



# CITY OF SARATOGA SPRINGS

## City Council Meeting



March 7, 2017

City Council Room

 [Print](#)

**7:00 PM**

**CALL TO ORDER**

**ROLL CALL**

**SALUTE TO FLAG**

**PUBLIC COMMENT PERIOD / 15 MINUTES**

**PRESENTATION(S):**

1. 2016 West Avenue Special Assessment District Annual Report
2. Saratoga Go! Technology Competition

**EXECUTIVE SESSION:**

**CONSENT AGENDA**

1. Approval of 2/21/17 City Council Meeting Minutes
2. Approval of 2/21/17 Pre-Agenda Meeting Minutes
3. Approve Budget Amendments - (Increases)
4. Approve Budget Amendments - Insurance Reserve-4
5. Approve Budget Transfers - Reg
6. Approve Payroll: 02/24/2017 \$506,945.98
7. Approve Payroll: 03/03/2017 \$492,182.98
8. Approve Resolution for the Use of the Insurance Reserve -4
9. Approve Warrant: 2016 Mid - 16MWDEC8: \$ 6,071.00
10. Approve Warrant: 2017 - 17MAR1: \$364,685.83
11. Approve Warrant: 2017 Mid - 17MWMAR1: \$ 6,467.67

**MAYOR'S DEPARTMENT**

1. Set Public Hearing: Acquisition of Parcel 166.23-1-9 and Portion of 166.23-3-9 Utilizing Open Space Bond Funds
2. Discussion and Vote: To seek SEQRA Lead Agency for Geyser Road Trail
3. Discussion and Vote: Authorization to apply for 2016 Zero-Emission Vehicle (ZEV) and Infrastructure Municipal Rebate Program

4. Discussion and Vote: Approval to pay GAR Associates, Invoice for Appraisal Services
  5. Discussion and Vote: Authorization for Mayor to Sign Contract with Miller, Mannix, Schachner & Hafner, LLC
  6. Discussion and Vote: Authorization for Mayor to Sign Addendum to contract with Honeywell Law Firm, LLC.
  7. Discussion and Vote: Approval to pay Honeywell Law Firm, Invoice Labor and Employment Matters February 2017
  8. Discussion and Vote: Authorization for Mayor to Sign Contract with Goldberger and Kremer Attorneys at Law for Labor and Employment
  9. Discussion: Memorial Day Parade
- 

## **ACCOUNTS DEPARTMENT**

1. Discussion and Vote: Authorization for Mayor to Sign Three Agreements with Plaza 15 Self Storage
  2. Award of Bid: Labor and Employment Legal Services to Goldberger and Kremer, Attorneys at Law
  3. Award of Bid: Land Use Board Legal Counsel to Miller, Mannix, Schachner and Hafner, LLC
  4. Discussion and Vote: Property and Casualty Incidents, Claims and Litigation Protocol
- 

## **FINANCE DEPARTMENT**

1. Announcement: 2 Mega Watt Solar Array on Weibel Avenue Landfill Spa City Solar Park
  2. Discussion and Vote: Budget Transfers - Health Benefits
- 

## **PUBLIC WORKS DEPARTMENT**

1. Discussion and Vote: Authorization for Mayor to Sign Contract with CNA Environmental for Laboratory Services
  2. Discussion and Vote: Authorization to sign contract with BPI Mechanical Service
  3. Discussion and Vote: Authorization for the Mayor to sign Change Order #2 with Trinity Construction Inc for the Adams Street Pump Station Upgrade
  4. Discussion and Vote: Authorization for the Mayor to sign Change Order #2 with PCC Contracting Inc for the Canfield Casino Dining Room & Parlor Restoration Project
  5. Discussion and Vote: Authorization for the Mayor to sign contract with Fleet and Family Center for the Music Hall
  6. Discussion and Vote: Sick Bank Request
- 

## **PUBLIC SAFETY DEPARTMENT**

1. Set Public Hearing: Amend Chapter 225, Article VII subsection 225-59 Redemption of seized vehicles
  2. Discussion and Vote: Amend Chapter 225, Article IX subsection 225-87 Time Limit Parking
  3. Discussion and Vote: Amend Chapter 225, Article IX subsection 225-77 schedule XII Stop Intersections
  4. Discussion and Vote: Authorization for Mayor to sign contract with SF Cleaning
  5. Discussion and Vote: Authorization for Mayor to sign the Disbursement Agreement with LISC (Local Initiatives Support Corporation)
  6. Discussion and Vote: Establish Code Enforcement Technician position
  7. Discussion and Vote: Authorization for Mayor to sign vendor and/or service agreement with Vander Molen
  8. Discussion and Vote: Authorization for Mayor to sign contract with Pittsfield Communications
  9. Announcement: Letter to DOT regarding traffic problems in Saratoga Springs
  10. Discussion and Vote: Establish Police Department Records Management Clerk
  11. Announcement: Thanks to all who set up shelter at the Recreation Center during the power outage
-

## **SUPERVISORS**

1. Matthew Veitch
    1. Report-National Association of Counties Conference: February 25-March 1, 2017
  2. Peter Martin
    1. Report: Greenbelt Trail Alliance
    2. Report: Equalization and Assessment
    3. Report: NY Farm Bureau
- 

## **ADJOURN**



February 21, 2017

## CITY OF SARATOGA SPRINGS

City Council Meeting

City Council Room

7:00 PM

6:50 PM P.H. – Amend Chapter 225 – Stop  
Intersections

6:55 PM P.H. – Amend Chapter 225 – Time  
Limit Parking

**7:00 PM**

**CALL TO ORDER**

**ROLL CALL**

**SALUTE TO FLAG**

**PUBLIC COMMENT PERIOD / 15 MINUTES**

### **PRESENTATIONS**

1. Pitney Meadows Community Farm

### **EXECUTIVE SESSION**

1. Commissioner of finance request: proposed acquisition sale or lease of real property when publicity would substantially affect the value thereof.
2. Commissioner of Public Safety request: Proposed acquisition sale or lease of real property when publicity would substantially affect the value thereof.

### **CONSENT AGENDA**

1. Approval of 2/6/17 Pre-Agenda Meeting Minutes
2. Approval of 2/7/17 City Council Meeting Minutes
3. Approve Budget Amendments (Increases)
4. Approve Budget Amendments – Insurance Reserve
5. Approve Budget Transfers – Regular
6. Approve Payroll: 2/10/17 \$462,296.42
7. Approve Payroll: 2/17/17 \$501,680.27
8. Approve Resolution for Use of Insurance Reserve - 3
9. Approve Warrant: 2016 – 16DEC7: \$230,536.69
10. Approve Warrant: 2017 – 17FEB2: \$1,554,116.61
11. Approve Warrant: 2017 Mid – 17MWFEB2: \$104.85
12. Approve Warrant: 2016 Mid – 16MWDEC6: \$1,000.00
13. Approve Warrant: 2016 Mid – 16MWDEC7: \$2,782.17
14. Approve Warrant: 2017 Mid - 17MWFEB3: \$138,926.20

### **MAYOR'S DEPARTMENT**

1. Proclamation: Frederick Joseph Allen
2. Discussion and Vote: Merit for Review Zoning Amendment PUD Pitney Meadows Community Farm
3. Announcement: Advisory Opinions from County and City Planning Boards and DRC for Pitney Meadows Community Farm



4. Discussion and Vote: Approval to Seek Lead Agency for SEQR Evaluation – Pitney Meadows Community Farm PUD
5. Discussion and Vote: Authorization for Mayor to Sign Agreement with Saratoga Springs Office of the Aging
6. Discussion and Vote: Approval to Pay Miller, Mannix Law Invoices
7. Discussion and Vote: Approval to Pay Honeywell Law Invoices

#### **ACCOUNTS DEPARTMENT**

1. Discussion and Vote: Authorization for Mayor to Sign Agreement with Precision Industrial
2. Discussion and Vote: Authorization for Mayor to Sign Agreement with REMO
3. Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Security
4. Set Public Hearing: Ballston Avenue Zoning Amendment
5. Award of Bid: Flowers and Miscellaneous Supplies to Dehn's Flowers
6. Award of Bid: Plumbing Services for Department of Public Safety to BPI Mechanical Services
7. Discussion: Safety Committee Report on 1/27/17 DPW Garage Fire

#### **FINANCE DEPARTMENT**

1. Announcement: Saratoga Springs Website Named Top regional Website
2. Announcement: Smart City Update – Saratoga Go
3. Discussion and Vote: Resolution for Non-Union Full Time Personnel
4. Discussion: Sales Tax Update
5. Discussion and Vote: Budget Transfers – Payroll
6. Discussion and Vote: Budget Amendment Charter Review Commission Requested Administrative Budget
7. Discussion and Vote: Budget Amendment Charter Review Commission Requested Special Election Budget

#### **PUBLIC WORKS DEPARTMENT**

1. Discussion and Vote: Authorization for the Mayor to Sign Agreement Addendum #2 with Wehran LFG Services, LLC for the Weibel Avenue Landfill Monitoring
2. Discussion and Vote: Sick Bank Request
3. Announcement: Update on the Fire at 19 Van Rensselaer Street – DPW Garage

#### **PUBLIC SAFETY DEPARTMENT**

1. Discussion and Vote: Accept Donation
2. Authorization for Mayor to Sign Contract with BPI for Plumbing Services for the Public Safety Department
3. Discussion: Public Safety 2016 Annual Report
4. Discussion: Cherry Street Drug Raid

#### **SUPERVISORS**

##### Matthew Veitch

1. Racing & Gaming Committee Update
2. Veterans Committee

##### Peter Martin

1. Board of Supervisors
2. Public Health: Open Point of Dispensing

#### **ADJOURN**



February 21, 2017

**CITY OF SARATOGA SPRINGS**  
**City Council Meeting**  
**City Council Room**  
**7:00 PM**

**PRESENT:** Joanne Yepsen, Mayor  
Michele Madigan, Commissioner of Finance  
John Franck, Commissioner of Accounts  
Anthony Scirocco, Commissioner of DPW  
Christian Mathiesen, Commissioner of DPS

**STAFF PRESENT:** Meg Kelly, Deputy Mayor  
Maire Masterson, Deputy Commissioner, Accounts  
Franck Coppola, Jr., Deputy Commissioner, DPW  
Susan Armstrong, Deputy Commissioner, Finance  
  
Vincent DeLeonardis  
  
Matthew Veitch, Supervisor  
Peter Martin, Supervisor

**EXCUSED:** Eileen Finneran, Deputy Commissioner, DPS

**RECORDING OF PROCEEDING**

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

**PUBLIC HEARING**

Amend Chapter 225 – Stop Intersections

Mayor Yepsen opened the public hearing at 6:57 p.m.

Commissioner Mathiesen advised this is to install stop signs in the Meadow Vista subdivision.

No one spoke.

Mayor Yepsen closed the public hearing at 7:00 p.m.

Amend Chapter 225 – Time Limit Parking

Mayor Yepsen opened the public hearing at 7:00 p.m.

Commissioner Mathiesen advised this is regarding the change in parking time limits on Railroad Place between Division Street and Church Street.

No one spoke.

Mayor Yepsen closed the public hearing at 7:02 p.m.

## **CALL TO ORDER**

Mayor Yepsen called the meeting to order at 7:02 p.m.

## **PUBLIC COMMENT**

**Mayor Yepsen said the public comment period is limited to a total of 15 minutes and individuals are limited to two minutes.**

Mayor Yepsen opened the public comment period at 7:03 p.m.

Bonnie Sellers of Saratoga Springs read parts of an editorial (attached) that was in the Gazette on 1/26/17.

Brandon Winchill of Saratoga Springs read his letter that he sent to the City Council. His letter included the request to postpone the vote on the Charter to November. He asked why there is such a rush on this.

Carol Joyce of Saratoga Springs stated it is obvious why they want to push this through. They don't want people to study this because it won't pass if they do.

Marion Trieste of Saratoga Springs stated she spoke to a DEC representative who didn't know about the fire. Why wasn't the DEC notified? It is important to remove the risk.

Bob Turner, Chair of the Charter Review Commission, stated they are an independent and non-political body. They have heard the concern about districts and decided to shift to 6 at large City Council seats. They decided to keep the supervisors status quo; they have figured out how to reduce the cost of the Charter referendum; and investigated section 38 of the state rule law and figured out how the City can apply for a grant to offset the cost of the review work. They are also looking at an early date in June to see if it is feasible.

Barbara Thomas of the Charter Review Commission stated she is part of the Outreach Reach Committee and is confident they will have a good turn-out. They have been receiving good press from various newspapers. She is concerned if the date is moved to the fall they wouldn't get the media with all the candidates running for office.

Simon of Saratoga Springs stated he is in favor of the special election.

Tom Porter of Saratoga Springs stated he is wondering why each time the Charter gets voted down we just don't tweak what we have. Why do they keep trying to re-write? He is opposed to the special election.

BK Kermati of Saratoga Springs and member of the Charter Review Commission stated he has learned a lot. They want to separate this from the regular election so people know what they are running for. It will cost less to do this earlier rather than later.

Gordon Boyd of Saratoga Springs and member of the Charter Review Commission stated the NYS Municipal Home Rule Law gives the Charter Commission the authority to determine when the election will be held. It also requires funds be appropriated to meet reasonable expenses of the Charter review and the referendum.

Ann Bullock of Saratoga Springs and the Charter Review Commission stated she supports the special election. She is concerned about informed voter turn-out. It will be less expensive to educate the voters now.

Minita Sanghvi of Saratoga Springs and member of the Charter Review Commission stated they are a non-partisan commission. Their only concern is the betterment of their city. It does not deserve to be a back of the ballot issue.

Bill Springnether of Saratoga Springs thanked the City Council for Pitney Farm. He also stated having a special election sounds like a good idea; however, May 30<sup>th</sup> may not be the best date.

Jane Wieh of Saratoga Springs stated this is like a child asking the same question over and over to see if they can get a different answer.

Darlene McGraw of Saratoga Springs stated the City is playing a game of Monopoly.

Mayor Yepsen closed the public comment period at 7:27 p.m.

Commissioner Scirocco stated he will report on the fire during his agenda. All the appropriate authorities including the DEC were there. They have spent \$200,000 at the garage making it safer.

Commissioner Mathiesen asked the community to carefully look at today's Charter and form of government and what the proposed changes are.

## **PRESENTATION**

### **Pitney Meadows Community Farm**

Mike Ingersoll of the LA Group presented the plan for the Pitney Farm land. He advised some of the community aspects will be realized later this year. There are some zoning glitches that need to be rectified. There is a 11.7 acre piece of the parcel that is being addressed here. There are easements in place that depicts what activities can occur. There will be a new education facility, possible work housing, and a children's greenhouse/garden. The plan will be done in phases. There is a meeting at the Universal Preservation Hall on March 5<sup>th</sup> to review all the plans again.

## **CONSENT AGENDA**

**Mayor Yepsen moved and Commissioner Madigan seconded to accept the consent agenda as follows:**

1. Approval of 2/6/17 Pre-Agenda Meeting Minutes
2. Approval of 2/7/17 City Council Meeting Minutes
3. Approve Budget Amendments (Increases)
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13. Approve Warrant: 2016 Mid – 16MWDEC7: \$2,782.17
14. Approve Warrant: 2017 Mid - 17MWFEB3: \$138,926.20

**Ayes – All**

**MAYOR'S DEPARTMENT**

Proclamation: Frederick Joseph Allen

Mayor Yepsen read the following proclamation into the record:

A PROCLAMATION  
OF THE CITY OF SARATOGA SPRINGS, NEW YORK

WHEREAS, FREDERICK JOSEPH ALLEN was born in Saratoga Springs in 1867. His remarkable life began shortly after the Civil War and ended 104 years later during the Vietnam War. His story of dedication to his work, his family, and his community is more than just the story of a noted Saratogian. It is a story about America; and

WHEREAS, Mr. Allen was born at a time when African-Americans were finding new roles in our nation. For many, that meant moving far away from their old homes to cities that offered greater social freedom and a better life. When Mr. Allen took a job as a redcap – a railroad station employee – at Union Station in Albany, he must have realized that he was becoming one of the workers responsible for helping the thousands of families who migrated north in search of greater opportunities. Porters and redcaps were important role models in the Black community. They wore railroad uniforms, had responsibility for their passengers, met important people, and represented their railroad. Although they were usually paid less than their white co-workers, they were the people that African-American travelers trusted to ask about local accommodations, job opportunities, and local customs, and they became a vital link in one of the most important demographic shifts that ever shaped American history; and

WHEREAS, Mr. Allen later went to work for many years here in our city. He is believed to be the first African-American employee of our Department of Public Works, and perhaps even the first in all of City Hall. He served as a custodian as well as a skilled plumber and electrician, and those who worked along with him valued him as a colleague and a friend. Throughout his life, he was extensively active in a wide variety of civic, religious, educational and neighborhood activities in our community. He was a loving family man whose proud descendants, many of whom still reside here in Saratoga Springs, remember him with happiness and joy. In sum, he was one of a generation of honest, hard-working Americans who demanded respect by earning it. Today, the lodge that bears his name still follows its founding principles of Charity, Justice, and Brotherly Love,

NOW, THEREFORE, I, JOANNE D. YEPSSEN, Mayor of the City of Saratoga Springs, am pleased to join with my fellow Saratogians, with Mr. Allen's descendants, and with the members of the Saratoga Springs Improved Benevolent And Protective Order of Elks of the World, Frederick Allen Lodge #609, and Mary A. Carter Temple #362, in celebrating the life and the legacy of Frederick Joseph Allen.

Discussion and Vote: Merit for Review Zoning Amendment PUD Pitney Meadows Community Farm (17-031)

**Mayor Yepsen moved and Commissioner Franck seconded that the City Council find that the proposed PUD zoning amendment for Pitney Meadows Community Farm has merit and shall be forwarded to the Planning Board for review.**

**Ayes – All**

Announcement: Advisory Opinions from County and City Planning Boards and DRC for Pitney Meadows Community Farm

Mayor Yepsen announced the City Council will be asking the City Planning Board, County Planning Board and Design Review Commission for an advisory opinion regarding the Pitney Meadows Community Farm.

Discussion and Vote: Approval to Seek Lead Agency for SEQR Evaluation – Pitney Meadows Community Farm PUD (17-032)

**Mayor Yepsen moved and Commissioner Madigan seconded the City Council declare itself lead agency for SEQRA evaluation of the Pitney Meadows Community Farm PUD.**

**Ayes – All**

Discussion and Vote: Authorization for Mayor to Sign Agreement with Saratoga Springs Office of the Aging (17-033)

Mayor Yepsen advised this is an annual agreement with the Office of the Aging.

**Mayor Yepsen moved and Commissioner Madigan seconded to authorize the mayor to sign an agreement with the Saratoga County Office of the Aging. The Saratoga County Board of Supervisors adopted a resolution – 146 in 1996; which authorized agreements with municipalities for partial funding of nutrition and/or transportation services for elderly operated by the Saratoga County Office of the Aging. The budget line item is for \$1,502 which is food and comes out of A3416784; transportation at \$1,502 out of A3416794.**

**Ayes – All**

Discussion and Vote: Approval to Pay Miller, Mannix Law Invoices (17-034)

Mayor Yepsen stated this is for various departments' use of the law firm.

**Mayor Yepsen moved and Commissioner Mathiesen seconded to approve payment of invoices submitted by Miller Mannix Law firm as of this date. Budget line number this will come out of is A3618684.**

**Ayes – All**

Discussion and Vote: Approval to Pay Honeywell Law Invoices (17-035)

**Mayor Yepsen moved and Commissioner Mathiesen seconded to approve payment of invoices submitted by Honeywell Law as of this date. Budget line A3011424.**

**Ayes – All**

#### **ACCOUNTS DEPARTMENT**

Discussion and Vote: Authorization for Mayor to Sign Agreement with Precision Industrial (17-036)

Commissioner Franck advised this contract is for the environmental remediation of the DPW Garage as a result of the January 27th Fire. The cost of this service is fully reimbursable by Travelers Insurance. Travelers and the City will receive a manifest of the chemicals disposed of at this location. Travelers has agreed to the vendor and their proposal. Work on this project is tentatively scheduled to commence the first full week of March.

**Commissioner Franck moved and Commissioner Mathiesen seconded to authorize the mayor to sign the contract with Precision Industrial as distributed with the agenda.**

**Ayes – All**

Discussion and Vote: Authorization for Mayor to Sign Agreement with REMO (17-037)

Commissioner Franck advised the Safety Committee recently purchased two automatic defibrillators - one for the Vernon Ice Rink and one for the Water Treatment Plant. This contract renews the City's existing agreement with REMO for its three original defibrillators and adds the two new ones. Dr. Timothy Brooks, the City's Medical Officer will oversee the medical requirement of the arrangement with the NYS Department of Health.

**Commissioner Franck moved and Commissioner Madigan seconded to authorize the mayor to sign the agreement with REMO as described.**

**Ayes – All**

Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Security (17-038)

Commissioner Franck advised this is the Safety Committee's Security Project that will provide and install new software for City Hall, Police and Fire proximity access cards. Additionally, City Hall will receive new panic button technology that will coordinate resources with the City's security camera programming. The cost of this contract is \$42,674.59 and has been budgeted as part of the City's Capital Budget Risk and Safety Security programming.

**Commissioner Franck moved and Commissioner Madigan seconded to authorize the mayor to sign the contract with Adirondack Security.**

Funding is in line: H3141622 / 52000 / 1230.

**Ayes - All**

Set Public Hearing: Ballston Avenue Zoning Amendment

Commissioner Franck recused himself as one of the applicants is a client of his CPA firm. He left the room.

Mayor Yepsen set a public hearing for Tuesday, March 21, 2017 at 6:45 p.m.

Commissioner Franck re-joined the meeting.

Award of Bid: Flowers and Miscellaneous Supplies to Dehn's Flowers (17-039)

**Commissioner Franck moved and Commissioner Mathiesen seconded to award the bid for Flowers and Miscellaneous Supplies to Dehn's Flowers for an amount not to exceed \$25,000.00.**

Funding is in line: A3335014 / 54184

**Ayes - All**

Award of Bid: Plumbing Services for Department of Public Safety to BPI Mechanical Services (17-040)

**Commissioner Franck moved and Commissioner Mathiesen seconded to award the bid for Plumbing Services for the Department of Public Safety to BPI Mechanical Services as distributed with the agenda.**

Funding is in lines: A3143124 / 54610; A3143314 / 54610; A3143414 / 54610; and A3143014 / 54720.

**Ayes - All**

Discussion: Safety Committee Report on 1/27/17 DPW Garage Fire

Marilyn Rivers provided the Council with a copy of the executive summary (attached) of the fire at the DPW garage. It is a fully covered insurance claim. A fire investigator was sent by the insurance company; however, the fire is undetermined at this point. We are going to receive actual cash value for expediting expenses. The entire building is going to be taken down. The records stored in the vault at the garage did not get damaged. Other records suffered smoke damage. A salvage effort will begin in the second or third week of March. Travelers will have to approve the new design and construction firm. Personal property of employees is covered by their own insurance. She provided in depth detail of the process and steps the City will need to take from this point until the rebuild.

Marilyn advised the Safety Committee has come up with recommendations.

## FINANCE DEPARTMENT

### Announcement: Saratoga Springs Website Named Top Regional Website

Commissioner Madigan announced that out of 24 websites reviewed, the City's website was selected as a top website. The Times Union re-evaluated the websites based upon the Empire Center. The only criticism mentioned was it is not easy to find information on our FOIL process. Also, Wilton and Bethlehem provide all their city labor contracts on line. That is something she would like to look into doing here. There is a link to the article on line.

### Announcement: Smart City Update – Saratoga Go

Commissioner Madigan announced Saratoga Go is a community partnership. It is a smart city technology competition to create community innovations that will improve the quality of life for residents, businesses, institutions, and visitors to our city. Participants can submit any solution in the following categories: connected community, public services, environmental innovation, education and training, intelligent infrastructure, and a general open category. More details are forthcoming.

### Discussion and Vote: Resolution for Non-Union Full Time Personnel (17-041)

Commissioner Madigan advised the CSEA City Hall Union has agreed to remove the executive assistant position to the City Attorney's Office from the union contract. The salary being requested is \$48,454. Appointment to this position will be made effective March 1, 2017.

Council waived the reading of the following resolution:

#### Resolution For Non-Union Full Time Personnel Amended February 21, 2017

It is the intent of this resolution to establish changes in compensation and fringe benefits for the following non-union full time employees of the City of Saratoga Springs. Employees and personnel subject to this resolution shall be each hereinafter referred to as "employee", and include:

Executive Assistant, Executive Assistant to the Mayor, Principal Planner, Executive Assistant to the Commissioner of Public Works, Zoning and Building Inspector, Administrative Director – Recreation, Executive Assistant to the Commissioner of Public Safety, Deputy Commissioner of Public Works, Deputy Commissioner of Accounts, Secretary to the Civil Service Commission, Deputy Commissioner of Finance, Civil Service Clerk, Deputy Commissioner of Public Safety, Human Resources Administrator, Deputy Mayor, and Director of Risk and Safety.

This resolution shall supersede all prior resolutions affecting compensation and benefits for said employees. This resolution shall only be effective for stated employees in service as of the date of the resolution adoption and those in service subsequent to the date of adoption and specifically shall not apply to employees who have retired, or left office, prior to date of adoption.

Nothing in this resolution shall be construed to create an employment agreement nor alter the "at-will" status of the Executive Assistant/ Executive Assistant to the Mayor, the Executive Assistant to the Commissioner of Public Works, the Executive Assistant to the Commissioner of Public Safety, Secretary to the Civil Service Commission, Deputy Commissioner of Public Works, Deputy Commissioner of Accounts, Deputy Commissioner of Finance, Deputy Commissioner of Public Safety and the Deputy Mayor.

NOW THEREFORE BE IT RESOLVED as follows:

- A. The terms of this resolution shall take place on January 1, 2007, and shall include such further terms as added by Resolutions dated July 19, 2011, January 15, 2013, August 6, 2013, December 17, 2013, August 5, 2014, September 16, 2014, November 18, 2014, January 19, 2016, June 21, 2016, August 2, 2016, and November 15, 2016.
- B. Unless otherwise stated, the terms added by the September 16, 2014 amendment shall take effect January 1, 2015.
- C. Effective January 1, 2014, the Principal Planner, Zoning and Building Inspector shall no longer be included in or covered by this Resolution, or any terms and conditions contained herein.
- D. Effective July 11, 2014, the Administrative Director - Recreation shall no longer be included in or covered by this Resolution, or any terms and conditions contained herein.



- E. Effective January 1, 2015, the Secretary for the Civil Service Commission shall have a total annual base salary, inclusive of all increases to through January 1, 2015, of fifty thousand dollars (\$50,000.00).
- F. Effective June 22, 2016, the Civil Service Clerk shall be a non-exempt position and have a total annual base salary of thirty-five thousand eight hundred and twenty dollars (\$35,820).
- G. The employees shall not be entitled to overtime compensation, except: 1) employees classified as non-exempt shall be entitled to overtime compensation; and 2) as may be required by federal law.
- H. Effective December 1, 2016, the employees standard workweek shall be 40 hours per week, except that the standard workweek for the Secretary to the Civil Service Commission shall remain at 33 hours per week.
- I. The salary of the Executive Assistant, Executive Assistant to the Commissioner of Public Works and the Executive Assistant to the Commissioner of Public Safety shall be the same as the Executive Assistant to the Mayor. Effective December 1, 2016 the total annual base salary of each aforementioned Executive Assistant shall be \$47,504.
- J. The employees shall enjoy and be entitled to the following benefits:
  - 1. Vacation: An employee shall earn annual vacation as follows: 10 working days during their first year of service, and during each of the next four years of service; 15 working days upon completion of five (5) years of service; 20 working days upon completion of ten (10) years of service; 25 working days upon completion of fifteen (15) years of service and 30 working days upon completion of twenty (20) years of service. For each employee hired after January 1, 2006, a proration of the 10 days will be granted during the first year of service.

Vacations for the employee shall be scheduled and approved by their respective Council member.

Vacation must be taken by December 31st of the year vacation was earned, or else the time shall be forfeited. If the employee retires, resigns, or is not reappointed, the employee shall be entitled to payment for only those vacation days earned and unused for the period between the employee's last anniversary date and the date of retirement, resignation or other termination.

If a recognized City Hall holiday falls within the vacation period, the vacation period shall be extended by the holiday falling within such periods.

If an employee should die during his or her employment, all vacation time earned and unused for the period between the employee's last anniversary date and the date of death, shall be paid in cash or as employee's death benefit to his/her designated beneficiary or estate.

- 2. Sick Leave: The employee shall be entitled to sick leave with pay for a maximum of twelve (12) working days per year. The employee may accumulate sick leave, but may not use more than 150 days in any given 12 month period. Employee shall use sick leave in no shorter than two hour increments. Each employee hired after January 1st shall be granted a proration of the 12 days allotted during the first year of service.

If an employee is absent because of illness or disability for more than three consecutive days, they may be required by their Commissioner/Mayor to provide a physician's statement of sickness or disability.

Prior to any cash payments for unused sick leave, an employee who terminates his/her service prior to December 31st shall be granted a proration of the 12 days allotted.

Their Commissioner on an annual basis must maintain an employee's records of sick time with a copy submitted to the Commissioner of Finance for each employee's payroll folder.

Cash payments will be made for accumulated unused sick leave remaining in the employee's individual account at termination of employment or upon death of employee while in the employ of the City upon the following basis: Twenty-five percent (25%) of accumulated sick leave up to a maximum of 200 days (cash payment of 50 days). Cash payments upon death of employee while in the employ of the City shall be paid to the employee's beneficiary or estate.

- 3. Personal Days: The employee who works 40 hours per week shall be granted six (6) personal days per year. The employee who works 33 hours per week shall be granted five (5) personal days. Each personal day may be taken at either a full day, one half day, or at a minimum of two (2) hour increments at a time. Such leave shall be requested in writing at least 24 hours in advance of the request time.

The six (6) personal days (or five (5) for employees working 33 hours per week) shall be granted for the year on January 1. Each employee hired after January 1st shall be granted a proration of the six or five days allotted, however, if the employee does not complete the entire year, the pro-rated equivalent daily rate of pay shall be subtracted from any monies due to the employee. Personal days not used in any calendar year shall be credited to accumulated sick leave.

- 4. Holidays: The employee shall be entitled to 12 paid Holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and Election Day at the November General Election.

5. Bereavement: The employee shall be entitled to three (3) consecutive workdays off per death in their immediate family. Immediate family shall be defined as mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse, grandparent (s), grandchild, step parent, step child, aunt, uncle or other persons living in the household of the employee.
6. Retirement: The employee shall be covered by the New York State Employee's Retirement System known as 75i of the New York State Retirement Law.
7. Health: For employees hired prior to January 1, 2007, the employee shall be entitled to participate in the MVP25 health insurance plans offered by the City to the various bargaining units, at no cost to the employee. The City shall provide the plans to the employee, their dependents, and retired employees and their dependents at the City's own expense. For employees hired after January 1, 2007, the employee shall be entitled to participate in the MVP25 health insurance plans offered by the City to the various bargaining units, at a cost to the employee of 10% of the total cost of his or her health insurance plan not to exceed \$750 per year. The City shall provide the plans to the employee, their dependents, and retired employees and their dependents.

For all Medicare eligible retirees residing within the geographic network served by MVP, the City shall offer the MVP Medicare Advantage Preferred Gold as the sole plan. For all Medicare eligible retirees residing outside the geographic network served by MVP, the City shall offer the MVP Preferred PPO Plan as the sole plan. For all retirees not eligible for Medicare residing within the geographic network served by MVP, the City will offer the MVP Co-Plan 25 HMO as the sole plan. For all retirees not eligible for Medicare residing outside the geographic network served by MVP, the City will offer the MVP Preferred PPO Plan as the sole plan. The City shall provide these plans to the retired employees and their dependents.

In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule or regulation:

A) impact in any way the health insurance plans, costs or benefits provided for in this Resolution (including but not limited to contractual benefits such as health insurance buy-outs or stipends); or

B) raise a question as to whether the health insurance benefits provided for herein meet certain standards contained in such legislation, rules and/or regulations (including, but not limited to, compliance with legislation, rules, regulations, or any legislation, rules, or regulations which may cause the City to be charged any penalty, or those that govern whether plan benefits meet the "minimum essential benefits" standard or a similar standard, whether the City premium contribution levels are adequate and/or meet legal requirements, or whether the individual household affordability standard is satisfied); or

C) permit an individual or group of individuals to receive benefits, subsidies, or credits through a health insurance exchange program (or any other government subsidy or benefit provided pursuant to the PPACA, HCERA, or any state or federal regulations or rules implementing health insurance reform laws);;

The City may immediately implement changes as necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes. Such changes may include, among others, modifications for individual employees, including modification to individual or group coverage, benefits, contributions or wages, to the extent necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, taxes, or cessation of payments toward the cost of benefit(s) if such benefit(s) are not compliant with the PPACA/HCERA or if such compliance would cause the City penalty or cost associated with avoidance of penalty.

The City shall provide such medical coverage for the widow or widower of the employee or retired employee in this resolution until the widow or widower's death or remarriage whichever occurs sooner. Children shall be covered until age 19 or as stipulated in the appropriate health care contract or otherwise as may be required by law.

"Retirees" shall be defined as full time employees who have served the City of Saratoga Springs for at least twenty consecutive years and retire from the New York State Employee's Retirement System Section 75i of the New York State Retirement Law and were serving as full time employees of the City of Saratoga Springs at the time of retirement. For the purposes of this definition, the commencement date of "full time employment" for the current Civil Service Secretary, Patsy Berrigan, shall be deemed September 4, 1995, and the number of consecutive years of full time employment required is ten, as per prior documentation.

An employee may elect not to participate in a plan of medical and health insurance benefits provided under this agreement and such employee shall be eligible to receive a payment of \$2,200.00 for single coverage, \$2,500.00 for two-person coverage or \$3,000.00 for family coverage per calendar year. No employee shall be eligible to receive such payment unless the employee shall have provided proof to the Finance Office that such employee and such employees' eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that such employee elected not to be covered by a plan provided by the Employer. Payments shall be made on December 15 of each year. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made on or about December 15th of each year to the Principal Account Clerk in the Finance Office in charge of City provided benefits pursuant to the regulations of the plan in effect together with

evidence of coverage of such employee and such employee's eligible dependents under a comparable plan of medical and health insurance benefits. Such employee must promptly notify the Employer of termination of alternative medical and health insurance benefit coverage. In the event that an employee reenrolls in a health insurance program, the employee shall be permitted to a prorated portion of the \$2,200.00 (for single coverage), \$2,500.00 (for two-person coverage), or \$3,000.00 (for family coverage), payment but shall not be permitted to again opt-out of the insurance program during the calendar year.

Employees hired before July 1, 2011 shall be entitled to participate in the Health Reimbursement Arrangement as contracted by the City Council and will receive the full benefits of such as are being enjoyed by members of the collective bargaining units under the HRA Plan. The City shall provide this plan to the employee, their dependents, and retired employees and their dependents. Effective January 1, 2015, said employees will no longer be entitled to participate in the Health Reimbursement Arrangement. Employees shall have until March 31, 2015 to submit claims for expenditures incurred in 2014.

8. Vision: The City agrees to pay 100% of the cost of the Employee Benefit fund Vision Plan Platinum 12 for all employees and their dependents.
9. Disability: New York State Disability Insurance shall be offered to the employee.
10. Life: The City shall provide group term life insurance for the employee in the amount of \$5,000.00 while they are employed by the City of Saratoga Springs.
11. All increases in compensation and benefits paid to employees under this resolution shall be drawn from the budget of the employees department, except that if said departmental budget does not contain funds sufficient to pay the employee, the Head of that Department may draw any remaining compensation or payment due to the employee from the City's contingency budget.
12. Each employee shall receive longevity payments as follows:
  - After 5 years of service \$250.00;
  - After 10 years of service \$500.00;
  - After 15 years of service \$1,550.00;
  - After 19 years of service \$1,800.00;
  - and an additional \$250.00 each five (5) years thereafter.

All longevity payments shall be paid upon completion of the specified amounts of consecutive eligible service regardless of the title (s) held during that time.

- K. Effective January 1, 2013, all employees covered by this resolution and who have been employed with the City for the past six consecutive months without interruption shall receive a 2% increase in salary.
- L. Effective January 1, 2014, and for every year thereafter effective on the first of the year, all employees covered by this resolution, with the exception of the Human Resources Administrator for the year 2014, shall receive an increase in salary based on the Bureau of Labor Consumer Price Index - Northeast Region June (12-month) of the prior year. If there is no increase in the Bureau of Labor Consumer Price Index - Northeast Region June (12-month), then salaries remain unchanged. However, employees other than Executive Assistants and Deputies named herein must be employed with the City for six consecutive months prior to January 1 in order to be eligible for the increase in salary described in this paragraph. This section is repealed effective January 1, 2016.
- M. Effective January 1, 2016, all employees covered by this resolution and who have been employed with the City for the past six consecutive months without interruption shall receive a 2% increase in salary. Effective January 1, 2017 all employees covered by this resolution shall receive a 2% increase in salary.
- N. Effective January 1, 2018, and for every year thereafter effective on the first of the year, all employees covered by this resolution will receive the same increase awarded under the CSEA-City Hall bargaining unit contract for that year. In the event that the last CSEA-City Hall bargaining unit contract has expired, and no subsequent contract has yet been ratified, all employees covered by this resolution will receive those increases awarded the CSEA-City Hall bargaining unit upon ratification of a new CSEA-City Hall contract and will receive the associated retroactive pay.
- O. This Resolution shall be reviewed by the City Council annually on the Commissioner of Finance's agenda, by no later than the first meeting in August of each year.

**Commissioner Madigan moved and Commissioner Mathiesen seconded to approve the addition of the executive assistant title to the non-union full time personnel resolution with a salary of \$48,454 and an appointment date effective March 1, 2017. The amended resolution was uploaded and distributed with the agenda.**

**Ayes – All**

Discussion: Sales Tax Update

Commissioner Madigan advised the City has received all sales tax distribution for 2016. Total receipts amounted to \$11,982,273.15 and were 3.2% higher than 2015 receipts but 2% less than what was budgeted.

Discussion and Vote: Budget Transfers – Payroll (17-042)

**Commissioner Madigan moved and Commissioner Mathiesen seconded to approve the budget transfers payroll which was distributed with the agenda.**

**Ayes – All**

\*\* Council took a break at 8:48 p.m.

\*\* Council returned at 8:53 p.m.

Discussion and Vote: Budget Amendment Charter Review Commission Requested Administrative Budget (17-043)

Commissioner Madigan advised the Charter Review Commission is seeking funds for their administrative costs associated with the preparation of a new Charter. They requested the following: \$20,000 for outside legal consulting services and Tony Izzo, \$20,000 for education and out-reach, and \$6,000 for the clerk for taking minutes.

**Commissioner Madigan moved and Commissioner Mathiesen seconded to approve Charter Review Commission's requested budget to include \$20,000 for legal consulting fees as outlined in her discussion, \$20,000 for community education and out-reach as outlined in her discussion, and \$6,000 for a clerk for minute taking at meetings. This totals \$46,000 and the budget amendment has been uploaded with the agenda.**

**Ayes – All**

Discussion and Vote: Budget Amendment Charter Review Commission Requested Special Election Budget (17-044)

Commissioner Madigan advised the Charter Review Commission is requested funds for a special election to take place May 30, 2017; the day after Memorial Day weekend. If the vote were to be taken at a regularly scheduled election in November, there would be no additional costs to the taxpayers and we would see a larger percentage of a higher voter turnout. The Charter Review Commission requested: \$5,000 for ballot inspectors; \$11,000 - \$19,000 for election inspectors; \$8,000 for technicians, \$1,200 for transportation; \$2,000 for legal advertising; \$1,000 for absentee and affidavit ballots; and \$500 for sample ballots. The Commission is requesting \$37,000 for a special election.

**Commissioner Madigan moved and Commissioner Mathiesen seconded to approve the Charter Review Commission's special election budget request as distributed with the agenda and as outlined in her discussion as per of their requested budget.**

Commissioner Mathiesen stated it was mentioned by Bob Turner tonight for the first time that the special election date may change from May 30<sup>th</sup> to another date in June. Mr. Turner also mentioned a grant. If money was awarded per the grant; would that money come back to the City?

Commissioner Madigan stated grant funding would come back to the City.

Mayor Yepsen stated everyone at the table appointed someone to the Commission. She believes they have the future of the City in their best interest. They are not being political. It is awkward they are voting on this as it is clear to her that the Commission is to determine what they want to put on referendum and when. It is in our best interest to move forward on this. Everything she is hearing from the state is this is not an unreasonable request.

Commissioner Scirocco stated he is in favor of the work the Commission is doing but it should happen in November. You don't see voters turn out in special elections. This is voter suppression. He can't support this.

Commissioner Mathiesen stated he can support a special election. He can't compare a voter turn-out for a special election as he is not aware of the City ever having a special election. It needs to be decided upon separately and not muddled among our regular election. He believes \$37,000 is worth it.

Commissioner Franck stated he is not voting for this. There is case law contrary to what the mayor has stated. This group has been on TV. and in the newspaper advocating for a change in the form of the government. They are not supposed to be doing this; they are supposed to be educating. You are asking to spend taxpayer money in hope of getting some of it back for a lower turnout. He hasn't seen a document yet. There has been money expended that isn't supposed to be expensed – they are not to incur liability. It was said he should recuse himself based upon a donation of \$100 he made to the SUCCESS group; of which one of the members of the Commission came up with the acronym for SUCCESS; another member of the Commission sued the City. Does that mean they shouldn't serve – no. He stated this information for the record and is stating for the record he is not recusing himself because of that. He suspects this will come down to a lawsuit.

Commissioner Madigan stated she is not voting for this. It is clear we have to take action on this. We are not telling the Commission what to write or say. The chair has put reader's views in the paper condemning this form of government. She was told it was just a courtesy that they ask for a budget as the mayor is going file a certificate.

**Roll Call:**

**Commissioner Franck – Nay**  
**Commissioner Madigan – Nay**  
**Commissioner Scirocco – Nay**  
**Commissioner Mathiesen – Aye**  
**Mayor Yepsen - Aye**

**PUBLIC WORKS DEPARTMENT**

Discussion and Vote: Authorization for the Mayor to Sign Agreement Addendum #2 with Wehran LFG Services LLC for the Weibel Avenue Landfill Monitoring (17-045)

Commissioner Scirocco stated this is for Wehran to provide services from 2/21/17 – 12/31/17.

**Commissioner Scirocco moved and Commissioner Madigan seconded to authorize the mayor to sign an agreement with Wehran LFG Services LLC for the Weibel Avenue Landfill gas project in the amount of \$31,190.**

**Ayes - All**

Discussion and Vote: Sick Bank Request (17-046)

**Commissioner Scirocco moved and Commissioner Mathiesen seconded to request up to 18 ½ days from the DPW sick bank for an employee. This has been approved by the DPW CSEA Union.**

**Ayes – All**

Announcement: Update on the Fire at 19 Van Rensselaer Street – DPW Garage

Commissioner Scirocco thanked Marilyn Rivers for her overview of the fire. No employees injured and no major equipment was lost. The fire has not interrupted any services.

**PUBLIC SAFETY DEPARTMENT**

Discussion and Vote: Accept Donation (17-047)

**Commissioner Mathiesen moved and Commissioner Madigan seconded to accept a donation in the amount of \$40 from Susan L. Samuels to the Police Department.**

**Ayes - All**

Authorization for Mayor to Sign Contract with BPI for Plumbing Services for the Public Safety Department (17-048)

Commissioner Mathiesen stated this should be a discussion and vote.

**Commissioner Mathiesen moved and Commissioner Scirocco seconded to authorize the mayor to sign a contract with BPI for plumbing services in the Public Safety Department and the Police Department.**

**Ayes - All**

Discussion: Public Safety 2016 Annual Report

Commissioner Mathiesen provided the Council with a copy of the 2016 Department of Public Safety Annual Report. He reviewed some of the highlights of accomplishments. A copy of the report is retained in the City Clerk's Office.

Discussion: Cherry Street Drug Raid

Commissioner Mathiesen advised there was a drug raid on Cherry Street early in the morning. There were 2 buildings involved. In addition to the Saratoga Springs Police Department, there was assistance from the Fire Department, Saratoga County Sheriff Department, the New York State Police, and the DEA. He thanked all for the hard work.

**SUPERVISORS**

Matthew Veitch

Racing & Gaming Committee Update

Supervisor Veitch reported at their February 7<sup>th</sup> meeting they set up a resolution opposing the OTB deal with Resorts World Casino.

Veterans Committee

Supervisor Veitch reviewed some of the services they offer such as transition assistance; employment connection and referrals; homeless outreach; military records and metals requests; support of veteran recognition programs.

Peter Martin

Board of Supervisors Meeting

Supervisor Martin reported the monthly meeting will be held next Tuesday. Items up for vote include accepting a grant for the Sheriff's Office for body armor and ballistics. They will also be re-apportioning money for E-911 and renew their agreement with Homeland Security.

Public Health: Open Point of Dispensing

Supervisor Martin reported they will be conducting a drill regarding the dispensing of medical remedies.

**EXECUTIVE SESSION**

Mayor Yepsen advised both items for executive session relate to the proposed acquisition, sale, or lease of real property when publicity would substantially affect the value thereof.

**Mayor Yepsen moved and Commissioner Mathiesen seconded to go into executive session at 10:23 p.m.**

**Ayes – All**

Council returned at 10:59 p.m.

Mayor Yepsen advised no decisions were made during executive session to report.

**ADJOURNMENT**

There being no further business, Mayor Yepsen adjourned the meeting at 11:00 p.m.

