18	Special Presidential Ballot Envelopes #11 Print 2 sides, One Color, Black	\$0.48	100	\$48.00
19	Special Presidential Ballot Envelopes #12 Print 2 sides	\$0.48	100	\$48.00
20	Standard NTS-Transfer Notice	\$0.58	3,000	\$1,740.00
21	Standard NTS-Acknowledgment Notice	\$0.58	2,000	\$1,160.00
22	Standard NTS-Confirmation Notice	\$0.58	3,000	\$1,740.00
23	Ballot Proposal and Amendment Pamphlets For Statewide Proposals and Amendments. Size to Accommodate necessary proposals and amendments. Prints 1 color	\$2.80	100	\$280.00
24	6x9 Envelopes	\$0.39	1,500	\$585.00
25	6x9 Window Envelopes	\$0.44	1,500	\$660.00
26	#10 Regular Envelope Return Address	\$0.27	5,000	\$1,350.00
27	#10 Window Envelope	\$0.29	5,000	\$1,450.00
28	MAR Check Cards 47,000 Registered Voters	\$0.15	47,000	\$7,050.00
29	Absentee mailing approx. 1,200 for General Election	\$3.45	1,200	\$4,140.00
	Total			\$35,639.50

# RESOLUTION REQUEST FORM NO. 3

## Request for New Contract

DEPARTMENT NAME: WARREN COUNTY BOARD OF ELECTIONS

DATE: 07/11/2022

- (a) Is this a Result of a Bid or Request for Proposal?

**PROPOSAL**

- (b) Purpose of Contract:

**RENEW CONTRACT WITH CLEAR BALLOT BASED ON ATTACHED QUOTE**

- (c) Name of Contractor:

**CLEAR BALLOT INC.**

- (d) Address of Contractor: **2 OLIVER STREET, SUITE 607  
BOSTON, MA 02109**

- (e) Contractor's Contact Person and Telephone Number:

**ANTONIO CORBIA (917)621-6107**

- (f) Has or will the Contract be provided, if so, please attach:

**QUOTE, WARREN COUNTY WILL SUPPLY A CONTRACT**

- (g) Commencement Date of Contract:

**01/01/2023**

- (h) Termination Date of Contract:

**12/31/2027**

- (i) Payment Provisions: i) lump sum amount **\$47,536.00**  
ii) hourly rate amount  
iii) total amount not to exceed  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)

**LUMP SUM**

- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount:

**A1450.470 - CONTRACTS \$47,536.00**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS



Clear Ballot Group, Inc.  
 Tax ID: 27-0798408  
 Tel: +1 857-250-4961  
 info@clearballot.com  
 https://clearballot.com/

Invoicing Address:  
 Warren County, NY  
 Co. Municipal Ctr. 3rd Fl.- Human Serv., 1340 State Route 9  
 Lake George NY 12845  
 United States  
 ☎ (518) 761-6456

Warren County, NY  
 Co. Municipal Ctr. 3rd Fl.- Human Serv., 1340  
 State Route 9  
 Lake George NY 12845  
 United States

## Quotation # S03097

Order Date: 07/08/2022 14:40:32      Salesperson: Nick Packs

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
ClearAudit/ClearCount 5 Year Renewal	1.000 Units	30,536.00		\$ 30,536.00
BDF Creation (Support)	10.000 Units	1,700.00		\$ 17,000.00
			Subtotal	\$ 47,536.00
			Total	\$ 47,536.00

This quote does not include maintenance for the fi-64/6800 scanner. If the County would like maintenance, it will be charged at \$2,250 per scanner per year.

Expires 9/8/2022

2 Oliver Street  
 Suite 607  
 Boston MA 02109  
 United States

**RESOLUTION REQUEST FORM NO. 20**

**MISCELLANEOUS**

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

**DEPARTMENT NAME: WARREN COUNTY BOARD OF ELECTIONS**

**DATE: 07/12/2022**

- (a) Purpose of Request:  
**PAY FOR REPAIR TO "2" DOMINION LEASED MACHINES DAMAGED  
DURING ELECTION TIME JUNE 2022 NOT COVERED UNDER LEASE  
PROGRAM**
  
- (b) Details:  
**DOMINION REPAIR BILL OF \$2,910.50**
  
- (c) Previous Resolution Number:  
**377-2020**
  
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and  
Amount:  
**A1450.439 MISC CODE MOVED TO A1450.422 REPAIR CODE  
(NO ADDITIONAL FUNDS NEEDED)**

**Sample: A.8021 470 Planning & Community Development – Contract**

\* as listed in budget and LOGOS



9.4.1. Customer shall bear the shipping costs to return the malfunctioning component of Dominion Hardware to Dominion, and Dominion shall bear the costs for standard shipping of the repaired or replaced component of Dominion Hardware to Customer.

9.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

9.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

9.4.2.2. Repair or replacement of Dominion Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

9.4.2.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion;

9.4.2.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.

9.5. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**10. Force Majeure.** Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use commercially reasonable efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

**11. Indemnification.** Dominion, at its sole expense, will indemnify and defend the Customer, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim, suit or action that the System infringes, violates, or misappropriates a Third Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

# Warren County Board of Supervisors

RESOLUTION NO. 377 OF 2020

RESOLUTION INTRODUCED BY SUPERVISORS MAGOWAN, LEGGETT, WILD, BRUNO, DRISCOLL,  
HOGAN AND SHEPLER

## AUTHORIZING A LEASE AGREEMENT FOR DOMINION "ICE" ACCESSIBLE VOTING MACHINES

WHEREAS, the Board of Elections has requested to enter into a seven (7) year lease agreement for twenty-five (25) Dominion "Ice" Accessible Voting Machines including service, maintenance and training at an annual cost of Forty Three Thousand Seven Hundred Eighteen Dollars (\$43,718), not to exceed Three Hundred Six Thousand Twenty Six Dollars (\$306,026) over a term commencing upon execution by both parties and terminating seven (7) years from date of execution with the option to extend the lease further, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman to execute a lease agreement with Dominion Voting Systems, consistent with the terms and conditions as set forth in the preambles of this resolution and in a form approved by the County Attorney, and be it further

RESOLVED, that the cost of the aforementioned lease agreement shall be funded by appropriations from Budget Code A.898.00, Capital Reserve-Election Equipment.