Respectfully submitted,

Lisa Ribis  
Clerk

Approved:  
Vote:



February 21, 2017

**CITY OF SARATOGA SPRINGS**  
**City Council Pre-Agenda Meeting**  
**9:30 AM**

**PRESENT:** Joanne Yepsen, Mayor  
Michele Madigan, Commissioner of Finance  
John Franck, Commissioner of Accounts  
Anthony Scirocco, Commissioner of DPW  
Christian Mathiesen, Commissioner of DPS

**STAFF PRESENT:** Meg Kelly, Deputy Mayor  
Susan Armstrong, Deputy Commissioner, Finance  
Maire Masterson, Deputy Commissioner, Accounts

Vince DeLeonardis, City Attorney

Peter Martin, Supervisor

**EXCUSED:** John Franck, Commissioner of Accounts  
  
Frank Coppola, Jr., Deputy Commissioner, DPW  
Eileen Finneran, Deputy Commissioner, DPS  
  
Matthew Veitch, Supervisor

**CALL TO ORDER**

Mayor Yepsen called the meeting to order at 9:34 a.m.

**PUBLIC HEARING**

1. Amend Chapter 225 – Stop Intersections: Commissioner Mathiesen advised this is to install stop signs in the Meadow Vista subdivision on outer Grand Avenue.
2. Amend Chapter 225 – Time Limit Parking: Commissioner Mathiesen advised this is a change to parking restrictions from all day to 3 hour parking on Railroad Place between Division Street and Church Street.

**PRESENTATION**

Pitney Meadows Community Farm

No comments.

**CONSENT AGENDA**

1. Approval of 2/6/17 Pre-Agenda Meeting Minutes
2. Approval of 2/7/17 City Council Meeting Minutes
3. Approve Budget Amendments (Increases)
4. Approve Budget Amendments – Insurance Reserve
5. Approve Budget Transfers – Regular



6. Approve Payroll: 2/10/17 \$462,296.42
7. Approve Payroll: 2/17/17 \$501,680.27
8. Approve Resolution for Use of Insurance Reserve - 3
9. Approve Warrant: 2016 – 16DEC7: \$230,536.69
10. Approve Warrant: 2017 – 17FEB2: \$1,554,116.61
11. Approve Warrant: 2017 Mid – 17MWFEB2: \$104.85
12. Approve Warrant: 2016 Mid – 16MWDEC6: \$1,000.00
13. Approve Warrant: 2016 Mid – 16MWDEC7: \$2,782.17
14. Approve Warrant: 2017 Mid - 17MWFEB3: \$138,926.20

No comments.

## **MAYOR'S DEPARTMENT**

Proclamation: Black History Month

No comments.

Discussion and Vote: Merit for Review Zoning Amendment PUD Pitney Meadows Community Farm

Mayor Yepsen advised this is for the non-farming portion of the land.

Announcement: Advisory Opinions from County and City Planning Boards for Pitney Meadows Community Farm

No comments.

Discussion and Vote: Approval to Seek Lead Agency for SEQRA Evaluation – Pitney Meadows Community Farm PUD

No comments.

Discussion and Vote: Authorization for Mayor to Sign Agreement with Saratoga Springs Office of the Aging

No comments.

Discussion and Vote: Approval to Pay Miller, Mannix Law Invoices

Vince DeLeonardis, city attorney, advised this law firm and the next have been providing services to the City. An RFP has been sent out for services on a go forward basis.

Discussion and Vote: Approval to Pay Honeywell Law Invoices

See item above.

## **ACCOUNTS DEPARTMENT**

Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Security

No comments.

Set Public Hearing: Ballston Avenue Zoning Amendment

No comments.

Award of Bid: Flowers and Miscellaneous Supplies to Dehn's Flowers

No comments.

Discussion: Safety Committee report on 1/27/17 DPW Garage Fire

Marilyn Rivers, director of risk and safety, advised she will be providing information regarding insurance coverage and Safety Committee recommendations.

Announcement: Waiving of Dog License Fee if Over the Age of 65

No comments.

Maire Masterson, deputy commissioner, advised there are 2 items to be added to the Accounts Department agenda: Discussion and Vote: Authorization for Mayor to Sign Contract with Precision Industrial, Inc., and Discussion and Vote: Authorization for Mayor to Sign Agreement with REMO for AEDs.

**FINANCE DEPARTMENT**

Announcement: Saratoga Springs Website Named Top Regional Website

No comments.

Announcement: Smart City Update – Saratoga Go

Commissioner Madigan announced this is about the kick off meeting with the Smart City Commission. Saratoga Go is a community partnership which will be lead by Ignite You. It is a technology competition.

Discussion and Vote: Resolution for Non-Union Full Time Personnel

Commissioner Madigan advised the union has agreed to remove the executive assistant of the legal department, from the union contract.

Discussion: Sales Tax Update

Commissioner Madigan advised the City has received all sales tax distribution for 2016. She will provide more detailed information at the City Council meeting.

Discussion and Vote: Budget Transfers – Payroll

No comments.

Discussion and Vote: Budget Amendment Charter Review Commission Requested Administrative Budget

No comments.

Discussion and Vote: Budget Amendment Charter Review Commission Requested Special Election Budget

No comments.

## **PUBLIC WORKS DEPARTMENT**

### Discussion and Vote: Sick Bank Request

No comments.

### Announcement: Update on the Fire at 19 Van Rensselaer Street – DPW Garage

No comments.

Commissioner Scirocco stated he is adding an item to his agenda: Discussion and Vote: Authorize the Mayor to Sign an Agreement with Wehran for the Weibel Avenue Landfill.

## **PUBLIC SAFETY DEPARTMENT**

### Discussion and Vote: Accept Donation

Commissioner Mathiesen stated a donation was made to the Police Department.

Commissioner Mathiesen added the following items to his agenda: Discussion: DPS Annual Report; and Discussion: Cherry Street Drug Raid.

## **SUPERVISORS**

Supervisor Martin advised he and Supervisor Veitch have a couple items for their agendas.

The following items should be added to Supervisor Veitch's agenda: Racing & Gaming Committee; and Veteran's Committee.

Supervisor Martin added the following items to his agenda: General Items Relating to the Board of Supervisors; and Public Health Initiative.

Brad Birge of the Planning Department advised the first meeting of the Code Blue final location was held and a preliminary design was presented. This is going before the Planning Board.

## **ADJOURN**

Mayor Yepsen adjourned the meeting at 9:59 a.m.

Respectfully submitted,

Lisa Ribis  
Clerk

Approved:  
Vote:

03/03/2017 11:55  
u200

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1  
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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2017	03	6 03/07/2017	030717	030717	AMEN BUA 030717	AMEN 1			
1	A103	42726	MISCELLANEOUS	LOCAL SOURCES	REIMBURSEMENT LABOR EXPENSE		-240.00	-750.00	-990.00
	A	-10-3-0000-0-42726	-		DANCE FLURRY		03/07/2017		
2	A3031621	51964	CITY HALL PS		SPECIAL EVENTS		690.00	750.00	1,440.00
	A	-30-3-1620-1-51964	-		DANCE FLURRY		03/07/2017		
3	A094	42680	DPS SALE OF PROP & COMP FOR LOSS	INSURANCE RECOVERY		.00	-2,736.95	-2,736.95	
	A	-09-4-0000-0-42680	-		INS RE FD 2 B USED 4 RISK MG	03/07/2017			
4	A3051414	54573	COMM OF ACCOUNTS CS		RISK-SAFETY PROGRAMMING		49,981.00	2,736.95	52,717.95
	A	-30-5-1410-4-54573	-		INS RE FD 2 B USED 4 RISK MG	03/07/2017			
5	A093	42680	DPW SALE OF PROPERTY & COMP FOR LOSS	INSURANCE RECOVERY		.00	-1,324.85	-1,324.85	
	A	-09-3-0000-0-42680	-		INSURANCE REIMB E7M4296	03/07/2017			
6	A3031934	54775	MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		.00	1,324.85	1,324.85	
	A	-30-3-1930-4-54775	-		INSURANCE REIMB E7M4296	03/07/2017			
7	A094	42680	DPS SALE OF PROP & COMP FOR LOSS	INSURANCE RECOVERY		.00	-47.01	-47.01	
	A	-09-4-0000-0-42680	-		INSURANCE REIMB SIGNAGE NW	03/07/2017			
8	A3143314	54961	TRAFFIC CONTROL CS		SIGNS & POSTS		35,100.00	47.01	35,147.01
	A	-31-4-3310-4-54961	-		INSURANCE REIMB SIGNAGE NW	03/07/2017			
9	A115	43095	ACCOUNTS STATE AID		STATE ARCHIVE GRANT		.00	-12,004.00	-12,004.00
	A	-11-5-0000-0-43095	-		50%OF GRANT FOR RECORDS	03/07/2017			
10	A3051461	51540	SARA GRANT PS		CLERK PART TIME		.00	1,404.00	1,404.00
	A	-30-5-1411-1-51540	-		50%OF GRANT FOR RECORDS	03/07/2017			
11	A3051464	54110	SARA GRANT CS		OFFICE SUPPLIES		.00	474.00	474.00
	A	-30-5-1411-4-54110	-		50%OF GRANT FOR RECORDS	03/07/2017			
12	A3051464	54720	SARA GRANT CS		SERVICE CONTRACTS - PROF SERV		.00	10,126.00	10,126.00
	A	-30-5-1411-4-54720	-		50%OF GRANT FOR RECORDS	03/07/2017			
13	A096	42680	SALE OF PROP & COMP FOR LOSS	INSURANCE RECOVERY		.00	-7,586.48	-7,586.48	
	A	-09-6-0000-0-42680	-		INS REIMB E7U3883	03/07/2017			
14	A3031934	54775	MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		.00	7,586.48	7,586.48	
	A	-30-3-1930-4-54775	-		INS REIMB E7U3883	03/07/2017			
** JOURNAL TOTAL							0.00		

03/03/2017 11:55  
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CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: u200

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2017 3 6									
BUA A103-42726	03/07/2017	030717AMEN	030717	030717AMEN		REIMBURSEMENT LABOR EXPENSE	5		750.00
						DANCE FLURRY			
BUA A3031621-51964	03/07/2017	030717AMEN	030717	030717AMEN		SPECIAL EVENTS	5	750.00	
						DANCE FLURRY			
BUA A094-42680	03/07/2017	030717AMEN	030717	030717AMEN		INSURANCE RECOVERY	5		2,736.95
						INS RE FD 2 B USED 4 RISK MG			
BUA A3051414-54573	03/07/2017	030717AMEN	030717	030717AMEN		RISK-SAFETY PROGRAMMING	5	2,736.95	
						INS RE FD 2 B USED 4 RISK MG			
BUA A093-42680	03/07/2017	030717AMEN	030717	030717AMEN		INSURANCE RECOVERY	5		1,324.85
						INSURANCE REIMB E7M4296			
BUA A3031934-54775	03/07/2017	030717AMEN	030717	030717AMEN		SELF INSURANCE	5	1,324.85	
						INSURANCE REIMB E7M4296			
BUA A094-42680	03/07/2017	030717AMEN	030717	030717AMEN		INSURANCE RECOVERY	5		47.01
						INSURANCE REIMB SIGNAGE NW			
BUA A3143314-54961	03/07/2017	030717AMEN	030717	030717AMEN		SIGNS & POSTS	5	47.01	
						INSURANCE REIMB SIGNAGE NW			
BUA A115-43095	03/07/2017	030717AMEN	030717	030717AMEN		STATE ARCHIVE GRANT	5		12,004.00
						50%OF GRANT FOR RECORDS			
BUA A3051461-51540	03/07/2017	030717AMEN	030717	030717AMEN		CLERK PART TIME	5	1,404.00	
						50%OF GRANT FOR RECORDS			
BUA A3051464-54110	03/07/2017	030717AMEN	030717	030717AMEN		OFFICE SUPPLIES	5	474.00	
						50%OF GRANT FOR RECORDS			
BUA A3051464-54720	03/07/2017	030717AMEN	030717	030717AMEN		SERVICE CONTRACTS - PROF SERV	5	10,126.00	
						50%OF GRANT FOR RECORDS			
BUA A096-42680	03/07/2017	030717AMEN	030717	030717AMEN		INSURANCE RECOVERY	5		7,586.48
						INS REIMB E7U3883			
BUA A3031934-54775	03/07/2017	030717AMEN	030717	030717AMEN		SELF INSURANCE	5	7,586.48	
						INS REIMB E7U3883			
								.00	.00
BUA A-2960	03/07/2017	030717AMEN	030717	030717AMEN		APPROPRIATIONS			24,449.29
BUA A-1510	03/07/2017	030717AMEN	030717	030717AMEN		ESTIMATED REVENUES		24,449.29	
						SYSTEM GENERATED ENTRIES TOTAL		24,449.29	24,449.29
						JOURNAL 2017/03/6 TOTAL		24,449.29	24,449.29

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CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3  
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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
A GENERAL FUND	2017	3	6	03/07/2017				
A-1510					ESTIMATED REVENUES	24,449.29		
A-2960					APPROPRIATIONS			24,449.29
					FUND TOTAL	24,449.29		24,449.29

\*\* END OF REPORT - Generated by Susan Dugan Armstrong \*\*

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CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2017	03	6 03/07/2017	030717	030717	AMEN BUA 030717	AMEN	1		
1	A103	42726			MISCELLANEOUS LOCAL SOURCES	REIMBURSEMENT LABOR EXPENSE	-240.00	-750.00	-990.00
	A	-10-3-0000-0-42726	-			DANCE FLURRY	03/07/2017		
2	A3031621	51964			CITY HALL PS	SPECIAL EVENTS	690.00	750.00	1,440.00
	A	-30-3-1620-1-51964	-			DANCE FLURRY	03/07/2017		
3	A094	42680			DPS SALE OF PROP & COMP FOR LOSS	INSURANCE RECOVERY	.00	-2,736.95	-2,736.95
	A	-09-4-0000-0-42680	-			INS RE FD 2 B USED 4 RISK MG	03/07/2017		
4	A3051414	54573			COMM OF ACCOUNTS CS	RISK-SAFETY PROGRAMMING	49,981.00	2,736.95	52,717.95
	A	-30-5-1410-4-54573	-			INS RE FD 2 B USED 4 RISK MG	03/07/2017		
5	A093	42680			DPW SALE OF PROPERTY & COMP FOR LOSS	INSURANCE RECOVERY	.00	-1,324.85	-1,324.85
	A	-09-3-0000-0-42680	-			INSURANCE REIMB E7M4296	03/07/2017		
6	A3031934	54775			MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE	.00	1,324.85	1,324.85
	A	-30-3-1930-4-54775	-			INSURANCE REIMB E7M4296	03/07/2017		
7	A094	42680			DPS SALE OF PROP & COMP FOR LOSS	INSURANCE RECOVERY	.00	-47.01	-47.01
	A	-09-4-0000-0-42680	-			INSURANCE REIMB SIGNAGE NW	03/07/2017		
8	A3143314	54961			TRAFFIC CONTROL CS	SIGNS & POSTS	35,100.00	47.01	35,147.01
	A	-31-4-3310-4-54961	-			INSURANCE REIMB SIGNAGE NW	03/07/2017		
9	A115	43095			ACCOUNTS STATE AID	STATE ARCHIVE GRANT	.00	-12,004.00	-12,004.00
	A	-11-5-0000-0-43095	-			50%OF GRANT FOR RECORDS	03/07/2017		
10	A3051461	51540			SARA GRANT PS	CLERK PART TIME	.00	1,404.00	1,404.00
	A	-30-5-1411-1-51540	-			50%OF GRANT FOR RECORDS	03/07/2017		
11	A3051464	54110			SARA GRANT CS	OFFICE SUPPLIES	.00	474.00	474.00
	A	-30-5-1411-4-54110	-			50%OF GRANT FOR RECORDS	03/07/2017		
12	A3051464	54720			SARA GRANT CS	SERVICE CONTRACTS - PROF SERV	.00	10,126.00	10,126.00
	A	-30-5-1411-4-54720	-			50%OF GRANT FOR RECORDS	03/07/2017		
13	A096	42680			SALE OF PROP & COMP FOR LOSS	INSURANCE RECOVERY	.00	-7,586.48	-7,586.48
	A	-09-6-0000-0-42680	-			INS REIMB E7U3883	03/07/2017		
14	A3031934	54775			MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE	.00	7,586.48	7,586.48
	A	-30-3-1930-4-54775	-			INS REIMB E7U3883	03/07/2017		
** JOURNAL TOTAL							0.00		

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CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2017 3 6									
BUA A103-42726	03/07/2017	030717AMEN	030717	030717AMEN		REIMBURSEMENT LABOR EXPENSE	5		750.00
						DANCE FLURRY			
BUA A3031621-51964	03/07/2017	030717AMEN	030717	030717AMEN		SPECIAL EVENTS	5	750.00	
						DANCE FLURRY			
BUA A094-42680	03/07/2017	030717AMEN	030717	030717AMEN		INSURANCE RECOVERY	5		2,736.95
						INS RE FD 2 B USED 4 RISK MG			
BUA A3051414-54573	03/07/2017	030717AMEN	030717	030717AMEN		RISK-SAFETY PROGRAMMING	5	2,736.95	
						INS RE FD 2 B USED 4 RISK MG			
BUA A093-42680	03/07/2017	030717AMEN	030717	030717AMEN		INSURANCE RECOVERY	5		1,324.85
						INSURANCE REIMB E7M4296			
BUA A3031934-54775	03/07/2017	030717AMEN	030717	030717AMEN		SELF INSURANCE	5	1,324.85	
						INSURANCE REIMB E7M4296			
BUA A094-42680	03/07/2017	030717AMEN	030717	030717AMEN		INSURANCE RECOVERY	5		47.01
						INSURANCE REIMB SIGNAGE NW			
BUA A3143314-54961	03/07/2017	030717AMEN	030717	030717AMEN		SIGNS & POSTS	5	47.01	
						INSURANCE REIMB SIGNAGE NW			
BUA A115-43095	03/07/2017	030717AMEN	030717	030717AMEN		STATE ARCHIVE GRANT	5		12,004.00
						50%OF GRANT FOR RECORDS			
BUA A3051461-51540	03/07/2017	030717AMEN	030717	030717AMEN		CLERK PART TIME	5	1,404.00	
						50%OF GRANT FOR RECORDS			
BUA A3051464-54110	03/07/2017	030717AMEN	030717	030717AMEN		OFFICE SUPPLIES	5	474.00	
						50%OF GRANT FOR RECORDS			
BUA A3051464-54720	03/07/2017	030717AMEN	030717	030717AMEN		SERVICE CONTRACTS - PROF SERV	5	10,126.00	
						50%OF GRANT FOR RECORDS			
BUA A096-42680	03/07/2017	030717AMEN	030717	030717AMEN		INSURANCE RECOVERY	5		7,586.48
						INS REIMB E7U3883			
BUA A3031934-54775	03/07/2017	030717AMEN	030717	030717AMEN		SELF INSURANCE	5	7,586.48	
						INS REIMB E7U3883			
								.00	.00
BUA A-2960	03/07/2017	030717AMEN	030717	030717AMEN		APPROPRIATIONS			24,449.29
BUA A-1510	03/07/2017	030717AMEN	030717	030717AMEN		ESTIMATED REVENUES		24,449.29	
						SYSTEM GENERATED ENTRIES TOTAL		24,449.29	24,449.29
						JOURNAL 2017/03/6	TOTAL	24,449.29	24,449.29



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CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3  
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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
A GENERAL FUND	2017	3	6	03/07/2017				
A-1510					ESTIMATED REVENUES	24,449.29		
A-2960					APPROPRIATIONS			24,449.29
					FUND TOTAL	24,449.29		24,449.29

\*\* END OF REPORT - Generated by Susan Dugan Armstrong \*\*

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**CITY OF SARATOGA SPRINGS LIVE**  
**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT										
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2017	03	25 03/07/2017	030717	030717	TRAN BUA 030717	TRAN	1			
1	A3335014	54510		STREETS CS	REPAIRS & MAINTENANCE VEHICLE		155,000.00	3,175.00	158,175.00	
	A	-33-3-5010-4-54510	-		SELF INS TO DPW STREETS		03/07/2017			
2	A3031934	54775		MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		.00	-3,175.00	-3,175.00	
	A	-30-3-1930-4-54775	-		SELF INS TO DPW STREETS		03/07/2017			
3	A3021694	54720		DATA PROCESSING NETWORK CS	SERVICE CONTRACTS - PROF SERV		54,406.67	3,600.00	58,006.67	
	A	-30-2-1681-4-54720	-		VMWARE SUPPORT TO NOVATIME		03/07/2017			
4	A3021694	54720		DATA PROCESSING NETWORK CS	SERVICE CONTRACTS - PROF SERV		54,406.67	13,138.00	67,544.67	
	A	-30-2-1681-4-54720	-		VMWARE SUPPORT TO NOVATIME		03/07/2017			
5	A3021694	54740		DATA PROCESSING NETWORK CS	SERVICE CONTRACTS - EQUIPMENT		149,108.30	-3,600.00	145,508.30	
	A	-30-2-1681-4-54740	-		VMWARE SUPPORT TO NOVATIME		03/07/2017			
6	A3021692	52230		DATA PROCEESING NETWORK EQ	CAPADWARE		50,181.98	-13,138.00	37,043.98	
	A	-30-2-1681-2-52230	-		VMWARE SUPPORT TO NOVATIME		03/07/2017			
7	A3143014	54250		COMM PUBLIC SAFETY CS	CONFERENCE REGISTRATION		.00	50.00	50.00	
	A	-31-4-3010-4-54250	-		COST OF SEMINAR		03/07/2017			
8	A3143014	54110		COMM PUBLIC SAFETY CS	OFFICE SUPPLIES		2,500.00	-50.00	2,450.00	
	A	-31-4-3010-4-54110	-		COST OF SEMINAR		03/07/2017			
** JOURNAL TOTAL								0.00		

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CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2017 3 25									
BUA A3335014-54510	03/07/2017	030717TRAN	030717	030717TRAN		REPAIRS & MAINTENANCE VEHICLE	5	3,175.00	
						SELF INS TO DPW STREETS			
BUA A3031934-54775	03/07/2017	030717TRAN	030717	030717TRAN		SELF INSURANCE	5		3,175.00
						SELF INS TO DPW STREETS			
BUA A3021694-54720	03/07/2017	030717TRAN	030717	030717TRAN		SERVICE CONTRACTS - PROF SERV	5	3,600.00	
						VMWARE SUPPORT TO NOVATIME			
BUA A3021694-54720	03/07/2017	030717TRAN	030717	030717TRAN		SERVICE CONTRACTS - PROF SERV	5	13,138.00	
						VMWARE SUPPORT TO NOVATIME			
BUA A3021694-54740	03/07/2017	030717TRAN	030717	030717TRAN		SERVICE CONTRACTS - EQUIPMENT	5		3,600.00
						VMWARE SUPPORT TO NOVATIME			
BUA A3021692-52230	03/07/2017	030717TRAN	030717	030717TRAN		HARDWARE	5		13,138.00
						VMWARE SUPPORT TO NOVATIME			
BUA A3143014-54250	03/07/2017	030717TRAN	030717	030717TRAN		CONFERENCE REGISTRATION	5	50.00	
						COST OF SEMINAR			
BUA A3143014-54110	03/07/2017	030717TRAN	030717	030717TRAN		OFFICE SUPPLIES	5		50.00
						COST OF SEMINAR			
JOURNAL 2017/03/25 TOTAL								.00	.00

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CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL					.00	.00

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**RESOLUTION (For Expenditure from  
the INSURANCE RESERVE FUND)**

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

WHEREAS, certain property and casualty claims have been filed against the City, and said claims are below the City's property and casualty insurance deductible. Expenditures for said claims remain due and owing, and said claims are of a kind or type that may be lawfully paid from the City's INSURANCE Reserve Fund. The funds are needed to pay for unreported DPW Claim on January 18, 2017 at 132 Lincoln Avenue for the repair of a 2005 Ford F45013585 from A3031934-54775 not to exceed the amount of \$2,928.75.

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures not to exceed the amount of \$2,928.75 is hereby approved as authorized as in accordance with the INSURANCE Reserve Fund to be placed in A3031934-54775.

Ayes:            Nays:

Dated March 1, 2017

**Director Risk and Safety Request/Date:**  
**Commissioner of Accounts John P Franck**  
**Approval/Date**

**City Attorney Approval/Date:**           3/2/17           -

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CITY OF SARATOGA SPRINGS LIVE  
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 2633

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
150866	001	CREIGHTON MANNING EN	1.00	0.00	0.00	1.00	9	PEDESTRIAN SAFETY DESIGN & ENGINEERI
160208	001	MATTS SERVICE CENTER	12.00	0.00	12.00	0.00	0	VEHICLE LEASE 12 MOS
160210	001	TOWNE, RYAN & PARTNE	1.00	0.00	0.00	1.00	8	ARTICLE 7 LEGAL SERVICES
160232	001	TRITECH SOFTWARE SYS	1.00	0.00	0.00	1.00	8	911 SYSTEM PURCHASE AGREEMENT CCA 3
160524	001	WELLS FARGO FINANCIA	12.00	0.00	0.00	12.00	8	LEASE RICOH MPC305SPF INCLUDE SERVIC
160661	001	FORT MILLER FAB3 COR	1.00	0.00	1.00	0.00	0	EXTENSION OF IFB 2015-20 CCA 5/17/16
160663	001	SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00	8	SODIUM HYPOCHLORITE PER GALLON AND P
160890	001	RYAN BIGGS ASSOCIATE	1.00	0.00	1.00	0.00	0	PER TASK ORDER NO. 1 DATED 10/20/16
160990	001	WAYPOINT TECHNOLOGY	1.00	0.00	1.00	0.00	0	PER QUOTE DATED 11/7/16 TRIMBLE GEO
161076	001	FISHER SCIENTIFIC CO	1.00	0.00	0.00	1.00	8	AS FOLLOWS:
161097	001	VMJR COMPANIES	1.00	0.00	1.00	0.00	0	CHNAGE ORDER #1 CCA 12/20/16 NOT T
161106	001	BPI MECHANICAL SERVI	1.00	0.00	1.00	0.00	0	REPAIR AIR SCOOP REPLACE TACO PUMP
171000	001	SHI - SOFTWARE HOUSE	1.00	0.00	1.00	0.00	0	ADOBE ACROBAT PRO PER QUOTE #127173
171007	001	CASELLA WASTE SERVIC	1.00	0.00	0.00	1.00	8	AS PER BID 2016-34 TIPPING AND TRANS
171012	001	AMERICAN ROCK SALT C	1.00	0.00	0.00	1.00	8	COARSE ROCK SALT \$56.74 PER TON SAR
171023	001	US SECURITY ASSOCIAT	1.00	0.00	0.00	1.00	8	2017 SECURITY SERVICES 1/1/17-12/31/
171038	001	MARTIN ENVIRONMENTAL	1.00	0.00	1.00	0.00	0	ASBESTOS REMOVAL PD SEWER BACKUP CL
171040	001	T & T SALES INC	1.00	0.00	1.00	0.00	0	8.6 FISHER SNOW PLOW WITH SNO FOIL H
171133	001	ADVANCED ELECTRONIC	6.00	0.00	0.00	6.00	8	PATROL VEHICLE TABLETS (IN-CAR COMPU
171134	001	LA ROSA'S AUTOMOTIVE	2.00	0.00	2.00	0.00	0	COMPLETE EMERGENCY EQUIPMENT AND PRI
171135	001	HD SUPPLY WATERWORKS	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
171143	001	GERALD SABLOSKI	10.00	0.00	0.00	10.00	8	PRE-EMPLOYMENT POLYGRAPHS
171160	001	HENRY SCHEIN, INC.	1.00	0.00	0.00	1.00	8	MEDICAL SUPPLIES CCA 3/1/16 IFB 201
171161	001	BOUND TREE MEDICAL L	1.00	0.00	0.00	1.00	8	MEDICAL SUPPLIES CCA 3/1/16 IFB 201
171167	001	ORKIN EXTERMINATING	12.00	0.00	0.00	12.00	8	MONTHLY PEST CONTROL SERVICE POLIC

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CITY OF SARATOGA SPRINGS LIVE  
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 2  
apinvent

CLERK: u101 BATCH: 2633

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
171168	001	ALL AMERICAN POLY	100.00	0.00	100.00	0.00	0	200 PER BOX, PRINTED POLY BAGS AS Q
171169	001	GRAINGER	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
171191	001	BPI MECHANICAL SERVI	1.00	0.00	0.00	1.00	8	PLUNBING SERVICES DPS RFP 2017-13

## NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED UNPAID INVOICES TO BE POSTED											
7292	00001 TOSHIBA BUSINESS	155059 13452005		155059	17MAR1	193.29		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: Y	DISC: .00		A3011214	54740		193.29	1099:	
ACCT 1200	DEPT 1000	DUE 03/07/2017	DESC:TOBS6PA								
PO BOX 927 BUFFALO NY 14240-0927											
2457	00000 ACTION SEPTIC SE	154913 50339		155681	17MAR1	240.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: Y	DISC: .00		E3577164	54610		240.00	1099:	
ACCT 1200	DEPT 7000	DUE 03/07/2017	DESC:2/19/17								
P O BOX 1430 GLENS FALLS NY 12803											
2785	00001 ADIRONDACK TIRE	154914 076101		155682	17MAR1	702.50		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3335014	54510		702.50	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:S1100								
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866											
2785	00001 ADIRONDACK TIRE	154915 0760142		155683	17MAR1	705.72		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143124	54510		705.72	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:CAR4206								
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866											
24	00001 ADIRONDACK TRUST	154916 154916		155684	17MAR1	163.10		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: Y	DISC: .00		E3579787	57029		163.10	1099:	
ACCT 1200	DEPT 7000	DUE 03/07/2017	DESC:INTEREST PMT								
473 BROADWAY SARATOGA SPRINGS NY 12866											
7276	00000 ADVANCED ELECTRO	154917 8261153	171133	155685	17MAR1	35,968.00		.00	269.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143022	52230		35,968.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:3851								
344 JOHN DIETSCH BLVD. NORTH ATTLEBORO MA 02763											
57	00000 ADVANCED TELECOM	154918 20309		155686	17MAR1	112.25		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3011654	54330		112.25	1099:	
ACCT 1200	DEPT 1000	DUE 03/07/2017	DESC:SARATOGA								
P O BOX 501 WEST SAND LAKE NY 12196-0501											



VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
798	00001	ALL AMERICAN POL	154919 215561	171168	155687	17MAR1	3,330.00		.00	.00		
CASH A 2017/03 INV 03/01/2017 SEP-CHK: N DISC: .00							A3638184	54380		3,330.00	1099:	
ACCT 1200 DEPT 3000 DUE 03/07/2017 DESC:2/20/17												
P O BOX 10148 NEW BRUNSWICK NJ 08906												
5044	00000	ALL SEASONS TEXT	154920 731924		155688	17MAR1	251.50		.00	.00		
CASH A 2017/03 INV 03/01/2017 SEP-CHK: Y DISC: .00							E3577164	54720		66.00	1099:	
ACCT 1200 DEPT 7000 DUE 03/07/2017 DESC:730451							E3577164	54202		185.50	1099:	
9 TAYLOR AVENUE P O BOX 222 CLINTON NY 13323												
31	00001	ALLERDICE BUILD	154921 1702-014514		155689	17MAR1	15.96		.00	.00		
CASH A 2017/03 INV 03/01/2017 SEP-CHK: Y DISC: .00							E3577164	54140		15.96	1099:	
ACCT 1200 DEPT 7000 DUE 03/07/2017 DESC:662												
BLUE TARP FINANCIAL PO BOX 105525 ATLANTA GA 30348-5525												
31	00001	ALLERDICE BUILD	154922 1701-293097		155690	17MAR1	54.98		.00	.00		
CASH A 2017/03 INV 03/01/2017 SEP-CHK: N DISC: .00							A3335184	54750		54.98	1099:	
ACCT 1200 DEPT 3000 DUE 03/07/2017 DESC:271												
BLUE TARP FINANCIAL PO BOX 105525 ATLANTA GA 30348-5525												
31	00001	ALLERDICE BUILD	154923 1701-295796		155691	17MAR1	75.45		.00	.00		
CASH A 2017/03 INV 03/01/2017 SEP-CHK: N DISC: .00							A3638564	54510		75.45	1099:	
ACCT 1200 DEPT 3000 DUE 03/07/2017 DESC:271												
BLUE TARP FINANCIAL PO BOX 105525 ATLANTA GA 30348-5525												
31	00001	ALLERDICE BUILD	154924 1702-018455		155692	17MAR1	94.23		.00	.00		
CASH A 2017/03 INV 03/01/2017 SEP-CHK: N DISC: .00							F3638354	54180		94.23	1099:	
ACCT 1200 DEPT 3000 DUE 03/07/2017 DESC:1701-287066												
BLUE TARP FINANCIAL PO BOX 105525 ATLANTA GA 30348-5525												
31	00001	ALLERDICE BUILD	154925 154925		155693	17MAR1	185.16		.00	.00		
CASH A 2017/03 INV 03/01/2017 SEP-CHK: N DISC: .00							A3031654	54180		185.16	1099:	
ACCT 1200 DEPT 3000 DUE 03/07/2017 DESC:271												
BLUE TARP FINANCIAL PO BOX 105525 ATLANTA GA 30348-5525												

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
31	00001 ALLERDICE BUILDI	154932 154932		155700	17MAR1	517.92	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3031654	54180	517.92	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:271							
BLUE TARP FINANCIAL	PO BOX 105525	ATLANTA GA 30348-5525								
31	00001 ALLERDICE BUILDI	154933 154933		155701	17MAR1	972.28	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3031624	54610	5.20	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:271			A3031624	54610	12.08	1099:	
BLUE TARP FINANCIAL	PO BOX 105525	ATLANTA GA 30348-5525				A3031624	54610	24.86	1099:	
						A3031644	54612	875.00	1099:	
						A3335014	54180	18.89	1099:	
						A3638184	54180	36.25	1099:	
2013	00002 AMERICAN ROCK SA	154935 154935	171012	155703	17MAR1	28,211.71	.00	55,961.52		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3335014	54400	28,211.71	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:FC729							
P O BOX 536188	PITTSBURGH PA 15253-5903									
85	00001 ANIXTER INC	154936 549-351148		155704	17MAR1	738.00	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3021692	52230	738.00	1099:	
ACCT 1200	DEPT 2000	DUE 03/07/2017	DESC:549-351147							
P O BOX 847428	DALLAS TX 75284-7428									
86	00000 B LANN EQUIPMENT	154937 1900772582		155705	17MAR1	44.18	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143412	52610	44.18	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:12644							
P O BOX 997	TROY NY 12180-0997									
7337	00000 SUSAN BAKER	154938 FEB 2017		155706	17MAR1	224.00	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: Y	DISC: .00		E3577164	54201	224.00	1099:	
ACCT 1200	DEPT 7000	DUE 03/07/2017	DESC:REIMB							
3152	00001 BOBCAT OF SARATO	154939 PO2761		155707	17MAR1	1,143.68	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3335014	54510	1,143.68	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:SARAT031							

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6649	00000 CAPTAIN YOUTH &	154947 0224		155717	17MAR1	360.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: Y	DISC: .00		E3577164	54201		360.00	1099:	
ACCT 1200	DEPT 7000	DUE 03/07/2017	DESC:2/24/17								
5 MUNICIPAL PLAZA SUITE 3 CLIFTON PARK NY 12065											
417	00001 CASELLA WASTE SE	154948 1838612		155718	17MAR1	76.50		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3031654	54610		76.50	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:28-71878 6								
P.O. BOX 1372 WILLISTON VT 05495-1372											
417	00001 CASELLA WASTE SE	154949 1834839		155719	17MAR1	511.88		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: Y	DISC: .00		E3577164	54720		511.88	1099:	
ACCT 1200	DEPT 7000	DUE 03/07/2017	DESC:28-25070 4								
P.O. BOX 1372 WILLISTON VT 05495-1372											
417	00001 CASELLA WASTE SE	154950 154950	171007	155720	17MAR1	2,712.50		.00	80,036.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3638184	54521		2,340.50	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:28-34321 0			A3638184	54700		372.00	1099:	
P.O. BOX 1372 WILLISTON VT 05495-1372											
5598	00001 CDPHP UNIVERSAL	154951 170430001344		155721	17MAR1	17,245.18		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: Y	DISC: .00		E3577168	58010		17,245.18	1099:	
ACCT 1200	DEPT 7000	DUE 03/07/2017	DESC:10013542								
P.O. BOX 5251 BINGHAMTON NY 13902-5251											
2948	00001 CDW GOVERNMENT I	154952 GSL0936		155722	17MAR1	557.78		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3021692	52230		557.78	1099:	
ACCT 1200	DEPT 2000	DUE 03/07/2017	DESC:6731216								
75 REMITTANCE DRIVE STE.1515 CHICAGO IL 60675-1515											
136	00000 CERTIFIED AMBULA	154953 SSF-027		155723	17MAR1	128.70		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143414	54771		128.70	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:JAN 2017								
P O BOX 290184 WETHERSFIELD CT 06129											

NEW INVOICES

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7464	00000 MARCUS DAVIS	154963 154963		155733	17MAR1	40.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3567324	54781		40.00	1099:
ACCT 1200	DEPT 6000	DUE 03/07/2017	DESC:2/9/17								
7 WAVERLY PLACE GANSEVOORT NY 12831											
301	00001 DEPARTMENT OF CO	154964 599030		155734	17MAR1	144.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3335124	54960		144.00	1099:
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:1 30052001								
NYS CORCRAFT 550 BROADWAY ALBANY NY 12204-2802											
2858	00001 DIG SAFELY NEW Y	154965 17010087		155735	17MAR1	120.72		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3335184	54750		98.72	1099:
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:1/31/17				F3638354	54180		22.00	1099:
5063 BRITTONFIELD PARKWAY SYRACUSE NY 13057											
6945	00000 DANIEL DINEEN	154966 154966		155736	17MAR1	105.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3567324	54781		105.00	1099:7
ACCT 1200	DEPT 6000	DUE 03/07/2017	DESC:1/14/17								
209 MAIN STREET APT 1 HUDSON FALLS NY 12839											
6945	00000 DANIEL DINEEN	154967 154967		155737	17MAR1	210.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3567324	54781		70.00	1099:7
ACCT 1200	DEPT 6000	DUE 03/07/2017	DESC:2/7,9,11/17				A3567324	54781		70.00	1099:7
209 MAIN STREET APT 1 HUDSON FALLS NY 12839											
							A3567324	54781		35.00	1099:7
							A3567334	54781		35.00	1099:7
2196	00000 DUNKIN DONUTS	154968 154968		155738	17MAR1	96.36		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3143124	54850		96.36	1099:
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:JAN 2017								
207 SOUTH BROADWAY SARATOGA SPRINGS NY 12866											
3196	00000 LAURA EMANATION	154969 154969		155739	17MAR1	99.99		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3143124	54160		99.99	1099:
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:CLOTHING REIMB								
S S P D SARATOGA SPRINGS NY 12866											

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
5903	00000 EVIDENT, INC	154970 115440A		155740	17MAR1	507.75		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143124	54180		507.75	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:115440B								
739 BROOKS MILL ROAD UNION HALL VA 24176											
645	00000 EXCLUSIVELY EXPO	154971 47305		155741	17MAR1	516.47		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: Y	DISC: .00		E3577164	54140		516.47	1099:	
ACCT 1200	DEPT 7000	DUE 03/07/2017	DESC:496000								
1225 NAPERVILLE DRIVE ROMEOVILLE IL 60446											
2843	00001 FASTENAL COMPANY	154972 NYSAR42633		155742	17MAR1	14.62		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3335184	54750		14.62	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:NYSAR0160								
P.O. BOX 1286 WINONA MN 55987-1286											
5084	00001 FERGUSON WATERWO	154973 0740768		155743	17MAR1	168.90		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		F3638354	54180		168.90	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:0741144								
P.O. BOX 417592 BOSTON MA 02241-7592											
7222	00001 FISHER SCIENTIFI	154974 0056670	161076	155744	17MAR1	852.64		.00	792.17		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143412	52601		852.64	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:580260-001								
ACCT#580260-001 PO BOX 3648 BOSTON MA 02241-3648											
7279	00000 FORT MILLER FAB3	154975 130823	160661	155746	17MAR1	1,200.00		591.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		G3638114	54180		609.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:5528			G3638114	54180		591.00	1099:	
PO BOX 98 SCHUYLERVILLE NY 12871											
2421	00000 G A BOVE & SONS	154976 60691		155747	17MAR1	114.08		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3638564	54650		114.08	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:1003133								
76 RAILROAD STREET MECHANICVILLE NY 12118											



NEW INVOICES

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6100	00001 HENRY SCHEIN, IN	154991 38859419	171160	155762	17MAR1	920.33		.00	9,079.67		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3143414	54150	920.33	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:2534048								
P.O. BOX 371952	PITTSBURGH PA	15250-7952									
205	00001 HIRAM HOLLOW REG	154992 678871		155763	17MAR1	332.80		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3031634	54610	90.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:90-00047 2				A3031654	54180	242.80	1099:	
P.O. BOX 1372	WILLISTON VT	05495-1372									
2439	00006 HOME DEPOT/MAINT	154993 154993		155764	17MAR1	102.67		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3031624	54610	102.67	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:6035322504016258								
DEPT. 32-2504016258	PO BOX 78047	PHOENIX AZ	85062-8047								
2439	00006 HOME DEPOT/MAINT	154994 154994		155765	17MAR1	447.70		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3031634	54610	447.70	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:6035322504016258								
DEPT. 32-2504016258	PO BOX 78047	PHOENIX AZ	85062-8047								
2439	00006 HOME DEPOT/MAINT	154995 154995		155766	17MAR1	720.33		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3031654	54610	226.63	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:6035322504016258				A3031654	54610	365.83	1099:	
DEPT. 32-2504016258	PO BOX 78047	PHOENIX AZ	85062-8047				A3335014	54180	127.87	1099:	
2439	00006 HOME DEPOT/MAINT	154996 154996		155767	17MAR1	834.88		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3567174	54610 3000	162.61	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:6035322504016258				A3567184	54610 3000	436.68	1099:	
DEPT. 32-2504016258	PO BOX 78047	PHOENIX AZ	85062-8047				A3567194	54610 3000	86.50	1099:	
							A3567194	54610 3000	64.25	1099:	
							A3567194	54610 3000	28.66	1099:	
							A3567194	54610 3000	56.18	1099:	

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## NEW INVOICES

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
271	00000 MATTS SERVICE CE	155004 1702396		155776	17MAR1	100.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3567194	54510	3000		100.00	1099:
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:2/15/17								
300 MAPLE AVENUE SARATOGA SPRINGS NY 12866											
271	00000 MATTS SERVICE CE	155005 155005	160208	155777	17MAR1	1,425.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143124	54720			1,425.00	1099:
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:VEHICLE LEASE								
300 MAPLE AVENUE SARATOGA SPRINGS NY 12866											
6965	00000 MIRABITO ENERGY	155006 155006		155778	17MAR1	5,349.87		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143414	54520			641.83	1099:
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:828642			A3335014	54520			990.18	1099:
P.O. BOX 5306	BINGHAMTON NY 13902					A3567144	54520	3000		47.00	1099:
						A3638564	54520			605.96	1099:
						A3638564	54520			2,627.28	1099:
						F3638354	54520			437.62	1099:
6622	00000 NAC LOGISTICS	155008 006485		155780	17MAR1	509.56		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3567194	54170			509.56	1099:
ACCT 1200	DEPT 6000	DUE 03/07/2017	DESC:2/16/17								
808 PROCTOR AVE. OGDENSBURG NY 13669											
6487	00000 JEFF NADEAU	155009 155009		155781	17MAR1	245.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3567324	54781			70.00	1099:7
ACCT 1200	DEPT 6000	DUE 03/07/2017	DESC:2/8,9,11/17			A3567324	54781			70.00	1099:7
2 GLEN DRIVE	SARATOGA SPRINGS NY 12866					A3567324	54781			70.00	1099:7
						A3567334	54781			35.00	1099:7
6512	00000 NATIONAL BUSINES	155010 1N170431		155782	17MAR1	72.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3011474	54740			72.00	1099:
ACCT 1200	DEPT 1000	DUE 03/07/2017	DESC:CS06								
505 BRADFORD STREET ALBANY NY 12206											

NEW INVOICES

VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
6731	00000 NEMER CDJR OF SA	155011 44094,44676		155783	17MAR1		957.27	.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: N DISC: .00	A3143124 54510	957.27	1099:						
ACCT 1200	DEPT 4000 DUE 03/07/2017	DESC:45390,45453									
617 MAPLE AVE RT 9 SARATOGA SPRINGS NY 12866											
1152	00000 NEW COUNTRY FORD	155012 183312F		155784	17MAR1		93.99	.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: N DISC: .00	A3143124 54510	93.99	1099:						
ACCT 1200	DEPT 4000 DUE 03/07/2017	DESC:5841800									
3002 ROUTE 50 P.O. BOX 382 SARATOGA SPRINGS NY 12866											
309	00001 NEWMAN SIGNS	155013 TI-0306917		155786	17MAR1		77.40	.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: N DISC: .00	A3143314 54961	77.40	1099:						
ACCT 1200	DEPT 4000 DUE 03/07/2017	DESC:SAR050									
P O BOX 1728 JAMESTOWN ND 58402-1728											
5827	00000 NORTHSTAR CHEVRO	155014 65654		155787	17MAR1		61.84	.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: N DISC: .00	A3143124 54510	61.84	1099:						
ACCT 1200	DEPT 4000 DUE 03/07/2017	DESC:19164									
P.O. BOX 1138 400 CLIFTON PARK CENTER ROAD CLIFTON PARK NY 12065											
7535	00000 OGLEBAY RESORT	155015 6/3-9/17		155788	17MAR1		2,540.36	.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: Y DISC: .00	E3577164 54201	2,540.36	1099:						
ACCT 1200	DEPT 7000 DUE 03/07/2017	DESC:RYAN MCMAHON									
465 LODGE DRIVE WHEELING WV 26003											
326	00000 ON CALL PLUMBING	155016 044112		155789	17MAR1		732.00	.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: N DISC: .00	A3143414 54610	732.00	1099:						
ACCT 1200	DEPT 4000 DUE 03/07/2017	DESC:2/7/17									
99 WALWORTH STREET SARATOGA SPRINGS NY 12866											
19	00000 ORKIN EXTERMINAT	155017 153342172	171167	155790	17MAR1		195.00	.00	1,950.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: N DISC: .00	A3143124 54720	75.00	1099:						
ACCT 1200	DEPT 4000 DUE 03/07/2017	DESC:2106771	A3143414 54720	120.00	1099:						
537 QUEENSBURY AVENUE QUEENSBURY NY 12804											

NEW INVOICES

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## NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR		
1259	00001 RYAN BIGGS ASSOC	155025 42573	160890	155798	17MAR1	12,000.00		.00	.00				
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			H3141622	52000 1230	12,000.00	1099:			
ACCT 1200	DEPT 5000	DUE 03/07/2017	DESC:DOOR REPLACEMENTS										
291 RIVER STREET TROY NY 12180													
409	00000 S & J ENTERPRISE	155026 71263		155799	17MAR1	57.00		.00	.00				
CASH A	2017/03	INV 03/01/2017	SEP-CHK: Y	DISC: .00			E3577164	54140	57.00	1099:			
ACCT 1200	DEPT 7000	DUE 03/07/2017	DESC:2/2/17										
309 W MONTGOMERY ST JOHNSTOWN NY 12095													
4719	00000 GERALD SABLOSKI	155028 2/23/17	171143	155801	17MAR1	2,000.00		.00	2,000.00				
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3143124	54720	2,000.00	1099:7			
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:POLYGRAPHS										
202 FARMINGDALE ROAD CAMILLUS NY 13031													
6851	00000 SARATOGA AUTO SU	155029 155029		155802	17MAR1	304.24		.00	.00				
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3031624	54180	12.90	1099:			
ACCT 1200	DEPT 5000	DUE 03/07/2017	DESC:4305				A3031654	54210	36.99	1099:			
11 ALETTA STREET SARATOGA SPRINGS NY 12866										149.99	1099:		
										A3567144	54510 3000	13.12	1099:
										A3567194	54510 3000	31.61	1099:
										A3567194	54510 3000	44.56	1099:
										F3638354	54510	9.69	1099:
										G3638124	54510	5.38	1099:
6851	00000 SARATOGA AUTO SU	155030 155030		155803	17MAR1	309.25		.00	.00				
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3335014	54510	10.78	1099:			
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:4305				A3335014	54510	87.00	1099:			
11 ALETTA STREET SARATOGA SPRINGS NY 12866										11.85	1099:		
										A3335014	54510	199.62	1099:
6851	00000 SARATOGA AUTO SU	155031 155031		155804	17MAR1	558.96		.00	.00				
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3335124	54510	544.64	1099:			
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:4305				A3335124	54510	14.32	1099:			
11 ALETTA STREET SARATOGA SPRINGS NY 12866													



VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6851	00000 SARATOGA AUTO SU	155032 155032		155805	17MAR1	1,281.70		.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: N		DISC: .00			A3335014	54510	1,281.70	1099:	
ACCT 1200	DEPT 3000 DUE 03/07/2017	DESC:4305									
11 ALETTA STREET SARATOGA SPRINGS NY 12866											
364	00001 SARATOGA COUNTY	155033 155033		155806	17MAR1	10.00		.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: Y		DISC: .00			A3143014	54110	10.00	1099:	
ACCT 1200	DEPT 4000 DUE 03/07/2017	DESC:L. WATKINS									
40 MCMASTERS STREET BALLSTON SPA NY 12020											
366	00000 SARATOGA COUNTY	155034 155034		155807	17MAR1	220.00		.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: Y		DISC: .00			A3113624	54110	74.00	1099:	
ACCT 1200	DEPT 1000 DUE 03/07/2017	DESC:2017 TAX MAP					A3031444	54180	73.00	1099:	
35 WEST HIGH STREET BALLSTON SPA NY 12020											
							A3618684	54440	73.00	1099:	
3262	00001 SARATOGA CTY RUR	155035 155035		155808	17MAR1	5,748.00		.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: N		DISC: .00			Y3616234	54720 9997	5,748.00	1099:	
ACCT 1200	DEPT 1000 DUE 03/07/2017	DESC:MARCH 2017									
1214 SARATOGA ROAD BALLSTON SPA NY 12020											
369	00000 SARATOGA MASONRY	155036 214137		155809	17MAR1	352.39		.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: N		DISC: .00			A3335014	54180	352.39	1099:	
ACCT 1200	DEPT 3000 DUE 03/07/2017	DESC:DPW									
435 MAPLE AVENUE - ROUTE 9 SARATOGA SPRINGS NY 12866											
371	00002 SARATOGA QUALITY	155037 1702-114232		155810	17MAR1	11.42		.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: N		DISC: .00			F3638334	54330	11.42	1099:	
ACCT 1200	DEPT 3000 DUE 03/07/2017	DESC:4345									
BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525											
371	00002 SARATOGA QUALITY	155038 1702-111831		155811	17MAR1	18.36		.00	.00		
CASH A	2017/03 INV 03/01/2017	SEP-CHK: Y		DISC: .00			E3577164	54140	18.36	1099:	
ACCT 1200	DEPT 7000 DUE 03/07/2017	DESC:413									
BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525											

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
371	00002 SARATOGA QUALITY	155039 1702-114697		155812	17MAR1	81.93	.00	.00		
	CASH A	2017/03 INV 03/01/2017	SEP-CHK: N	DISC: .00			A3537114 54180		81.93	1099:
	ACCT 1200	DEPT 3000 DUE 03/07/2017	DESC:4345							
	BLUETARP CREDIT SERVICES	PO BOX 105525 ATLANTA GA 30348-5525								
371	00002 SARATOGA QUALITY	155040 1702-110955		155813	17MAR1	94.66	.00	.00		
	CASH A	2017/03 INV 03/01/2017	SEP-CHK: N	DISC: .00			F3638334 54610		94.66	1099:
	ACCT 1200	DEPT 3000 DUE 03/07/2017	DESC:1702-113853							
	BLUETARP CREDIT SERVICES	PO BOX 105525 ATLANTA GA 30348-5525								
3052	00000 SARATOGA SPRINGS	155041 155041		155814	17MAR1	4,459.00	.00	.00		
	CASH A	2017/03 INV 03/01/2017	SEP-CHK: N	DISC: .00			Y3616234 54720 9997		4,459.00	1099:
	ACCT 1200	DEPT 1000 DUE 03/07/2017	DESC:MARCH 2017							
	1 SOUTH FEDERAL STREET	SARATOGA SPRINGS NY 12866								
374	00005 SARATOGIAN LLC	155042 1250640		155815	17MAR1	43.48	.00	.00		
	CASH A	2017/03 INV 03/01/2017	SEP-CHK: N	DISC: .00			A3051414 54490		43.48	1099:
	ACCT 1200	DEPT 5000 DUE 03/07/2017	DESC:19397							
	PO BOX 650064	DALLAS TX 75265-0064								
374	00005 SARATOGIAN LLC	155043 155043		155816	17MAR1	202.22	.00	.00		
	CASH A	2017/03 INV 03/01/2017	SEP-CHK: N	DISC: .00			A3051414 54490		202.22	1099:
	ACCT 1200	DEPT 5000 DUE 03/07/2017	DESC:19397							
	PO BOX 650064	DALLAS TX 75265-0064								
6825	00000 SECUREWATCH 24,	155044 A113670		155817	17MAR1	1,965.00	.00	.00		
	CASH A	2017/03 INV 03/01/2017	SEP-CHK: N	DISC: .00			A3143124 54720		1,965.00	1099:
	ACCT 1200	DEPT 4000 DUE 03/07/2017	DESC:10798							
	ONE PENN PLAZA SUITE 4000	NEW YORK NY 10019								
377	00001 SENIOR CITIZEN C	155045 155045		155818	17MAR1	1,000.00	.00	.00		
	CASH A	2017/03 INV 03/01/2017	SEP-CHK: N	DISC: .00			A3416774 54110		1,000.00	1099:
	ACCT 1200	DEPT 1000 DUE 03/07/2017	DESC:OFFICE SUPPLIES							
	ATTN: WILLIAM DAVIS 5 WILLIAMS STREET	SARATOGA SPRINGS NY 12866								

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
2575	00000 ANDREW W SEPHAS	155046 155046		155819	17MAR1	180.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3567334	54781			40.00	1099:7
ACCT 1200	DEPT 6000	DUE 03/07/2017	DESC:1/23,2/6-9/17			A3567324	54781			140.00	1099:7
370 N. GREENFIELD ROAD GREENFIELD NY 12859											
5277	00003 SHI - SOFTWARE H	155047 B05950619	171000	155820	17MAR1	370.30		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3051414	54110			370.30	1099:
ACCT 1200	DEPT 5000	DUE 03/07/2017	DESC:ADOBE PRO								
PO BOX 952121 DALLAS TX 75395-2121											
7309	00000 SITEONE	155048 79075893		155821	17MAR1	1,169.57		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3567142	52300 3000			863.57	1099:
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:79075924			A3567144	54180 3000			306.00	1099:
24110 NETWORK PLACE CHICAGO IL 60673											
7470	00000 RAYMOND SMITH	155049 155049		155822	17MAR1	315.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3567334	54781			70.00	1099:
ACCT 1200	DEPT 6000	DUE 03/07/2017	DESC:2/6-11/17			A3567324	54781			245.00	1099:
78 LINCOLN AVENUE SARATOGA SPRINGS NY 12866											
1336	00000 SPA.NET COMPUTER	155050 155050		155823	17MAR1	440.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: Y	DISC: .00		E3577164	54720			440.00	1099:
ACCT 1200	DEPT 7000	DUE 03/07/2017	DESC:87743								
112 S BROADWAY STE.4 SARATOGA SPRINGS NY 12866											
407	00000 STANLEY PAPER CO	155051 550762		155824	17MAR1	199.69		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3567144	54610 3000			199.69	1099:
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:2/22/17								
1 TERMINAL STREET ALBANY NY 12206-1014											
7504	00000 CARTER STEINGRAB	155052 155052		155825	17MAR1	60.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3567334	54781			40.00	1099:
ACCT 1200	DEPT 6000	DUE 03/07/2017	DESC:1/30,2/6/17			A3567324	54781			20.00	1099:
107 LAKE AVE. APT. 1 SARATOGA SPRINGS NY 12866											

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
393	00001 SURPASS CHEMICAL	155053 305908	160663	155826	17MAR1	1,232.00	.00	3,777.62		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		F3638334	54141	1,232.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:217307							
1254 BROADWAY	ALBANY NY	12204-2623								
420	00000 T & T SALES INC	155054 32539		155827	17MAR1	1,219.18	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3335014	54510	609.59	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:2/13/17			A3335124	54510	609.59	1099:	
411 OLD NISKAYUNA ROAD	LATHAM NY	12110								
420	00000 T & T SALES INC	155055 32497	171040	155828	17MAR1	5,465.00	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3335012	52300	5,465.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:2/6/17							
411 OLD NISKAYUNA ROAD	LATHAM NY	12110								
424	00000 TAYLOR WELDING S	155056 00743544		155829	17MAR1	62.13	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3638184	54180	62.13	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:02631							
P O BOX 741 22 LOWER WARREN STREET	GLENS FALLS NY	12801								
5997	00001 TIME WARNER CABL	155057 155057		155830	17MAR1	500.00	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3567194	54720	500.00	1099:	
ACCT 1200	DEPT 6000	DUE 03/07/2017	DESC:202-904547801-001							
BOX 70872	CHARLOTTE NC	28272-0872								
7498	00000 AMBER TONKIN	155058 155058		155831	17MAR1	24.99	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143324	54160	24.99	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:CLOTHING REIMB							
PAYROLL										
5846	00000 TOWNE, RYAN & PA	155060 28640,28641	160210	155833	17MAR1	297.50	.00	7,553.71		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3051354	54720	297.50	1099:7	
ACCT 1200	DEPT 5000	DUE 03/07/2017	DESC:28642,28643							
P.O. BOX 15072 450 NEW KARNER ROAD	ALBANY NY	12212								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7291	00000 TRITECH SOFTWARE	155061 PA0005562	160232	155834	17MAR1	61,184.01		.00	56,283.74		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			H3143122	52000 1244	61,184.01	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:NY060								
PO BOX 203223	DALLAS TX 75320-3223										
7272	00001 US SECURITY ASSO	155062 1604444	171023	155835	17MAR1	456.25		.00	36,016.40		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			E3577164	54720	456.25	1099:	
ACCT 1200	DEPT 7000	DUE 03/07/2017	DESC:36656								
3 COMPUTER DRIVE WEST	ALBANY NY 12205										
3256	00000 UNIFIRST CORPORA	155063 155063		155836	17MAR1	56.80		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3143124	54720	56.80	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:1290931								
157 TROY SCHENECTADY ROAD	WATERVLIET NY 12189										
3256	00000 UNIFIRST CORPORA	155064 155064		155837	17MAR1	107.69		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3031654	54160	34.52	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:1269237				A3031654	54160	34.52	1099:	
157 TROY SCHENECTADY ROAD	WATERVLIET NY 12189						A3031654	54210	14.40	1099:	
							A3031654	54210	12.00	1099:	
							A3031654	54610	12.25	1099:	
3256	00000 UNIFIRST CORPORA	155065 155065		155838	17MAR1	110.09		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3031654	54160	34.52	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:1269237				A3031654	54160	34.52	1099:	
157 TROY SCHENECTADY ROAD	WATERVLIET NY 12189						A3031654	54210	14.40	1099:	
							A3031654	54210	14.40	1099:	
							A3031654	54610	12.25	1099:	
3256	00000 UNIFIRST CORPORA	155066 155066		155839	17MAR1	119.94		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3031654	54160	34.52	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:1269237				A3031654	54160	34.52	1099:	
157 TROY SCHENECTADY ROAD	WATERVLIET NY 12189						A3031654	54610	12.25	1099:	
							A3031654	54610	12.25	1099:	
							A3031654	54210	12.00	1099:	
							A3031654	54210	14.40	1099:	

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
3256	00000 UNIFIRST CORPORA	155067 155067		155840	17MAR1	137.95		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143124	54720		137.95	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:1290931								
157 TROY SCHENECTADY ROAD WATERVLIET NY 12189											
3256	00000 UNIFIRST CORPORA	155068 155068		155841	17MAR1	146.76		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3031654	54160		34.52	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:1269237			A3031654	54160		34.52	1099:	
157 TROY SCHENECTADY ROAD WATERVLIET NY 12189											
						A3031654	54210		14.40	1099:	
						A3031654	54210		14.40	1099:	
						A3031654	54210		14.40	1099:	
						A3031654	54160		34.52	1099:	
3256	00000 UNIFIRST CORPORA	155069 155069		155842	17MAR1	148.95		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3567174	54610	3000	148.95	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:1269237								
157 TROY SCHENECTADY ROAD WATERVLIET NY 12189											
3256	00000 UNIFIRST CORPORA	155070 155070		155843	17MAR1	172.58		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3031624	54610		60.80	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:1269237			A3031624	54610		60.80	1099:	
157 TROY SCHENECTADY ROAD WATERVLIET NY 12189											
						A3537114	54610		50.98	1099:	
3256	00000 UNIFIRST CORPORA	155071 155071		155844	17MAR1	312.93		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3031624	54610		60.80	1099:	
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:1269237			A3031624	54610		60.80	1099:	
157 TROY SCHENECTADY ROAD WATERVLIET NY 12189											
						A3537114	54610		50.98	1099:	
						A3537114	54610		50.98	1099:	
						A3567174	54610	3000	29.79	1099:	
						A3567174	54610	3000	29.79	1099:	
						A3567174	54610	3000	29.79	1099:	
440	00003 US POSTAL SERVIC	155072 155072		155845	17MAR1	225.00		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3021314	54120		225.00	1099:	
ACCT 1200	DEPT 2000	DUE 03/07/2017	DESC:PERMIT#00024								
245 WASHINGTON STREET SARATOGA SPRINGS NY 12866											

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
3346	00001 W B MASON CO INC	155080 I41975653		155853	17MAR1	14.38		.00	.00		
	CASH A	2017/03 INV 03/01/2017									
	ACCT 1200	DEPT 1000 DUE 03/07/2017									
	P O BOX 981101	BOSTON MA 02298-1101									
							A3011214	54110		14.38	1099:
3346	00001 W B MASON CO INC	155081 I41739147		155854	17MAR1	27.63		.00	.00		
	CASH A	2017/03 INV 03/01/2017									
	ACCT 1200	DEPT 3000 DUE 03/07/2017									
	P O BOX 981101	BOSTON MA 02298-1101									
							A3031444	54110		27.63	1099:
3346	00001 W B MASON CO INC	155082 155082		155855	17MAR1	31.68		.00	.00		
	CASH A	2017/03 INV 03/01/2017									
	ACCT 1200	DEPT 3000 DUE 03/07/2017									
	P O BOX 981101	BOSTON MA 02298-1101									
							A3031624	54110		17.99	1099:
							F3638334	54110		13.69	1099:
3346	00001 W B MASON CO INC	155083 155083		155856	17MAR1	315.53		.00	.00		
	CASH A	2017/03 INV 03/01/2017									
	ACCT 1200	DEPT 2000 DUE 03/07/2017									
	P O BOX 981101	BOSTON MA 02298-1101									
							A3021314	54110		315.53	1099:
3346	00001 W B MASON CO INC	155084 155084		155857	17MAR1	491.34		.00	.00		
	CASH A	2017/03 INV 03/01/2017									
	ACCT 1200	DEPT 1000 DUE 03/07/2017									
	P O BOX 981101	BOSTON MA 02298-1101									
							A3113624	54110		316.74	1099:
							A3031444	54110		58.20	1099:
							A3618684	54110		58.20	1099:
							Y3618684	54110 433		58.20	1099:
3346	00001 W B MASON CO INC	155085 155085		155858	17MAR1	656.82		.00	.00		
	CASH A	2017/03 INV 03/01/2017									
	ACCT 1200	DEPT 3000 DUE 03/07/2017									
	P O BOX 981101	BOSTON MA 02298-1101									
							A3031494	54110		47.97	1099:
							A3031494	54110		290.96	1099:
							A3638184	54180		26.94	1099:
							F3638314	54110		290.95	1099:
6659	00000 TIMOTHY WALES	155086 155086		155859	17MAR1	580.22		.00	.00		
	CASH A	2017/03 INV 03/01/2017									
	ACCT 1200	DEPT 3000 DUE 03/07/2017									
	68 WATERVIEW DRIVE	SARATOGA SPRINGS NY 12866									
							A3031444	54250		580.22	1099:



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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7382	00000 WELLS FARGO FINA	155087 98324460	160524	155860	17MAR1	60.30		.00	120.60		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3143124	54740		60.30	1099:
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:323252-1023244A2								
PO BOX 41564	PHILADELPHIA PA	19101									
1973	00000 WOLBERG ELECTRIC	155088 1775291		155861	17MAR1	16.40		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			G3638124	54180		16.40	1099:
ACCT 1200	DEPT 3000	DUE 03/07/2017	DESC:13696								
35 INDUSTRIAL PARK ROAD	P O BOX 6309	ALBANY NY 12206-0309									
7426	00000 BPI MECHANICAL S	155090 3433	171191	155863	17MAR1	120.00		.00	5,380.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3143414	54610		120.00	1099:
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:PLUMBING SERVICES								
95 HUDSON RIVER ROAD	WATERFORD NY	12188									
2948	00001 CDW GOVERNMENT I	155091 GXB0388		155864	17MAR1	314.93		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3021694	54330		314.93	1099:
ACCT 1200	DEPT 2000	DUE 03/07/2017	DESC:6731216								
75 REMITTANCE DRIVE STE.1515	CHICAGO IL	60675-1515									
3	00002 CSEA-EBF	155092 155092		155865	17MAR1	1,648.15		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3739068	58011		1,202.18	1099:
ACCT 1200	DEPT 2000	DUE 03/07/2017	DESC:DPW #268				A3769068	58011	3000	193.90	1099:
ONE LEAR JET LANE SUITE ONE	LATHAM NY	12110					F3739068	58011		135.73	1099:
							G3739068	58011		116.34	1099:
3	00001 CSEA-EBF	155093 155093		155866	17MAR1	2,531.36		.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00			A3011478	58011		48.68	1099:
ACCT 1200	DEPT 2000	DUE 03/07/2017	DESC:CITY HALL NB365				A3719068	58011		413.78	1099:
ONE LEAR JET LANE SUITE ONE	LATHAM NY	12110					A3729068	58011		243.40	1099:
							A3739068	58011		247.45	1099:
							A3749068	58011		681.52	1099:
							A3759068	58011		219.06	1099:
							A3769068	58011		121.70	1099:
							F3739068	58011		411.73	1099:
							G3739068	58011		144.04	1099:

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2858	00001 DIG SAFELY NEW Y	155094 17020078		155867	17MAR1	102.15	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143314 54390		102.15	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:2/8/17							
5063	BRITTONFIELD PARKWAY	SYRACUSE NY 13057								
2439	00007 HOME DEPOT/MAINT	155095 155095		155868	17MAR1	320.82	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143124 54570		320.82	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:6035322538801519							
DEPT. 32-2538801519	PO BOX 78047	PHOENIX AZ 85062-8047								
319	00001 NATIONAL GRID	155096 155096		155869	17MAR1	151.66	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3143314 54751		151.66	1099:	
ACCT 1200	DEPT 4000	DUE 03/07/2017	DESC:DPS							
P.O. BOX 4706	SYRACUSE NY 13221-4706									
3346	00001 W B MASON CO INC	155097 I41822850		155871	17MAR1	398.37	.00	.00		
CASH A	2017/03	INV 03/01/2017	SEP-CHK: N	DISC: .00		A3567144 54110		284.41	1099:	
ACCT 1200	DEPT 6000	DUE 03/07/2017	DESC:C1067550			A3567194 54110		113.96	1099:	
P O BOX 981101	BOSTON MA 02298-1101									
179 APPROVED UNPAID INVOICES				TOTAL		364,685.83				
179 INVOICE(S)				REPORT POST TOTAL		364,685.83				

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# ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2017 03	A063	A	-06-3-0000-0-42411 -	RENTAL CASINO,C	500.00 REV .00
	A3011214	A	-30-1-1210-4-54110 -	OFFICE SUPPLIES	14.38 1,918.93
	A3011214	A	-30-1-1210-4-54740 -	SERVICE CONTRAC	193.29 1,213.66
	A3011474	A	-30-1-1431-4-54110 -	OFFICE SUPPLIES	41.40 638.60
	A3011474	A	-30-1-1431-4-54740 -	SERVICE CONTRAC	72.00 1,028.00
	A3011478	A	-30-1-1431-8-58011 -	VISION INSURANC	48.68 300.84
	A3011654	A	-30-1-1650-4-54330 -	REPAIRS & MAINT	112.25 1,087.75
	A3021314	A	-30-2-1310-4-54110 -	OFFICE SUPPLIES	315.53 7,013.77
	A3021314	A	-30-2-1310-4-54120 -	POSTAGE	225.00 7,502.53
	A3021692	A	-30-2-1681-2-52230 -	HARDWARE	11,747.78 48,328.42
	A3021694	A	-30-2-1681-4-54330 -	REPAIRS & MAINT	314.93 1,735.07
	A3031444	A	-30-3-1440-4-54110 -	OFFICE SUPPLIES	405.43 1,020.90
	A3031444	A	-30-3-1440-4-54180 -	OTHER SUPPLIES	73.00 2,327.00
	A3031444	A	-30-3-1440-4-54250 -	CONFERENCE REGI	580.22 398.78
	A3031494	A	-30-3-1490-4-54110 -	OFFICE SUPPLIES	338.93 3,183.97
	A3031624	A	-30-3-1620-4-54110 -	OFFICE SUPPLIES	17.99 82.01
	A3031624	A	-30-3-1620-4-54180 -	OTHER SUPPLIES	12.90 3,753.18
	A3031624	A	-30-3-1620-4-54610 -	REPAIRS & MAINT	1,261.99 28,275.83
	A3031634	A	-30-3-1621-4-54610 -	REPAIRS & MAINT	537.70 8,492.02
	A3031644	A	-30-3-1622-4-54612 -	REPAIRS & MAINT	4,519.85 9,125.00
	A3031654	A	-30-3-1623-4-54140 -	JANITORIAL SUPP	62.01 282.71
	A3031654	A	-30-3-1623-4-54160 -	UNIFORMS	310.68 1,958.36
	A3031654	A	-30-3-1623-4-54180 -	OTHER SUPPLIES	1,182.77 3,631.21
	A3031654	A	-30-3-1623-4-54210 -	GARAGE SUPPLIES	440.79 1,242.17
	A3031654	A	-30-3-1623-4-54610 -	REPAIRS & MAINT	941.53 2,775.42
	A3041934	A	-30-4-1930-4-54775 -	SELF INSURANCE	4,000.00 3,565.00
	A3051354	A	-30-5-1355-4-54720 -	SERVICE CONTRAC	297.50 .00
	A3051414	A	-30-5-1410-4-54110 -	OFFICE SUPPLIES	370.30 4,332.70
	A3051414	A	-30-5-1410-4-54490 -	GENERAL ADVERTI	461.70 6,609.84
	A3051414	A	-30-5-1410-4-54573 -	RISK-SAFETY PRO	17.94 49,868.05
	A3113624	A	-31-1-3620-4-54110 -	OFFICE SUPPLIES	390.74 1,018.73
	A3143014	A	-31-4-3010-4-54110 -	OFFICE SUPPLIES	10.00 2,411.57
	A3143014	A	-31-4-3010-4-54250 -	CONFERENCE REGI	50.00 -50.00
	A3143022	A	-31-4-3020-2-52230 -	HARDWARE	35,968.00 3,489.17
	A3143122	A	-31-4-3120-2-52620 -	POLICE EQUIPMEN	25,566.72 14,283.93
	A3143124	A	-31-4-3120-4-54160 -	UNIFORMS	324.86 65,314.36
	A3143124	A	-31-4-3120-4-54180 -	OTHER SUPPLIES	507.75 4,671.05
	A3143124	A	-31-4-3120-4-54510 -	REPAIRS & MAINT	2,569.77 58,596.44
	A3143124	A	-31-4-3120-4-54570 -	TRAINING	320.82 14,814.18
	A3143124	A	-31-4-3120-4-54610 -	REPAIRS & MAINT	120.00 284.12
	A3143124	A	-31-4-3120-4-54720 -	SERVICE CONTRAC	5,659.75 57,463.43
	A3143124	A	-31-4-3120-4-54740 -	SERVICE CONTRAC	271.06 27,131.07
	A3143124	A	-31-4-3120-4-54850 -	MEALS PRISONERS	96.36 1,403.64
	A3143312	A	-31-4-3310-2-52802 -	TOOLS & EQUIPME	294.69 7,205.31
	A3143314	A	-31-4-3310-4-54390 -	MAINTENANCE SUP	102.15 9,652.40
	A3143314	A	-31-4-3310-4-54720 -	SERVICE CONTRAC	7,560.00 .00
	A3143314	A	-31-4-3310-4-54751 -	UTILITIES TRAFF	151.66 29,096.55
	A3143314	A	-31-4-3310-4-54961 -	SIGNS & POSTS	77.40 33,712.06
	A3143324	A	-31-4-3320-4-54160 -	UNIFORMS	24.99 2,475.03
	A3143412	A	-31-4-3410-2-52601 -	FIRE EQUIPMENT	852.64 20,000.00
	A3143412	A	-31-4-3410-2-52610 -	FIREFIGHTERS EQ	44.18 45,555.82

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# ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
		A3143414 A	OFFICE SUPPLIES	8.86	3,491.14
		A3143414 A	EMS SUPPLIES	1,327.78	12,021.71
		A3143414 A	GAS & OIL	641.83	17,947.59
		A3143414 A	REPAIRS & MAINT	852.00	7,404.50
		A3143414 A	SERVICE CONTRAC	250.00	12,476.00
		A3143414 A	SERVICE CONTRAC	128.70	146.56
		A3335012 A	MISCELLANEOUS E	5,465.00	4,535.00
		A3335014 A	RUBBLE BLACKTOP	1,044.76	68,048.56
		A3335014 A	OTHER SUPPLIES	956.26	47,645.86
		A3335014 A	SALT & SAND	28,211.71	10,000.00
		A3335014 A	REPAIRS & MAINT	5,207.08	133,714.12
		A3335014 A	GAS & OIL	990.18	207,796.60
		A3335124 A	REPAIRS & MAINT	1,168.55	38,831.45
		A3335124 A	STREET SIGNS	144.00	1,856.00
		A3335184 A	STREET LIGHTING	168.32	379,321.43
		A3416774 A	OFFICE SUPPLIES	1,000.00	.00
		A3537114 A	OTHER SUPPLIES	378.40	10,696.73
		A3537114 A	REPAIRS & MAINT	1,109.46	13,426.06
		A3567142 A	MISCELLANEOUS E	863.57	12,757.43
		A3567144 A	OFFICE SUPPLIES	284.41	3,915.59
		A3567144 A	OTHER SUPPLIES	306.00	14,629.00
		A3567144 A	REPAIRS & MAINT	13.12	5,330.79
		A3567144 A	GAS & OIL	47.00	14,478.44
		A3567144 A	REPAIRS & MAINT	199.69	3,722.11
		A3567174 A	REPAIRS & MAINT	1,771.40	12,554.49
		A3567184 A	REPAIRS & MAINT	436.68	13,950.55
		A3567194 A	OFFICE SUPPLIES	113.96	386.04
		A3567194 A	SPORTS SUPPLIES	509.56	1,990.44
		A3567194 A	REPAIRS & MAINT	176.17	4,731.43
		A3567194 A	REPAIRS & MAINT	636.22	19,294.84
		A3567194 A	SERVICE CONTRAC	500.00	5,300.00
		A3567324 A	SUPERVISION	1,270.00	7,375.00
		A3567334 A	SUPERVISION	325.00	710.00
		A3618684 A	OFFICE SUPPLIES	58.20	1,151.89
		A3618684 A	BOOKS PUBLICATI	73.00	860.00
		A3638184 A	OTHER SUPPLIES	125.32	366.70
		A3638184 A	STATION BAGS	3,330.00	3,670.00
		A3638184 A	TIPPING FEES	2,340.50	700.00
		A3638184 A	TRANSPORTATION	372.00	6,260.00
		A3638562 A	MISCELLANEOUS E	1,442.00	4,558.00
		A3638564 A	REPAIRS & MAINT	75.45	2,924.55
		A3638564 A	GAS & OIL	3,233.24	2,127.88
		A3638564 A	UTILITIES	114.08	885.92
		A3719068 A	VISION INSURANC	413.78	4,519.10
		A3729068 A	VISION INSURANC	243.40	2,249.02
		A3739068 A	VISION INSURANC	1,449.63	13,571.06
		A3749068 A	VISION INSURANC	681.52	7,765.57
		A3759068 A	VISION INSURANC	219.06	2,024.12
		A3769068 A	VISION INSURANC	121.70	1,124.51
		A3769068 A	VISION INSURANC	193.90	1,791.64
		A3929999 A	TRANSFERS TO OT	33,492.65	353,231.35

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# ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
E3577162	E	-35-7-7160-2-52200 -	OFFICE EQUIPMEN	73.99	1,358.02
E3577164	E	-35-7-7160-4-54140 -	JANITORIAL SUPP	1,043.41	33,384.06
E3577164	E	-35-7-7160-4-54201 -	BUSINESS EXPENS	3,124.36	6,531.40
E3577164	E	-35-7-7160-4-54202 -	CLIENT EXPENSES	185.50	16,064.50
E3577164	E	-35-7-7160-4-54421 -	LEGAL ADVERTISI	25.16	774.84
E3577164	E	-35-7-7160-4-54510 -	REPAIRS & MAINT	13.91	1,844.23
E3577164	E	-35-7-7160-4-54610 -	REPAIRS & MAINT	858.00	33,351.87
E3577164	E	-35-7-7160-4-54720 -	SERVICE CONTRAC	1,474.13	60,932.04
E3577164	E	-35-7-7160-4-54792 -	MISCELLANEOUS	15.96	4,906.04
E3577168	E	-35-7-7160-8-58010 -	HOSPITALIZATION	17,245.18	122,494.46
E3579787	E	-35-7-9789-7-57029 -	NON OPERATING I	163.10	-267.95
F3638314	F	-36-3-8310-4-54110 -	OFFICE SUPPLIES	290.95	2,741.06
F3638324	F	-36-3-8320-4-54650 -	UTILITIES	65.00	39,495.06
F3638334	F	-36-3-8330-4-54110 -	OFFICE SUPPLIES	13.69	730.32
F3638334	F	-36-3-8330-4-54141 -	CHEMICALS	1,232.00	140,000.00
F3638334	F	-36-3-8330-4-54330 -	REPAIRS & MAINT	318.94	48,758.96
F3638334	F	-36-3-8330-4-54610 -	REPAIRS & MAINT	261.49	4,592.55
F3638342	F	-36-3-8340-2-52201 -	METERS	34,747.98	80,252.02
F3638354	F	-36-3-8341-4-54180 -	OTHER SUPPLIES	285.13	69,515.74
F3638354	F	-36-3-8341-4-54510 -	REPAIRS & MAINT	1,017.93	8,982.07
F3638354	F	-36-3-8341-4-54520 -	GAS & OIL	437.62	19,048.65
F3739068	F	-37-3-9060-8-58011 -	VISION INSURANC	547.46	4,754.82
G3638114	G	-36-3-8110-4-54180 -	OTHER SUPPLIES	1,200.00	19,409.00
G3638124	G	-36-3-8120-4-54180 -	OTHER SUPPLIES	82.45	5,917.55
G3638124	G	-36-3-8120-4-54510 -	REPAIRS & MAINT	5.38	14,994.62
G3638124	G	-36-3-8120-4-54610 -	REPAIRS & MAINT	48.41	1,451.59
G3739068	G	-37-3-9060-8-58011 -	VISION INSURANC	260.38	2,427.90
H3031492	H	-30-3-1490-2-52000 -1141	CAPITAL PROJECT	1,332.00	949,104.00
H3141622	H	-31-4-1620-2-52000 -1230	SECURITY PROJEC	12,000.00	7,800.00
H3143122	H	-31-4-3120-2-52000 -1244	CAPITAL PROJECT	61,184.01	.00
Y3616234	Y	-36-1-6230-4-54720 -9997	SHELTER PLUS CA	10,207.00	-35,509.00
Y3618684	Y	-36-1-8686-4-54110 -433	OFFICE SUPPLIES	58.20	-257.37

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YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT							LINE DESC			
EFF DATE	JNL	DESC	REF 1	REF 2	REF 3					
2017 3 12										
API A3011214-54740							SERVICE CONTRACTS - EQUIPMENT		193.29	
03/07/2017 W 17MAR1			007292		155059		TOBS6PA			
API E3577164-54610							REPAIRS & MAINTENANCE BUILDING		240.00	
03/07/2017 W 17MAR1			002457		154913		2/19/17			
API A3335014-54510							REPAIRS & MAINTENANCE VEHICLE		702.50	
03/07/2017 W 17MAR1			002785		154914		S1100			
API A3143124-54510							REPAIRS & MAINTENANCE VEHICLE		705.72	
03/07/2017 W 17MAR1			002785		154915		CAR4206			
API E3579787-57029							NON OPERATING INETERST EXPENSE	Y	163.10	
03/07/2017 W 17MAR1			000024		154916		INTEREST PMT			
API A3143022-52230							HARDWARE		35,968.00	
03/07/2017 W 17MAR1			007276	171133	154917		3851			
POL A3143022-52230							HARDWARE			35,968.00
03/07/2017 LIQ/INV			007276	171133	154917		3851	4 2017		
API A3011654-54330							REPAIRS & MAINTENANCE EQUIPMEN		112.25	
03/07/2017 W 17MAR1			000057		154918		SARATOGA			
API A3638184-54380							STATION BAGS		3,330.00	
03/07/2017 W 17MAR1			000798	171168	154919		2/20/17			
POL A3638184-54380							STATION BAGS			3,330.00
03/07/2017 LIQ/INV			000798	171168	154919		2/20/17	4 2017		
API E3577164-54720							SERVICE CONTRACTS - PROF SERV		66.00	
03/07/2017 W 17MAR1			005044		154920		730451			
API E3577164-54202							CLIENT EXPENSES		185.50	
03/07/2017 W 17MAR1			005044		154920		730451			
API E3577164-54140							JANITORIAL SUPPLIES		15.96	
03/07/2017 W 17MAR1			000031		154921		662			
API A3335184-54750							STREET LIGHTING		54.98	
03/07/2017 W 17MAR1			000031		154922		271			
API A3638564-54510							REPAIRS & MAINTENANCE VEHICLE		75.45	
03/07/2017 W 17MAR1			000031		154923		271			
API F3638354-54180							OTHER SUPPLIES		94.23	
03/07/2017 W 17MAR1			000031		154924		1701-287066			
API A3031654-54180							OTHER SUPPLIES		185.16	
03/07/2017 W 17MAR1			000031		154925		271			
API A3567174-54610-3000							REPAIRS & MAINTENANCE BUILDING		111.93	
03/07/2017 W 17MAR1			000031		154926		271			
API A3567194-54610-3000							REPAIRS & MAINTENANCE BUILDING		36.57	
03/07/2017 W 17MAR1			000031		154926		271			
API A3567194-54610-3000							REPAIRS & MAINTENANCE BUILDING		63.06	
03/07/2017 W 17MAR1			000031		154926		271			
API A3335014-54180							OTHER SUPPLIES		250.61	
03/07/2017 W 17MAR1			000031		154927		271			
API A3031624-54610							REPAIRS & MAINTENANCE BUILDING		11.18	
03/07/2017 W 17MAR1			000031		154928		271			
API A3031624-54610							REPAIRS & MAINTENANCE BUILDING		40.38	
03/07/2017 W 17MAR1			000031		154928		271			
API A3031654-54210							GARAGE SUPPLIES		37.06	

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		03/07/2017 W	17MAR1	000031		154928	271			
API	A3031654-54210						GARAGE SUPPLIES		89.96	
		03/07/2017 W	17MAR1	000031		154928	271			
API	A3031654-54210						GARAGE SUPPLIES		1.99	
		03/07/2017 W	17MAR1	000031		154928	271			
API	A3335014-54180						OTHER SUPPLIES		56.03	
		03/07/2017 W	17MAR1	000031		154928	271			
API	A3335014-54180						OTHER SUPPLIES		33.54	
		03/07/2017 W	17MAR1	000031		154928	271			
API	A3031654-54180						OTHER SUPPLIES		215.49	
		03/07/2017 W	17MAR1	000031		154929	271			
API	A3031654-54180						OTHER SUPPLIES		13.44	
		03/07/2017 W	17MAR1	000031		154929	271			
API	A3031654-54180						OTHER SUPPLIES		7.96	
		03/07/2017 W	17MAR1	000031		154929	271			
API	A3335014-54180						OTHER SUPPLIES		43.43	
		03/07/2017 W	17MAR1	000031		154929	271			
API	A3537114-54180						OTHER SUPPLIES		296.47	
		03/07/2017 W	17MAR1	000031		154930	271			
API	F3638334-54330						REPAIRS & MAINTENANCE EQUIPMEN		252.80	
		03/07/2017 W	17MAR1	000031		154931	1702-020012			
API	F3638354-54510						REPAIRS & MAINTENANCE VEHICLE		254.94	
		03/07/2017 W	17MAR1	000031		154931	1702-020012			
API	A3031654-54180						OTHER SUPPLIES		517.92	
		03/07/2017 W	17MAR1	000031		154932	271			
API	A3031624-54610						REPAIRS & MAINTENANCE BUILDING		5.20	
		03/07/2017 W	17MAR1	000031		154933	271			
API	A3031624-54610						REPAIRS & MAINTENANCE BUILDING		12.08	
		03/07/2017 W	17MAR1	000031		154933	271			
API	A3031624-54610						REPAIRS & MAINTENANCE BUILDING		24.86	
		03/07/2017 W	17MAR1	000031		154933	271			
API	A3031644-54612						REPAIRS & MAINTENANCE		875.00	
		03/07/2017 W	17MAR1	000031		154933	271			
API	A3335014-54180						OTHER SUPPLIES		18.89	
		03/07/2017 W	17MAR1	000031		154933	271			
API	A3638184-54180						OTHER SUPPLIES		36.25	
		03/07/2017 W	17MAR1	000031		154933	271			
API	A3335014-54400						SALT & SAND		28,211.71	
		03/07/2017 W	17MAR1	002013	171012	154935	FC729			
POL	A3335014-54400						SALT & SAND	4		28,211.71
		03/07/2017 LIQ/INV		002013	171012	154935	FC729	2017		
API	A3021692-52230						HARDWARE		738.00	
		03/07/2017 W	17MAR1	000085		154936	549-351147			
API	A3143412-52610						FIREFIGHTERS EQUIPMENT		44.18	
		03/07/2017 W	17MAR1	000086		154937	12644			
API	E3577164-54201						BUSINESS EXPENSE/SALES		224.00	
		03/07/2017 W	17MAR1	007337		154938	REIMB			
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		1,143.68	
		03/07/2017 W	17MAR1	003152		154939	SARAT031			



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API	A3335014-54180	03/07/2017 W	17MAR1	006371		154940	OTHER SUPPLIES 1002442		73.50	
API	A3143014-54250	03/07/2017 W	17MAR1	000110		154941	CONFERENCE REGISTRATION D. WILLARD	Y	50.00	
API	A3143414-54150	03/07/2017 W	17MAR1	004542	171161	154942	EMS SUPPLIES 205698		407.45	
POL	A3143414-54150	03/07/2017 LIQ/INV		004542	171161	154942	EMS SUPPLIES 205698	4 2017		407.45
API	A3031624-54610	03/07/2017 W	17MAR1	007426		154943	REPAIRS & MAINTENANCE BUILDING 3302		822.42	
API	A3567174-54610-3000	03/07/2017 W	17MAR1	007426		154943	REPAIRS & MAINTENANCE BUILDING 3302		460.78	
API	A3567194-54610-3000	03/07/2017 W	17MAR1	007426		154943	REPAIRS & MAINTENANCE BUILDING 3302		301.00	
API	A3031644-54612	03/07/2017 W	17MAR1	007426	161106	154944	REPAIRS & MAINTENANCE 1/24/17		3,644.85	
POL	A3031644-54612	03/07/2017 LIQ/INV		007426	161106	154944	REPAIRS & MAINTENANCE 1/24/17	4 2016		3,644.85
API	F3638324-54650	03/07/2017 W	17MAR1	002121		154945	UTILITIES 1016537		65.00	
API	G3638124-54180	03/07/2017 W	17MAR1	000139		154946	OTHER SUPPLIES 3691		66.05	
API	E3577164-54201	03/07/2017 W	17MAR1	006649		154947	BUSINESS EXPENSE/SALES 2/24/17		360.00	
API	A3031654-54610	03/07/2017 W	17MAR1	000417		154948	REPAIRS & MAINTENANCE BUILDING 28-71878 6		76.50	
API	E3577164-54720	03/07/2017 W	17MAR1	000417		154949	SERVICE CONTRACTS - PROF SERV 28-25070 4		511.88	
API	A3638184-54521	03/07/2017 W	17MAR1	000417	171007	154950	TIPPING FEES 28-34321 0		2,340.50	
API	A3638184-54700	03/07/2017 W	17MAR1	000417	171007	154950	TRANSPORTATION 28-34321 0		372.00	
POL	A3638184-54521	03/07/2017 LIQ/INV		000417	171007	154950	TIPPING FEES 28-34321 0	4 2017		2,340.50
POL	A3638184-54700	03/07/2017 LIQ/INV		000417	171007	154950	TRANSPORTATION 28-34321 0	4 2017		372.00
API	E3577168-58010	03/07/2017 W	17MAR1	005598		154951	HOSPITALIZATION 10013542		17,245.18	
API	A3021692-52230	03/07/2017 W	17MAR1	002948		154952	HARDWARE 6731216		557.78	
API	A3143414-54771	03/07/2017 W	17MAR1	000136		154953	SERVICE CONTRACTS INS RECOVERY JAN 2017		128.70	
API	A3929999-59901	03/07/2017 W	17MAR1	000138		154954	TRANSFERS TO OTHER FUNDS INSTALLMENT		33,492.65	
API	A3537114-54610	03/07/2017 W	17MAR1	002085		154955	REPAIRS & MAINTENANCE BUILDING CITYSARA		286.20	
API	A3143314-54720	03/07/2017 W	17MAR1	000152	150866	154956	SERVICE CONTRACTS - PROF SERV BID 2015-40		7,560.00	
POL	A3143314-54720						SERVICE CONTRACTS - PROF SERV	4		7,560.00



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API	E3577164-54792	03/07/2017	LIQ/INV	000152	150866	154956	BID 2015-40	2015		
API	A3011474-54110	03/07/2017	W 17MAR1	003203		154957	MISCELLANEOUS		15.96	
API	A3638562-52300	03/07/2017	W 17MAR1	003203		154959	76010074		41.40	
API	A3031444-54110	03/07/2017	W 17MAR1	004623		154961	OFFICE SUPPLIES		1,442.00	
API	A3567324-54781	03/07/2017	W 17MAR1	004638		154962	51284314		319.60	
API	A3335124-54960	03/07/2017	W 17MAR1	007464		154963	MISCELLANEOUS EQUIPMENT		40.00	
API	A3335184-54750	03/07/2017	W 17MAR1	000301		154964	2/1/17		144.00	
API	F3638354-54180	03/07/2017	W 17MAR1	002858		154965	OFFICE SUPPLIES		98.72	
API	A3567324-54781	03/07/2017	W 17MAR1	002858		154965	579		22.00	
API	A3567324-54781	03/07/2017	W 17MAR1	006945		154966	SUPERVISION		105.00	
API	A3567324-54781	03/07/2017	W 17MAR1	006945		154967	1/14/17		70.00	
API	A3567324-54781	03/07/2017	W 17MAR1	006945		154967	SUPERVISION		70.00	
API	A3567324-54781	03/07/2017	W 17MAR1	006945		154967	2/7,9,11/17		35.00	
API	A3567324-54781	03/07/2017	W 17MAR1	006945		154967	SUPERVISION		35.00	
API	A3143124-54850	03/07/2017	W 17MAR1	002196		154968	2/7,9,11/17		96.36	
API	A3143124-54160	03/07/2017	W 17MAR1	003196		154969	SUPERVISION		99.99	
API	A3143124-54180	03/07/2017	W 17MAR1	005903		154970	MEALS PRISONERS		507.75	
API	E3577164-54140	03/07/2017	W 17MAR1	000645		154971	JAN 2017		516.47	
API	A3335184-54750	03/07/2017	W 17MAR1	002843		154972	UNIFORMS		14.62	
API	F3638354-54180	03/07/2017	W 17MAR1	005084		154973	CLOTHING REIMB		168.90	
API	A3143412-52601	03/07/2017	W 17MAR1	007222	161076	154974	OTHER SUPPLIES		852.64	
POL	A3143412-52601	03/07/2017	LIQ/INV	007222	161076	154974	115440B			
API	G3638114-54180	03/07/2017	W 17MAR1	007279	160661	154975	JANITORIAL SUPPLIES		609.00	
API	G3638114-54180	03/07/2017	W 17MAR1	007279	160661	154975	496000		591.00	
POL	G3638114-54180	03/07/2017	LIQ/INV	007279	160661	154975	STREET LIGHTING			
							NYSAR0160			
							OTHER SUPPLIES			
							0741144			
							FIRE EQUIPMENT			
							580260-001			
							FIRE EQUIPMENT	4		852.64
							580260-001	2016		
							OTHER SUPPLIES			
							5528			
							OTHER SUPPLIES			
							5528			
							OTHER SUPPLIES	4		609.00
							5528	2016		

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API	A3638564-54650	03/07/2017 W	17MAR1	002421		154976	UTILITIES 1003133		114.08	
API	A3051414-54490	03/07/2017 W	17MAR1	000376		154977	GENERAL ADVERTISING 90122		44.40	
API	A3051414-54490	03/07/2017 W	17MAR1	000376		154978	GENERAL ADVERTISING 90122		171.60	
API	A3143124-54510	03/07/2017 W	17MAR1	007119		154979	REPAIRS & MAINTENANCE VEHICLE 2/21/17		750.95	
API	A063-42411	03/07/2017 W	17MAR1	007526		154980	RENTAL CASINO,CITY HALL, DRINK CASINO REFUND		500.00	
API	F3638334-54330	03/07/2017 W	17MAR1	000189		154981	REPAIRS & MAINTENANCE EQUIPMEN 800013294		54.72	
API	F3638334-54610	03/07/2017 W	17MAR1	000189		154982	REPAIRS & MAINTENANCE BUILDING 800013294		166.83	
API	A3143312-52802	03/07/2017 W	17MAR1	000189		154983	TOOLS & EQUIPMENT 845177179		294.69	
API	A3031654-54140	03/07/2017 W	17MAR1	000189		154984	JANITORIAL SUPPLIES 800013294		62.01	
API	A3567174-54610-3000	03/07/2017 W	17MAR1	000189		154984	REPAIRS & MAINTENANCE BUILDING 800013294		239.76	
API	E3577164-54140	03/07/2017 W	17MAR1	000189	171169	154985	JANITORIAL SUPPLIES 812909570		435.62	
POL	E3577164-54140	03/07/2017 LIQ/INV		000189	171169	154985	JANITORIAL SUPPLIES 812909570	4 2017		435.62
API	F3638354-54510	03/07/2017 W	17MAR1	000189		154986	REPAIRS & MAINTENANCE VEHICLE 800013294		753.30	
API	A3567324-54781	03/07/2017 W	17MAR1	007466		154987	SUPERVISION 1/12,26,2/8,9/17		160.00	
API	F3638342-52201	03/07/2017 W	17MAR1	006831	171135	154988	METERS 205549		34,747.98	
POL	F3638342-52201	03/07/2017 LIQ/INV		006831	171135	154988	METERS 205549	4 2017		35,729.16
API	A3335014-54510	03/07/2017 W	17MAR1	000186		154989	REPAIRS & MAINTENANCE VEHICLE T564134		1,044.54	
API	A3567334-54781	03/07/2017 W	17MAR1	007455		154990	SUPERVISION 2/11/17		105.00	
API	A3143414-54150	03/07/2017 W	17MAR1	006100	171160	154991	EMS SUPPLIES 2534048		920.33	
POL	A3143414-54150	03/07/2017 LIQ/INV		006100	171160	154991	EMS SUPPLIES 2534048	4 2017		920.33
API	A3031634-54610	03/07/2017 W	17MAR1	000205		154992	REPAIRS & MAINTENANCE BUILDING 90-00047 2		90.00	
API	A3031654-54180	03/07/2017 W	17MAR1	000205		154992	OTHER SUPPLIES 90-00047 2		242.80	
API	A3031624-54610	03/07/2017 W	17MAR1	002439		154993	REPAIRS & MAINTENANCE BUILDING 6035322504016258		102.67	
API	A3031634-54610	03/07/2017 W	17MAR1	002439		154994	REPAIRS & MAINTENANCE BUILDING 6035322504016258		447.70	
API	A3031654-54610						REPAIRS & MAINTENANCE BUILDING		226.63	

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		03/07/2017 W	17MAR1	002439		154995	6035322504016258			
API	A3031654-54610	03/07/2017 W	17MAR1	002439		154995	REPAIRS & MAINTENANCE BUILDING		365.83	
API	A3335014-54180	03/07/2017 W	17MAR1	002439		154995	6035322504016258			
		03/07/2017 W	17MAR1	002439		154995	OTHER SUPPLIES		127.87	
API	A3567174-54610-3000	03/07/2017 W	17MAR1	002439		154995	6035322504016258			
		03/07/2017 W	17MAR1	002439		154996	REPAIRS & MAINTENANCE BUILDING		162.61	
API	A3567184-54610-3000	03/07/2017 W	17MAR1	002439		154996	6035322504016258			
		03/07/2017 W	17MAR1	002439		154996	REPAIRS & MAINTENANCE BUILDING		436.68	
API	A3567194-54610-3000	03/07/2017 W	17MAR1	002439		154996	6035322504016258			
		03/07/2017 W	17MAR1	002439		154996	REPAIRS & MAINTENANCE BUILDING		86.50	
API	A3567194-54610-3000	03/07/2017 W	17MAR1	002439		154996	6035322504016258			
		03/07/2017 W	17MAR1	002439		154996	REPAIRS & MAINTENANCE BUILDING		64.25	
API	A3567194-54610-3000	03/07/2017 W	17MAR1	002439		154996	6035322504016258			
		03/07/2017 W	17MAR1	002439		154996	REPAIRS & MAINTENANCE BUILDING		28.66	
API	A3567194-54610-3000	03/07/2017 W	17MAR1	002439		154996	6035322504016258			
		03/07/2017 W	17MAR1	002439		154996	REPAIRS & MAINTENANCE BUILDING		56.18	
API	A3031654-54610	03/07/2017 W	17MAR1	002439		154997	6035322504016258			
		03/07/2017 W	17MAR1	002439		154997	REPAIRS & MAINTENANCE BUILDING		223.57	
API	A3537114-54610	03/07/2017 W	17MAR1	002439		154997	6035322504016258			
		03/07/2017 W	17MAR1	002439		154997	REPAIRS & MAINTENANCE BUILDING		352.33	
API	A3537114-54610	03/07/2017 W	17MAR1	002439		154997	6035322504016258			
		03/07/2017 W	17MAR1	002439		154997	REPAIRS & MAINTENANCE BUILDING		317.99	
API	G3638124-54610	03/07/2017 W	17MAR1	002439		154997	6035322504016258			
		03/07/2017 W	17MAR1	002439		154997	REPAIRS & MAINTENANCE BUILDING		48.41	
API	A3143124-54610	03/07/2017 W	17MAR1	001686		154998	6035322504016258			
		03/07/2017 W	17MAR1	001686		154998	REPAIRS & MAINTENANCE BUILDING		120.00	
API	A3567174-54610-3000	03/07/2017 W	17MAR1	006045		154999	2/3/17			
		03/07/2017 W	17MAR1	006045		154999	REPAIRS & MAINTENANCE BUILDING		558.00	
API	A3567324-54781	03/07/2017 W	17MAR1	004241		155000	87369			
		03/07/2017 W	17MAR1	004241		155000	SUPERVISION		70.00	
API	A3567324-54781	03/07/2017 W	17MAR1	004241		155001	2/7/17			
		03/07/2017 W	17MAR1	004241		155001	SUPERVISION		105.00	
API	A3143122-52620	03/07/2017 W	17MAR1	007024	171134	155002	2/11/17			
		03/07/2017 LIQ/INV		007024	171134	155002	POLICE EQUIPMENT		25,566.72	
POL	A3143122-52620	03/07/2017 LIQ/INV		007024	171134	155002	VEHICLE EQUIPMENT			
		03/07/2017 LIQ/INV		007024	171134	155002	POLICE EQUIPMENT	4		25,566.72
API	A3041934-54775	03/07/2017 W	17MAR1	006821	171038	155003	VEHICLE EQUIPMENT	2017		
		03/07/2017 W	17MAR1	006821	171038	155003	SELF INSURANCE		4,000.00	
POL	A3041934-54775	03/07/2017 LIQ/INV		006821	171038	155003	SARATOGA			
		03/07/2017 LIQ/INV		006821	171038	155003	SELF INSURANCE	4		4,000.00
API	A3567194-54510-3000	03/07/2017 W	17MAR1	000271		155004	SARATOGA	2017		
		03/07/2017 W	17MAR1	000271		155004	REPAIRS & MAINTENANCE VEHICLE		100.00	
API	A3143124-54720	03/07/2017 W	17MAR1	000271	160208	155005	2/15/17			
		03/07/2017 W	17MAR1	000271	160208	155005	SERVICE CONTRACTS - PROF SERV		1,425.00	
POL	A3143124-54720	03/07/2017 LIQ/INV		000271	160208	155005	VEHICLE LEASE			
		03/07/2017 LIQ/INV		000271	160208	155005	SERVICE CONTRACTS - PROF SERV	4		1,425.00
API	A3143414-54520	03/07/2017 W	17MAR1	006965		155006	VEHICLE LEASE	2016		
		03/07/2017 W	17MAR1	006965		155006	GAS & OIL		641.83	
		03/07/2017 W	17MAR1	006965		155006	828642			

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API	A3335014-54520	03/07/2017 W	17MAR1	006965		155006	GAS & OIL 828642		990.18	
API	A3567144-54520-3000	03/07/2017 W	17MAR1	006965		155006	GAS & OIL 828642		47.00	
API	A3638564-54520	03/07/2017 W	17MAR1	006965		155006	GAS & OIL 828642		605.96	
API	A3638564-54520	03/07/2017 W	17MAR1	006965		155006	GAS & OIL 828642		2,627.28	
API	F3638354-54520	03/07/2017 W	17MAR1	006965		155006	GAS & OIL 828642		437.62	
API	A3567194-54170	03/07/2017 W	17MAR1	006622		155008	SPORTS SUPPLIES 2/16/17		509.56	
API	A3567324-54781	03/07/2017 W	17MAR1	006487		155009	SUPERVISION 2/8,9,11/17		70.00	
API	A3567324-54781	03/07/2017 W	17MAR1	006487		155009	SUPERVISION 2/8,9,11/17		70.00	
API	A3567324-54781	03/07/2017 W	17MAR1	006487		155009	SUPERVISION 2/8,9,11/17		70.00	
API	A3567334-54781	03/07/2017 W	17MAR1	006487		155009	SUPERVISION 2/8,9,11/17		35.00	
API	A3011474-54740	03/07/2017 W	17MAR1	006512		155010	SERVICE CONTRACTS - EQUIPMENT CS06		72.00	
API	A3143124-54510	03/07/2017 W	17MAR1	006731		155011	REPAIRS & MAINTENANCE VEHICLE 45390,45453		957.27	
API	A3143124-54510	03/07/2017 W	17MAR1	001152		155012	REPAIRS & MAINTENANCE VEHICLE 5841800		93.99	
API	A3143314-54961	03/07/2017 W	17MAR1	000309		155013	SIGNS & POSTS SAR050		77.40	
API	A3143124-54510	03/07/2017 W	17MAR1	005827		155014	REPAIRS & MAINTENANCE VEHICLE 19164		61.84	
API	E3577164-54201	03/07/2017 W	17MAR1	007535		155015	BUSINESS EXPENSE/SALES RYAN MCMAHON		2,540.36	
API	A3143414-54610	03/07/2017 W	17MAR1	000326		155016	REPAIRS & MAINTENANCE BUILDING 2/7/17		732.00	
API	A3143124-54720	03/07/2017 W	17MAR1	000019	171167	155017	SERVICE CONTRACTS - PROF SERV 2106771		75.00	
API	A3143414-54720	03/07/2017 W	17MAR1	000019	171167	155017	SERVICE CONTRACTS - PROF SERV 2106771		120.00	
POL	A3143124-54720	03/07/2017 LIQ/INV		000019	171167	155017	SERVICE CONTRACTS - PROF SERV 4 2106771 2017			75.00
POL	A3143414-54720	03/07/2017 LIQ/INV		000019	171167	155017	SERVICE CONTRACTS - PROF SERV 4 2106771 2017			120.00
API	E3577164-54610	03/07/2017 W	17MAR1	000321		155018	REPAIRS & MAINTENANCE BUILDING 2/10/17		618.00	
API	A3335014-54100	03/07/2017 W	17MAR1	000327		155019	RUBBLE BLACKTOP STONE OIL 19018		266.80	
API	A3335014-54100	03/07/2017 W	17MAR1	000327		155020	RUBBLE BLACKTOP STONE OIL 19018		777.96	
API	A3143124-54160						UNIFORMS		224.87	

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API	A3335014-54510	03/07/2017 W	17MAR1	003333		155021	CLOTHING REIMB			
API	A3143414-54110	03/07/2017 W	17MAR1	000125		155022	REPAIRS & MAINTENANCE VEHICLE CITYSA0		115.82	
API	A3143124-54740	03/07/2017 W	17MAR1	000223		155023	OFFICE SUPPLIES 4659857		8.86	
API	H3141622-52000-1230	03/07/2017 W	17MAR1	000223		155024	SERVICE CONTRACTS - EQUIPMENT 4659857		210.76	
POL	H3141622-52000-1230	03/07/2017 W	17MAR1	001259	160890	155025	SECURITY PROJECT CITY HALL DOOR REPLACEMENTS		12,000.00	
API	E3577164-54140	03/07/2017 W	17MAR1	001259	160890	155025	SECURITY PROJECT CITY HALL DOOR REPLACEMENTS	4 2016		19,800.00
API	A3143124-54720	03/07/2017 W	17MAR1	000409		155026	JANITORIAL SUPPLIES 2/2/17		57.00	
POL	A3143124-54720	03/07/2017 W	17MAR1	004719	171143	155028	SERVICE CONTRACTS - PROF SERV POLYGRAPHS		2,000.00	
API	A3031624-54180	03/07/2017 W	17MAR1	004719	171143	155028	SERVICE CONTRACTS - PROF SERV POLYGRAPHS	4 2017		2,000.00
API	A3031654-54210	03/07/2017 W	17MAR1	006851		155029	OTHER SUPPLIES 4305		12.90	
API	A3031654-54210	03/07/2017 W	17MAR1	006851		155029	GARAGE SUPPLIES 4305		36.99	
API	A3567144-54510-3000	03/07/2017 W	17MAR1	006851		155029	GARAGE SUPPLIES 4305		149.99	
API	A3567194-54510-3000	03/07/2017 W	17MAR1	006851		155029	REPAIRS & MAINTENANCE VEHICLE 4305		13.12	
API	A3567194-54510-3000	03/07/2017 W	17MAR1	006851		155029	REPAIRS & MAINTENANCE VEHICLE 4305		31.61	
API	F3638354-54510	03/07/2017 W	17MAR1	006851		155029	REPAIRS & MAINTENANCE VEHICLE 4305		44.56	
API	G3638124-54510	03/07/2017 W	17MAR1	006851		155029	REPAIRS & MAINTENANCE VEHICLE 4305		9.69	
API	A3335014-54510	03/07/2017 W	17MAR1	006851		155030	REPAIRS & MAINTENANCE VEHICLE 4305		5.38	
API	A3335014-54510	03/07/2017 W	17MAR1	006851		155030	REPAIRS & MAINTENANCE VEHICLE 4305		10.78	
API	A3335014-54510	03/07/2017 W	17MAR1	006851		155030	REPAIRS & MAINTENANCE VEHICLE 4305		87.00	
API	A3335014-54510	03/07/2017 W	17MAR1	006851		155030	REPAIRS & MAINTENANCE VEHICLE 4305		11.85	
API	A3335124-54510	03/07/2017 W	17MAR1	006851		155031	REPAIRS & MAINTENANCE VEHICLE 4305		199.62	
API	A3335124-54510	03/07/2017 W	17MAR1	006851		155031	REPAIRS & MAINTENANCE VEHICLE 4305		544.64	
API	A3335014-54510	03/07/2017 W	17MAR1	006851		155031	REPAIRS & MAINTENANCE VEHICLE 4305		14.32	
API	A3143014-54110	03/07/2017 W	17MAR1	000364		155032	REPAIRS & MAINTENANCE VEHICLE 4305		1,281.70	
		03/07/2017 W	17MAR1			155033	OFFICE SUPPLIES L. WATKINS		10.00	

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API	A3113624-54110	03/07/2017 W	17MAR1	000366		155034	OFFICE SUPPLIES 2017 TAX MAP		74.00	
API	A3031444-54180	03/07/2017 W	17MAR1	000366		155034	OTHER SUPPLIES 2017 TAX MAP		73.00	
API	A3618684-54440	03/07/2017 W	17MAR1	000366		155034	BOOKS PUBLICATIONS & SUBSCRIPT 2017 TAX MAP		73.00	
API	Y3616234-54720-9997	03/07/2017 W	17MAR1	003262		155035	SHELTER PLUS CARE - PROF SERV MARCH 2017	Y	5,748.00	
API	A3335014-54180	03/07/2017 W	17MAR1	000369		155036	OTHER SUPPLIES DPW		352.39	
API	F3638334-54330	03/07/2017 W	17MAR1	000371		155037	REPAIRS & MAINTENANCE EQUIPMEN 4345		11.42	
API	E3577164-54140	03/07/2017 W	17MAR1	000371		155038	JANITORIAL SUPPLIES 413		18.36	
API	A3537114-54180	03/07/2017 W	17MAR1	000371		155039	OTHER SUPPLIES 4345		81.93	
API	F3638334-54610	03/07/2017 W	17MAR1	000371		155040	REPAIRS & MAINTENANCE BUILDING 1702-113853		94.66	
API	Y3616234-54720-9997	03/07/2017 W	17MAR1	003052		155041	SHELTER PLUS CARE - PROF SERV MARCH 2017	Y	4,459.00	
API	A3051414-54490	03/07/2017 W	17MAR1	000374		155042	GENERAL ADVERTISING 19397		43.48	
API	A3051414-54490	03/07/2017 W	17MAR1	000374		155043	GENERAL ADVERTISING 19397		202.22	
API	A3143124-54720	03/07/2017 W	17MAR1	006825		155044	SERVICE CONTRACTS - PROF SERV 10798		1,965.00	
API	A3416774-54110	03/07/2017 W	17MAR1	000377		155045	OFFICE SUPPLIES OFFICE SUPPLIES		1,000.00	
API	A3567334-54781	03/07/2017 W	17MAR1	002575		155046	SUPERVISION 1/23,2/6-9/17		40.00	
API	A3567324-54781	03/07/2017 W	17MAR1	002575		155046	SUPERVISION 1/23,2/6-9/17		140.00	
API	A3051414-54110	03/07/2017 W	17MAR1	005277	171000	155047	OFFICE SUPPLIES ADOBE PRO		370.30	
POL	A3051414-54110	03/07/2017 LIQ/INV		005277	171000	155047	OFFICE SUPPLIES ADOBE PRO	4 2017		370.30
API	A3567142-52300-3000	03/07/2017 W	17MAR1	007309		155048	MISCELLANEOUS EQUIPMENT 79075924		863.57	
API	A3567144-54180-3000	03/07/2017 W	17MAR1	007309		155048	OTHER SUPPLIES 79075924		306.00	
API	A3567334-54781	03/07/2017 W	17MAR1	007470		155049	SUPERVISION 2/6-11/17		70.00	
API	A3567324-54781	03/07/2017 W	17MAR1	007470		155049	SUPERVISION 2/6-11/17		245.00	
API	E3577164-54720	03/07/2017 W	17MAR1	001336		155050	SERVICE CONTRACTS - PROF SERV 87743		440.00	
API	A3567144-54610-3000	03/07/2017 W	17MAR1	000407		155051	REPAIRS & MAINTENANCE BUILDING 2/22/17		199.69	
API	A3567334-54781						SUPERVISION		40.00	

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		03/07/2017 W	17MAR1	007504		155052	1/30,2/6/17 SUPERVISION		20.00	
API	A3567324-54781	03/07/2017 W	17MAR1	007504		155052	1/30,2/6/17 CHEMICALS		1,232.00	
API	F3638334-54141	03/07/2017 W	17MAR1	000393	160663	155053	217307 CHEMICALS	4		1,232.00
POL	F3638334-54141	03/07/2017 LIQ/INV		000393	160663	155053	217307 REPAIRS & MAINTENANCE VEHICLE	2016	609.59	
API	A3335014-54510	03/07/2017 W	17MAR1	000420		155054	2/13/17 REPAIRS & MAINTENANCE VEHICLE		609.59	
API	A3335124-54510	03/07/2017 W	17MAR1	000420		155054	2/13/17 MISCELLANEOUS EQUIPMENT		5,465.00	
API	A3335012-52300	03/07/2017 W	17MAR1	000420	171040	155055	2/6/17 MISCELLANEOUS EQUIPMENT	4		5,465.00
POL	A3335012-52300	03/07/2017 LIQ/INV		000420	171040	155055	2/6/17 OTHER SUPPLIES	2017	62.13	
API	A3638184-54180	03/07/2017 W	17MAR1	000424		155056	02631 SERVICE CONTRACTS - PROF SERV		500.00	
API	A3567194-54720	03/07/2017 W	17MAR1	005997		155057	202-904547801-001 UNIFORMS		24.99	
API	A3143324-54160	03/07/2017 W	17MAR1	007498		155058	CLOTHING REIMB SERVICE CONTRACTS - PROF SERV		297.50	
API	A3051354-54720	03/07/2017 W	17MAR1	005846	160210	155060	28642,28643 SERVICE CONTRACTS - PROF SERV	4		297.50
POL	A3051354-54720	03/07/2017 LIQ/INV		005846	160210	155060	28642,28643 CAPITAL PROJECT OUTLAY	2016	61,184.01	
API	H3143122-52000-1244	03/07/2017 W	17MAR1	007291	160232	155061	NY060 CAPITAL PROJECT OUTLAY	4		61,184.01
POL	H3143122-52000-1244	03/07/2017 LIQ/INV		007291	160232	155061	NY060 SERVICE CONTRACTS - PROF SERV	2016	456.25	
API	E3577164-54720	03/07/2017 W	17MAR1	007272	171023	155062	36656 SERVICE CONTRACTS - PROF SERV	4		456.25
POL	E3577164-54720	03/07/2017 LIQ/INV		007272	171023	155062	36656 SERVICE CONTRACTS - PROF SERV	2017	56.80	
API	A3143124-54720	03/07/2017 W	17MAR1	003256		155063	1290931 UNIFORMS		34.52	
API	A3031654-54160	03/07/2017 W	17MAR1	003256		155064	1269237 UNIFORMS		34.52	
API	A3031654-54160	03/07/2017 W	17MAR1	003256		155064	1269237 GARAGE SUPPLIES		14.40	
API	A3031654-54210	03/07/2017 W	17MAR1	003256		155064	1269237 GARAGE SUPPLIES		12.00	
API	A3031654-54210	03/07/2017 W	17MAR1	003256		155064	1269237 REPAIRS & MAINTENANCE BUILDING		12.25	
API	A3031654-54610	03/07/2017 W	17MAR1	003256		155064	1269237 UNIFORMS		34.52	
API	A3031654-54160	03/07/2017 W	17MAR1	003256		155065	1269237 UNIFORMS		34.52	
API	A3031654-54160	03/07/2017 W	17MAR1	003256		155065	1269237			



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EFF DATE							LINE DESC			
API A3031654-54210							GARAGE SUPPLIES		14.40	
03/07/2017 W	17MAR1	003256				155065	1269237			
API A3031654-54210							GARAGE SUPPLIES		14.40	
03/07/2017 W	17MAR1	003256				155065	1269237			
API A3031654-54610							REPAIRS & MAINTENANCE BUILDING		12.25	
03/07/2017 W	17MAR1	003256				155065	1269237			
API A3031654-54160							UNIFORMS		34.52	
03/07/2017 W	17MAR1	003256				155066	1269237			
API A3031654-54160							UNIFORMS		34.52	
03/07/2017 W	17MAR1	003256				155066	1269237			
API A3031654-54610							REPAIRS & MAINTENANCE BUILDING		12.25	
03/07/2017 W	17MAR1	003256				155066	1269237			
API A3031654-54610							REPAIRS & MAINTENANCE BUILDING		12.25	
03/07/2017 W	17MAR1	003256				155066	1269237			
API A3031654-54210							GARAGE SUPPLIES		12.00	
03/07/2017 W	17MAR1	003256				155066	1269237			
API A3031654-54210							GARAGE SUPPLIES		14.40	
03/07/2017 W	17MAR1	003256				155066	1269237			
API A3143124-54720							SERVICE CONTRACTS - PROF SERV		137.95	
03/07/2017 W	17MAR1	003256				155067	1290931			
API A3031654-54160							UNIFORMS		34.52	
03/07/2017 W	17MAR1	003256				155068	1269237			
API A3031654-54160							UNIFORMS		34.52	
03/07/2017 W	17MAR1	003256				155068	1269237			
API A3031654-54210							GARAGE SUPPLIES		14.40	
03/07/2017 W	17MAR1	003256				155068	1269237			
API A3031654-54210							GARAGE SUPPLIES		14.40	
03/07/2017 W	17MAR1	003256				155068	1269237			
API A3031654-54210							GARAGE SUPPLIES		14.40	
03/07/2017 W	17MAR1	003256				155068	1269237			
API A3031654-54160							UNIFORMS		34.52	
03/07/2017 W	17MAR1	003256				155068	1269237			
API A3567174-54610-3000							REPAIRS & MAINTENANCE BUILDING		148.95	
03/07/2017 W	17MAR1	003256				155069	1269237			
API A3031624-54610							REPAIRS & MAINTENANCE BUILDING		60.80	
03/07/2017 W	17MAR1	003256				155070	1269237			
API A3031624-54610							REPAIRS & MAINTENANCE BUILDING		60.80	
03/07/2017 W	17MAR1	003256				155070	1269237			
API A3537114-54610							REPAIRS & MAINTENANCE BUILDING		50.98	
03/07/2017 W	17MAR1	003256				155070	1269237			
API A3031624-54610							REPAIRS & MAINTENANCE BUILDING		60.80	
03/07/2017 W	17MAR1	003256				155071	1269237			
API A3031624-54610							REPAIRS & MAINTENANCE BUILDING		60.80	
03/07/2017 W	17MAR1	003256				155071	1269237			
API A3537114-54610							REPAIRS & MAINTENANCE BUILDING		50.98	
03/07/2017 W	17MAR1	003256				155071	1269237			
API A3537114-54610							REPAIRS & MAINTENANCE BUILDING		50.98	
03/07/2017 W	17MAR1	003256				155071	1269237			
API A3567174-54610-3000							REPAIRS & MAINTENANCE BUILDING		29.79	



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API	A3567174-54610-3000	03/07/2017 W	17MAR1	003256		155071	1269237 REPAIRS & MAINTENANCE BUILDING		29.79	
API	A3567174-54610-3000	03/07/2017 W	17MAR1	003256		155071	1269237 REPAIRS & MAINTENANCE BUILDING		29.79	
API	A3021314-54120	03/07/2017 W	17MAR1	003256		155071	1269237 POSTAGE		225.00	
API	A3143414-54720	03/07/2017 W	17MAR1	000440		155072	PERMIT#00024 SERVICE CONTRACTS - PROF SERV		130.00	
API	A3051414-54573	03/07/2017 W	17MAR1	006775		155073	118006 RISK-SAFETY PROGRAMMING		17.94	
API	E3577164-54510	03/07/2017 W	17MAR1	001927		155074	1212 REPAIRS & MAINTENANCE VEHICLE		13.91	
API	E3577164-54421	03/07/2017 W	17MAR1	007528		155075	4121265990220290 LEGAL ADVERTISING		25.16	
API	E3577162-52200	03/07/2017 W	17MAR1	007528		155076	4121265990220290 OFFICE EQUIPMENT		73.99	
API	H3031492-52000-1141	03/07/2017 W	17MAR1	007528		155077	4121265990220290 CAPITAL PROJECT OUTLAY		1,332.00	
POL	H3031492-52000-1141	03/07/2017 LIQ/INV	17MAR1	007449	161097	155078	#2 CAPITAL PROJECT OUTLAY	4 2016		1,332.00
API	A3021692-52230	03/07/2017 W	17MAR1	000556	160990	155079	HARDWARE SOFTWARE		10,452.00	
POL	A3021692-52230	03/07/2017 LIQ/INV	17MAR1	000556	160990	155079	HARDWARE SOFTWARE	4 2016		10,452.00
API	A3011214-54110	03/07/2017 W	17MAR1	003346		155080	OFFICE SUPPLIES C1067550		14.38	
API	A3031444-54110	03/07/2017 W	17MAR1	003346		155081	OFFICE SUPPLIES C1067550		27.63	
API	A3031624-54110	03/07/2017 W	17MAR1	003346		155082	OFFICE SUPPLIES C1067550		17.99	
API	F3638334-54110	03/07/2017 W	17MAR1	003346		155082	OFFICE SUPPLIES C1067550		13.69	
API	A3021314-54110	03/07/2017 W	17MAR1	003346		155083	OFFICE SUPPLIES C1067550		315.53	
API	A3113624-54110	03/07/2017 W	17MAR1	003346		155084	OFFICE SUPPLIES C1067550		316.74	
API	A3031444-54110	03/07/2017 W	17MAR1	003346		155084	OFFICE SUPPLIES C1067550		58.20	
API	A3618684-54110	03/07/2017 W	17MAR1	003346		155084	OFFICE SUPPLIES C1067550		58.20	
API	Y3618684-54110-433	03/07/2017 W	17MAR1	003346		155084	OFFICE SUPPLIES C1067550	Y	58.20	
API	A3031494-54110	03/07/2017 W	17MAR1	003346		155085	OFFICE SUPPLIES C1067550		47.97	
API	A3031494-54110	03/07/2017 W	17MAR1	003346		155085	OFFICE SUPPLIES C1067550		290.96	
API	A3638184-54180	03/07/2017 W	17MAR1	003346		155085	OTHER SUPPLIES C1067550		26.94	

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YEAR PER JNL	SRC ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE							LINE DESC			
API F3638314-54110							OFFICE SUPPLIES		290.95	
03/07/2017 W	17MAR1	003346			155085		C1067550			
API A3031444-54250							CONFERENCE REGISTRATION		580.22	
03/07/2017 W	17MAR1	006659			155086		TRAVEL REIMB			
API A3143124-54740							SERVICE CONTRACTS - EQUIPMENT		60.30	
03/07/2017 W	17MAR1	007382	160524		155087		323252-1023244A2			
POL A3143124-54740							SERVICE CONTRACTS - EQUIPMENT 4			60.30
03/07/2017 LIQ/INV		007382	160524		155087		323252-1023244A2 2016			
API G3638124-54180							OTHER SUPPLIES		16.40	
03/07/2017 W	17MAR1	001973			155088		13696			
API A3143414-54610							REPAIRS & MAINTENANCE BUILDING		120.00	
03/07/2017 W	17MAR1	007426	171191		155090		PLUMBING SERVICES			
POL A3143414-54610							REPAIRS & MAINTENANCE BUILDING 4			120.00
03/07/2017 LIQ/INV		007426	171191		155090		PLUMBING SERVICES 2017			
API A3021694-54330							REPAIRS & MAINTENANCE EQUIPMEN		314.93	
03/07/2017 W	17MAR1	002948			155091		6731216			
API A3739068-58011							VISION INSURANCE		1,202.18	
03/07/2017 W	17MAR1	000003			155092		DPW #268			
API A3769068-58011-3000							VISION INSURANCE		193.90	
03/07/2017 W	17MAR1	000003			155092		DPW #268			
API F3739068-58011							VISION INSURANCE		135.73	
03/07/2017 W	17MAR1	000003			155092		DPW #268			
API G3739068-58011							VISION INSURANCE		116.34	
03/07/2017 W	17MAR1	000003			155092		DPW #268			
API A3011478-58011							VISION INSURANCE		48.68	
03/07/2017 W	17MAR1	000003			155093		CITY HALL NB365			
API A3719068-58011							VISION INSURANCE		413.78	
03/07/2017 W	17MAR1	000003			155093		CITY HALL NB365			
API A3729068-58011							VISION INSURANCE		243.40	
03/07/2017 W	17MAR1	000003			155093		CITY HALL NB365			
API A3739068-58011							VISION INSURANCE		247.45	
03/07/2017 W	17MAR1	000003			155093		CITY HALL NB365			
API A3749068-58011							VISION INSURANCE		681.52	
03/07/2017 W	17MAR1	000003			155093		CITY HALL NB365			
API A3759068-58011							VISION INSURANCE		219.06	
03/07/2017 W	17MAR1	000003			155093		CITY HALL NB365			
API A3769068-58011							VISION INSURANCE		121.70	
03/07/2017 W	17MAR1	000003			155093		CITY HALL NB365			
API F3739068-58011							VISION INSURANCE		411.73	
03/07/2017 W	17MAR1	000003			155093		CITY HALL NB365			
API G3739068-58011							VISION INSURANCE		144.04	
03/07/2017 W	17MAR1	000003			155093		CITY HALL NB365			
API A3143314-54390							MAINTENANCE SUPPLIES		102.15	
03/07/2017 W	17MAR1	002858			155094		2/8/17			
API A3143124-54570							TRAINING		320.82	
03/07/2017 W	17MAR1	002439			155095		6035322538801519			
API A3143314-54751							UTILITIES TRAFFIC LIGHTS		151.66	
03/07/2017 W	17MAR1	000319			155096		DPS			
API A3567144-54110							OFFICE SUPPLIES		284.41	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3567194-54110	03/07/2017	W 17MAR1	003346		155097	C1067550 OFFICE SUPPLIES		113.96	
		03/07/2017	W 17MAR1	003346		155097	C1067550			
GENERAL LEDGER TOTAL									364,685.83	.00
API	A-2600						ACCOUNTS PAYABLE			214,867.11
	03/07/2017	W 17MAR1	B 2633							
API	E-2600						ACCOUNTS PAYABLE			24,222.70
	03/07/2017	W 17MAR1	B 2633							
API	F-2600						ACCOUNTS PAYABLE			39,218.19
	03/07/2017	W 17MAR1	B 2633							
API	G-2600						ACCOUNTS PAYABLE			1,596.62
	03/07/2017	W 17MAR1	B 2633							
API	H-2600						ACCOUNTS PAYABLE			74,516.01
	03/07/2017	W 17MAR1	B 2633							
API	Y-2600						ACCOUNTS PAYABLE			10,265.20
	03/07/2017	W 17MAR1	B 2633							
POL	A-1521						ENCUMBRANCES			133,559.30
	03/07/2017	W 17MAR1	B 2633							
POL	E-1521						ENCUMBRANCES			891.87
	03/07/2017	W 17MAR1	B 2633							
POL	F-1521						ENCUMBRANCES			36,961.16
	03/07/2017	W 17MAR1	B 2633							
POL	G-1521						ENCUMBRANCES			609.00
	03/07/2017	W 17MAR1	B 2633							
POL	H-1521						ENCUMBRANCES			82,316.01
	03/07/2017	W 17MAR1	B 2633							
POL	A-2963						BUDGETARY FUND BALANCE RES ENC		133,559.30	
	03/07/2017	W 17MAR1	B 2633							
POL	E-2963						BUDGETARY FUND BALANCE RES ENC		891.87	
	03/07/2017	W 17MAR1	B 2633							
POL	F-2963						BUDGETARY FUND BALANCE RES ENC		36,961.16	
	03/07/2017	W 17MAR1	B 2633							
POL	G-2963						BUDGETARY FUND BALANCE RES ENC		609.00	
	03/07/2017	W 17MAR1	B 2633							
POL	H-2963						BUDGETARY FUND BALANCE RES ENC		82,316.01	
	03/07/2017	W 17MAR1	B 2633							
SYSTEM GENERATED ENTRIES TOTAL									254,337.34	619,023.17
JOURNAL 2017/03/12 TOTAL									619,023.17	619,023.17
2017 3 12										
API	A-1522						EXPENDITURES		214,367.11	
	03/07/2017	W 17MAR1	B 2633							
API	E-1522						EXPENDITURES		24,222.70	

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YEAR PER JNL									
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API F-1522	03/07/2017	W 17MAR1	B 2633			EXPENDITURES		39,218.19	
API G-1522	03/07/2017	W 17MAR1	B 2633			EXPENDITURES		1,596.62	
API H-1522	03/07/2017	W 17MAR1	B 2633			EXPENDITURES		74,516.01	
API Y-1522	03/07/2017	W 17MAR1	B 2633			EXPENDITURES		10,265.20	
API A-2980	03/07/2017	W 17MAR1	B 2633			REVENUES		500.00	

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2017	3	12	03/07/2017			
	A-1521					ENCUMBRANCES		133,559.30
	A-1522					EXPENDITURES	214,367.11	
	A-2600					ACCOUNTS PAYABLE		214,867.11
	A-2963					BUDGETARY FUND BALANCE RES ENC	133,559.30	
	A-2980					REVENUES	500.00	
						FUND TOTAL	348,426.41	348,426.41
E	CITY CENTER AUTHORITY	2017	3	12	03/07/2017			
	E-1521					ENCUMBRANCES		891.87
	E-1522					EXPENDITURES	24,222.70	
	E-2600					ACCOUNTS PAYABLE		24,222.70
	E-2963					BUDGETARY FUND BALANCE RES ENC	891.87	
						FUND TOTAL	25,114.57	25,114.57
F	WATER FUND	2017	3	12	03/07/2017			
	F-1521					ENCUMBRANCES		36,961.16
	F-1522					EXPENDITURES	39,218.19	
	F-2600					ACCOUNTS PAYABLE		39,218.19
	F-2963					BUDGETARY FUND BALANCE RES ENC	36,961.16	
						FUND TOTAL	76,179.35	76,179.35
G	SEWER FUND	2017	3	12	03/07/2017			
	G-1521					ENCUMBRANCES		609.00
	G-1522					EXPENDITURES	1,596.62	
	G-2600					ACCOUNTS PAYABLE		1,596.62
	G-2963					BUDGETARY FUND BALANCE RES ENC	609.00	
						FUND TOTAL	2,205.62	2,205.62
H	CAPITAL PROJECTS FUND	2017	3	12	03/07/2017			
	H-1521					ENCUMBRANCES		82,316.01
	H-1522					EXPENDITURES	74,516.01	
	H-2600					ACCOUNTS PAYABLE		74,516.01
	H-2963					BUDGETARY FUND BALANCE RES ENC	82,316.01	
						FUND TOTAL	156,832.02	156,832.02
Y	COMMUNITY DEVELOPMENT FUND	2017	3	12	03/07/2017			
	Y-1522					EXPENDITURES	10,265.20	
	Y-2600					ACCOUNTS PAYABLE		10,265.20
						FUND TOTAL	10,265.20	10,265.20

\*\* END OF REPORT - Generated by Stefanie Richards \*\*

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED UNPAID INVOICES TO BE POSTED										
5644	00001 PAETEC	154867 68846332		155634	17MWMAR1	1,059.40	.00	.00		
CASH A	2017/03	INV 02/27/2017	SEP-CHK: N	DISC: .00		A3011654	54670	1,059.40	1099:	
ACCT 1200	DEPT 1000	DUE 03/01/2017	DESC:4365150							
P.O. BOX 9001013 LOUISVILLE KY 40290-1013										
1927	00001 VERIZON	154868 154868		155635	17MWMAR1	24.21	.00	.00		
CASH A	2017/03	INV 02/27/2017	SEP-CHK: N	DISC: .00		A3011214	54670	24.21	1099:	
ACCT 1200	DEPT 1000	DUE 03/01/2017	DESC:5185871688076249							
P O BOX 15124 ALBANY NY 12212-5124										
1927	00001 VERIZON	154869 154869		155636	17MWMAR1	24.51	.00	.00		
CASH A	2017/03	INV 02/27/2017	SEP-CHK: N	DISC: .00		A3143314	54751	24.51	1099:	
ACCT 1200	DEPT 4000	DUE 03/01/2017	DESC:5185876754028248							
P O BOX 15124 ALBANY NY 12212-5124										
1927	00001 VERIZON	154870 154870		155637	17MWMAR1	24.54	.00	.00		
CASH A	2017/03	INV 02/27/2017	SEP-CHK: N	DISC: .00		A3031444	54670	6.14	1099:	
ACCT 1200	DEPT 3000	DUE 03/01/2017	DESC:5185809480728245			A3113624	54670	6.14	1099:	
P O BOX 15124 ALBANY NY 12212-5124										
						A3618684	54670	6.13	1099:	
						Y3618684	54670 433	6.13	1099:	
1927	00001 VERIZON	154871 154871		155638	17MWMAR1	25.19	.00	.00		
CASH A	2017/03	INV 02/27/2017	SEP-CHK: N	DISC: .00		A3031494	54670	25.19	1099:	
ACCT 1200	DEPT 3000	DUE 03/01/2017	DESC:5185872417241245							
P O BOX 15124 ALBANY NY 12212-5124										
1927	00001 VERIZON	154872 154872		155639	17MWMAR1	25.23	.00	.00		
CASH A	2017/03	INV 02/27/2017	SEP-CHK: N	DISC: .00		A3143414	54670	25.23	1099:	
ACCT 1200	DEPT 4000	DUE 03/01/2017	DESC:5185874570437248							
P O BOX 15124 ALBANY NY 12212-5124										
1927	00001 VERIZON	154873 154873		155640	17MWMAR1	29.24	.00	.00		
CASH A	2017/03	INV 02/27/2017	SEP-CHK: N	DISC: .00		A3011474	54671	29.24	1099:	
ACCT 1200	DEPT 1000	DUE 03/01/2017	DESC:51858739687839247							

NEW INVOICES

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NEW INVOICES

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
319	00001 NATIONAL GRID	154888 154888		155655	17MWMAR1	2,803.16	.00	.00		
CASH A	2017/03	INV 02/27/2017	SEP-CHK: N	DISC: .00		A3335184 54750		84.27	1099:	
ACCT 1200	DEPT 3000	DUE 03/01/2017	DESC:DPW			G3638124 54650		109.75	1099:	
P.O. BOX 4706	SYRACUSE NY 13221-4706					A3638184 54650		133.61	1099:	
						G3638124 54650		150.26	1099:	
						A3335184 54750		2,325.27	1099:	
1699	00001 TIME WARNER CABL	154889 154889		155656	17MWMAR1	84.96	.00	.00		
CASH A	2017/03	INV 02/27/2017	SEP-CHK: Y	DISC: .00		E3577164 54670		84.96	1099:	
ACCT 1200	DEPT 7000	DUE 03/01/2017	DESC:202-485526901-001							
P.O. BOX 70872	CHARLOTTE NC 28272-0872									
319	00001 NATIONAL GRID	154893 154893		155660	17MWMAR1	323.30	.00	.00		
CASH A	2017/03	INV 02/27/2017	SEP-CHK: N	DISC: .00		A3143314 54751		114.73	1099:	
ACCT 1200	DEPT 4000	DUE 03/01/2017	DESC:DPS			A3143314 54751		208.57	1099:	
P.O. BOX 4706	SYRACUSE NY 13221-4706									
24 APPROVED UNPAID INVOICES				TOTAL		6,467.67				
24 INVOICE(S)				REPORT POST TOTAL		6,467.67				

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# ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2017 03	A3011214 A	-30-1-1210-4-54670 -	PHONES	24.21	1,629.32
	A3011474 A	-30-1-1431-4-54671 -	PHONES & FAX	29.24	320.76
	A3011654 A	-30-1-1650-4-54670 -	PHONES	1,552.72	27,345.67
	A3031444 A	-30-3-1440-4-54670 -	PHONES	6.14	1,196.41
	A3031494 A	-30-3-1490-4-54670 -	PHONES	77.33	2,190.46
	A3031654 A	-30-3-1623-4-54670 -	PHONES	102.77	2,729.22
	A3051414 A	-30-5-1410-4-54671 -	PHONES & FAX	49.97	1,885.38
	A3113624 A	-31-1-3620-4-54670 -	PHONES	6.14	321.62
	A3143124 A	-31-4-3120-4-54670 -	PHONES	54.28	37,935.44
	A3143314 A	-31-4-3310-4-54751 -	UTILITIES TRAFF	347.81	29,248.21
	A3143414 A	-31-4-3410-4-54670 -	PHONES	979.57	18,915.32
	A3143624 A	-31-4-3620-4-54670 -	PHONES	189.83	1,910.17
	A3335184 A	-33-3-5182-4-54750 -	STREET LIGHTING	2,409.54	379,489.75
	A3517514 A	-35-1-7510-4-54670 -	PHONES	55.34	636.76
	A3567184 A	-35-6-7180-4-54670 -3000	PHONES	42.18	515.66
	A3618684 A	-36-1-8687-4-54670 -	PHONES	6.13	87.79
	A3638184 A	-36-3-8180-4-54650 -	UTILITIES	133.61	4,368.61
	E3577164 E	-35-7-7160-4-54670 -	PHONES	84.96	7,742.75
	F3638334 F	-36-3-8330-4-54670 -	PHONES	49.76	3,643.91
	G3638124 G	-36-3-8120-4-54650 -	UTILITIES	260.01	46,356.13
	Y3618684 Y	-36-1-8686-4-54670 -433	PHONES	6.13	-12.20
REPORT TOTALS				6,467.67	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2017 3 8										
API A3011654-54670							PHONES		1,059.40	
03/01/2017 W 17MWMAR1 005644						154867	4365150			
API A3011214-54670							PHONES		24.21	
03/01/2017 W 17MWMAR1 001927						154868	5185871688076249			
API A3143314-54751							UTILITIES TRAFFIC LIGHTS		24.51	
03/01/2017 W 17MWMAR1 001927						154869	5185876754028248			
API A3031444-54670							PHONES		6.14	
03/01/2017 W 17MWMAR1 001927						154870	5185809480728245			
API A3113624-54670							PHONES		6.14	
03/01/2017 W 17MWMAR1 001927						154870	5185809480728245			
API A3618684-54670							PHONES		6.13	
03/01/2017 W 17MWMAR1 001927						154870	5185809480728245			
API Y3618684-54670-433							PHONES	Y	6.13	
03/01/2017 W 17MWMAR1 001927						154870	5185809480728245			
API A3031494-54670							PHONES		25.19	
03/01/2017 W 17MWMAR1 001927						154871	5185872417241245			
API A3143414-54670							PHONES		25.23	
03/01/2017 W 17MWMAR1 001927						154872	5185874570437248			
API A3011474-54671							PHONES & FAX		29.24	
03/01/2017 W 17MWMAR1 001927						154873	51858739687839247			
API A3567184-54670-3000							PHONES		42.18	
03/01/2017 W 17MWMAR1 001927						154874	5185801086027247			
API F3638334-54670							PHONES		49.76	
03/01/2017 W 17MWMAR1 001927						154875	5185875845615245			
API A3051414-54671							PHONES & FAX		49.97	
03/01/2017 W 17MWMAR1 001927						154876	5185876512128249			
API A3517514-54670							PHONES		55.34	
03/01/2017 W 17MWMAR1 001927						154877	5185872358828240			
API A3143414-54670							PHONES		75.70	
03/01/2017 W 17MWMAR1 001927						154878	5185873923878249			
API A3143414-54670							PHONES		83.72	
03/01/2017 W 17MWMAR1 001927						154879	5185878325644248			
API A3031654-54670							PHONES		102.77	
03/01/2017 W 17MWMAR1 001927						154880	5185877315326246			
API A3143414-54670							PHONES		186.34	
03/01/2017 W 17MWMAR1 001927						154881	518Q350102464246			
API A3143414-54670							PHONES		187.56	
03/01/2017 W 17MWMAR1 001927						154882	5185873539195244			
API A3143414-54670							PHONES		373.47	
03/01/2017 W 17MWMAR1 001927						154883	518Q350450756243			
API A3011654-54670							PHONES		493.32	
03/01/2017 W 17MWMAR1 001927						154884	5185877097448242			
API A3143414-54670							PHONES		47.55	
03/01/2017 W 17MWMAR1 001831						154885	742082557-00001			
API A3031494-54670							PHONES		52.14	
03/01/2017 W 17MWMAR1 001831						154886	742051038-00001			
API A3143124-54670							PHONES		54.28	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		03/01/2017	W 17MWMAR1	001831		154887	286916448-00001			
API	A3143624-54670						PHONES		189.83	
		03/01/2017	W 17MWMAR1	001831		154887	286916448-00001			
API	A3335184-54750						STREET LIGHTING		84.27	
		03/01/2017	W 17MWMAR1	000319		154888	DPW			
API	G3638124-54650						UTILITIES		109.75	
		03/01/2017	W 17MWMAR1	000319		154888	DPW			
API	A3638184-54650						UTILITIES		133.61	
		03/01/2017	W 17MWMAR1	000319		154888	DPW			
API	G3638124-54650						UTILITIES		150.26	
		03/01/2017	W 17MWMAR1	000319		154888	DPW			
API	A3335184-54750						STREET LIGHTING		2,325.27	
		03/01/2017	W 17MWMAR1	000319		154888	DPW			
API	E3577164-54670						PHONES		84.96	
		03/01/2017	W 17MWMAR1	001699		154889	202-485526901-001			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		114.73	
		03/01/2017	W 17MWMAR1	000319		154893	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		208.57	
		03/01/2017	W 17MWMAR1	000319		154893	DPS			
GENERAL LEDGER TOTAL									6,467.67	.00
API	A-2600						ACCOUNTS PAYABLE			6,066.81
		03/01/2017	W 17MWMAR1	B 2631						
API	E-2600						ACCOUNTS PAYABLE			84.96
		03/01/2017	W 17MWMAR1	B 2631						
API	F-2600						ACCOUNTS PAYABLE			49.76
		03/01/2017	W 17MWMAR1	B 2631						
API	G-2600						ACCOUNTS PAYABLE			260.01
		03/01/2017	W 17MWMAR1	B 2631						
API	Y-2600						ACCOUNTS PAYABLE			6.13
		03/01/2017	W 17MWMAR1	B 2631						
SYSTEM GENERATED ENTRIES TOTAL									.00	6,467.67
JOURNAL 2017/03/8 TOTAL									6,467.67	6,467.67
2017	3	8								
API	A-1522						EXPENDITURES		6,066.81	
		03/01/2017	W 17MWMAR1	B 2631						
API	E-1522						EXPENDITURES		84.96	
		03/01/2017	W 17MWMAR1	B 2631						
API	F-1522						EXPENDITURES		49.76	
		03/01/2017	W 17MWMAR1	B 2631						
API	G-1522						EXPENDITURES		260.01	
		03/01/2017	W 17MWMAR1	B 2631						
API	Y-1522						EXPENDITURES		6.13	

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CITY OF SARATOGA SPRINGS LIVE  
17MWMAR1

P 8  
apinvent

YEAR PER JNL  
SRC ACCOUNT

ACCOUNT DESC  
LINE DESC

T OB

DEBIT

CREDIT

EFF DATE JNL DESC REF 1 REF 2 REF 3

03/01/2017 W 17MWMAR1 B 2631

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CITY OF SARATOGA SPRINGS LIVE  
17MWMAR1

P 9  
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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2017	3	8	03/01/2017			
	A-1522					EXPENDITURES	6,066.81	
	A-2600					ACCOUNTS PAYABLE		6,066.81
						FUND TOTAL	6,066.81	6,066.81
E	CITY CENTER AUTHORITY	2017	3	8	03/01/2017			
	E-1522					EXPENDITURES	84.96	
	E-2600					ACCOUNTS PAYABLE		84.96
						FUND TOTAL	84.96	84.96
F	WATER FUND	2017	3	8	03/01/2017			
	F-1522					EXPENDITURES	49.76	
	F-2600					ACCOUNTS PAYABLE		49.76
						FUND TOTAL	49.76	49.76
G	SEWER FUND	2017	3	8	03/01/2017			
	G-1522					EXPENDITURES	260.01	
	G-2600					ACCOUNTS PAYABLE		260.01
						FUND TOTAL	260.01	260.01
Y	COMMUNITY DEVELOPMENT FUND	2017	3	8	03/01/2017			
	Y-1522					EXPENDITURES	6.13	
	Y-2600					ACCOUNTS PAYABLE		6.13
						FUND TOTAL	6.13	6.13

\*\* END OF REPORT - Generated by Stefanie Richards \*\*

**City of Saratoga Springs  
Environmental, Parks, and Open Areas Protection Program**

**Application Form**

Date Received: November 21, 2016

**Property Name: 2 Loughberry Lake**

Tax Parcel ID#: 166.23-1-9; 166.23-3-9

Size of Lot: 2.4 acres 245 frontage; .18 acres, 28 ft frontage Acreage: 2.4; 0.18

Structures?: 2287 square foot single family home

Property Location: Adjacent to Rt 50 gateway and Loughberry Lake

Vicinity: Loughberry Lake Watershed

Current Zoning: UR-1

**Property Owner**

Name: Jason Tommell

Mailing Address:

Phone / E-mail: jason@tommell.com

**Owner's Representatives** Owner's Attorney:

**Owner Interest:**

- **Is the current owner willing to sell this property in fee simple to the City?**

YES. Current owner approached the City regarding subdividing off a portion of his residential property with a residential dwelling unit and selling the remaining open land parcel to the City. The roughly 2 acre open land lot could be subdivided into three lots.

- **Is the owner willing to make a donation/bargain sale of some amount?** Has not indicated donation.

- **Property Tax Assessment**

<b>Land Value = \$110,000</b>	<b>Total Assessed Value (land with buildings) = \$266,000</b>
	<b>Market Value = \$341,025.64</b>

**Market Value Appraisal**

Has an appraisal of the property been completed? YES

Who paid for the appraisal? City of Saratoga Springs

Who conducted the appraisal: GAR Associates

Date of appraisal: February 22, 2017

Amount of appraisal: **\$135,000**

**Planning / Community Support**

- **Is the project identified in the city's Open Space Plan?** Protect drinking water aquifers and watersheds; Open Space Map/signature gateways - strive to conserve the pristine qualities of these entrances to our community.
- **Is the Project Identified in the city's Open Space Inventory Mapping?** YES, within signature gateway identified.

**City of Saratoga Springs**  
**Environmental, Parks, and Open Areas Protection Program**

**Criteria: Land Category/Reason for Considering this Property**

Check all that may apply:

- ☐ Active Recreation
- ☐ Passive Park
- ☒ Open Land / Natural Area Preservation
- ☐ Farm Land Conservation
- ☒ Wetland, Watershed or Stream Corridor
- ☐ Greenway / Trail
- ☐ Historical, Geological and Archeological Sites
- ☐ Significant Habitat / Ecologically Important Area
- ☐ Public Access
- ☒ Signature Gateway
- ☐ Other:

**Concept Development / Future Proposed Use of the Parcel**

Site would protect the watershed and retain a scenic vista on a signature gateway into the city. In the future if Loughberry Lake is no longer used as a reservoir, this parcel could serve as a pocket park with access to the waterfront for active or passive recreation.

**Purchase Offer Status**

Jason Tommell is a willing seller. This is a rare opportunity for the city to purchase from a willing seller - especially important land that will preserve two assets identified in the Open Space Plan. Open Space Advisory Committee voted unanimously on December 28, 2016 to recommend the City consider the purchase of this land. On January 3rd, a discussion of the recommendation of the purchase of open space on Loughberry Lake Watershed was included on the City Council agenda. On January 5, 2017, the Open Space Advisory Committee (OSAC) brought the parcel to the attention of the Real Estate Committee for review. The Real Estate Committee agreed with the OSAC that this was an important parcel for acquisition and stated that the OSAC should be tasked with bringing this forward to City Council. An appraisal was completed on February 22, 2017 with the appraised value set at \$135,000. On February 28th, GAR Associates emailed the appraisal report to the City. On March 2nd, Jason Tommell accepted the appraisal findings.



**APPRAISAL REPORT  
TOMMELL PROPERTY  
VACANT RESIDENTIAL LAND  
LOUGHBERRY ROAD  
SARATOGA, SARATOGA COUNTY, NY**

**CLIENT:**

Ms. Tina Carton  
Sustainability Coordinator  
City Of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

**PREPARED BY:**

GAR ASSOCIATES LLC  
2399 Sweet Home Road  
Amherst, New York 14228

David M. Barnett  
Appraiser

Ronald J. Rubino, MAI  
President, Commercial Division

**DATE OF INSPECTION:**

February 22, 2017

**DATE OF VALUATION:**

February 22, 2017

**GAR FILE NO.:**

2017144

**CLIENT REFERENCE:**

PO #00171173-00



**GAR ASSOCIATES LLC**

*Real Estate Appraisers and Consultants*

Ronald J. Rubino, MAI  
*President, Commercial Division*



March 1, 2017

Ms. Tina Carton  
Sustainability Coordinator  
City Of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

Re: Appraisal Report  
Tommell Property  
Vacant Residential Land  
Loughberry Road  
Saratoga, Saratoga County, NY  
GAR File No.: 2017144  
PO #00171173-00

Dear Ms. Carton:

In accordance with the terms of our engagement, we present an ***"Appraisal Report"*** for the above-captioned property. This document is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP). The Scope of Work is defined in this report and is consistent with our engagement of services. Some additional supporting documentation, together with the reasoning supporting the analysis, conclusions and opinions, has been retained in our file memoranda. The depth of discussion contained in this report is specific to the needs of the client and for the intended use/function stated below. The appraisers are not responsible for unauthorized use of this report.

**Extraordinary Assumptions & Hypothetical Conditions:** There are no *"extraordinary assumptions"* or *"hypothetical conditions"* being made in this report.

The client is the City of Saratoga Springs. The *"intended use"* of the appraisal is to estimate market value for *acquisition* purposes. The *"intended users"* of the appraisal are the client and any other client-authorized user(s) associated with the *"intended use"* stated above.

The subject property consists of a vacant residential parcel with 87,833 sf, or 2.016 acres. The subject is currently a portion of 2 Loughberry Road and Loughberry Road Rear, consisting of two commonly owned tax parcels totaling 112,114 sf, or 2.574 acres. 2 Loughberry Road is an improved sub-parcel with a 2,287 sf single family residence constructed in 1961, on a surveyed 24,281 sf, or .557 acre lot that is not part of the appraisal. The remaining 87,833 sf, or 2.016 acres of vacant residential land thus comprises the subject property.

The subject parcel is located at the southern end of Loughberry Road, along the north side of the State Route 50 right-of-way and east end of Loughberry Lake, which is a reservoir.

**CORPORATE OFFICE:**

2399 SWEET HOME ROAD AMHERST, NEW YORK 14228 TEL. 716-691-7100 FAX. 716-691-7770 TOLL FREE: 1.800.836.0382

**ALBANY OFFICE:**

632 PLANK ROAD, SUITE 203 CLIFTON PARK, NY 12065 TEL. 518.579.3770 FAX 518.579.3773 TOLL FREE: 1.800.836.0382



Ms. Tina Carton  
March 1, 2017

Page Two

The site is gently sloping near the road frontage, then slopes upward towards the rear of the lot, closer to Loughberry Lake. The topography results in reduced visibility to the lake from ground level. The parcel has single family residential development potential and a better view of the lake would likely exist from the second floor of a residence.

The subject parcel has been surveyed into two potential single family residential lots, totaling 1 acre and 1.016 acres.

The scope of the assignment entails the market value estimate of the subject property, considering highest and best use.

The subject site is conducive for development of one or two single family homes. If the parcel were to be split into the two, 1-acre parcels, the smaller individual sites would be less attractive, with lesser frontage and higher development density. The value conclusion considers the development potential either as a larger, single lot, or two smaller lots.

For informational purposes, the adjacent house at 2 Loughberry Lane was listed on the open market for \$299,000, and is currently under contract for \$299,000.

As of the date of valuation, the property was vacant land.

The subject property is located on the west side of Loughberry Road, just west of Gick Road, and along the north side of Route 50, in the City of Saratoga Springs, Saratoga County, NY.

*To the best of this company's knowledge and belief, it is hereby certified that the statements of facts contained in this report (upon which the opinions are based) are true and correct, subject to the assumptions and limiting conditions outlined in the addendum of this report. Employment in, and compensation for, making this appraisal is in no way contingent upon the value reported. It is hereby certified that those participating in this report have no interest, either present or contemplated, in the subject property. Furthermore, there is no personal, or corporate interest, or bias, with respect to the subject matter of the appraisal report, or parties involved.*

Based upon the inspection of the property and investigations and analysis undertaken, it is concluded that the "as is" market value of the *fee simple estate* of the real property, as of the date of valuation, February 22, 2017, is:

**ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS  
\$ 135,000**

Respectfully submitted,

**GAR ASSOCIATES LLC**

David M. Barnett  
Appraiser

Ronald J. Rubino, MAI  
President, Commercial Division

## **STATEMENT OF BASIC ASSUMPTIONS AND LIMITING CONDITIONS**

---

FOR THE PURPOSE OF THIS APPRAISAL IT IS ASSUMED:

1. That the title to the property is marketable.
2. That the property is free and clear of all liens.
3. That there are no encumbrances or defects of title.
4. That there is and will continue to be responsible ownership and competent management.

THE APPRAISAL IS MADE SUBJECT TO THE FOLLOWING LIMITING CONDITIONS:

1. No responsibility is assumed for matters of a legal nature.
2. Unless otherwise stated in this report, no responsibility is assumed for subsurface soil conditions; soil conditions are presumed stable and free of any natural or man-made contaminants.
3. If improved, the building is assumed free of any hazardous building materials (e.g. asbestos, urea formaldehyde) unless otherwise stated in this report.
4. Information, estimates, and opinions furnished to the appraiser and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraiser can be assumed by the appraiser.
5. No engineering survey of the property was made, and the appraiser assumes no responsibility in this connection. The sketches in this report are approximate only, included to assist the reader in visualizing the property.
6. This appraisal was made for the purpose stated and should not be used for any other purpose.
7. The values assigned to the land and improvements are their value in relation to each other and should not be used separately.
8. The appraiser is not required to give testimony or attendance in court or any hearing unless arrangements have been made in advance of the acceptance of the appraisal assignment and the fees are based upon this knowledge by the appraiser. If this knowledge is not known at the time of employment, then negotiations must be made with the appraiser at the time the knowledge becomes known or the appraiser may decline to testify and permission to use the appraisal for any purpose may be withdrawn.
9. In instances of new construction, additions, rehabilitation and remodeling of improvements, we assume compliance with state and local building codes with respect to design and construction materials.
10. Possession of this report, or a copy thereof, does not carry with it the right of publication.
11. We have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA (American Disabilities Act). It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the ACT. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the property.
12. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.
13. It is assumed that all required licenses, certificates of occupancy and other legislative or other administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report are based.

## **CERTIFICATION**

The undersigned do hereby certify that, to the best of our knowledge and belief, except as otherwise stated in this appraisal report:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are the personal, impartial, and unbiased professional analysis, opinions and conclusions of David M. Barnett and Ronald J. Rubino, MAI.
3. We have no current nor prospective bias with respect to the property that is the subject of this report or the parties involved with this assignment.
4. We have no present or prospective interest with respect to the property that is the subject of this report and no personal interest with respect to the parties involved.
5. Our engagement in this appraisal was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and conforms with the Uniform Standards of Professional Appraisal Practice (USPAP).
8. The use of this report is subject to the requirements of the Appraisal Institute, relating to review by its duly authorized representatives.
9. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the MAI, SRPA, SRA, designations), shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.
10. David M. Barnett has made a personal inspection of the property that is the subject of this report.
11. As of the date of this report, Ronald J. Rubino, MAI has completed the continuing education program for Designated members of the Appraisal Institute.
12. David M. Barnett and Ronald J. Rubino, MAI are State Certified General Appraisers in the State of New York.
13. No one provided significant real property appraisal assistance to the person(s) signing this Certification.
14. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

## **CERTIFICATION**

15. An "*Appraisal Report*" has been prepared, consistent with the scope of work.
16. We have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
17. Based upon the inspection of the property and investigations and analysis undertaken, it is concluded that the "as is" market value of the *fee simple estate* of the real property, as of the date of valuation, February 22, 2017, is:

**ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS**  
**\$135,000**



David M. Barnett  
Appraiser  
NYS Certificate No. 46-50315



Ronald J. Rubino, MAI  
President, Commercial Division  
NYS Certificate No. 46-4421

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### **ADDENDA**

Client Engagement Letter	
Sale and Lease Listing Detail - 33 Loughberry	
Qualifications of the Appraisers	

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## SUMMARY OF SALIENT FACTS & CONCLUSIONS

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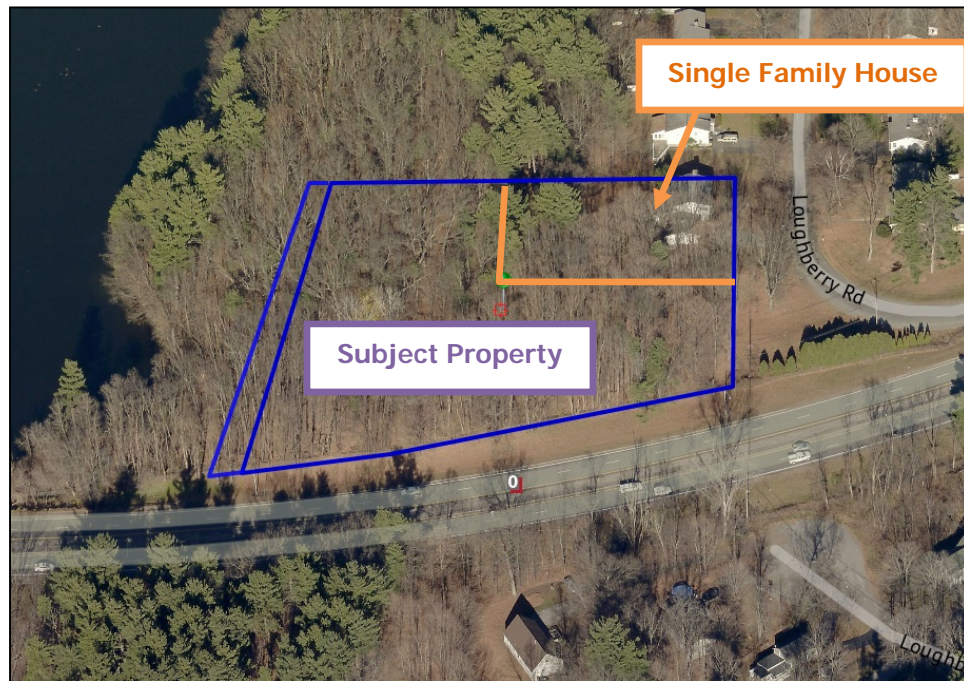
Property Name:	Tommell Property
Property Type:	Vacant Residential Land
Property Address:	Loughberry Road & Rear
Municipality / County / State:	Saratoga, Saratoga County, NY
Section, Block & Lot No.:	166.23-1-9
Current Owner:	Jason M. and Krista L. Tommell
Sales Within the Past 3 Years:	None
Property Rights Appraised:	Fee Simple Estate
Zoning:	UR1
Assessment:	\$266,100 (land portion is \$110,100)*
Equalization Rate:	75%
Equalized Assessment:	\$354,800*
Land Area:	87,833 sf, or 2.02 acres
FEMA Flood Plain:	No, Zone X, Panel No. 36091C0434E, Date: August 16, 1995
Date of Property Inspection:	February 22, 2017
Date of Property Valuation:	February 22, 2017
Marketing and Exposure Time:	8-10 Months
<b>MARKET VALUE ESTIMATE:</b>	<b>\$135,000</b>

*\*Includes house and entire 2.57 acres*



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## IDENTIFICATION OF PROPERTY



Aerial Photograph - Courtesy of Pictometry.com



Subject as of February 22, 2017

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## STATEMENT OF OBJECTIVE, INTENDED USE, INTENDED USER, PROPERTY RIGHTS APPRAISED

### ***STATEMENT OF OBJECTIVE***

The objective of this appraisal assignment is to undertake the investigations and analysis required to reach a supportable estimate of the market value for the property in question. At the request of the client, an "***Appraisal Report***" has been made with certain backup information and some details of the reasoning behind our conclusions retained in our file memoranda.

### ***INTENDED USE OF THE APPRAISAL***

The "*intended use*" of the appraisal is to estimate market value for *acquisition* purposes. This report is not intended to be used for any other purpose.

### ***INTENDED USERS OF THE APPRAISAL***

The "*intended users*" of the appraisal are the client and any other client-authorized user(s) associated with the "*intended use*" stated above.

### ***PROPERTY RIGHTS APPRAISED***

The "*fee simple estate*" is appraised.

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## SCOPE OF THE APPRAISAL PROCESS

At the request of the client, this **Real Estate Appraisal Report in a "Narrative Format"** has been prepared in conformance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) and the scope of work. The results of the appraisal have been presented in a narrative format.

All three valuation approaches have been considered including the sales comparison, income capitalization and cost. The most applicable approaches will be applied and the less applicable approaches will be excluded, consistent with the discussion in the valuation process to follow.

As part of this appraisal, a number of independent investigations and analysis were required. Additional details of the scope of work performed and some of the external sources used are as follows:

### ***Scope of Work and External Sources Used***

- Local municipal offices including assessment, taxes and zoning.
- Property owner(s) or representative associated with the subject property.
- Property owner(s), leasing agents or other representatives associated with comparable market data.
- Identified the real estate and property interest being appraised.
- Reported the purpose and intended use of the appraisal.
- Stated and defined market value.
- Considered and analyzed any prior sales of the property within three years of the valuation date, and considered any option or listing on the property.
- The area's economic profile was examined.
- The functionality, appeal, quality and condition of the subject property and surrounding area was assessed.
- Assumptions and limiting conditions were identified.
- Provided a signed certification in accordance with standards rule 2-3.
- Performed an inspection of the property on February 22, 2017.
- The land area was obtained from a legal survey prepared by Van Dusen & Steves Land Surveyors, dated January 24, 2017. Note that the surveyed land areas for all three sub-parcels, including the single family house, total 112,114 sf, or 2.574 acres. This is more than the 2.42-acre tax map figure and less than the 2.75-acre Landmax.

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## DEFINITIONS OF SIGNIFICANT TERMS

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**Fee Simple Estate** - absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

**Highest and Best Use** - the reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported and financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.\*

**Leased Fee Interest** - an ownership interest held by a landlord with the rights of use and occupancy transferred by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.\*

**Market Rent** - the most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including terms, rental adjustments and revaluation, permitted uses, use restrictions, and expense obligations; the lessee and lessor each acting prudently and knowledgeably, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby, (1) lessee and lessor are typically motivated, (2) both parties are well informed or well advised, and acting in what they consider their best interests, (3) a reasonable time is allowed for exposure in the open market, (4) the rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract, and (5) the rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.

**Market Value** - the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>

**Overall Capitalization Rate (Ro)** - an income rate for a total real property interest that reflects the relationship between a single year's net operating income and the total property price or value; used to convert net operating income into an indication of overall property value. ( $R_o = I_o/V_o$ )\*

**Personal Property** - movable items of property that are not permanently affixed to, or part of, the real estate. Personal property is not endowed with the rights of real property ownership.\*

**Real Estate** - is the physical land and appurtenances affixed to the land – e.g., structures. Real estate is immobile and tangible. The legal definition of real estate includes the following tangible components: (1) land, (2) all things that are a natural part of land, such as trees and minerals, and (3) all things that are attached to land by people, such as buildings and site improvements.\*

**Real Property** - includes all interests, benefits, and rights inherent in the ownership of physical real estate. A right or interest in real estate is also referred to as an *estate*. Specifically, an estate in land is the degree, nature, or extent of interest that a person has in it.\*

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<sup>1</sup> SOURCE: (12 C.F.R. Part 34.42 (g); 55 Federal Register 34696, August 24, 1990; as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

\* SOURCE: The Appraisal of Real Estate; 14<sup>th</sup> Edition

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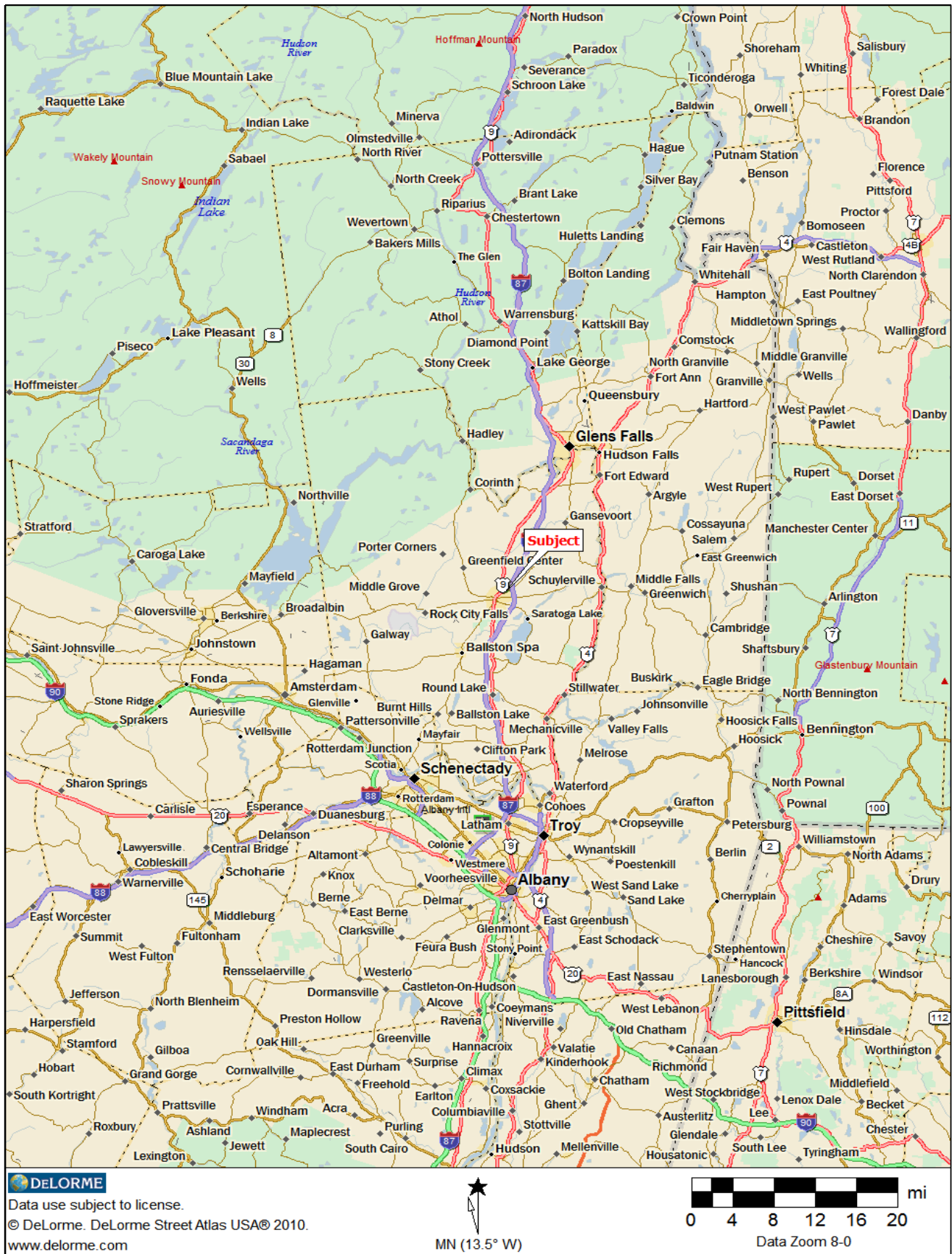
**OWNERSHIP AND SALES HISTORY**

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<b><i>Owner as of Valuation Date:</i></b>	Jason M. and Krista L. Tommell
<b><i>Transfers Within the Past Three Years:</i></b>	None
<b><i>Other Recent Transfers:</i></b>	None
<b><i>Pending Sale/Under Contract:</i></b>	No. The appraisers are unaware of any listings, options or pending sale contracts.
<b><i>Current Listing:</i></b>	No
<b><i>Adjacent Pending Sale:</i></b>	For informational purposes, the adjacent house at 2 Loughberry Lane was listed on the open market for \$299,000 and is currently under contract for \$299,000.



# REGIONAL MAP



# NEIGHBORHOOD MAP



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## AREA & NEIGHBORHOOD ANALYSIS

The subject property is located on the west side of Loughberry Road, just west of Gick Road, and along the north side of Route 50, in the City of Saratoga Springs, Saratoga County, NY. Loughberry Road runs north and south and is a two lane residential street. Route 50 runs east and west and is a four lane, state highway. Loughberry Rd commences at the intersection with Gick Road (which provides ingress/egress to NY 50) and runs north along Loughberry Lake before turning west to the intersection with Maple Ave (US 9).

The neighborhood is broadly defined as a residential district with neighborhood boundaries generally including Smith Bridge Road to the north, I-87 Adirondack Northway to the east, Lake Ave (NY 29) to the south, and Maple Ave (US 9) to the west. The local market area is predominately in a growth life cycle; there is significant commercial development happening in and around the City of Saratoga Springs, but residential development has been primarily in the form of apartments and condos in recent years.

Population statistics are summarized below and indicate a growing trend.

	2000	2010	2015 (est.)	2000-15	2000-15
Municipality	Population	Population	Population	Change	% Change
City of Saratoga Springs	26,178	26,586	27,765	1,587	6.06%
Saratoga County	201,514	219,607	226,249	24,735	12.27%

The neighborhood is moderately developed with primarily single family development. The neighborhood is of medium density, with limited new residential construction.

The predominant neighborhood influences include the nearby Saratoga Race Track, Downtown Saratoga Springs, Wilton Mall, Loughberry Lake, and Skidmore College.

Properties located adjacent to the subject are summarized as follows:

To the North: Single Family Residence  
To the South: NY 50  
To the East: Single Family Residence  
To the West: Loughberry Lake

Major highway accessibility is considered very good. The nearest interstate highway access is within 0.7 miles where the I-87 is located.

In conclusion, the neighborhood is conducive for the subject's continued use.





Street Scene on Loughberry Road with Subject to the right



Street Scene on Loughberry Road from Subject Site

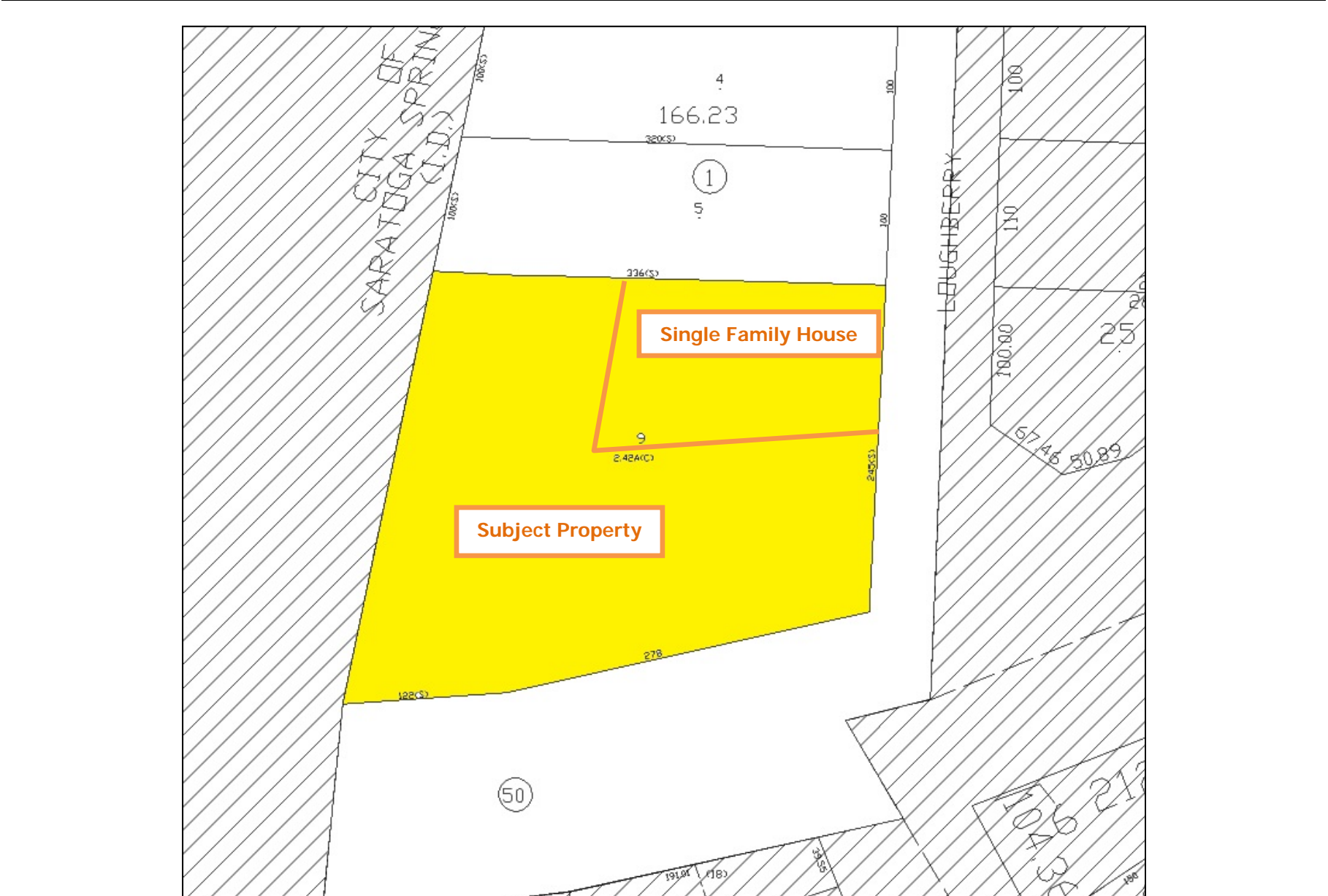
***ZONING***

The property is zoned *UR-1*, permitting single family residences, as well as certain schools, religious institutions, and bed and breakfasts. The subject appears to be in compliance with applicable zoning ordinances.

***ASSESSMENT***

Land Assessment:	\$110,100
Improvement Assessment:	<u>\$156,000</u>
Total Assessment:	\$266,100*
Equalization Rate:	75%
Equalized Assessment (full value):	\$354,800*

*\*Includes house and entire 2.57 acres.*







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## SITE DESCRIPTION

**General Location** - The subject property is located on the west side of Loughberry Road, just west of Gick Road, and along the north side of Route 50, in the City of Saratoga Springs, Saratoga County, NY.

**Land Area: Square Feet** - 87,833 sf\*

**Land Area: Acres** - 2.02 acres\*

**Shape** - Rectangular

**Access** - Provided by Loughberry Road

**Frontage** – 134.58 feet\* along Loughberry Road

**Exposure** - Good along the road frontage.

**Utilities** - All public utilities are available.

**Traffic Light** - No

**Off-Street Parking** - No.

**Site Improvements** – None, land is vacant as of date of inspection.

**Topography/Soil Conditions** - The site is generally level and at road grade with slight slope away from road in the direction of Loughberry Lake.

**Flood Hazard** - The property has a non-flood zone status (see Summary of Salient Facts for flood designation, panel no. and date).

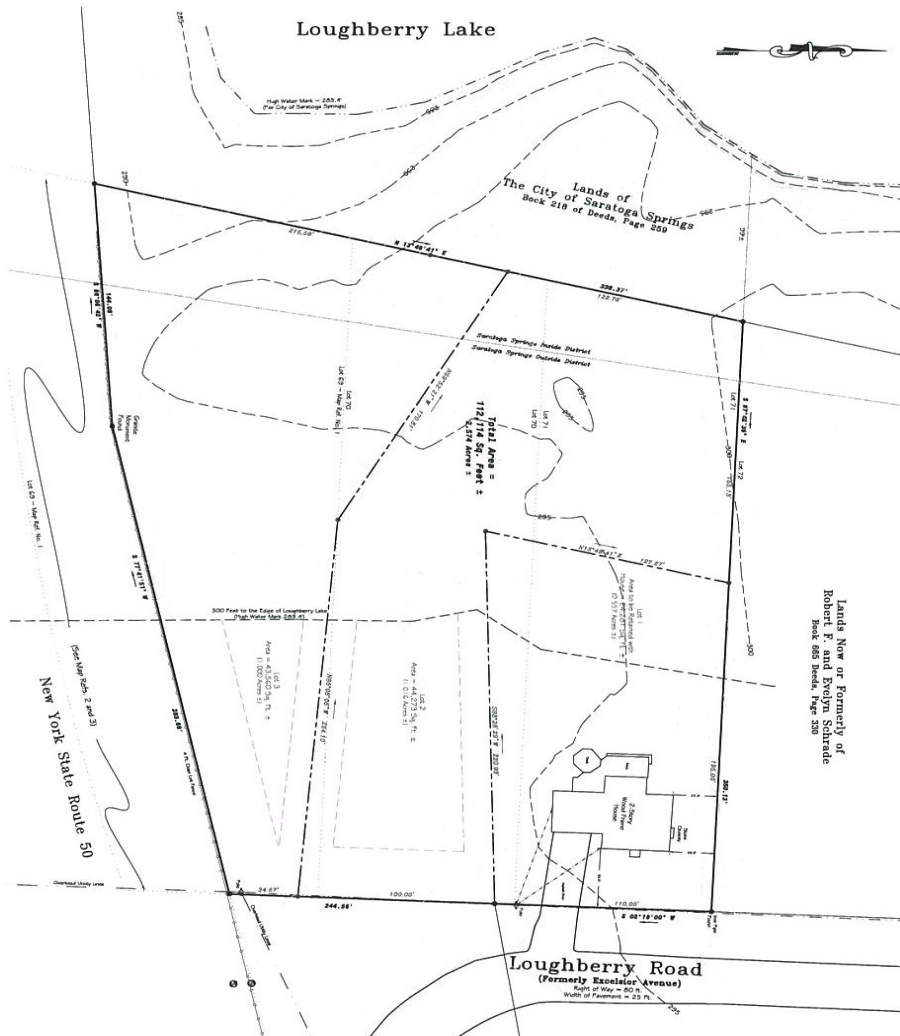
**Utility Easements** - Yes. Typical utility easements are assumed to be in place along the road frontage, but there are no other known easements that restrict the overall utility or marketability.

**Hazardous Materials or Conditions** - It is assumed that the subject site is not contaminated with hazardous waste. Further, the site was appraised as though free of any potential environmental liens. We received no environmental studies for the site, but our personal inspection revealed nothing that would indicate any environmental problems. However, if the client has concerns about environmental issues, an Environmental Site Assessment (ESA) report can be obtained from a Professional Engineer. The site is not believed to be located within a major earthquake zone.

**Conclusion - Site Description** - The subject site supports the potential uses as a large lot for residential single family, or two smaller lots used developed for residential single family use.

*\*After proposed subdivision*

UR-1		12,500 (A)
Average Width		100
Carbide:		
Front:	30	
Rear:	30	
One Side:	12	
Total Side:	30	
1 Story =	1,100	
2 Story =	800	
Max. Weight:	60	
Min. Dist. to Access Building		
Principal Entry:	5	
Front:	30	
Side:	5	
Rear:	5	
Min. X Perimeter:	30	

[illegible]

SUBJECT PHOTOGRAPHS



Subject from Route 50



Nearby Lake/Reservoir





Subject Existing House



Subject vacant side from Loughberry Road



As a foundation for estimating highest and best use as "if vacant" and "as improved," the community, neighborhood, site, building and basic principles of land use have been previously studied and analyzed.

Highest and best use may be defined as:

"The reasonably, probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."<sup>2</sup>

Highest and best use refers to the optimum use to which a property can be put. This use is subject to the following four criteria:

1. Physically possible
2. Legally permissible
3. Financially feasible
4. Maximally productive

The highest and best use conclusions reached for the subject property "as if vacant" and "as if improved," will serve as the basis from which estimates of value can be derived via the various valuation approaches. First, the highest and best use of the land as vacant will be discussed followed by the Highest and Best Use - "As Improved."

#### ***HIGHEST AND BEST USE OF LAND "AS VACANT"***

Highest and best use of the site "as vacant" is considered for two primary reasons (a) it establishes the framework for the selection of vacant land sales in the site valuation and, (b) it establishes a basis for determining obsolescence if the highest and best use "as vacant" is different than the highest and best use "as improved."

The neighborhood characteristics and location, coupled with the UR-1 zoning and supply/demand characteristics are considered.

#### **CONCLUSION -**

In conclusion, based on the physically possible, legally permissible and financially feasible uses, the highest and best use, "as vacant" is for single family use, as one larger lot or two smaller lots. While two separate residential lots may result in a higher combined price than one larger residential lot, the price of two separate lots is offset by the associated costs and time of marketing as two separate parcels and the approval application process. Therefore, the values as a larger lot versus two smaller lots are concluded to be similar.

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<sup>2</sup> The Appraisal of Real Estate, 14th Edition, p. 332-333.

***Approaches to Value***

Market value is defined as the most probable price at which a property will exchange in the open market between a willing buyer and seller. Another definition that is equally appropriate is the "present worth of future benefits." The purpose of any appraisal is to estimate a predicted price that a knowledgeable purchaser would pay, today, for the future productivity of the property. Therefore, the appraisal process is merely a method by which the present value of future productivity is determined. The analysis requisite to making accurate estimates of market value generally relies on two interdependent processes.

***Statistical Inference***

- The mathematical processing of historical market data to draw inference application to present and future market prices.

***Market Simulation***

- Involves the construction of a real estate market "model" to evaluate those factors, which will affect price levels (e.g., supply, demand, competition).

Basically, the appraisal process is an interpretation of the body of market data and the translation of market behavior into an estimation of the value of a property.

Having concluded the highest and best use of the property, we examined appropriate market data for the purpose of selecting the appropriate approach or approaches to be used in the valuation of the property (i.e., cost approach, sales comparison approach, income capitalization approach).

The sales comparison approach will be applied due to the availability of comparable sales and applicability of this approach for similar property types.

The income capitalization approach will not be applied since the subject is vacant land.

The cost approach will not be applied since the subject is vacant land.

***Introduction***

The sales comparison approach is a method of estimating market value whereby a property is compared with commensurate properties that have sold recently, or properties that are currently listed for sale. Sale prices are determined by supply and demand factors. When adequate data is available, this approach is typically one of the more accurate and reliable methods of estimating value for properties similar to the subject.

Recent sales of comparable properties are analyzed and adjusted to the subject property for significant items of variance. The differences in real property rights conveyed, financing terms, conditions of sale, market conditions (time), location, physical characteristics, land area, building area and functional utility can account for sale price variations.

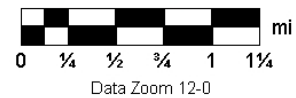
***Analysis***

Comparables have been researched from the subject market. The comparable search has focused on vacant residential lots and vacant land within the City of Saratoga Springs.

Illustrated on the following page is a summary of comparables to be used in the analysis.

Land Comparables									
Comp#	Property Address	County	Zoning	Sales Date	Sale Price	Land Area (SF)	Price/SF	Land Area (ac)	Price/Acre
1	41 Slade Rd Saratoga Springs, NY	Saratoga	RR-1	3/17/2016	\$116,500	122,839 SF	\$0.95	2.82 ac	\$41,312
2	571 Grand Ave Saratoga Springs, NY	Saratoga	RR-1	3/30/2016	\$120,000	115,434 SF	\$1.04	2.65 ac	\$45,283
3	506 Grand Ave Saratoga Springs, NY	Saratoga	RR-1	12/23/2016	\$80,000	47,916 SF	\$1.67	1.10 ac	\$72,727
4	Union Ave Saratoga Springs, NY	Saratoga	UR-1	11/24/2014	\$116,000	48,352 SF	\$2.40	1.11 ac	\$104,504
5	33 a Loughberry Lake Wilton, NY	Saratoga	R-1	8/22/2014	\$137,000	25,265 SF	\$5.42	0.58 ac	\$236,205
Averages:					\$113,900	71,961 SF	\$2.30	1.65 ac	\$100,006
<b>Subject:</b>									
	Loughberry Road Saratoga Springs, NY	Saratoga	UR-1	NA	NA	87,833 SF	NA	2.02 ac	NA

## DeLorme Street Atlas USA® 2010



**Address:** 41 Slade Rd  
**City:** Saratoga Springs **County:** Saratoga **State:** NY  
**Location:** Property located on the north west corner of Slade Rd and Grand Ave.  
**SBL Number:** 164.-1-24.21

---

**Seller:** Neal & Jennier Green  
**Seller Address:** 43 Outlook Ave, Saratoga Springs NY 12866  
**Buyer:** Jeffrey & Heather Joseph  
**Buyer Address:** 1308 Joy St, Papollion NE 68046  
**Sale Price:** \$116,500 **Sale Date:** 3/17/2016  
**Liber/Page:** 2016 / 8717

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**Verification:** MLS, Deed, Assessor's Records

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<b>Land Area (SF):</b>	122,839	<b>Price Per SF:</b>	\$0.95
<b>Land Area (Acre):</b>	2.82	<b>Price Per Acre:</b>	\$41,312
<b>Frontage (Feet):</b>	257.9	<b>Price Per FF:</b>	\$451.73

**Zoning:** RR-1

**Utilities:** Electricity

**Site Description:** Residentially zoned lot with 258 feet of road frontage.

**Remarks:**

**Sale Comments:** Arm's length transaction. Listed through RealtyUSA.

---

**Address:** 571 Grand Ave  
**City:** Saratoga Springs **County:** Saratoga **State:** NY  
**Location:** Property located on the north side of Grand Ave.  
**SBL Number:** 164.-1-26.112

---

**Seller:** Matthew Duemler  
**Seller Address:** 125 Charlton Rd, Ballston Spa NY 12020  
**Buyer:** Jesse & Kasandra Carda  
**Buyer Address:** 139 West Circular St, Saratoga Springs NY 12866  
**Sale Price:** \$120,000 **Sale Date:** 3/30/2016  
**Liber/Page:** 2016 / 10464

---

**Verification:** MLS, Deed, Assessor's Records

---

<b>Land Area (SF):</b>	115,434	<b>Price Per SF:</b>	\$1.04
<b>Land Area (Acre):</b>	2.65	<b>Price Per Acre:</b>	\$45,283
<b>Frontage (Feet):</b>	211.23	<b>Price Per FF:</b>	\$568.10

**Zoning:** RR-1  
**Utilities:** Electricity, Gas & Water

**Site Description:** Residentially zoned lot with 211 feet of street frontage.

**Remarks:**

**Sale Comments:** Arm's length transaction. Listed through Coldwell Banker Prime Properties. Originally listed for \$120,000.

---

**Address:** 506 Grand Ave  
**City:** Saratoga Springs **County:** Saratoga **State:** NY  
**Location:** Property is located on the north side of Grand Ave.  
**SBL Number:** 177.8-1-42

---

**Seller:** Expert Inspection LLC  
**Seller Address:** 51 Kent St, Ballston Spa NY 12020  
**Buyer:** Daphne Dalbey  
**Buyer Address:** 62 San Louis Rd, Gansevoort NY 12831  
**Sale Price:** \$80,000 **Sale Date:** 12/23/2016  
**Liber/Page:** 2016 / 41150

---

**Verification:** MLS, Deed

---

<b>Land Area (SF):</b> 47,916	<b>Price Per SF:</b> \$1.67
<b>Land Area (Acre):</b> 1.10	<b>Price Per Acre:</b> \$72,727
<b>Frontage (Feet):</b>	<b>Price Per FF:</b> \$0.00

**Zoning:** RR-1

**Utilities:** Water and Sewer

**Site Description:** Irregular residential lot with water and sewer.

**Remarks:**

**Sale Comments:** Arm's length transaction. Originally listed for \$89,900. Listed through Spring City Realty.

---



**Address:** Union Ave  
**City:** Saratoga Springs      **County:** Saratoga      **State:** NY  
**Location:** Property located on the north side of Union Ave.  
**SBL Number:** 179.8-1-21

---

**Seller:** Elizabeth Pratt  
**Seller Address:** 197 Oxford Rd, Kenilworth IL 60043  
**Buyer:** Matthew & Carolyn McCabe  
**Buyer Address:** 39 Piping Rock Circle, Saratoga Springs NY 12866  
**Sale Price:** \$116,000      **Sale Date:** 11/24/2014  
**Liber/Page:** 2014      / 35469

---

**Verification:** MLS, Deed, Assessor's Records

---

<b>Land Area (SF):</b>	48,352	<b>Price Per SF:</b>	\$2.40
<b>Land Area (Acre):</b>	1.11	<b>Price Per Acre:</b>	\$104,504
<b>Frontage (Feet):</b>	285	<b>Price Per FF:</b>	\$407.02

**Zoning:** UR-1  
**Utilities:** Gas and Electric

**Site Description:** Residentially zoned lot with 285 feet of road frontage and gas and electric.

**Remarks:**

**Sale Comments:** Arm's length transaction. Originally listed for \$100,000. Listed through Roohan Realty.

---

**Address:** 33 a Loughberry Lake Rd  
**City:** Wilton **County:** Saratoga **State:** NY  
**Location:** Property located on the east side of Loughberry Lake Rd.  
**SBL Number:** 153.18-1-40.2

---

**Seller:** Kevin D. Smith  
**Seller Address:** 12 Waverly Street, Potsdam NY 13676  
**Buyer:** Gregory Franzone  
**Buyer Address:** 199 Broadway, #3, Arlington, MA 02474  
**Sale Price:** \$137,000 **Sale Date:** 8/22/2014  
**Liber/Page:** 2014 / 28163

---

**Verification:** Deed, Assessor's Records, MLS

---

<b>Land Area (SF):</b>	25,265	<b>Price Per SF:</b>	\$5.42
<b>Land Area (Acre):</b>	0.58	<b>Price Per Acre:</b>	\$236,205
<b>Frontage (Feet):</b>	99.84	<b>Price Per FF:</b>	\$1,372.20

**Zoning:** R-1  
**Utilities:** Gas and Electric

**Site Description:** Irregular shaped, residential zoned lot with 112 feet of water frontage, 97 feet of road frontage on the west side and 100 feet of road frontage on the east side. Lot has gas and electric available at the street. No public sewer or water is available.

**Remarks:** Property was developed into a single family residence after sale.

**Sale Comments:** Arm's length transaction. Listed through Roohan Realty. Originally listed for \$149,000.

---

## SALES COMPARISON APPROACH

### Adjustment Grid

#### ADJUSTMENT GRID - VACANT LAND SALES

Unit of Comparison: \$/acre

Property Address:

Sale Price:

Unadjusted Price/acre:

#### CUMULATIVE ADJUSTMENTS:

Property Rights Conveyed:

Adjustment:

Adjusted Price:

Financing:

Adjustment:

Adjusted Price:

Conditions of Sale:

Adjustment:

Adjusted Price:

Market Conditions (Time)/Sale Date:

Market Conditions(Time) Adjustment:

Adjusted Price:

Unit of Comparison: Acres

Adjusted Price/acre:

#### ADDITIVE ADJUSTMENTS (%):

Location:

% Adjustment:

Zoning:

% Adjustment:

Land Area - acres:

% Adjustment:

Physical Features:

Land Use:

% Adjustment:

Net Additive Adjustments (%):

Adjusted Price/acre:

Average Adjusted Price/acre:

SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5
Loughberry Road Saratoga Springs, NY	41 Slade Rd Saratoga Springs, NY	571 Grand Ave Saratoga Springs, NY	506 Grand Ave Saratoga Springs, NY	Union Ave Saratoga Springs, NY	33 a Loughberry Lake Rd Wilton, NY
NA	\$116,500	\$120,000	\$80,000	\$116,000	\$137,000
NA	\$41,312	\$45,283	\$72,727	\$104,505	\$236,205
Fee Simple	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%
	\$116,500	\$120,000	\$80,000	\$116,000	\$137,000
Cash/Market	Cash/Market 0%	Cash/Market 0%	Cash/Market 0%	Cash/Market 0%	Cash/Market 0%
	\$116,500	\$120,000	\$80,000	\$116,000	\$137,000
Market	Market 0%	Market 0%	Market 0%	Market 0%	Market 0%
	\$116,500	\$120,000	\$80,000	\$116,000	\$137,000
NA	3/17/2016 0%	3/30/2016 0%	12/23/2016 0%	11/24/2014 0%	8/22/2014 0%
	\$116,500	\$120,000	\$80,000	\$116,000	\$137,000
	2.82	2.65	1.10	1.11	0.58
	<b>\$41,312</b>	<b>\$45,283</b>	<b>\$72,727</b>	<b>\$104,505</b>	<b>\$236,205</b>
SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5
Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Superior -15%
UR-1	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
2.02	2.82 0%	2.65 0%	1.10 -15%	1.11 -15%	0.58 -40%
Average	Similar Residential 0%	Similar Residential 0%	Similar Residential 0%	Similar Residential 0%	Inferior Residential 10%
	0%	0%	-15%	-15%	-45%
	<b>\$41,312</b>	<b>\$45,283</b>	<b>\$61,818</b>	<b>\$88,829</b>	<b>\$129,913</b>
<b>\$73,431</b>					

***Analysis of Adjustments***

Adjustments for property rights conveyed, financing, conditions of sale (motivations), and market conditions (time) were all considered but no adjustments were deemed necessary. All of the sales involved the conveyance of fee simple or equivalent leased fee property rights, typical financing terms, arm's length transactions and market conditions similar to those existing as of the date of valuation.

***Location*** – Most of the comparables are located in generally similar areas and therefore, no location adjustments are needed. Sale 5 has direct lakefront access as well as a more desirable lake view, a downward adjustment was required.

***Physical Characteristics (Condition/Age/Utility)*** – The physical characteristics of the comparables were compared to that of the subject property. The overall quality, condition and utility are analyzed. Those comparables all had similar characteristics and were not adjusted. An upward adjustment was required to Sale 5 for the lack of public water and sanitary sewer.

***Zoning*** – The zoning of the comparables were compared to that of the subject property. All comparables were zoned residentially, similar to the subject property; no adjustments are required.

***Land Area*** – Economies of scale dictate that smaller lots will typically sell for more per acre than larger lots, reflecting the unit value theory. Downward adjustments were required on Sales 3, 4 and 5 due to their smaller lot size.

***Additional Sale*** – 33 Loughberry Lake Rd, Wilton NY was sold as an improved single-family for \$270,000 in 2014 and was then listed for lease in 2015. The dwelling has subsequently been demolished and is currently under construction. The sale price along with an estimated \$20,000 demolition cost results in a total price of \$290,000. While this sale was analyzed, it was not considered in the final value reconciliation due to the original purchase motivations as an existing home and above market sale price per acre. See Addendum for sale and lease listing detail.



***Conclusion - Sales Comparison Approach***

After adjustments, the comparables indicate the following measures as central tendency:

Adjusted Range:	\$41,312/acre - \$129,913/acre
Adjusted Mean:	\$73,431/acre
Adjusted Median:	\$61,818/acre

In conclusion, some consideration is given to each of the comparables resulting in the following value conclusion.

2.02 acres @ \$66,000/acre =	\$133,320
	\$135,000 (R)

<b><i>SALES COMPARISON APPROACH VALUE:</i></b>	<b>\$135,000</b>
--	------------------

---

#### RECONCILIATION OF VALUE INDICATIONS

SALES COMPARISON APPROACH VALUE:	\$135,000
INCOME CAPITALIZATION APPROACH VALUE:	NA
COST APPROACH VALUE:	NA
<b><i>MARKET VALUE ESTIMATE:</i></b>	<b>\$135,000</b>

#### ***Conclusion***

The sales comparison approach was the sole approach used to estimate market value. Adequate market data was available to provide a reliable value estimate. The income capitalization and cost approaches were not applied due to their lesser reliability and the owner occupied vacant land nature of the subject.

- ❖ **CLIENT ENGAGEMENT LETTER**
- ❖ **SALE AND LEASE LISTING DETAIL**
- ❖ **QUALIFICATIONS OF THE APPRAISERS**

**CLIENT ENGAGEMENT LETTER**



# Purchase Order

Purchase Order # 00171173-00

Fiscal Year 2017

Page 1



## City of Saratoga Springs

474 Broadway, City Hall  
Saratoga Springs, NY 12866-2296  
Ph: 518.587.3550 Fax: 518.587.6512  
Tax Exempt # 14-6002423  
NYS ID# A-158739

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OFFICE OF MAYOR  
ROOM 9 CITY HALL  
474 BROADWAY  
SARATOGA SPRINGS, NY 12866

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OFFICE OF CITY PLANNER  
ROOM 10 CITY HALL  
474 BROADWAY  
SARATOGA SPRINGS, NY

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GAR ASSOCIATES  
2399 SWEET HOME ROAD  
AMHERST, NY 14228

Vendor Phone Number 716-691-7100		Vendor Fax Number 716-691-7770		Requisition Number		Delivery Reference			
Date Ordered 02/13/17		Vendor Number 005577		Date Required		Freight Method/Terms		Department/Location MAYOR	
Item#	Description/Part No.				Unit/Qty	Cost Each		Extended Price	
001	ORIGINAL				1.00 EACH	2500.00000		2,500.00	
	APPRAISAL VACANT LAND LOUGHBERRY LAKE ROAD A3618684-54720				2,500.00				
						PO Total		2,500.00	

NOTE: GOVERNMENT PURCHASE ORDERS MAY BE ACCEPTED IN LIEU OF EXCEPTION CERTIFICATES. THE VENDOR RETAINING A COPY TO PROVE THAT THE SALE WAS EXEMPT. THE FOLLOWING GOODS FOR USE OF THE CITY OF SARATOGA SPRINGS, FOR THIS DEPARTMENT IN ACCORDANCE WITH THE DELIVERY, TERMS, PRICES AND SPECIFICATIONS HEREIN CONTAINED.

INVOICES MUST BE PRESENTED IN DUPLICATE

*John P. French*  
AUTHORIZED SIGNATURE - COMMISSIONER OF ACCOUNTS

## **SALE AND LEASE LISTING DETAIL**


[Navigation](#) [GIS Map](#) [Tax Maps](#) | [DTF Links](#) [Assessment Info](#)
[Help](#) [Log In](#)

### Residential

[Property Info](#)
[Owner/Sales](#)
[Inventory](#)
[Improvements](#)
[Tax Info](#)
[Report](#)
[Comparables](#)

### Notes

[View Notes](#)

## Municipality of Wilton

SWIS: 415600 Tax ID: 153.18-1-40.1

### Ownership Information

Name	Address
Angelo G Calbone	20 Leaward Way Saratoga Springs NY 12866
Mary Kay Calbone	20 Leaward Way Saratoga Springs NY 12866

### Sale Information

Sale Date	Price	Property Class	Sale Type	Prior Owner
10/17/2014	\$270,000	210 - 1 Family Res	Land & Building	Smith, Kevin D
	Value Usable	Arms Length	Deed Book	Deed Page
	Yes	Yes	2014	33293

### Photographs

(Click on photo to enlarge it.)



File Photo

Photo 1 of 3






### Documents

No documents found for this parcel

### Maps

[View Tax Map](#)
[Pin Property on GIS Map](#)
[View in Google Maps](#)
[View in Bing Maps](#)
[Map Disclaimer](#)

  	MLS#: <b>201413133</b>	Area: <b>311</b>	List Price: <b>\$299,900</b>
	Status: <b>Closed (Final Sale)</b>		Orig List Price: <b>\$325,000</b>
	Map Co: <b>36dl52</b>		Sale Price: <b>\$270,000</b>
	Spec Mkt Cond: <b>No Special Conditions</b>		
Address: <b>33 LOUGHBERRY LAKE RD</b>		Zip: <b>12866</b>	
City/Town(Tax): <b>Wilton</b>		Style: <b>Cape Cod</b>	
City/Town (Mail Address): <b>Saratoga Springs</b>			
Village:		Model: <b>Cape Cod</b>	
County: <b>Saratoga</b>		School District: <b>Saratoga Springs</b>	
Locale: <b>Loughberry Lake</b>		Projected School:	
New Construction: <b>No</b>		Total Rooms: <b>7</b>	
Section: <b>153.18</b> Block: <b>1-</b> Lot: <b>40.1</b>		APN: <b>415600 153.18-1--40.1</b>	

ROOM	B	1	2	3	FRP	Basement:	Full	Roof:	Asphalt Shingle		
Living Room:		1			Fire P...	Attic:		Exterior:	Wood		
Dining Room:		1						Off St Parking:	6	Age:	53
Kitchen:		1				Laundry:		Condition:	Good	Age Desc:	Estimated
Family Room:						Garage:	0			Handicap:	No
Bedroom:		1	2			Amenities:	Bay Window, Wood Floors			Fireplaces:	1
den		1								Woodstoves:	
						Interior Features:				Acres:	0.600
Full Bath:	0	1	1	0		Exterior Features:	Porch			Lot:	100 x 285
Partial Bath:	0	0	0	0						Survey:	Yes
Kitchen Type:	Eat In					Appliances:				Total Bth:	2.0
Dining Room Type:	Formal Dining Roo...									Master Bth:	None
						Access Features:				Total BR:	3
						Lot Description:	Treed/Wooded, Privacy, View, Lake Front, Sloped			Above Gr SqFt:	1500
										AGSF Src	Owner
										AGSF Desc	Estimated
										Below GR SqFt:	

Remarks: A diamond in the Rough! A pretty cape in need of some updating....overlooks loughberry lake, property has 100 ft. lake frontage with a view....currently the 1st floor consists of an eat in kitchen, formal dining and living room and 2 bedrooms, one full bath....the 2nd floor consists of 2 bedrooms and a full bath. The hardwood floors on the 1st floor have all been refinished and are beautiful.. The 2nd floor has new carpet....In a beautiful neighborhood with little thru traffic.










Directions: Rt. 50 left to Glick rd., Left on Loughberry Lake Rd....House on right past Howe Rd.

UTILITIES		ANNUAL TAXES		OFFERING TERMS	
Heat System:	Hot Air	General:	\$ 629	HOA:	No
Heat Fuel:	Natural Gas	School:	\$ 1,584	HOA Fee:	\$
Fuel Costs:		Village:	\$		
Cooling:		Total:	\$ 2,213	HOA Period:	
Water:	Well Except Dug	Spec Assess:	\$	HOA Incl:	
	Sewer: Septic				

LO: <b>Roohan Realty</b>	Office: <b>518-587-4500</b>	Call Showing Time @ <b>800-746-9464</b> to show
LO Code: <b>311A</b>		Show:
LA1: <b>Gail C Macaloni - 518-527-0040ext. 0</b>		Sign: <b>Y</b>
LA1 Code: <b>3632</b>	<b>gmactoga@aol.com</b>	List Team:
LA2:		Owner: <b>Smith</b>
Split Comm:		Possession: <b>closing</b>
Split Comm Desc.:		Depository: <b>Adirondack Trust Co.</b>
Sub-Ag <b>0</b>	Buy Ag <b>2.5</b>	Bkr Ag <b>1.5</b>

List Date:	<b>6/25/2014</b>	Expire Date: <b>12/31/2014</b>	Sale Terms: <b>Cash</b>
Pend Date:	<b>9/29/2014</b>	Status Date: <b>11/11/2014</b>	Sell Office: <b>Roohan Realty</b>
Closed Date:	<b>11/10/2014</b>		Sell Agent 1: <b>Mara King</b>
Days On Market: <b>96</b>			Sell Agent 2:
Owner Contribution:	Branded Virtual Tour:		Unbranded Virtual Tour:
The information in this listing was gathered from third party sources including the seller and public records. ENYRMLS and its subscribers disclaim any and all representations or warranties as to the accuracy of this information.			

## Residential Rental Full Agent Display

       		MLS#: <b>201501071</b>	Area: <b>313</b>	Rental Price: <b>\$1,800</b>
		Status: <b>Lease</b>	Map Co: <b>36 DL 50</b>	Rented Price: <b>\$1,800</b>
		Address: <b>33 LOUGHBERRY LAKE RD</b>		Zip: <b>12866</b>
		City/Town (Tax): <b>Wilton</b>		
		City/Town (Mall): <b>Saratoga Springs</b>		Unit Location:
		Village: <b>Saratoga</b>	Style: <b>Detached House</b>	
County: <b>Saratoga</b>	School District: <b>Saratoga Springs</b>			
Locale: <b>Loughberry</b>	Projected School:			

ROOM	B	1	2	3	Unit Features:	<b>Cable Hook-Up, Porch, Water View</b>	Garage:	<b>0</b>	Handicap:	<b>No</b>
Living Room:		<b>1</b>			Appliances:	<b>Range w/Oven, Refrigerator, Dishwasher, Washer &amp; Dryer</b>	Date Avail:	<b>1/19/2015</b>	Off St Parking:	<b>4</b>
Dining Room:	<b>DIN</b>	<b>1</b>			Owner Furnishes:	<b>Water &amp; Sewer</b>	Deposit:	<b>2months</b>	Pets:	<b>YES</b>
Kitchen:		<b>1</b>					Dep. Feat.	<b>Security Deposit, 1st Month Deposit, Last Month</b>		
Bedroom:		<b>2</b>	<b>2</b>		Furnished:	<b>No</b>	Cooling:	<b>None</b>	Condition:	<b>Excellent</b>
Full Bath:		<b>0</b>	<b>1</b>	<b>1</b>	Heat System:	<b>Hot Air</b>	Rent Period:	<b>Per Month</b>	Laundry:	<b>Washer &amp; Dryer</b>
Partial Bath:		<b>0</b>	<b>0</b>	<b>0</b>	Heat Fuel:	<b>Natural Gas</b>	Age (NOT Year Built)	<b>50</b>		
Other Rms:					Duration:	<b>6-Month, Year</b>				
Kitchen Type:	<b>Eat In</b>									
Remarks:	<b>Nice Cape with good light, hardwood floors, and a view of Loughberry Lake. Close to town in a quiet wooded setting. Freshly painted throughout. Can be short term or 1 year. Brick fireplace in the living room. Ready for occupancy now.</b>									Total Bedrooms: <b>4</b> Total Baths: <b>2.0</b> Total Fireplaces: <b>1</b> Total Woodstoves: <b>0</b>
Directions:	<b>Rt 50 N toward Mall left onto Gick Rd Immediate left onto Loughberry Lake RD</b>									

LO:	<b>Roohan Realty</b>	Office: <b>518-587-4500</b>	<b>Call Showing Time @ 800-746-9464 to show</b>	
LO Code:	<b>311A</b>		Show:	<b>Lockbox, Agent to Accompany</b>
LA1:	<b>Mara King</b>	<b>518-587-4500ext. 0</b>	Owner:	<b>Angelo and Kate Calbone</b>
LA1 Code:	<b>3537</b>	<b>marakingrr@gmail.com</b>	Owner 2:	
LA2:				
SA1:	<b>Mara King</b>	Rented Remarks:		
	<b>Roohan Realty</b>			
List Team:			Split Commission:	
			Split Comm Desc.:	
			Sub-Ag <b>0</b>	Buy Ag <b>10%</b>
				Bkr Ag <b>0</b>

List Date:	<b>1/19/2015</b>	Rented Date:	<b>1/31/2016</b>	Expire Date:	<b>7/19/2015</b>	Status Date:	<b>2/17/2015</b>
Virtual Tour:							

This information is deemed reliable, but not guaranteed.

## **QUALIFICATIONS OF THE APPRAISERS**

**GAR ASSOCIATES LLC  
APPRAISAL QUALIFICATIONS OF:  
DAVID BARNETT**

**PRESENT OCCUPATION:**

Mr. Barnett has been a full-time real estate appraiser and consultant with GAR Associates LLC since 2003, with offices at 632 Plank Rd, Clifton Park, New York. Mr. Barnett divides his time between government projects (valuation and revaluation) and commercial real estate appraisals.

**EDUCATION:**

State University of New York at Fredonia  
Bachelor of Science in Business Administration  
Management Information Systems

**APPRAISAL COURSES/SEMINARS ATTENDED AND SUCCESSFULLY COMPLETED:**

Mr. Barnett has attended numerous courses and seminars, most of which were provided through the Appraisal Institute, pertaining to many aspects of real estate and business valuation, and consulting between 2004 and the present. The courses included the required curriculum of both the Appraisal Institute and New York State required for the New York State General Appraiser Certification.

Continuing education courses have included standards of professional appraisal practice and business practice & ethics on a routine basis. Some of the seminar topics included business practice, discounted cash flow analysis, forecasting revenues and operating expenses related to income property valuation, green building architecture and standards, and numerous others.

**CERTIFICATIONS:**

New York State Certified General Real Estate Appraiser - Certificate No. 46-50315

**SUPERVISORY APPRAISER:**

Mr. Barnett is approved as a qualified supervisory appraiser by the New York State Department of State.

**MEMBERSHIP AFFILIATION:**

Dual candidate for Designation through the Appraisal Institute, SRA & MAI

**PROFESSIONAL TERRITORY COVERED:**

Mr. Barnett has appraised property throughout New York State, including the Counties of Albany, Schenectady, Saratoga, Rensselaer, Washington, Columbia, Erie, Nassau, Oneida, Orange, Ulster, Niagara, Chautauqua, Chemung, Genesee, Monroe, Warren, Wayne and Essex, Chittenden County in Vermont.

**PROPERTY TYPES APPRAISED:**

Appraisal work includes a wide range of vacant land, improved commercial, office, retail, industrial, mixed-use, single and multi-family residential property types. Also performs various duties including data collection, sales verification, analysis, valuation modeling and senior management tasks related to mass appraisal projects. For the past 8 years, Mr. Barnett has managed all Assessment and Government Services projects and serves as lead valuation analyst for all property types.

**APPRAISAL QUALIFICATIONS OF:  
DAVID BARNETT**  
(continue)

**PARTICIPATED IN MARKET ANALYSIS and APPRAISAL PROJECTS FOR:**

HUD Lenders  
Private Developers/Owners  
Government Agencies  
Tax Credit Syndicators

**WORK EFFORTS – MULTIPLE FAMILY HOUSING:**

GAR Associates Market Analysis division has grown out of an increased need for market studies and consulting for newly developed housing projects. On an annual basis, GAR Associates completes between 70 and 100 market studies and appraisals in conjunction with a wide variety of multiple family housing including:

- Proposed developments using Low-Income Housing Tax Credits.
- Market studies in conjunction with proposed market rate housing projects.
- Senior specific as well as family developments.
- Market studies required under the HUD MAP guidelines.
- Market analysis and market studies required in order to support HUD Section 236 Decoupling efforts.
- Real estate appraisals for all types of multi-family and residential housing.

**CLIENTS:**

Clients include a variety of lending institutions, mortgage brokers, municipalities, government agencies, attorneys and private users.

**MASS APPRAISAL PROJECTS COMPLETED:**

City of Batavia, Genesee Co., NY  
City of Lockport, Niagara Co., NY  
Town of Lockport, Niagara Co., NY  
Town of French Creek, Chautauqua Co., NY  
Town of Mina, Chautauqua Co., NY  
Town of Sherman, Chautauqua Co., NY  
City of Jamestown, Chautauqua Co., NY  
Town of Ellicottville, Cattaraugus Co., NY  
Town of Stillwater, Saratoga Co., NY  
Town of Malta, Saratoga Co., NY  
Town of Rotterdam, Schenectady Co., NY  
Town of Niskayuna, Schenectady Co., NY  
Town of Cicero, Onondaga Co., NY  
City of Corning, Steuben Co., NY  
Town of Bethlehem, Albany Co., NY  
City of Kingston, Ulster Co., NY  
Town of Gallatin, Columbia Co., NY  
Town of Stuyvesant, Columbia Co., NY  
City of Hudson, Columbia Co., NY  
City of Troy, Rensselaer Co., NY  
Town of East Greenbush, Rensselaer Co., NY  
Town of Schodack, Rensselaer Co., NY  
Town of Sand Lake, Rensselaer Co., NY  
Town of Clarence, Erie Co., NY  
Town of Amherst, Erie Co., NY  
Town of Mamaroneck, Westchester Co., NY

**GAR ASSOCIATES LLC**



**APPRAISAL QUALIFICATIONS OF:  
DAVID BARNETT**  
(continue)

**WORK EFFORTS – MULTIPLE FAMILY HOUSING:**

Recent work efforts undertaken pertaining to a variety of multiple family and senior specific housing projects are outlined below:

<b><u>Location:</u></b>	<b><u>Type of Project</u></b>	<b><u>Report Type</u></b>
New Windsor, Orange Co., NY	Tax Credit Senior	Market Study/ Appraisal
Wallkill, Orange Co., NY	Tax Credit Family/Special Needs	Market Study/ Appraisal
Troy, Renssalaer Co., NY	HUD 236/Tax Credit Senior	Market Study/ Appraisal
Newark, Wayne Co., NY	Market Study Special Needs	Market Study
Cohoes, Albany Co., NY	Tax Credit Family/HUD Section 8	Market Study/ Appraisal
Glenmont, Albany Co., NY	Tax Credit Senior	Market Study
Watervliet, Albany Co., NY	HUD 236	Rent Comp Study
Woodstock, Ulster Co., NY	Tax Credit Family/ Tax Credit Senior	Market Study
Hempstead, Nassau Co., NY	Tax Credit Senior	Market Study
Hudson Falls, Washington Co., NY	Tax Credit Senior	Market Study
Troy, Renssalaer Co., NY	Market Value	Appraisal
Colonie, Albany Co., NY	Impact Analysis	Market Study
Halfmoon, Saratoga Co., NY	Tax Credit Senior	Market Study
New Hartford, Oneida Co., NY	Market Value	Appraisal
Hoosick, Renssalaer Co., NY	Market Support	Market Study
Essex, Chittenango Co., VT	Tax Credit Family	Appraisal
Warwick, Orange Co., NY	Tax Credit Senior	Market Study
Buffalo, Erie Co., NY	Tax Credit Family	Appraisal
Clifton Park, Saratoga Co., NY	Tax Credit Family/Market Rate	Appraisal

UNIQUE ID NUMBER

46000050315

*State of New York*  
*Department of State*

**DIVISION OF LICENSING SERVICES**

FOR OFFICE USE ONLY

Control  
No.

93639

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE  
EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE

MO.	DAY	YR.
08	26	16

BARNETT DAVID M  
C/D GAR ASSOCIATES INC  
632 PLANK RD STE 203  
CLIFTON PARK, NY 12065

EXPIRATION DATE

MO.	DAY	YR.
08	25	18

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A  
R. E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused  
its official seal to be hereunto affixed.

**ROSSANA ROSADO**  
**SECRETARY OF STATE**

**GAR ASSOCIATES @7**  
**APPRAISAL QUALIFICATIONS OF RONALD J. RUBINO, MAI**



**PRESENT OCCUPATION:**

Mr. Rubino is an owner and President of the Commercial Division and is a full-time real estate appraiser and consultant with GAR Associates LLC at 2399 Sweet Home Road, Amherst, New York. He specializes in a wide variety of valuation and consulting assignments throughout mainly New York State. Mr. Rubino is qualified as an expert with extensive experience in tax certiorari and other valuation proceedings.

**EDUCATION:**

State University of New York at Buffalo  
Bachelor of Science - Business Administration  
Concentrations in Accounting and Finance

Williamsville South High School

**PROFESSIONAL EXAMS COMPLETED:**

Appraisal Institute's Comprehensive Exam - February 1991, Toronto, Ontario

New York State's Department of Transportation General Real Estate Appraisers Examination - 1989, Buffalo, New York.

New York State General Certification Exam - 1991, Buffalo, New York

**PROFESSIONAL DESIGNATION:**

MAI Awarded by the Appraisal Institute

**CERTIFICATIONS:**

New York State Certified General Real Estate Appraiser - Certificate No. 46-4421

**EXPERT WITNESS**

Mr. Rubino testified as an expert witness in the New York State Supreme Court, and Erie County Surrogates Court. Mr. Rubino has also prepared litigation appraisals for the United States Department of Justice and New York State Court of Claims and has also appeared before the City of Buffalo's Assessment Review Board.

**APPRAISAL INSTITUTE PAST PRESIDENT**

Mr. Rubino served as president of the Appraisal Institute's Western New York - Ontario Chapter in 1995, 2000 and 2002.

**APPROVED INSTRUCTOR**

Mr. Rubino is an approved seminar instructor with both the Appraisal Institute and the New York State Department of States Appraisal Division. Mr. Rubino has conducted seminars for the Appraisal Institute, Erie County Bar Association, the University of Buffalo Law School and the International Association of Assessing Officers (IAAO).

**GAR ASSOCIATES @7**  
**APPRAISAL QUALIFICATIONS OF RONALD J. RUBINO, MAI**  
Page 2

**APPRAISAL COURSES AND SEMINARS ATTENDED:**

Mr. Rubino has attended numerous courses and seminars, most of which were provided through the Appraisal Institute, pertaining to many aspects of real estate and business valuation, and consulting between 1986 and the present. The courses included the required curriculum of both the Appraisal Institute and New York State required for the MAI designation and New York State general certification.

Continuing education courses have included standards of professional appraisal practice and business practice & ethics on a routine basis. Some of the seminar topics included business practice, valuation of detrimental conditions, timber valuation, easements/ encroachments, discounted cash flow analysis, income property valuation, comprehensive appraisal examination workshop, Marshall & Swift Cost Valuation and numerous others.

**CLIENTS:**

Clients include a variety of banks, credit unions, other lending institutions, mortgage brokers, municipalities, assessors, government agencies, U.S. Department of Justice, the U.S. General Services Administration, the New York State Department of Transportation (Buffalo & Rochester regions), developers, attorneys and private users.

Some municipal clients include the cities of Buffalo, Rochester, Niagara Falls, North Tonawanda, Lockport, Dunkirk, Jamestown, Olean and Batavia. Some of the towns serviced include Amherst, Cheektowaga, Tonawanda, Clarence, Hamburg and Lockport.

Other regional and state clients include the New York State Department of Transportation, New York State Office of Parks Recreation and Historic Preservation, Niagara Frontier Transportation Authority (NFTA), Erie County, Monroe County and Chautauqua County.

Utility companies serviced include National Fuel, National Grid, Niagara Mohawk, Erie County Water Authority and Verizon.

**TYPES OF VALUE APPRAISED:**

Market, going-concern, business, insurable, liquidation, use, assessment and go-dark.

**INTENDED USES OF APPRAISAL AND CONSULTING SERVICES:**

Financing, acquisition, disposition, liquidation, tax assessment, estate, divorce, partnership, mass valuation, condemnation, market rent and impact studies from adverse conditions. Condemnation appraisals have been prepared in a number of communities and major highways including Transit Road, Niagara Falls Boulevard, Millersport Highway, Route 219 and Route 60.

**GAR ASSOCIATES @7**  
**APPRAISAL QUALIFICATIONS OF RONALD J. RUBINO, MAI**  
Page 3

**PROPERTY TYPES APPRAISED:**

**Retail:**

Regional malls, power centers, "big box" retail stores, supermarkets, "net lease" and national chain pharmacies

**Restaurant:**

Fast food, family, national chain, drive-in

**Office/Banks:**

Downtown high-rise, suburban Class A (Geico Headquarters – Amherst, Bank of America Facility – Amherst, Ingram Micro– Amherst), post offices, branch banks and bank headquarters

**Medical Office:**

Suburban Class A, single-user, multi-tenant

**Vehicle-Related:**

Auto Dealerships, auto service, car washes

**Industrial:**

Industrial and light industrial, food processing, research and development and heavy manufacturing including Bethlehem Steel, Republic Steel, Dunkirk Steel and American Axle

**Warehouses:**

Single-user and multi-tenant including mega warehouses, cold storage and truck terminals.

**Air Cargo:**

Including Buffalo-Niagara International Airport and Rochester International Airport

**Hotel:**

Downtown, suburban, airport, new construction

**Apartments:**

Conventional, low-income

**Condominiums:**

Residential, office, industrial and retail

**Other:**

Mobile home parks, campgrounds, nursing homes, senior housing, athletic fields, churches, convents, cinemas, schools, libraries, veterinary clinics, day care centers, gas stations, tennis centers, ice rinks (including Pepsi Center), bowling alleys, golf courses, country clubs, ski resorts, race tracks, parking garages, parking lots, lumber yards, marinas, airports, amusement parks, vacant residential, vacant multi-family, vacant commercial, vacant agricultural, vacant industrial, residential subdivisions, commercial subdivisions, industrial subdivisions, grain elevators, farms, horse farms, orchards, muckland and vineyards

**Waterfront:**

Improved and vacant land on lakes Erie, Ontario, Chautauqua, Canandaigua, Keuka, Niagara River, Genesee River, Oswego River and St. Lawrence River

**Contaminated Properties:**

Including Bethlehem Steel, LTV Steel, Hanna Furnace, Chenengo Steel, Tift Nature Preserve and Cherry Farm sites

**GAR ASSOCIATES @7**  
**APPRAISAL QUALIFICATIONS OF RONALD J. RUBINO, MAI**  
Page 4

**IMPACT STUDIES:**

Impact studies and analyses have been prepared analyzing potential diminution in value and stigma associated with an adverse environmental condition or non-conforming property use. Some of the studies included the following:

- Proposed "big box" retail on a residential neighborhood
- Landfill on a residential neighborhood
- Railroad on a residential neighborhood
- Wind farm on a residential and rural neighborhood
- Gas station on a residential neighborhood
- Industrial on a waterfront residential neighborhood
- Great Lakes coal conveyor for power plant on residential neighborhood

**TERRITORIES APPRAISED IN:**

Mr. Rubino has prepared appraisal and consulting services across all of New York State including the Western New York, Finger Lakes, Central, Southern-Tier, Northern, Mohawk Valley, Capital District, Hudson Valley and Downstate Regions of New York State along with western Pennsylvania and northeastern Ohio. These regions include the cities of Buffalo, Niagara Falls, Lockport, Albion, Medina, Lackawanna, Rochester, Syracuse, Utica, Gloversville, Johnstown, Little Falls, Cobleskill, Herkimer, Mohawk, Albany, Schenectady, Glens Falls, Queensbury, Lake George, Saratoga, Ticonderoga, Watertown, Messina, Malone, Ogdensburg, Plattsburgh, Dunkirk, Jamestown, Lockport, Warsaw, Batavia, Cortland, Ithaca, Elmira, Binghamton, Poughkeepsie, Newburgh, Erie Pennsylvania, Pittsburgh Pennsylvania, Cleveland Ohio and Akron Ohio.



**APPRAISAL  
INSTITUTE**

## MEMBERSHIP CERTIFICATE

*This Certifies That*

*Ronald Rubino*

*has been admitted to membership as an*

**MAI Member 9349**

*in the Appraisal Institute and is  
entitled to all the rights and privileges of membership  
subject only to the limiting conditions set forth from time to time  
in the Bylaws and Regulations of the Appraisal Institute.*

*In Witness Whereof, the Board of Directors of the Appraisal Institute has  
authorized this certificate to be signed in its behalf by the President, and the  
Corporate Seal to be hereunto affixed on this 9th day of April, 1992.*



*Patricia J Marshall*

PRESIDENT

THIS CERTIFICATE IS THE PROPERTY OF THE APPRAISAL INSTITUTE AND MUST BE RETURNED TO THE SECRETARY UPON TERMINATION OF MEMBERSHIP.  
THE MAI DESIGNATION WAS CONFERRED BY THE AMERICAN INSTITUTE OF REAL ESTATE APPRAISERS AND IS SUBJECT TO ITS LIMITING CONDITIONS.



UNIQUE ID NUMBER

46000004421

State of New York  
Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY

Control  
No.

89112

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE  
EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

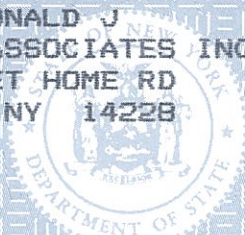
EFFECTIVE DATE

MO. DAY YR.  
03 01 16

EXPIRATION DATE

MO. DAY YR.  
02 28 18

RUBINO RONALD J  
C/O GAR ASSOCIATES INC  
2399 SWEET HOME RD  
AMHERST, NY 14228



HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A  
R. E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused  
its official seal to be hereunto affixed.

CESAR A. PERALES  
SECRETARY OF STATE



# CLEAN VEHICLES & INFRASTRUCTURE



Office of  
Climate Change

## 2016 Rebates for Municipalities

A total of \$3,000,000 will be distributed during this cycle to municipalities for eligible purchase or leasing of clean vehicles, and eligible infrastructure projects which support public use of clean vehicles. The primary purpose of a rebate-eligible facility must be the public charging or fueling of clean vehicles.

### Clean Vehicles

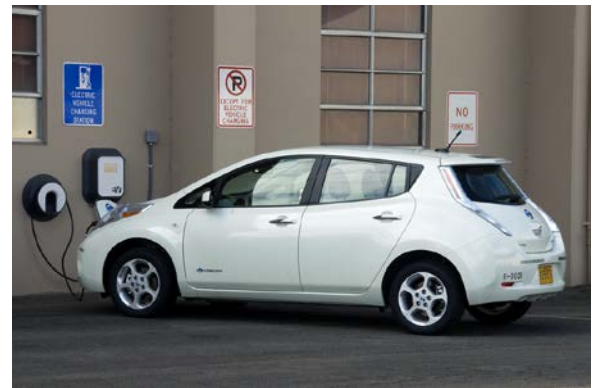
**Total Available.** Up to a total of \$750,000 will be available for rebates for clean vehicle purchases or leases.

**Vehicle Eligibility.** An eligible clean vehicle is propelled at least in part by an electric motor drawing electricity from a battery (including plug-in hybrid electric vehicles) with at least four kWh capacity and which can be recharged from an external source of electricity or from a hydrogen fuel cell.

**Maximum Rebate.** Rebates up to \$5,000 per vehicle will be issued toward the cost of an eligible clean vehicle, taking into consideration the electric range of the vehicle.

**Maximum per Municipality.** No more than 50% of the available funding in this category (\$375,000) will be awarded to any one municipality.

**Eligible Costs.** Eligible clean vehicle purchase costs are those costs incurred on or after April 1, 2016 by a municipality to own, or to lease for at least 36 months, a new eligible clean vehicle for its fleet.



### Infrastructure

**Overview.** A 20% local match (of the rebate amount) is required in both subcategories below. All infrastructure applications must pass a series of eligibility criteria followed by a review of technical criteria, in which a minimum score of 70 points must be accumulated to remain eligible for a rebate.

#### Electric Vehicle Supply Equipment (EVSE)

**Total Available.** Up to a total of \$1,250,000 will be available to municipalities for EVSE infrastructure for public use.

**Infrastructure Eligibility.** An eligible infrastructure project is any facility that is used primarily for the public charging and/or fueling of vehicles.

**Maximum Rebate.** Rebates of up to \$250,000 per facility will be issued toward the cost of eligible infrastructure projects which support the deployment of clean vehicles.

**Maximum per Municipality.** No more than 50% of the available funding in this category (\$625,000) will be awarded to any one municipality.

**Eligible Costs.** Eligible costs include all costs incurred during the contract term by a municipality to install an eligible facility (excluding a building and its structural components) for providing Level 2 networked EVSE with at least one SAE J1772 standard port, or providing charging stations that offer DC Fast Charging service through both a CHAdeMO and SAE combo connector port.

**Cost Effectiveness.** New York State will award rebates for EVSE up \$8,000 per port, and for DC Fast Charge infrastructure up to \$32,000 per pedestal. The applicant will be responsible for any additional costs per port or per pedestal.

## Hydrogen Fuel Cell

**Total Available.** Up to a total of \$1,000,000 will be available to municipalities for hydrogen fuel cell infrastructure for public use.

**Infrastructure Eligibility.** An eligible infrastructure project is any facility that is used primarily for the public charging and/or fueling of vehicles.

**Maximum Rebate.** Rebates of up to \$250,000 per facility will be issued toward the cost of eligible infrastructure projects which support the deployment of clean vehicles.

**Maximum per Municipality.** No more than 75% of the funding available in this category (\$750,000) will be awarded to any one municipality.

**Eligible Costs.** Eligible costs include all costs incurred during the contract term by a municipality to install or contribute to installation of an eligible facility (excluding a building and its structural components) for refueling hydrogen fuel cell vehicles.

## Additional Information

**Important Dates.** After December 31, 2016, any remaining funds in any rebate category will be pooled and will be available for projects in all rebate categories on a first come-first served basis for projects meeting all applicable selection criteria, until all funds are exhausted, or until March 31, 2017, at which time no more applications will be accepted under this round.

**Climate Change Mitigation Easement.** For infrastructure projects, if the project site is not owned by the applicant municipality, the municipality shall obtain a climate change mitigation easement from the owner of the property pursuant to Environmental Conservation Law (ECL) §54-1513. Climate change mitigation easements shall be enforced as conservation easements are enforced in section ECL §49-0305.

## How to Apply

**Request for Applications.** The 2016 Request for Applications is available through the New York State Grants Gateway at <https://grantsgateway.ny.gov>. If you do not already have access credentials to apply for grant opportunities, note that a Grants Gateway Registration form must be signed, notarized and mailed to Gateway Administrators in order to request registration.

### CONTACT INFORMATION

#### Nancy Welsh

Climate Policy Analyst, Office of Climate Change

#### New York State Department of Environmental Conservation

625 Broadway, 9<sup>th</sup> floor

Albany, NY 12233-1030

P: (518) 402-8448 | F: (518) 402-9021 | [ZEVrebate@dec.ny.gov](mailto:ZEVrebate@dec.ny.gov)

[www.dec.ny.gov](http://www.dec.ny.gov)



**Department of  
Environmental  
Conservation**

## **2016 Zero-Emission Vehicle (ZEV) and Infrastructure Municipal Rebate Program**

**Environmental Protection Fund – Climate Smart Communities**

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### **2016 Zero-Emission Vehicle (ZEV) and Infrastructure Municipal Rebate Grant Funding Categories:**

**1. 2016 Zero-Emission Vehicle (ZEV) Clean Vehicle (Purchase or Lease):**

Apply in the NYS Grants Gateway under Grant Opportunity ID: DEC01-ZEVCV-2016

**2. 2016 Zero-Emission Vehicle (ZEV) Clean Vehicle Infrastructure (Electric Vehicle Supply Equipment and/or Hydrogen Fuel Cell):**

Apply in the NYS Grants Gateway under Grant Opportunity ID: DEC01-ZEVIN-2016

Complete applications must be submitted through the New York State Grants Gateway Grant Opportunity Portal (<https://grantsgateway.ny.gov>) by **3:00 PM on March 31, 2017**.

No hand-delivered, facsimile, mailed, or e-mailed applications will be accepted.

<b>IMPORTANT INFORMATION FOR APPLICANTS</b>
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## **I. NYS GRANTS REFORM**

The State of New York launched a web-based grants management system, Grants Gateway, in 2013 to improve the way grants are administered by the state. The Grants Gateway allows organizations to browse, search and review anticipated and available grants opportunities. Before applying for a grant municipal applicants must register in the Grants Gateway. Once municipalities are registered in the Grants Gateway, they must set-up respective administrative roles in the Gateway to begin the development of an application.

For instructions on how to register for the Grants Gateway visit: <https://grantsgateway.ny.gov>

### **GRANTS GATEWAY REGISTRATION AND PREQUALIFICATION**

All NYS grant applicants must be registered in the NYS Grants Gateway to be eligible to:

- Apply for a NYS grant opportunity.
- Enter into a grant contract, amend an existing contract, or a letter of agreement.
- Apply for future grant payments.

In addition to registering, all not-for-profit organizations must also complete the Vendor Prequalification process in the Grants Gateway to be considered eligible to apply for any available grant opportunity. Government entities and public authorities are currently not required to complete the Vendor Prequalification Process.

### **CREATING ROLES IN THE GRANTS GATEWAY SYSTEM**

Once your organization is registered and prequalified in the Grants Gateway, the user with the delegated administrator role must create additional roles to initiate, complete and submit the application in the Grants Gateway. Refer to Section 4.2 of the “Grantee User Guide” located on the Grants Reform website at <http://grantsreform.ny.gov> for instructions on creating user roles in the Grants Gateway system. This step MUST be completed to submit an application in the Grants Gateway. It is imperative the delegated administrator set-up user roles for ‘Grantee’ and ‘Grantee Contract Signatory’.

Registration information, including a video tutorial, is available on the Grants Reform website at <http://grantsreform.ny.gov>

### **GRANTS GATEWAY REGISTRATION INSTRUCTIONS**

Registration is NOT an online process. Register now to allow time for processing!!

- 1.) On the Grants Reform Website at <http://grantsreform.ny.gov> download a copy of the Registration Form for Administrator.
- 2.) Complete the form according to the instructions provided. You must sign and notarize the completed form.
- 3.) Mail the signed and notarized original form to: NYS Grants Reform, 99 Washington Avenue, Room 1530, Albany, NY 12210-2814.
- 4.) After the form is received and reviewed, you will be provided with a username and password allowing you to access the Grants Gateway.
- 5.) Log into the Grants Gateway at <https://grantsgateway.ny.gov>. You will be prompted to change your password at the bottom of your profile page. Enter a new password and click the SAVE button located on the top, right-hand side of the page.

If you have previously registered and do not know your username, please email [grantsgateway@its.ny.gov](mailto:grantsgateway@its.ny.gov). If you do not know your password, **PLEASE CLICK THE ‘forgot password’** link from the main log in page and follow the prompts.

**2016 Zero-Emission Vehicle (ZEV) and Infrastructure  
Municipal Rebate Program  
Environmental Protection Fund – Climate Smart Communities**

**Request for Applications (RFA)**

**Available Funding: Up to \$3 million from the NYS Environmental Protection Fund**

**Description**

In 2015, the Governor and the Energy Planning Board released the latest State Energy Plan, which includes an inventory of New York State’s greenhouse gases, targets to reduce these emissions 40% by 2030 and 80% by 2050, and a description of the State’s approach. Governor Cuomo also signed the Under 2 MOU in 2015, which commits the State to work on preventing an increase in global temperature of more than 2°C, and to report on progress towards meeting the greenhouse gas emission targets. Emissions from New York’s transportation sector amount to 35% of the State’s total greenhouse gas emissions, and is the largest source ahead of heating for buildings (30%) and electricity generation (18%).

In addition to this Request for Applications (RFA), through Governor Cuomo’s leadership, New York is advancing other opportunities for state and municipal governments to address transportation sector emissions, including an aggregated procurement of plug-in hybrid electric vehicles (PHEVs), and an upcoming consumer rebate program for eligible purchases of zero emission and electric vehicles to be offered through New York State Energy Research and Development Authority.

A total of \$3,000,000 is available for this grant cycle. The municipal rebate program has available funding for the following grant categories: 1) purchase or leasing of clean vehicles, and 2) facility infrastructure projects which support public use of clean vehicles. The primary purpose of a rebate-eligible facility must be the public charging and/or fueling of clean vehicles.

<b>Funding Category</b>	<b>Total available funding per category</b>	<b>Max. rebate amount</b>	<b>Max. amount per municipality</b>	<b>Match per project</b>	<b>Grant/rebate amount per project</b>
1. Clean Vehicles Purchase or Leasing	\$750,000	\$5,000 per vehicle	\$375,000	n/a	Grant amount up to rebate limits
2. (a) Electric Vehicle Supply Equipment Infrastructure	\$1,250,000	\$250,000 per facility	\$625,000	20% of grant amount	Up to \$8000 per port (EVSE) or up to \$32,000 per pedestal (DC Fast Charge)
2. (b) Hydrogen Fuel Cell Infrastructure	\$1,000,000	\$250,000 per facility	\$750,000	20% of grant amount	Grant amount up to rebate limits

Each funding category (1 & 2) identified above has its own separate application in the NYS Grants Gateway. Applicants must pay particular attention when developing their on-line application in the Grants Gateway to ensure the correct application is developed and submitted under the funding

category for which grant funding is requested. Please make sure you are working in the correct application.

For general information and questions, please contact the New York State Department of Environmental Conservation, Office of Climate Change, 625 Broadway, Albany, NY 12233-1030, 518-402-8448, [ZEVrebate@dec.ny.gov](mailto:ZEVrebate@dec.ny.gov). Questions and answers will be posted in the Grants Gateway for all applicants to view.

### Eligible Applicants

Eligible applicants are counties, cities, towns, and villages of the State of New York.

### Eligible Rebate Categories

Rebates are available in the following categories:

#### ***1. Clean Vehicle Purchase – Grants Gateway Application No.: DEC01-ZEVCV-2016***

Clean vehicle rebates are available to municipalities that purchased or leased, and placed into municipal service, one or more eligible vehicles on or after April 1, 2016. Up to a total<sup>1</sup> of \$750,000 will initially be available for rebates for eligible clean vehicle purchases or leases, with no more than 50% of this available funding (\$375,000) awarded to any one municipality. Rebates of **up to \$5,000 per vehicle** will be issued toward the cost of an eligible clean vehicle, depending on the electric range of the vehicle (see below table). An eligible clean vehicle<sup>2</sup> is propelled at least in part by an electric motor drawing electricity from a battery (including plug-in hybrid electric vehicles) with at least four kWh capacity and which can be recharged from an external source of electricity or from a hydrogen fuel cell. Applicants will be required to provide the following vehicle information, for each new vehicle, in their Grants Gateway application: vehicle model including the VIN number, vehicle specifications including electric range, and documentation of the purchase and/or lease date(s). Applications that do not include this required information will be disqualified from funding.

Clean Vehicle Application Limit: A municipality may not submit more than two Clean Vehicle applications. Each application should include the total number of vehicles purchased and/or leased and the respective funding amount requested.

Eligible clean vehicle purchase costs are those costs incurred by a municipality to own, or to lease for at least 36 months, a new eligible clean vehicle for its fleet.

Electric Range	Municipal Rebate
10-50 miles	\$2,500
50+ miles	\$5,000

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<sup>1</sup> After December 31, 2016, any remaining funds in any rebate category will be pooled and will be available for projects in all rebate categories on a first come-first served basis for projects meeting all applicable selection criteria, until all funds are exhausted, or until March 31, 2017, at which time no more applications will be accepted under this round.

<sup>2</sup> In addition, an eligible vehicle has four wheels; was manufactured for use primarily on public streets, roads and highways; has a powertrain that has not been modified from the original manufacturer's specifications; is rated at not more than 8500 pounds gross vehicle weight; and has a maximum speed capability of at least 55 mph.

Clean vehicle rebate grant amounts will be awarded to municipalities based on the earliest date an eligible application is received in the Grants Gateway (aka first come-first serve basis).

	Clean Vehicle Purchase/Lease Criterion	
Eligibility Criteria	Vehicle is an eligible clean vehicle as defined by ECL §54-1521(1)(c).	Pass/Fail
	Vehicle was purchased or leased on or after April 1, 2016 and placed into municipal service.	
	If leased, the term of the lease is no less than 36 months.	

## 2. Clean Vehicle Infrastructure – Grants Gateway Application No.: DEC01-ZEVIN-2016

Clean Vehicle Infrastructure rebates are available to municipalities in the following two subcategories listed below, in an amount of **not to exceed \$250,000 per facility**, toward the cost of eligible infrastructure projects which support the deployment of clean vehicles. An eligible infrastructure project is any facility<sup>3</sup> that is used primarily for the public charging and/or fueling of vehicles which meet the eligible vehicle definition.

Facility Infrastructure Application Limit: A municipality must submit a separate application for each facility location where infrastructure will be installed.

Eligible Rebate Costs: Eligible costs include personal services (salary and fringe), non-personal services (contractual, materials, equipment, and other direct project related costs). Infrastructure costs eligible for rebate must be incurred by the applicant within the period/term of a resulting contract.

Ineligible Rebate Costs: Ineligible costs include travel, fund-raising, salaries of elected officials, taxes, overhead or indirect costs (with the exception of electricity provided for charging, and EVSE networking fees/subscriptions), and land acquisition costs. Infrastructure costs incurred by the municipality prior to the term of a resulting contract are not eligible for reimbursement.

Match Requirement: A twenty percent (20%) local match on the rebate (grant award amount) is required for both of the infrastructure subcategories described below. Private investment in facility development will be considered as a source of eligible match. Land acquisition costs cannot be supported using the rebate funds, however, the current fair market value of the property on which a facility is installed may be used as municipal match for the rebate. Costs paid from other state and/or federal funding sources are not considered to be an eligible source of match funds.

### a. Electric Vehicle Charging (Subcategory Information)

Up to a total<sup>4</sup> of \$1,250,000 will be available for Electric Vehicle Supply Equipment (EVSE) infrastructure, with no more than 50% of this total (\$625,000) awarded to any one municipality.

<sup>3</sup> Defined as a single location within a municipality that can be identified using institutional or commercial boundaries (e.g., an airport, a park, a mall) at which public charging or refueling infrastructure for one or more vehicles is proposed.

<sup>4</sup> After December 31, 2016, any remaining funds in any rebate category will be pooled and will be available for projects in all rebate categories on a first come-first served basis for projects meeting all applicable selection criteria, until all funds are exhausted, or until March 31, 2017, at which time no more applications will be accepted under this round.



Eligible costs include personal service and non-personal service costs incurred **by a municipality** to install an eligible electric vehicle charging facility (excluding a building and its structural components) for providing Level 2 networked Electric Vehicle Supply Equipment (EVSE) with at least one SAE J1772 standard port, or providing charging stations that offer DC Fast Charging service through both a CHAdeMO and SAE combo connector port. This includes but is not limited to the purchase of materials, hardware and software, and labor in conducting site work, trenching, paving, wiring, installation of protective features such as wheel stops and bollards, and/or installation of hardware and software related to facility operation. Up to two years of charging and/or operations costs, such as networking fees/subscriptions, will also be considered eligible for a rebate (for electric vehicle charging only), if a long-term operations and maintenance plan for the facility is submitted at the time of application.

In order to ensure cost effectiveness, New York State will award rebate amounts for EVSE up to 80% of an estimated baseline cost for eligible infrastructure, which, for EVSE, is \$10,000 per port (\$8,000 per port rebate), and for DC Fast Charge infrastructure, is \$40,000 per pedestal (\$32,000 per pedestal rebate). The municipality will be responsible for any additional costs per port or per pedestal.

***b. Hydrogen Fuel Cell (Subcategory Information)***

Up to a total<sup>5</sup> of \$1,000,000 will be available for hydrogen fuel cell infrastructure, with no more than 75% of this total (\$750,000) awarded to any one municipality.

Eligible costs include personal service and non-personal service costs incurred **by a municipality** to install or contribute to installation of an eligible facility (excluding a building and its structural components) for refueling hydrogen fuel cell vehicles, including but not limited to the purchase of materials, equipment, and hardware; labor in conducting civil engineering and site preparation work, trenching, paving, wiring, installation of security and protective features such as fencing, wheel stops and bollards; and/or electrical grid integration and/or installation of on-site energy storage.

In order to be eligible to receive an infrastructure rebate grant award **in either infrastructure subcategory**, an application must pass a series of eligibility criteria. If an application passes all the pass/fail criteria, then the proposed facility application will be reviewed for technical criteria, and a minimum average score of at least 70 points must be accumulated to be eligible for a rebate (grant award) (see table on the following page).

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<sup>5</sup> After December 31, 2016, any remaining funds in any rebate category will be pooled and will be available for projects in all rebate categories on a first come-first served basis for projects meeting all applicable selection criteria, until all funds are exhausted, or until March 31, 2017, at which time no more applications will be accepted under this round.

	<b>Clean Vehicle Infrastructure Criterion</b>	
<b>Eligibility Criteria</b>	Facility conforms to the description of eligible clean vehicle infrastructure outlined in the Request for Applications	<b>Pass/Fail</b>
	Site is municipally owned, or applicant has certified that a climate change mitigation easement per ECL §54-1513 will be executed with the property owner	
	Site is publicly accessible and applicant demonstrates that the primary purpose of the facility is public charging and/or fueling of clean vehicles	
	Partner agreements (if applicable) are documented	
	Match of at least 20% (on the rebate grant amount) has been identified and is available	
	Facility usage and emissions reduction data monitoring and reporting plan prepared	
<b>If eligible, then...</b>	<b>Criterion</b>	<b>Points Available</b>
<b>Technical Criteria</b>	Location has been identified as part of a municipal strategy to increase clean vehicle use or reduce greenhouse gas emissions locally or regionally	60
	Location is close to popular destinations, including but not limited to places of employment, downtowns, or transportation hubs	30
	Site characteristics promote ease of installation and operation	30
	Permits and approvals have been secured	20
	Facility uses renewable energy	20
	Applicant has a long-term operations and maintenance plan for facility, including the cost structure for charging (if applicable)	15
	Facility could be expanded or renovated to add more charging facilities, additional fuel types, or faster charging in the future	15
	Facility could be converted to cleaner fuel or electricity source in the future (e.g., electrolysis for hydrogen production)	15
	Applicant is providing more than 20% match	10
	Applicant has developed a marketing plan to promote use of the facility	10
	Applicant can demonstrate public interest in and support for the project	10
	Applicant is a registered or Certified Climate Smart Community	10
	Total available points is 245	
	<b>Minimum Additional Points Needed</b> (any combination of the above)	<b>70</b>

### Department of Environmental Conservation Oversight

The Department of Environmental Conservation reserves the right to:

- Award additional and available funding for scored and ranked projects consistent with this grant opportunity.

- Award an agreement for any or all parts of the RFA in accordance with the method of award, or withdraw the RFA at any time at the Department's sole discretion.
- Award only one application for funding in the event there are multiple application submissions for a single project or for pieces of a single project.
- Award to the next eligible application that meets all necessary criteria in the event a funding recipient fails to negotiate a grant contract with the Department within 60 - 90 days of a grant award.
- Monitor the progress of all funding awards and withdraw funding if the grantee fails to make significant and timely progress on the project, or fails to receive the necessary permissions and permits for the project.
- Not to fund projects that are determined not to be consistent with NYS's Smart Growth Public Infrastructure Policy Act.

### **Multi-Partner and Inter-Municipal Projects**

If a proposed project involves a cooperative agreement or partners, only one eligible, designated lead municipal applicant can develop and submit the on-line application for grant funding. The lead applicant must assume the responsibility for the project application, performance of work consistent with this RFA, and the State of New York Master Contract for Grants or Letter of Agreement. Letters substantiating the collaboration from each partner are required, if applicable. These letters are to be uploaded to the Grants Gateway in a single pdf file.

### **Method of Award**

Clean Vehicle and Clean Vehicle Infrastructure rebate grant applications received by December 31, 2016, will be selected to receive grant funding based on the earliest date an application is received in the Grants Gateway (first come-first serve basis) and providing the application meets all pass/fail criteria outlined in this RFA (infrastructure projects must also receive a final average score of at least 70 points to be determined eligible for funding), or until the total available funding within the respective funding category has been reached.

After December 31, 2016, all grant funding that remains available from any rebate category and subcategory will be pooled and project awards will be made based on the earliest date an application was received in the Grants Gateway, regardless of the project category or subcategory. Rebate grants will be awarded until all available funding is exhausted, or until March 31, 2017, at which time no more applications will be accepted under this grant cycle.

### **Notification of Award**

Applicants selected to receive a grant award will be notified by the Department in both an email and in an official Department award letter. The Grants Gateway will also notify the municipality of a resulting contract award.

### **Monitoring and Reporting Plan (applicable only to Clean Vehicle Infrastructure subcategories)**

If an award is received, the Contractor shall provide data for the duration of the two-year contract term on the use of the installed facility and an estimate of the greenhouse gas emissions reductions achieved to the Department as part of its regular reporting pursuant to the Master Contract for Grants or Department Letter of Agreement. For EVSE infrastructure projects, the Contractor shall issue a log-in ID with viewing (not administrative) rights to the Department for collection of charging and other data.

### **Smart Growth Infrastructure Policy Act (applicable only to Clean Vehicle Infrastructure subcategories)**

New York State's Smart Growth Public Infrastructure Policy Act (Act), Environmental Conservation Law Article 6, requires the Department and all State infrastructure agencies to assess whether each public infrastructure project that receives state funding is consistent with the State Smart Growth Public Infrastructure criteria specified in the Act, or that compliance is considered to be impractical, before making any commitment to fund such project(s).

In the Grants Gateway pre-submission upload section of the application, applicants applying in the infrastructure category must download, complete and save the Smart Growth Assessment form, prior to uploading the completed form back into the Grants Gateway. Important note: Be sure to check the assessment form after uploading into the Grants Gateway to ensure the correct file is uploaded, and that the form is completed as required.

### **Climate Change Mitigation Easement (applicable only to Clean Vehicle Infrastructure subcategories)**

For infrastructure projects, if the project site is not owned by the applicant municipality, the municipality shall obtain a climate change mitigation easement from the owner of the property pursuant to [Environmental Conservation Law \(ECL\) §54-1513](#). Climate change mitigation easements shall be enforced in the manner described for all conservation easements in [ECL §49-0305](#). The municipality shall develop, execute, and file with the appropriate County clerk's office the climate change mitigation easement, which must ensure that:

- The property shall be accessible to the municipality for any necessary work to achieve the funded purpose throughout the anticipated life of the project;
- The property shall provide the identified public benefit, *e.g.*, publicly accessible clean vehicle charging or fueling, throughout the anticipated life of the project;
- The property shall be used to achieve climate protection and mitigation goals pursuant to [ECL Article 54 Title 15](#) "Climate Smart Community Projects," *e.g.*, reduction of greenhouse gas emissions from municipal and community transportation, throughout the anticipated life of the project.
- The property owner shall provide information and data to the municipality, or will provide access to the municipality for collection of data, as specified in the rebate contract.
- A minimum ten year term for the easement to adequately reflect the useful life of both subcategory types of infrastructure.

### **State of New York Master Contract for Grants (MCG)**

Applicants selected to receive a grant award will be required to execute a MCG for awards greater than \$10,000 or a Letter of Agreement (LOA) for awards \$10,000 and below **within 60 - 90 days** from the date of their award notification. Failure to submit timely required MCG documents could cause a grantee to lose their grant award. Applicants should review and be prepared to comply with all MCG terms and conditions should grant funding be awarded. The MCG and attachments can be reviewed and/or downloaded on from the Grants Gateway. The MCG and attachments include:

- MCG Grants Face Page
- Standard Terms and Conditions (*NYS standard terms and conditions*)

- Attachment A-1 Program Specific Terms and Conditions (*Agency and Program specific terms and conditions*)
- Attachment B-1 Expenditure Based Budget (*project expense categories and detail*)
- Attachment C Work Plan (*project objectives, tasks and performance measures*)
- Attachment D Payment and Reporting Schedule (*claims for reimbursement and grant reporting provisions*)

**Important Note:** Infrastructure project related costs must be incurred within the term of the MCG or Letter of Agreement to be considered eligible for reimbursement or match. Applicants for clean vehicle rebates may have incurred eligible costs by purchasing or leasing, and placing into municipal service, one or more vehicles on or after April 1, 2016. Contract payments will not be approved or processed by the Department until a MCG, or LOA is fully approved by the Department, and as applicable the Attorney General and the State Comptroller. All infrastructure project contracts must be approved by the contract start date of which will be determined at the time of an official award.

### **Project Time Periods/Terms**

All projects must have defined objectives, tasks, and deliverables accounted for in performance measures that can be completed and invoiced within a **two-year contract period/term**. Applicants for infrastructure rebate should not begin their projects or incur costs until a MCG or LOA has been fully approved by the Department, and if applicable approved by the Attorney General and the State Comptroller. Time extensions beyond the contract term end date will be determined by the Department based upon written justification from the Grantee. Applicants should not submit an application if they do not anticipate their project can be completed within the specified contract term.

Applicants applying for clean vehicle rebates **MUST** have purchased or leased, and placed into municipal service, one or more eligible clean vehicles on or after April 1, 2016.

### **Insurance Requirements**

Contractors will be required to carry appropriate insurance as specified in the MGC Attachment A-1 Program Specific Terms and Conditions, and agree that each project consultant, project contractor and project subcontractor secures and delivers to the contractor appropriate policies of insurance issued by an insurance company licensed to do business in the State of New York. Policies must name the Contractor as an additional insured, with appropriate limits, covering contractor's public liability and property damage insurance, contractor's contingency liability insurance, "all-risk" insurance and workers compensation/disability coverage for the project.

### **Permit Requirements (if applicable)**

Contractors agree to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

### **State Environmental Quality Review (SEQR) Documentation**

With respect to the project, the Contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has

notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

### **Vendor Responsibility Questionnaire**

Not-For-Profit contractors and/or subcontractors are subject to a vendor responsibility review by the State to ensure public dollars are being spent appropriately with responsible contractors. A vendor responsibility review may include a contractor and/or subcontractor to present evidence of its continuing legal authority to do business in NYS, integrity, experience, ability, prior performance, and organizational and financial capacity. To enroll in and use the NYS VendRep System, see the VendRep System instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) , or go directly to the VendRep System at <https://portal.osc.state.ny.us>.

### **Iran Divestment Act**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. By entering into a Contract, the Contractor certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additional detail on the Iran Divestment Act can be found in the MCG, Attachment A-1 Program Specific Terms and Conditions.

### **Americans with Disabilities Act**

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas <https://www.access-board.gov/guidelines-and-standards> .

### **Payment and Reporting Requirements**

Municipalities are not eligible to receive advance payments under State Finance Law. Project costs eligible for reimbursement must be incurred between the MCG term start and end dates. The costs of eligible vehicles purchased or leased on or after April 1, 2016, and placed into municipal service, are eligible for a rebate. For infrastructure, costs incurred prior to the MCG term start date or after the MCG term end date will not be considered eligible for grant reimbursement or match. Copies of supporting cost documentation (paid invoices, receipts, cancelled checks, etc.) must be audited and approved by the Department for costs to be eligible for grant reimbursement.

Quarterly MCG payment reimbursement requests will be accepted prior to submission of a final closeout reimbursement request. Approved project design, required permits and landowner permissions must be in place to submit a reimbursement request.

Quarterly Narrative Reports must be submitted in narrative form, no later than 30 days from the end of the quarter. The reports will summarize how the project progressed towards meeting project objectives and deliverables during the quarter.

Quarterly Expenditure Reports, detailed by object of expense as defined in the MCG Attachment B-1 Expenditure Based Budget, must accompany the quarterly Narrative Reports, no later than 30 days from the end of the quarter. These reports must correlate to subsequent vouchers submitted for payment.

Final Report must be submitted and approved by the Department prior to the release of the final contract payment to the Grantee. The Contract must submit the Final Report no later than 60 days after the end of the contract period. The Final Report should report on all aspects of the program and detail how the use of grant funds were utilized in achieving the goals set forth in the approved MCG Attachment C Work Plan. Copies of appropriate documents (i.e. inventory and/or management plan) must be submitted and approved by the Department.

A Department on-site inspection may be required to confirm all work was completed in accordance to the approved project work plan.

### **Procurement of Contractors/Subcontractors**

Municipalities must comply with General Municipal Law Sections 103 (competitive bidding) and 104-b (procurement policies and procedures). Failure to comply with these requirements could jeopardize full reimbursement of your approved eligible project costs.

### **Minority/Women Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) Requirements**

The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

- Applicants subject to executing a future NYS Master Contract for Grants agree, in addition to any other nondiscrimination provision of the MCG and at no additional cost to the Department, to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- Failure to comply with M/WBE and EEO requirements may result in a Department finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages or enforcement proceedings.
- Please refer to the NYS Master Contract for Grants - Article IV.(J) and Attachment A-1 Program Specific Terms and Conditions - Article X, to review M/WBE and EEO requirements. Required M/WBE and EEO related forms can be found at <http://www.dec.ny.gov/about/48854.html>.



- The local government is responsible for designating someone to serve as their Affirmative Action representative. The governing body should make this designation through official means.
- A list of certified M/WBE enterprises can be obtained via the internet from the NYS Department of Economic Development at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=9885>.
- Contracts which meet the established M/WBE-EEO thresholds require the Contractor to submit Quarterly Reports, [http://www.dec.ny.gov/docs/administration\\_pdf/quarterly.pdf](http://www.dec.ny.gov/docs/administration_pdf/quarterly.pdf), detailing payments made by the Prime Contractor to NYS Certified M/WBEs.
- The following M/WBE-EEO “Fair Share” goals are established as follows:

**Minority and Women Owned Business Enterprise (MWBE) Overall Participation Goals:**

Construction/Engineering – 30%

Commodities – 30%

Services/Technologies – 30%

**Equal Employment Opportunity (EEO) Participation Goals:**

EEO Minority Workforce Participation Goals (DEC Regions 1- 9) – 10%

EEO Female Workforce Participation Goals (DEC Regions 1-9) – 10%

DEC M/WBE Contact Person: Carla Leubner, Compliance Specialist  
 NYSDEC Bureau of Contract and Grant Development/MWBE Program  
 625 Broadway, 10th Floor  
 Albany, New York 12233-5028  
 Phone: (518) 402-9240  
 Fax: (518) 402-9023

**ADDITIONAL APPLICATION REQUIREMENTS/INFORMATION**

Please be sure to complete in the Grants Gateway application the following required information:

**Expenditure Based Budget (mandatory completion in the Grants Gateway)**

Applicants are required to complete an expenditure budget in the Grants Gateway. The budget must provide details of the proposed project-related expenses. Eligible and ineligible costs are identified in this grant opportunity. A project’s reasonableness of costs is an evaluation factor in the scoring of the application; therefore, attention to budgetary accuracy and detail will increase your application’s score.

**Work Plan (mandatory completion in the Grants Gateway)**

Applicants are required to complete a work plan in the Grants Gateway. The work plan must provide a clear overview of project objectives, tasks associated with meeting each objective, and the project outcome or deliverables accounted for in performance measures. The work plan should include anticipated time frames in meeting the proposed project objectives, tasks and deliverables (i.e. Spring, Summer, Fall, Winter).

**Note:** A Work Plan Worksheet is provided in the Grants Gateway (under Pre-submission uploads) as a tool to help applicants organize their proposed project objectives, tasks, and performance measures. The Work Plan Worksheet should NOT be uploaded back into the Grants Gateway. The worksheet is intended to better assist applicants in developing their application work plan in the Grants Gateway.

All projects must comply with the Uniform Fire Prevention and Building Code, the State Labor Law, and the Workers' Compensation Law and any other applicable State, Federal or Local laws



**Signage**

For infrastructure projects, the contractor shall install signage on-site that identifies the site as a clean vehicle charging/refueling facility; promotes public use of the facility; and acknowledges rebate funding from the Department of Environmental Conservation through Title 15 of the New York State Environmental Protection Fund. Signage developed for use at a rebate-funded facility shall be subject to review and approval by the Department prior to installation.

## CITY OF SARATOGA SPRINGS - VOUCHER

474 Broadway Saratoga Springs, NY 12866

2016

DEPARTMENT # 1000

DEPARTMENT Mayor

VENDOR # 5577

VENDOR NAME GAR ASSOCIATES

REMIT ADDRESS: 2399 SWEET HOME ROAD, AMHERST, NY 14228

PO# CCM 3/7/17

FINAL

PARTIAL

INVOICE # and ACCOUNT #		ORG	OBJECT	PROJECT	\$ AMOUNT
1008316	A3011424	54110		\$1.66	
		54120		\$8.27	
		54760		\$118.08	
	A3011214	54110		\$1,136.86	
		54120		\$134.35	
		54540		\$176.13	
		54610		\$83.34	
		54740		\$167.48	
	A3618684	54740		\$219.67	
	A3113624	54110		\$134.02	
		54120		\$70.26	
		54510		\$249.88	
RECEIVED BY:			TOTAL	\$2,500.00	

I certify the articles or services were necessary and for sole use of City; have been received in good condition or properly performed.

Department Head or Deputy

Date

This claim is approved from the appropriation indicated above.

Audited, i.e. this purchase is in conformity  
with appropriate standards and procedures.

Commissioner of Finance

Date

Commissioner of Accounts

PAYEE CERTIFICATION: I certify that the above is just, true and correct, that no part thereof has been paid except as stated and that the balance is actually due and owing and that taxes from which state is exempt are excluded.

Vendor's Signature

Date

Signature required for all vendors who cannot supply an invoice.

**GAR Associates LLC**

Real Estate Appraisers and Consultants

2399 Sweet Home Road

Amherst, New York 14228

(716) 691-7100 Fax No. (716) 691-7770

www.garappraisal.com

**ACCOUNTING COPY****INVOICE GR 1008316**

Client ID CCSS0200

**To:** MICHELLE GROCE  
CITY OF SARATOGA SPRINGS  
MR. JOSEPH J. OGDEN, DEPUTY MAYOR  
474 BROADWAY  
SARATOGA SPRINGS, NY 12866

**Date:** October 3, 2016

GAR Fed Tax ID: 81-0825346

JOB #	DESCRIPTION
2016512	<p>REAL ESTATE APPRAISAL of 100 GEYSER ROAD SARATOGA SPRINGS, NY</p> <p>EM 1/11/17 michelle.groce@ saratoga-springs.org 518-693-4002</p> <p>1/25/17 left message 1/26/17 Michelle called - 518 587-3550 x 2516 ? pd 10/6/16 CK# 189131 ? A3011424-54720 invoice # 1008103</p> <p><b>Fee:</b> \$2,500.00 <b>Sales Tax:</b> \$0.00 <b>Retainer Amt.:</b> \$0.00 <b>Prior Amt. Inv'd:</b> \$0.00 <b>Fee Billed this Invoice:</b> \$2,500.00</p> <p>Thank you for your business. We do expect payment within 30 days, so please process this invoice within that time. There will be a 1.5% interest charge per month on late invoices.</p>



**GAR Associates, LLC**

2399 Sweet Home Rd.  
Amherst, NY 14228

February 15, 2017

City of Saratoga Springs  
Mr. Joseph J. Ogden, Deputy Mayor  
474 Broadway  
Saratoga Springs, NY 12866

Dear Mr. Ogden:

Although we have contacted Michelle Groce about the outstanding balance on your account, we still have not received payment.

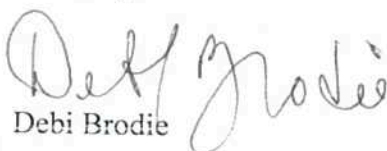
You have an outstanding balance on:

INV 1008316 for \$ 2,500 dated 10/3/16..

If you have already sent payment in full, we ask that you call and let us know. Otherwise, please call me to discuss what you plan to do to settle your account.

Thank you for your prompt attention to this matter.

Sincerely,

  
Debi Brodie

GAR Associates, LLC  
2399 Sweet Home Rd.  
Amherst, NY 14228  
(716) 691-7100 x3029

RECEIVED

FEB 22 2016

MAYOR

RECEIVED

FEB 24 2016

MAYOR'S OFFICE



## City of Saratoga Springs, NY Contract

City Project Number: RFP 2017-02 City Project Name: Land Use Board Legal Council  
City Department: Mayor (OPED) Department Contact Person: Bradley Birge City Ext. 2515  
Company Name: Miller, Mannix, Schachner & Hafner, LLC (MMSH)  
Company Address: 15 West Notre Dame Street, Glens Falls, NY 12801  
Company Telephone No.: (518) 793-6611 Company Fax No.: (518) 793-6690  
Vendor and/or Service Provider Primary Contact: Mark Schachner Title: Principal Attorney  
Primary Contact Email: mschachner@mmshlaw.com  
Service to be Provided: Land Use Board (and general as needed) legal counsel  
Remit Name (If different from above): Kerry Miller  
Remit Address: 15 West Notre Dame Street, Glens Falls, NY 12801

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for M M S H, the Vendor and/or Service Provider submitted proposals dated 02/07/2017 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 12/31/2017. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$21,000 at a rate of \$210 per hour, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Mark Schachner. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:  
  
To the City: Mayor/Commissioner of, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
To Vendor and/or Service Provider: Mark Schachner, 15 West Notre Dame Street, Glens Falls, NY 12801
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--/VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For **projects whose total value is between Zero and \$100,000:**
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For **projects whose total value is between \$100,000 and \$500,000:**
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For **projects whose total value is between \$500,000 and \$1,000,000:**
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of **professional services:**
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
  - **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.



15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

**City Certification:** In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

**Vendor and/or Service Provider Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**City of Saratoga Springs' Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** Joanne Yepsen **Title:** Mayor **City Council Approval Date:** \_\_\_\_\_



**MILLER, MANNIX, SCHACHNER & HAFNER, LLC**  
**ATTORNEYS AT LAW**

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Michael J. Hill, Of Counsel

**CONFIDENTIAL**

February 7, 2017

City of Saratoga Springs  
Department of Accounts  
474 Broadway  
Saratoga Springs, NY 12866

Re: Proposal for Legal Services for the City of Saratoga Springs Land Use Boards

Dear City Officials and Accounts Department:

Thank you for the opportunity to present our qualifications for the position of Legal Counsel for the City of Saratoga Springs Land Use Boards. We are a general practice firm with offices in Round Lake and Glens Falls consisting of five principal attorneys, one associate attorney, one "of counsel" attorney and two paralegals. For the last approximately thirty years, we have developed an extensive practice representing local municipalities, particularly involving land use, planning and zoning matters. We have found that these issues have become much more important over the last several years as municipalities strive to encourage smart growth. Most importantly, we have represented and advised the City's Land Use Boards for almost a dozen years and we believe we have done so successfully and efficiently.

We pride ourselves on accessibility and we are always available for telephone and individual conferences. We are available to attend any and all City Land Use Board meetings and workshops subject, of course, to appropriate notice of special meetings.

We believe we offer a combination of attributes not available from other candidates. Our extensive planning and zoning practice means that you will never be paying us to learn things that we should already know. We return phone calls immediately and are always available for consultation whenever needed. We approach issues in a fair, reasonable and responsible manner, seeking solutions to problems rather than complications or confrontation. We already have an excellent working relationship with the City's Planning Board, Zoning Board of Appeals, Design Review Commission and the City's skilled Planning Staff.



PRINTED ON RECYCLED PAPER

We have a long history of successfully representing and guiding governmental Land Use Boards through their decision-making efforts. We have extensive experience in the preparation of draft Land Use Board decisions and Resolutions and providing legal advice on applications before Land Use Boards. Compliance with environmental laws, especially SEQRA, is foremost among our firm's areas of expertise.

We have been involved in numerous matters presenting similar legal issues to those facing the Saratoga Springs City Land Use Boards and have successfully defended dozens of Article 78 Proceedings. However, in general we strongly believe that part of our role is to assist the City in trying to avoid litigation by making proper decisions in a lawful manner in the first place. We take this responsibility very seriously.

We will assign our attorneys Mark Schachner and Justin Grassi to be primarily responsible for rendering professional legal services. Resumes of these attorneys are enclosed and each resume includes professional municipal representation experience relevant to the City.

As with most law firms, we charge for our services in accordance with hourly rates and the time spent working on various matters. Although our rates range up to and sometimes exceed \$250 per hour, we will work for the City at hourly rates not exceeding \$210. Unlike most firms, we do not charge for travel time to City Hall or for any "office expenses" (telephone, copying, faxing, etc.). Our rates are neither the highest nor the lowest available for legal representation, but many find that our fees are ultimately the most reasonable due to our enhanced efficiency resulting from our extensive experience.

We have literally dozens of municipal references and have attached a list, including contact information, of some of them.

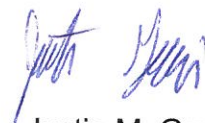
We would be pleased to provide you with any additional information you wish or further discuss our qualifications and experience. Thank you for your consideration for this important position.

Very truly yours,

MILLER, MANNIX, SCHACHNER & HAFNER, LLC



Mark Schachner



Justin M. Grassi



**MARK SCHACHNER**  
MILLER, MANNIX, SCHACHNER & HAFNER, LLC  
15 West Notre Dame Street  
Glens Falls, NY 12801  
(518) 793-6611

## **EMPLOYMENT**

### **MILLER, MANNIX, SCHACHNER & HAFNER, LLC; Glens Falls, New York**

Principal Attorney. Concentrating in Municipal Law, Environmental Law, Land Use and Zoning Matters (1985-Present)

Associate Attorney. Engaged in General Practice, including Corporate Law, Litigation, Criminal Law and Environmental Law (1982-1985)

### **SKIDMORE COLLEGE; Saratoga Springs, New York**

Adjunct Lecturer  
Environmental Studies Program - ES 351 - Environmental Legal Issues (2002-Present)

### **COREN & HORAN; Brookline, Massachusetts**

Law Clerk. Involved in Tort and Contract Law including Personal Injury Litigation (1980-1982)

### **MASSACHUSETTS PUBLIC DEFENDERS OFFICE; Boston, Massachusetts**

Student Public Defender. Criminal Defense Representation of Indigents in Municipal District Court (1981-1982)

### **GREATER BOSTON LEGAL SERVICES; Boston, Massachusetts**

Student Attorney. General Civil Representation of Indigent Clients in Consumer Protection, Social Security and Landlord/Tenant Matters (1980-1981)

### **CONSERVATION LAW FOUNDATION OF RHODE ISLAND; Providence, Rhode Island**

Paralegal and Program Administrator. Environmental Public Interest Organization (1978-1979)

### **VIOLET ROSIN & GROSSMAN; Providence, Rhode Island**

Paralegal. (1977-1978)

Tennis Professional. Various Locations (1973-1980)

Mr. Schachner was selected as one of four Upstate New York Government/Cities/ Municipalities "Super Lawyers" in 2009; the only attorney in our area to receive this designation.



## EDUCATION

### **BOSTON UNIVERSITY SCHOOL OF LAW - Juris Doctor**

Edward F. Hennessy Scholar (Top 25% of 3d year class)  
American Jurisprudence and Harold M. Linsky Awards in Professional Responsibility  
National Moot Court Team - 1<sup>st</sup> Place, New England

### **BROWN UNIVERSITY - Bachelor of Arts**

Independent Concentration: Responsiveness of the American Legal System

## PUBLICATIONS

Article: "The Complete Application/Public Participation SEQRA Review Conundrum for Local Land Use Boards", New York Zoning Law and Practice Report, Thomson/West, July/August 2009

Article: "Open Meetings Law 'Puzzlers' for Local Municipalities", Government, Law & Policy Journal, New York State Bar Association, Spring 2009

Article: "Open Government in Planning and Zoning Decision-Making", New York Zoning Law and Practice Report, Thomson/West, November/December 2005

Book Chapter: "Environmental Law - New York State Environmental Quality Review Act (SEQRA)", Pitfalls of Practice, New York State Bar Association, 1993 and 2002

Treatise Section: "Procedures Under SEQRA for Solid and Hazardous Waste Facilities", New York Environmental Law Series: Waste and Hazardous Materials, Lawyers Cooperative Publishing, 1996 (co-author with Jeffrey Friedland)

Article: "SEQRA Cooperative Agreements Prevent Needless Delays", The New York Environmental Law Report, Lawyers Cooperative Publishing, January 1996

Article: "New Law Helps Zoning Board of Appeals to Clarify Variances", Capital District Business Review, April 20, 1992

## ADMISSION JURISDICTIONS

Commonwealth of Massachusetts

State of New York

United States District Court for the Northern District of New York

United States District Court for the Southern District of New York

United States Court of Appeals for the Second Circuit

## MEMBERSHIPS

American Bar Association

New York State Bar Association (Municipal Law Section, Environmental Law Section - Executive Committee Member 1987 - 2003)

Warren County Bar Association (Former Member - Board of Directors)

New York Planning Federation

Town of Queensbury Recreation Commission (Commissioner 1993 - 2001)

Feeder Canal Alliance (Former Member - Board of Directors)

Glen Lake Park, Inc. (Vice-President, Board of Directors)

Mark Schachner is the senior principal attorney of MILLER, MANNIX, SCHACHNER & HAFNER, LLC in Glens Falls and Round Lake. While the firm maintains a general practice of law, Mr. Schachner's efforts are concentrated in the areas of municipal, environmental, land use and planning/zoning law. In Saratoga County, Mr. Schachner and his colleagues represent the Towns of Corinth, Greenfield, Providence and Wilton, serve as Planning/Zoning Counsel for the Town of Malta and the City of Saratoga Springs and are Counsel to the Saratoga County Water Authority.

Mr. Schachner is a graduate of Brown University and Boston University School of Law. He is author of the chapter entitled "Environmental Law - New York State Environmental Quality Review Act ("SEQRA")" in the book Pitfalls of Practice published by the New York State Bar Association and several articles on Open Government and Ethical Issues in Planning and Zoning. Mr. Schachner has lectured about municipal, environmental, planning and zoning law matters at numerous seminars throughout the State and is a Member of the Board of Directors of the New York Planning Federation.

**MARK SCHACHNER**  
MILLER, MANNIX, SCHACHNER & HAFNER, LLC  
15 West Notre Dame Street  
Glens Falls, NY 12801  
(518) 793-6611

**PUBLIC LECTURES, PRESENTATIONS & WORKSHOPS**

160. "Proper Use Of Alternate Members Of Planning Boards and Zoning Boards Of Appeals"; Saratoga County Planning and Zoning Conference 2017 - Saratoga Springs, NY (January 25, 2017)
159. "Motions, Criteria and Decision-Making Guidelines"; Saratoga County Planning and Zoning Conference 2017 - Saratoga Springs, NY (January 25, 2017)
158. "Motions, Criteria and Decision-Making Guidelines"; Northern Warren County Planning and Zoning Training Workshop - Chestertown, NY (November 30, 2016)
157. "Ethical Considerations In Planning and Zoning Decision-Making"; New York Planning Federation and Association of Towns - Latham, NY (August 3, 2016)
156. "Ethics Training Workshop"; Wilton, NY (April 20, 2016)
155. "Basics Of Zoning Board Of Appeals Decision-Making"; New York Planning Federation Planning and Zoning Conference - Saratoga Springs, NY (April 18, 2016)
154. "Ethical Considerations In Planning and Zoning Decision-Making"; Adirondack Park Local Government Day - Lake Placid, NY (April 14, 2016)
153. "Guidelines For Ethical and Proper Land Use Decision-Making"; City Of Saratoga Springs Joint Land Use Boards Workshop Planning Board, Zoning Board Of Appeals and Design Review Commission - Saratoga Springs, NY (March 31, 2016)
152. "State Environmental Quality Review Act (SEQRA) Review"; Town Of Malta SEQRA Training Workshop (February 5, 2016)
151. "Ethical Considerations In Planning and Zoning Decision-Making"; Saratoga County Planning and Zoning Conference 2016 - Saratoga Springs, NY (January 27, 2016)
150. "Some Complex Issues In Planning Board and Zoning Board Of Appeals Review"; Saratoga County Planning and Zoning Conference 2016 Saratoga Springs, NY (January 27, 2016)
149. "Overcoming Burdens Of Local Zoning"; New York State Bar Association, Loudonville, New York (November 9, 2015)
148. "Dealing with 'Difficult' 'Players' In the Planning and Zoning 'Game'"; Adirondack Park Local Government Day - Lake Placid, New York (April 16, 2015)
147. "How To Make Your Case 'Article 78-Proof' [Or How To Be Undeclared In Article 78 Proceedings]"; New York Planning Federation Meeting - Bolton Landing, New York (April 13, 2015)
146. "Dealing with 'Difficult' 'Players' In the Planning and Zoning 'Game'"; New York State Tug Hill Commission 2015 Local Government Conference-Watertown, New York (March 26, 2015)
145. "Open Government Issues in Planning and Zoning Decision - Making"; New York State Tug Hill Commission 2015 Local Government Conference - Watertown, New York (March 26, 2015)
144. "Guidelines For Ethical And Proper Land Use Decision-Making"; City of Saratoga Springs Joint Land Use Boards Workshop - Saratoga Springs, New York (February 23, 2015)

143. "How To Make Your Case 'Article 78-Proof' [Or How To Be Undeclared In Article 78 Proceedings]"; Saratoga Planning & Zoning Conference – Saratoga Springs, New York (January 28, 2015)
142. "Dealing with 'Difficult' 'Players' in the Planning and Zoning 'Game'"; Saratoga County Planning & Zoning Conference – Saratoga Springs, New York (January 28, 2015)
141. "Protocols For Planning (And Zoning) Boards"; Southern Adirondack Planning and Zoning Forum – Lake George, New York (September 25, 2014)
140. "Ethical Considerations in Planning and Zoning Decision-Making"; New York Planning Federation and Association of Towns Planning and Zoning Summer School – Latham, New York (July 31, 2014)
139. "Motions, Criteria and Decision-Making Guidelines"; Adirondack Park Local Government Day – Lake Placid, New York (April 10, 2014)
138. "Dealing with 'Difficult' 'Players' in the Planning and Zoning 'Game'"; New York Planning Federation 76<sup>th</sup> Annual Planning and Zoning Conference – Saratoga Springs, New York (March 31, 2014)  
**Keynote Speaker**
137. "Potential Planning and Zoning Pitfalls for Town Attorneys"; Association of Towns Annual Meeting – New York, New York (February 17, 2014)
136. "Motions, Criteria and Decision-Making Guidelines"; Saratoga County Planning & Zoning Conference – Saratoga Springs, New York (January 29, 2014)
135. "Motions, Criteria and Decision-Making Guidelines"; Town of Bolton Planning and Zoning Training Workshop – Bolton Landing, New York (December 11, 2013)
134. "Present and Future Impacts of APA Statutes and Regulations on Adirondack Local Planning and Zoning"; Southern Adirondack Planning and Zoning Forum – Lake George, New York (September 19, 2013)
133. "Zoning Board of Appeals Legal Rules, Practices And Policies"; Town of Wilton Zoning Board of Appeals Training Workshop – Wilton, New York (June 27, 2013)
132. "State Environmental Quality Review Act (SEQRA) Review"; Town of Wilton Planning Board Training Workshop – Wilton, New York (May 2, 2013)
131. "Land Use Board Legal Rules, Practices And Policies"; Town of Horicon Planning and Zoning Training Workshop – Brant Lake, New York (April 29, 2013)
130. "Land Use Board Legal Rules, Practices and Policies"; Adirondack Park Local Government Day – Lake Placid, New York (April 24, 2013)
129. "Open Government Issues in Planning and Zoning Decision-Making"; New York Planning Federation Annual Conference – Saratoga Springs, New York (April 22, 2013)
128. "Planning Board Decision-Making Guidelines"; Town of Wilton Planning Board Training Workshop – Wilton, New York (April 2, 2013)
127. "Open Government Issues in Planning And Zoning Decision – Making"; Saratoga County Planning & Zoning Conference – Saratoga Springs, New York (January 30, 2013)
126. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; Town of Bolton Planning & Zoning Training - Bolton Landing, New York (November 14, 2012)
125. "How To Make Your Case 'Article 78-Proof' [Or How To Be Undeclared In Article 78 Proceedings]"; Town of Bolton Planning & Zoning Training - Bolton Landing, New York (November 14, 2012)

124. "Planning Board Legal Rules, Practices and Policies"; Town of Malta Planning Board Training Workshop – Malta, New York (July 24, 2012)
123. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; New York Planning Federation Annual Conference – Saratoga Springs, New York (April 16, 2012)
122. "Complying with Review Laws and Procedures to Minimize the Likelihood of Successful Legal Challenges to Planning and Zoning Decisions"; Adirondack Park Local Government Day – Lake Placid, New York (March 21, 2012)
121. "How to Make Your Case "Article 78-Proof"[or How to be Undefeated in Article 78 Proceedings]"; Saratoga County Planning & Zoning Conference – Saratoga Springs, New York (January 25, 2012)
120. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; Saratoga County Planning and Zoning Conference – Saratoga Springs, New York (January 25, 2012)
119. "Open Meetings Law and Meeting Procedures for Planning Board and ZBA Members"; Association of Towns of the State of New York, Planning & Zoning School – Albany, New York (July 22, 2011)
118. "State Environmental Quality Review Act (SEQRA) Review"; Town of Malta Workshop – Malta, New York (July 13, 2011)
117. "Open Government (OML and FOIL) Issues in Planning and Zoning Decision-Making"; WBASNY Convention 2011 – Manchester Village, Vermont (May 20, 2011)
116. "Open Government (OML and FOIL) Issues in Planning and Zoning"; New York State Tug Hill Commission – Watertown, New York (March 31, 2011)
115. "How to Make Your Case "Article 78-Proof"[or How to be Undefeated in Article 78 Proceedings]"; New York State Tug Hill Commission – Watertown, New York (March 31, 2011)
114. "Open Government (OML and FOIL) Issues in Planning and Zoning"; Adirondack Park Local Government Day – Lake Placid, New York (March 23, 2011)
113. "Dealing With Difficult Players In The Planning And Zoning Game"; Saratoga County Planning & Zoning Conference – Saratoga Springs, New York (January 26, 2011)
112. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; New York State Association of Professional Land Surveyors – Verona, New York (January 20, 2011)
111. "Dealing With Difficult Players In The Planning And Zoning Game"; Tug Hill Commission Planning & Zoning Conference - Watertown, New York (April 1, 2010)
110. "ZBA Review of Variance Applications and Interpretation Appeals"; Tug Hill Commission Planning and Zoning Conference - Watertown, New York (April 1, 2010)
109. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; Town of Hounsfield Ethics Training Session – Sackets Harbor, New York (March 31, 2010)
108. "State Environmental Quality Review Act (SEQRA)"; Adirondack Park Local Government Day Conference – Lake Placid, New York (March 24, 2010)
107. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; Saratoga County Planning & Zoning Conference – Saratoga Springs, New York (January 25, 2010)



106. "Mock Use Variance Proceeding"; Saratoga County Planning & Zoning Conference – Saratoga Springs, New York (January 25, 2010)
105. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; NYS Association of Professional Land Surveyors – Verona, New York (January 14, 2010)
104. "State Environmental Quality Review Act (SEQRA)"; Town of Fort Edward Planning Board Workshop – Fort Edward, New York (October 28, 2009)
103. "Article 78 – Proof"[or How to be Undefeated in Article 78 Proceedings], Town of Fort Edward Planning Board Training Workshop – Fort Edward, New York (October 28, 2009)
102. "Open Government (OML and FOIL) Issues in Planning and Zoning"; Town of Fort Edward Planning Board Training Workshop – Fort Edward, New York (October 28, 2009)
101. "Open Government (OML and FOIL) Issues in Planning and Zoning"; New York Planning Federation Annual Conference – Lake Placid, New York (September 14, 2009)
100. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; New York Planning Federation Annual Conference – Lake Placid, New York (September 14, 2009)
99. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; Warren County Planning & Zoning Training Session – Brant Lake, New York (April 29, 2009)
98. "State Environmental Quality Review Act (SEQRA)"; Town of Lake George ZBA – Lake George, New York (April 1, 2009)
97. "Ethical Considerations in Planning and Zoning Decision-Making"; City of Saratoga Springs Joint Land Use Boards Workshop – Saratoga Springs, New York (March 31, 2009)
96. "Open Meetings Law – Basics and Fundamental Principles", "Open Government (OML and FOIL) Issues in Planning and Zoning Decisions", "Local Municipal Difficulties in Dealing with FOIL Requests"; Lorman Education Services – Albany, New York (March 26, 2009)
95. "Ethical Considerations in Planning and Zoning Decision-Making"; Adirondack Park Local Government Day – Lake Placid, New York (March 25, 2009)
94. "Ethical Considerations in Planning and Zoning Decision-Making"; New York State Association of Towns Annual Meeting - New York, New York (February 16, 2009)
93. "How to Make Your Case Article 78-Proof[or How to be Undefeated in Article 78 Proceedings]"; Saratoga County Planning & Zoning Conference – Saratoga Springs, New York (January 28, 2009)
92. "Dealing with Difficult Players in the Planning and Zoning Game"; Saratoga County Planning & Zoning Conference – Saratoga Springs, New York (January 28, 2009)
91. "State Environmental Quality Review Act (SEQRA)"; Town of Greenwich Planning & ZBA Workshop – Greenwich, New York (December 15, 2008)
90. "Tracking a Planning and Zoning Application"; Town of Greenwich Planning & ZBA Workshop – Greenwich, New York (December 15, 2008)
89. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; Town of Greenwich Planning & ZBA Workshop – Greenwich, New York (December 15, 2008)
88. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; Town of Fort Edward

Planning Board Workshop – Fort Edward, New York (October 22, 2008)

87. “State Environmental Quality Review Act (SEQRA)” ; Town of Fort Edward Planning Board Workshop – Fort Edward, New York (October 22, 2008)
86. “Ethical Considerations and Proper Planning and Zoning Decision-Making”; Lorman Education Services – Albany, New York (October 21, 2008)
85. “Ethical Considerations and Proper Planning and Zoning Decision-Making”; New York Planning Federation Annual Conference – Saratoga Springs, New York (October 14, 2008)
84. “Effective Enforcement of Planning and Zoning Laws”; New York Planning Federation Annual Conference – Saratoga Springs, New York (October 14, 2008)
83. “Reducing Liability for Local Highway Officials”; Cornell Local Roads Program – Owego , New York (October 2, 2008)
82. “Reducing Liability for Local Highway Officials”; Cornell Local Roads Program – Auburn , New York (October 1, 2008)
81. “Reducing Liability for Local Highway Officials”; Cornell Local Roads Program – Varysburg , New York (September 30, 2008)
80. “State Environmental Quality Review Act (SEQRA) Review”; Town of Lake George Planning Board & Zoning Board of Appeals Workshop – Lake George, New York (September 25, 2008)
79. “The Substance and Procedure of Interpreting Zoning Provisions”; New York State Association of Towns Planning & Zoning Summer Schools – Queensbury, New York (July 23, 2008)
78. “Basic and ‘Not-So-Basic’ Principles of SEQRA Review”; County Attorneys Association of the State of New York – Cooperstown, New York (May 6, 2008)
77. “State Environmental Quality Review Act (SEQRA) Review”; Tommell & Associates Workshop – Saratoga Springs, New York (April 30, 2008)
76. “ZBA Variance Review Criteria and Findings”; City of Saratoga Springs Zoning Board of Appeals Training Workshop – Saratoga Springs, New York (April 10, 2008)
75. “Planning Board Site Plan Review, ZBA Variance Review and Zoning Amendment Referrals”; Warren County Planning & Zoning Workshop – Queensbury, New York (March 31, 2008)
74. “Establishing a Workplace Violence Prevention Program”; Co-Presented with Public Sector HR Consultants, LLC; New York State Association of Towns Annual Meeting - New York, New York (February 18, 2008)
73. “Ethical Considerations and Proper Planning and Zoning Decision-Making”; Saratoga County Planning & Zoning Conference – Saratoga Springs, New York (January 30, 2008)
72. “State Environmental Quality Review Act (SEQRA) Review”; City of Saratoga Springs Zoning Board of Appeals Training Workshop – Saratoga Springs, New York (December 3, 2007)
71. “Use Variance Criteria and ZBA Decisions as Precedent”; City of Saratoga Springs Zoning Board of Appeals Training Workshop – Saratoga Springs, New York (November 26, 2007)
70. “Effective and Proper Planning and Zoning Decision-Making”; Town of Lake George Planning & Zoning Workshop – Lake George, New York (November 19, 2007)

69. "State Environmental Quality Review Act (SEQRA) Review"; Planning & Zoning Training Session – Brant Lake, New York (October 30, 2007)
68. "State Environmental Quality Review Act (SEQRA) Review"; City of Saratoga Springs Planning Board – Saratoga Springs, New York (October 15, 2007)
67. "Reducing Liability for Local Highway Officials"; Cornell Local Roads Program – Stony Point, New York (September 27, 2007)
66. "Reducing Liability for Local Highway Officials"; Cornell Local Roads Program – Ithaca, New York (September 27, 2007)
65. "Training for Planning Board and ZBA Members II- Conducting Meetings (Including Use of Applicable Criteria) and SEQRA Review" – Chestertown, New York (May 31, 2007)
64. "Effective and Proper Planning and Zoning Decision-Making"; Warren County Planning & Zoning Workshop – Queensbury, New York (March 26, 2007)
63. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; Saratoga County Planning & Zoning Conference – Saratoga Springs, New York (January 24, 2007)
62. "Effective and Proper Planning and Zoning Decision-Making"; Saratoga County Planning Board & Zoning Board of Appeals Chairpersons Workshop - Ballston Spa, New York (November 30, 2006)
61. "How the Law Deals With Hazardous Waste Disposal Problems - Toxic Torts and CERCLA/Superfund Liability"; Scribner Seminar, Skidmore College - Saratoga Springs, New York (November 14, 2006)
60. "Effective Enforcement of Planning and Zoning Laws"; New York Planning Federation Annual Conference - Saratoga Springs, New York (October 10, 2006)
59. "Project Review Practice Before the Adirondack Park Agency"; New York State Bar Association Real Property Section -Bolton Landing, New York (July 14, 2006)
58. "Legal Authorities for Land Use Decisions"; City of Saratoga Springs Planning Board, Design Review Commission & Zoning Board of Appeals - Saratoga Springs, New York (June 26, 2006)
57. "SEQRA and Historic Preservation"; Preservation 2006, Saratoga Preservation Foundation - Saratoga Springs, New York (March 17, 2006)
56. "State Environmental Quality Review Act (SEQRA) Review"; Women's Bar Association of the State of New York Planning & Zoning Conference - Saratoga Springs, New York (March 15, 2006)
55. "State Environmental Quality Review Act (SEQRA) Review"; Town of Queensbury Zoning Board of Appeals Workshop - Queensbury, New York (March 8, 2006)
54. "Open Government in Planning and Zoning Decision-Making"; New York State Association of Towns Annual Meeting - New York, New York (February 20, 2006)
53. "Effective and Proper Planning and Zoning Decision-Making"; Town of Hague Planning & Zoning Workshop - Hague, New York (January 23, 2006)
52. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; New York Planning Federation Annual Conference - Saratoga Springs, New York (October 11, 2005)
51. "Effective Enforcement of Planning and Zoning Laws"; New York Planning Federation Annual Conference - Saratoga Springs, New York (October 11, 2005)

50. "Current Ethics Issues in Land Use and Environmental Law"; New York State Bar Association Environmental & Municipal Law Sections - Bolton Landing, New York (September 24, 2005)
49. "Ethical Issues Involved in the Practice of Municipal Land Use Law"; New York State Bar Association - Albany, New York (June 3, 2005)
48. "Adirondack Park Agency Approval of Local Land Use Programs"; Adirondack Park Local Government Day - Saranac Lake, New York (March 24, 2005)
47. "SEQRA Review"; Saratoga County Planning & Zoning Conference - Saratoga Springs, New York (January 27, 2005)
46. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; New York Planning Federation Annual Conference - Lake Placid, New York (September 20, 2004)
45. "Effective Enforcement of Planning and Zoning Laws"; New York Planning Federation Annual Conference - Lake Placid, New York (September 20, 2004)
44. "SEQRA and Historic Preservation"; Preservation 2004, Saratoga Preservation Foundation - Saratoga Springs, New York (March 13, 2004)
43. "Local Community Roles - The Relationship Between APA and Towns with Approved Local Land Use Plans"; Adirondack Park Agency Act Thirty Year Anniversary Conference - Lake Placid, New York (October 3, 2003)
42. "Ethical Considerations and Proper Planning and Zoning Decision-Making"; New York Planning Federation Annual Conference - Lake Placid, New York (September 23, 2003)
41. "SEQRA and Historic Preservation"; Preservation 2003, Saratoga Preservation Foundation - Saratoga Springs, New York (March 15, 2003)
40. "Adirondack Park Agency - Past, Present and Future"; New York State Association of Towns Annual Meeting - New York, New York (February 18, 2003)
39. "Enforcement of Town Codes - From Search Warrants to Conviction"; New York State Association of Towns Annual Meeting - New York, New York (February 18, 2002)
38. "SEQRA Review of School Construction Projects"; New York State Bar Association Municipal Law Section - Saratoga Springs, New York (September 16, 2000)
37. "Local Laws: Drafting through Enforcement"; New York State Association of Towns Annual Meeting - New York, New York (February 22, 2000)
36. "Adirondack Environmental Policy and Legal Issues"; Environmental Studies Program, Skidmore College - Saratoga Springs, New York (November 17, 1999)
35. "Local Land Use Regulation in the Adirondacks"; Environmental Studies 100, Skidmore College - Saratoga Springs, New York (October 12, 1999)
34. "New York State Environmental Quality Review Act (SEQRA)"; Adirondack Community College - Queensbury, New York (September 30, 1999)
33. "New York State Environmental Quality Review Act (SEQRA)"; Town of Northumberland Town Board, Planning Board & Zoning Board of Appeals - Gansevoort, New York (May 10, 1999)
32. "Town Distribution of Information and Public Participation in Town Government - Use of Town Facilities, Newsletters and Dealing With 'Difficult' Constituents"; New York State Association of

Towns Annual Meeting - New York, New York (February 16, 1999)

31. "New York State Environmental Quality Review Act (SEQRA)"; Adirondack Community College - Queensbury, New York (April 23, 1998)
30. "Municipal Attorneys' Role in SEQRA Review"; New York State Association of Towns Annual Meeting - New York, New York (February 17, 1998)
29. "Zoning Board of Appeals Review Process"; New York State Department of State & Adirondack Park Agency - Queensbury, New York (May 6, 1997)
28. "New York State Environmental Quality Review Act (SEQRA)"; Adirondack Community College - Queensbury, New York (March 6, 1997)
27. "Teamwork Among Town Clerks and Town Counsel"; Tri-County Town Clerks Association - Queensbury, New York (October 31, 1996)
26. "New York State Environmental Quality Review Act (SEQRA)"; Adirondack Community College - Queensbury, New York (October 9, 1996)
25. "Regulation of Water Bodies in New York State"; New York Federation of Lakes - Lake George, New York (May 4, 1996)
24. "Legal Environmental Issues"; Adirondack Paralegal Association - South Glens Falls, New York (October 19, 1995)
23. "Legal Aspects of Environmental Risk Screening"; Adirondack Community College - Queensbury, New York (September 20, 1995)
22. "Article 14 of the New York State Constitution - The Forever Wild Clause"; Association for Protection of the Adirondacks Centennial Conference - Silver Bay, New York (October 1, 1994)
21. "New York State Environmental Quality Review Act (SEQRA)"; Town of Queensbury Planning Board - Queensbury, New York (August 9, 1994)
20. "Flow Control and Solid Waste Regulation"; New York State County Legislators & Supervisors Association - Lake Placid, New York (June 14, 1994)
19. "Adirondack Protection Issues"; Blue Line Council Conference on the Adirondack Park - Queensbury, New York (April 30, 1994)
18. "Forming and Operating a Small Business"; Lake George Business & Professional Women's Association, Small Business Expo - Queensbury, New York (November 20, 1993)
17. "New Zoning Board of Appeals Laws"; New York Planning Federation Workshop - Saranac Lake, New York (March 24, 1992)
16. "Site Plan Review"; New York Planning Federation Annual Institute - Monticello, New York (November 19, 1991)
15. "Environmental Law"; New York State Legal Secretaries Association - Lake George, New York (September 27, 1991)
14. "Zoning Law in New York"; New York Planning Federation Workshop - Piseco, New York (June 18, 1991)
13. "Subdivision Review in New York"; New York Planning Federation Workshop - Bolton Landing, New York



York (June 12, 1991)

12. "Legal Issues of Affordable Housing"; HomeFront, Inc. - Glens Falls, New York (December 13, 1990)
11. "New York State Environmental Quality Review Act (SEQRA)"; New York Planning Federation/Adirondack Park Agency Workshop - Hague, New York (April 19, 1990)
10. "Environmental Law Issues in Business Law"; Business Law I, Skidmore College - Saratoga Springs, New York (April 17, 1990)
9. "Subdivision Review in New York"; New York Planning Federation/Adirondack Park Agency Workshop - Elizabethtown, New York (April 7, 1990)
8. "Environmental Law for General Practitioners"; Warren County Bar Association - Lake George, New York (March 29, 1990)
7. "Development in the Adirondacks"; Tri-District Students Consortium - Silver Bay, New York (March 5, 1990)
6. "Solid Waste Resource Recovery Projects"; New York State Solid Waste Management Association - Lake Luzerne, New York (November 1989)
5. "Environmental Laws and Commercial Lending"; Local Bankers Association - Glens Falls, New York (March 16, 1989)
4. "Environmental Law, Land Use and Zoning"; Warren County Legal Secretaries Association - Queensbury, New York (1989)
3. "New York State Environmental Quality Review Act (SEQRA)"; Barry, Bette & LedDuke - Albany, New York (1989)
1. & 2. "Planning Board and Zoning Board of Appeals Procedures"; New York Planning Federation Local Development Institute for Communities in the Adirondack Park - Lake Placid, New York (March 19-20, 1988) and Bolton Landing, New York (March 5-6, 1988)

**JUSTIN M. GRASSI**  
MILLER, MANNIX, SCHACHNER & HAFNER, LLC  
Work Address: 15 West Notre Dame Street, Glens Falls, NY 12801  
Phone: (518) 793-6611 Facsimile (518) 793-6690  
Home Address: 235 Clinton Street, Saratoga Springs, New York 12866

## **EMPLOYMENT**

### **MILLER, MANNIX, SCHACHNER & HAFNER, LLC; Glens Falls, New York**

Associate Attorney. Engaged in General Practice, including Municipal Law, Environmental Law, Land Use and Zoning Matters, General Commercial and Residential Real Estate, Business Law, Litigation, Criminal Law and Estate Planning. Extensive Planning and Zoning experience including representation of the City of Saratoga Springs Planning Board, Town of Wilton Zoning Board, Town of Johnsbury Planning Board and Town of Saratoga Planning Board. (2015-Present)

### **THE JONES FIRM; Saratoga Springs, New York**

Associate Attorney. Engaged in General Practice, including Land Use and Zoning Matters, Environmental Law, Criminal Law and Estate Planning. (2013-2014)

Law Clerk. Involved in Land Use and Zoning, Environmental, Criminal and Estate Planning Matters. (2012-2013)

### **LEGAL AID SOCIETY OF NORTHEASTERN NEW YORK; Saratoga Springs, New York**

Law Clerk. Involved in Social Security Disability, Landlord/Tenant and Estate Planning Matters. (2011-2012)

### **NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE, PUBLIC CORRUPTION BUREAU; Mineola, New York**

Legal Intern. Assisted with ongoing confidential criminal investigations into misfeasance, malfeasance, and nonfeasance by public officials and government organizations. (2010)

## **EDUCATION**

**ALBANY LAW SCHOOL; Albany, New York - Juris Doctor, *cum laude*, 2012**

**LE MOYNE COLLEGE; Syracuse, New York - Bachelor of Science, Biology, 2009**

## **ADMISSION JURISDICTION**

State of New York

## **MEMBERSHIPS**

American Bar Association  
New York State Bar Association  
Saratoga County Bar Association (Young Lawyer's Committee 2013 – Present)  
Warren County Bar Association  
Leadership Saratoga

City of Saratoga Springs  
Request for Proposal  
Land Use Board Legal Counsel  
MILLER, MANNIX, SCHACHNER & HAFNER, LLC Bid

Client References:

Chris Hunsinger, Member and Former Chairperson  
Town of Queensbury Planning Board  
34 Martindale Road  
Lake George, New York 12845  
518-222-5440

Anthony Tozzi, Building and Planning Coordinator  
Town of Malta  
2540 Route 9  
Malta, New York 12020  
518-899-2685

Dave Wallingford, Member and Former Chairperson  
Town of Malta Planning Board  
2540 Route 9  
Malta, New York 12020  
518-899-2685

Jaclyn Hakes, Former Planner, City of Saratoga Springs  
Associate / Director of Planning Services  
MJ Engineering and Land Surveying, P.C.  
1533 Crescent Road  
Clifton Park, New York 12065  
518-371-0799

Tom Lewis, Chairperson  
Saratoga County Planning Board  
50 West High Street, Suite 3  
Ballston Spa, New York 12020  
518-884-4705





MILLMAN-01

VDECELLE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2017

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 Associates of Glens Falls, Inc. 228 Glen Street, PO Box 190 Glens Falls, NY 12801	CONTACT NAME:		
	PHONE (A/C, No, Ext): (518) 793-3444	FAX (A/C, No): (518) 793-1580	
INSURED  Miller, Mannix, Schachner & Hafner, LLC 15 West Notre Dame Street Glens Falls, NY 12801	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Acadia Ins. Co.		31325
	INSURER B: Continental Western Ins. Co.		
	INSURER C: Union Insurance Company		
	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 <input checked="" type="checkbox"/> Employee Benefits  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		BOA5169561-13	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben \$1M/\$3M \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5169572-13	10/01/2016	10/01/2017	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 type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUA5174381-12	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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		N/A	WCA5174382-12	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Saratoga Springs is named as additional insured on a primary and non-contributory basis.

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs  
City Hall  
474 Broadway  
Saratoga Springs, NY 12866

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**AMENDMENT OF PRIMARY AND EXCESS LIABILITY PROVISIONS  
(ADDITIONAL INSURED)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The following paragraph is added to Paragraph **2.** of the **Other Insurance** Condition – **SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**, as follows:

**2.** Business Liability Coverage is excess over:

- c.** Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to any person or organization who has been added as an additional insured by endorsement to your policy.

However, with respect to an additional insured added by endorsement for liability caused, in whole or in part, by:

- (1)** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations:
- (a)** for such additional insured; or
  - (b)** in connection with your premises; or
- (2)** By your maintenance, operation or use of equipment leased to you by such person or organization;

this insurance shall be primary for such acts or omissions described in subparagraphs **2.c.(1)** and **2.c.(2)** above if you and such additional insured have agreed prior to loss in a written contract or written agreement, in effect during this policy term, that this insurance be primary for same.

When required by such written contract or agreement, we will treat as "non-contributory" any other primary premises/operations liability insurance available to such additional insured for liability described in subparagraphs **2.c.(1)** and **2.c.(2)** above and for which such person or organization has been added as an additional insured by endorsement to this policy. However, this insurance, in all cases, is excess over any other liability insurance available to the additional insured to which such person or organization has been added as an additional insured by endorsement.

- B.** With respect to the changes made by this endorsement, the following definition is added to **Section II – Liability**, paragraph **F. Liability And Medical Expenses Definitions**:

"Non-contributory" means that other insurance available to the additional insured will apply as excess and will not contribute as primary to the insurance provided by this endorsement.

**Agreement Addendum Two  
Between City of Saratoga Springs, NY  
and HONEYWELL LAW FIRM, PLLC  
Original Contract January 6, 2016**

This Addendum, between Honeywell Law Firm, PLLC with a place of business at 111 Winners Circle, Suite 200, Albany, NY 12205 ("Service Provider") and the City of Saratoga Springs ("City"), 474 Broadway, Saratoga Springs, NY 12866.

The City and the Consultant entered into an agreement, executed by the City on January 5, 2016, and the Consultant on December 31, 2015, to provide the City with legal services for labor and employment matters on an as needed basis, including, but not limited to the following: employee discipline, contract grievances, improper practices, charges before the PERB, arbitrations, litigation, and collective bargaining with the City's bargaining units under the direction of the Mayor and City Attorney for a sum not to exceed Fifteen Thousand Dollars. (\$15,000.00) total.

On October 18, 2016, the City Council approved ADDENDUM ONE, which increased the original limitation to Twenty five Thousand Dollars (\$25,000) total.

ADDENDUM TWO is supplemental to the original January 6, 2016 agreement and the ADDENDUM ONE approved at the city council meeting on October 18, 2016. It is incorporated into and made part of those documents. All terms, conditions, and provisions of the original January 6, 2016 agreement and October 18, 2016 ADDENDUM ONE remain in effect unless specifically modified herein.

Accordingly, this Agreement ADDENDUM TWO brings the Total Authorized Contract Amount to Thirty Five Thousand Dollars (\$35,000.00) total and extends the term through December 31, 2017 or to completion of the open matters originating in 2015-2016.

The parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein sign this Agreement.

CITY OF SARATOGA SPRINGS  
Mayor Joanne D. Yepsen:

HONEYWELL LAW FIRM, PLLC  
Jeffrey D. Honeywell:

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

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

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

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

Print Name:\_\_\_\_\_

Print Name:\_\_\_\_\_

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

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

City Council Approval Date:



HONELAW-01

DTUBBS

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/7/2016

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 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).

<b>PRODUCER</b> Rose & Kiernan, Inc. 99 Troy Road East Greenbush, NY 12061	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (518) 244-4245	<b>FAX (A/C, No):</b> (518) 244-4262
<b>INSURED</b>  Honeywell Law Firm, PLLC 3 Winners Circle Albany, NY 12205	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Sentinel Insurance Company	
	<b>NAIC #</b> 11000	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**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 <input type="checkbox"/> OTHER:	X		01SBARG2425	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							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 <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		01SBARG2425	06/01/2016	06/01/2017	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		01SBARG2425	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			01WECKZ5830	06/01/2016	06/01/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

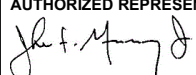
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**General Liability:**

SS 00 08 (04 05) Business Liability Coverage Form: Additional Insureds When Required By Written Contract, Written Agreement Or Permit. Primary And Non-Contributory To Other Insurance When Required By Contract. Waiver Of Subrogation With Written Contact, Written Agreement, Or Permit.

City of Saratoga Springs is listed as an Additional Insured for General Liability on a Primary and Non Contributory basis only as required by contract or written agreement as per form noted.

**CERTIFICATE HOLDER****CANCELLATION**

City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	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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# **NEW YORK LAWYERS PROFESSIONAL LIABILITY POLICY**



Parsons & Associates, Inc.  
P.O. Box 3890  
Syracuse, NY 13220-3890  
(800) 440-9932  
[www.parsonsinsurance.com](http://www.parsonsinsurance.com)  
[www.4lawyersinsurance.com](http://www.4lawyersinsurance.com)



## Lawyers Professional Liability Policy Declarations

Agency:  
741375

Branch:  
912

Policy Number:  
596579182

Insurance is provided by Continental Casualty Company,  
333 S. Wabash Ave. Chicago IL 60604  
A Stock Insurance Company.

### NOTICE:

THIS IS A **CLAIMS MADE** POLICY. EXCEPT TO SUCH EXTENT AS MAY BE PROVIDED HEREIN, THIS POLICY IS LIMITED TO LIABILITY FOR THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** OR ANY **EXTENDED REPORTING PERIOD** OR ANY SUBSEQUENT RENEWAL. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE UPON TERMINATION OF COVERAGE UNLESS, AND TO THE EXTENT, THE **EXTENDED REPORTING PERIOD** APPLIES. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS WITH YOUR INSURANCE AGENT OR BROKER.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118015-A31 IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118016-A31 or G-118020-A31 IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE APPLICABLE DEDUCTIBLE.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118017-A31 IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118081-A31 or GSL-10552-NY IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE APPLICABLE DEDUCTIBLE.

#### 1. NAMED INSURED AND MAILING ADDRESS:

Honeywell Law Firm, PLLC  
3 Winners Circle, Suite 200  
Albany, NY 12205

#### 2. POLICY PERIOD:

Inception: 06/01/2016                      Expiration: 06/01/2017  
at 12:01 A.M. Standard Time at the address shown above

#### 3. LIMITS OF LIABILITY:

Each Claim: \$1,000,000                      Aggregate: \$2,000,000

Death or Disability and Non-Practicing

Extended Reporting Period Limit of Liability:      Each Claim: \$1,000,000                      Aggregate: \$2,000,000

#### 4. DEDUCTIBLES:

Each Claim: \$10,000                      Aggregate: \$10,000

#### 5. POLICY PREMIUM:

NY State Bar Association Membership Credit:                      \$-189

Annual Premium:                      \$3,596.00

Total Amount Due:                      \$3,596.00



<b>NY State Bar Association Membership Credit:</b>	\$-189
<b>Annual Premium:</b>	\$3,596.00
<b>Total Amount Due:</b>	\$3,596.00

*Includes Net Protect Premium, see coverage endorsement if applicable*

*The premium for any Extended Claim Reporting Period requested as specified in this policy will be:  
75% of the annual premium for one year; 175% of the annual premium for 3 years; 225% of the annual premium for 6 years  
or 250% of the annual premium for an unlimited number of years.*

---

**6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**

G-118011-A31 (Ed. 12/2009), G-118012-A31 (c) (Ed. 04/2010), CNA-77115-NY (Ed. 11/2013), G-118019-A31 (Ed. 01/2010), G-118029-A (Ed. 04/2008), G-118047-A31 (Ed. 04/2010), G-145184-A (Ed. 06/2003), GSL-12439-XX (Ed. 03/2009)

---

**7. WHO TO CONTACT:**

To report a claim:  
CNA – Claims Reporting  
P.O. Box 8317  
Chicago, IL 60680-8317  
Fax: 866-773-7504 / Online: [www.cna.com/claims](http://www.cna.com/claims)  
Email: [SpecialtyProNewLoss@cna.com](mailto:SpecialtyProNewLoss@cna.com)  
Lawyers Claim Reporting Questions: 800-540-0762

---

Countersignature

---

Date

---

Authorized Representative

---

05/09/2016  
Date



Continental Casualty Company  
333 S. Wabash Ave.  
Chicago, IL 60604

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**LAWYERS PROFESSIONAL LIABILITY POLICY**

**ATTORNEY SCHEDULE**

**Policy Number:** 596579182

**Name of Each Lawyer**

Christopher Honeywell  
Jeffrey D. Honeywell  
Kate Howard  
Paul Aloy





**LAWYERS PROFESSIONAL LIABILITY POLICY**  
**AMENDATORY ENDORSEMENT - NEW YORK**

It is understood and agreed that:

1. Section I. INSURING AGREEMENT, Paragraph C. Settlement is deleted in its entirety and replaced as follows:

Settlement

The **Company** shall not settle a **claim** without the written consent of the **Named Insured**.

2. Section II. LIMITS OF LIABILITY AND DEDUCTIBLE, Paragraph E. Supplementary Payments, is amended to include the following:

Payments made under paragraph 2. of this endorsement will not be subject to the deductible. Such payments are in addition to the limits of liability.

- **Public Relations Event**

The **Company** will pay the **Named Insured** for **public relations event expenses** up to \$25,000 for each **public relations event** and \$50,000 in the aggregate for all **public relations events**, provided:

- a. such public relations event occurs during the **Policy Period**; and
- b. such amounts are incurred within twelve months of the date that the **Named Insured** reports the **public relations event** to the Insurer.

- **Privacy Event Response**

The **Company** will pay the **Named Insured** for **privacy event expenses** up to \$15,000 per **privacy event** \$30,000 in the aggregate for all **privacy events** provided that such **privacy event** occurs during the **policy period** and is reported to the **Company** within three (3) calendar days of the **privacy event**.

If there is more than one **disciplinary proceedings, privacy event, public relations event** or **regulatory inquiry** involving the same act, error or omission or acts, errors or omissions that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision, then each such **disciplinary proceedings, privacy event, public relations event** or **regulatory inquiry** shall be subject to the **disciplinary proceedings, privacy event, public relations event** or **regulatory inquiry** limit applicable to the earliest such **disciplinary proceedings, privacy event, public relations event** or **regulatory inquiry** reported to the **Company** under this Policy or under any prior policy.

3. Section III. DEFINITIONS, is amended to include the following:

**"Privacy Event"** means any act, error or omission which, in the reasonable opinion of an owner, manager of any limited liability entity, member of the Management Committee, Managing Partner, Operating Partner, Senior Partner (or any equivalent position) or Risk Manager (or any equivalent position) did cause or is reasonably likely to result in the unauthorized disclosure or the unauthorized use of **non-public personal information**. However, **privacy event** does not include a **public relations event**.

**"Privacy Event Expenses"** means all reasonable and necessary fees, costs and expenses incurred by the **Named Insured** and consented to by the Insurer:

- 1. to directly effect compliance with a **security breach notice law** including notification to individuals or entities who are required to be notified;
- 2. to provide voluntary notification to individuals or entities whose non-public personal information may have been subject to a privacy event;



3. to hire a computer forensics firm to investigate the existence and cause of a privacy event and to determine the extent such non-public personal information has been or may have been disclosed;
4. to hire an attorney or expert to determine the applicability of and the actions necessary to comply with security breach notice law;
5. to minimize harm to the **Named Insured's** reputation from a privacy event, including but not limited to the costs to set up a call center or provide a credit monitoring service for those impacted by a privacy event.

However, **privacy event expenses** do not include a. the costs, fees and expenses necessary to remediate any deficiencies that gave rise to the **privacy event**.

**"Public Relations Event"** means a situation which in the reasonable opinion of the **Named Insured** did cause or is reasonably likely to result in significant harm to the reputation of the **Named Insured**.

**"Public Relations Event Expenses"** are those reasonable and necessary expenses incurred by the **Named Insured** to minimize harm to the **Named Insured's** reputation from a **public relations event**.

4. Section IV. EXCLUSIONS, Paragraph H. Owned Entity is deleted in its entirety and replaced as follows:

to any **claim** based on or arising out of **legal services** performed, directly or indirectly, for any entity not named in the Declarations, if at the time of the act or omission giving rise to the **claim**, the percentage of ownership interest, direct or indirect, in such entity by any **Insured**, or an accumulation of **Insureds**, exceeded 15%

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## FIRST DOLLAR DEFENSE ENDORSEMENT - EACH CLAIM

In consideration of an additional premium paid, it is understood and agreed that Item 4 of the Declarations is deleted in its entirety and replaced with the following:

4. DEDUCTIBLE: Each **Claim**: \$10,000 (exclusive of **claims expenses**)

It is further understood and agreed that Section II, LIMITS OF LIABILITY AND DEDUCTIBLE, paragraph C., entitled Deductible, is deleted in its entirety, and replaced with the following:

C. Deductible - Each **Claim**

The deductible amount stated in the Declarations for "each **claim**" applies to each and every **claim** and applies to the payment of **damages** only. The deductible shall be paid by the **Named Insured**. The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## RETROACTIVE EXCLUSION CLAUSE ENDORSEMENT

It is understood and agreed that Section I, Insuring Agreement, Paragraph A., Coverage, is amended to include a new subparagraph as follows:

- The act or omission occurred on or after 06/01/2015.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**LAWYERS PROFESSIONAL LIABILITY POLICY  
ADDENDUM TO THE APPLICATION AND DECLARATIONS  
POLICYHOLDER NOTICE**

THIS POLICY PROVIDES NO COVERAGE FOR CLAIMS ARISING OUT OF INCIDENTS, SITUATIONS OR ACTS OR OMISSIONS WHICH TOOK PLACE PRIOR TO THE PRIOR ACTS DATE, IF ANY, STATED IN THE POLICY.

THIS POLICY COVERS ONLY CLAIMS ACTUALLY MADE AGAINST AN INSURED UNDER THE POLICY WHILE THE POLICY REMAINS IN EFFECT OR WHILE THE AUTOMATIC EXTENDED REPORTING PERIOD OR ANY ADDITIONAL REPORTING PERIOD THE NAMED INSURED MAY PURCHASE IS IN EFFECT.

DURING THE FIRST SEVERAL YEARS OF THE CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES. SUBSTANTIAL ANNUAL PREMIUM INCREASES CAN BE EXPECTED, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY.

UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60 DAY AUTOMATIC EXTENDED REPORTING PERIOD WILL BE GRANTED AT NO ADDITIONAL CHARGE. THE NAMED INSURED WILL BE ABLE TO PURCHASE AN ADDITIONAL EXTENDED REPORTING PERIOD, UNLESS DURING THE FIRST YEAR OF COVERAGE, THIS POLICY IS TERMINATED FOR NON-PAYMENT OF PREMIUM OR FRAUD. WITHIN 30 DAYS AFTER TERMINATION OF COVERAGE, THE COMPANY WILL GIVE WRITTEN NOTIFICATION TO THE NAMED INSURED THAT THE AUTOMATIC EXTENDED REPORTING PERIOD APPLIES, WHICH NOTICE WILL STATE THE IMPORTANCE OF PURCHASING AN ADDITIONAL EXTENDED REPORTING PERIOD AND THE PREMIUM FOR SUCH ADDITIONAL COVERAGE. NO SUCH NOTICE WILL BE SENT IF THIS POLICY HAS BEEN IN EFFECT FOR ONE YEAR OR MORE AND HAS BEEN TERMINATED FOR NONPAYMENT OF PREMIUM OR FRAUD UNLESS REQUESTED BY THE INSURED.

THE NAMED INSURED SHALL HAVE THE GREATER OF SIXTY DAYS FROM THE EFFECTIVE DATE OF TERMINATION OF COVERAGE OR THIRTY DAYS FROM THE DATE OF MAILING OR DELIVERY OF THE NOTICE MENTIONED ABOVE TO SUBMIT WRITTEN ACCEPTANCE OF THE EXTENDED REPORTING PERIOD.

THIS POLICY PROVIDES FOR A 60 DAY AUTOMATIC EXTENDED REPORTING PERIOD. IN ADDITION, THE NAMED INSURED MAY SELECT A ONE YEAR EXTENDED REPORTING PERIOD AT 75% OF THE EXPIRING PREMIUM, THREE YEAR EXTENDED REPORTING PERIOD AT 175% OF THE EXPIRING PREMIUM, SIX YEAR EXTENDED REPORTING PERIOD AT 225% OR AN UNLIMITED EXTENDED REPORTING PERIOD AT 250% OF THE EXPIRING PREMIUM.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ECONOMIC AND TRADE SANCTIONS CONDITION**

The following condition is added to the Policy:

**ECONOMIC AND TRADE SANCTIONS CONDITION**

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

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ENDORSEMENT NUMBER: 5  
POLICY NUMBER: 596579182  
ISSUED TO: Honeywell Law Firm, PLLC  
EFFECTIVE DATE OF ENDORSEMENT: 06/01/2016

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative \_\_\_\_\_  
(No signature is required if this endorsement is issued with the Policy or if it is effective on the Policy Effective Date)



## NETWORK RISK AND PRIVACY CLAIM ENDORSEMENT

In consideration of the premium paid for this Policy, it is understood and agreed that the Policy is amended as follows:

1. Section **III. DEFINITIONS**, the definition of **Claim** is amended to include the following:

“**Claim**” also includes:

- a) **privacy claims**, and
- b) **client network damage claims**.

2. Solely with respect to the coverage provided by this endorsement, Section **III. DEFINITIONS** is amended to add the following terms:

“**Client network damage claim**” means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services alleging that a **security breach** or **electronic infection** caused **network damage** to a client’s **network** in the rendering of **legal services**.

“**Computer virus**” means unauthorized computer code that is designed and intended to transmit, infect and propagate itself over one or more **networks**, and cause:

1. a computer code or programs to perform in an unintended manner;
2. the deletion or corruption of electronic data or software; or
3. the disruption or suspension of a **network**.

“**Confidential Commercial Information**” means information that has been provided to the **Insured** by another, or created by the **Insured** for another where such information is subject to the terms of a confidentiality agreement or equivalent obligating the **Insured** to protect such information on behalf of another.

“**Denial of service attack**” means an attack executed over one or more **networks** or the **Internet** that is specifically designed and intended to disrupt the operation of a **network** and render a **network** inaccessible to authorized users.

“**Electronic infection**” means the transmission of a **computer virus** to a **network**, including without limitation, such transmission to or from the **Named Insured’s network**.

“**Electronic information damage**” means the destruction, deletion or alteration of any information residing on the **network** of any third party.

“**Internet**” means the worldwide public **network** of computers as it currently exists or may be manifested in the future, but **Internet** does not include the **Named Insured’s network**.

“**Network**” means a party’s local or wide area **network** owned or operated by or on behalf of or for the benefit of that party; provided, however, **network** shall not include the **Internet**, telephone company **networks**, or other public infrastructure **network**.

“**Network Damage**” means:

1. the unscheduled and unplanned inability of an authorized user to gain access to a **network**;
2. **electronic information damage**; or
3. the suspension or interruption of any **network**;



**“Non-public personal information”** means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

**“Privacy claim”** means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services and alleging **privacy injury and identity theft** that occurred in the rendering of **legal services**.

**“Privacy injury and identity theft”** means:

- a. any unauthorized disclosure of, inability to access, or inaccuracy with respect to, **non-public personal information** in violation of:
  1. the **Named Insured's** privacy policy; or
  2. any federal, state, foreign or other law, statute or regulation governing the confidentiality, integrity or accessibility of **non-public personal information**, including but not limited, to the Health Insurance Portability and Accountability Act of 1996, Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act, or the EU Data Protection Act.
- b. the **Insured's** failure to prevent **unauthorized access** to **confidential commercial information**;

**“Privacy policy”** means the **Named Insured's** policies in written or electronic form that:

1. govern the collection, dissemination, confidentiality, integrity, accuracy or availability of **non-public personal information**; and
2. the **Insured** provides to its clients, customers, employees or others who provide the **Insured** with **non-public personal information**.

**“Security breach”** means the failure of the **Named Insured's network** hardware, software, firmware, the function or purpose of which is to:

1. identify and authenticate parties prior to accessing the **Named Insured's network**;
2. control access to the **Named Insured's network** and monitor and audit such access;
3. protect against **computer viruses**;
4. defend against **denial of service attacks** upon the **Insured** or unauthorized use of the **Insured's network** to perpetrate a **denial of service attack**; or,
5. ensure confidentiality, integrity and authenticity of information on the **Insured's network**.

**Privacy breach notice law** means any statute or regulation that requires an entity who is the custodian of **non-public personal information** to provide notice to individuals of any actual or potential privacy breach with respect to such **non-public personal information**. **Privacy breach notice laws** include Sections 1798.29 and 1798.82- 1798.84 of the California Civil Code (formerly S.B. 1386) and other similar laws in any jurisdiction.

**Unauthorized access** means any accessing of information in the **Insured's** care, custody or control by unauthorized persons or by authorized persons accessing or using such information in an unauthorized manner.

**Unauthorized access** also includes:

1. theft from the **Insured** of any information storage device used by the **Insured** to:
  - A. store and retrieve information on the **Insured's network**; or
  - B. transport information between the **Insured** and authorized recipients;
2. any unauthorized use by the **Insured** of information in the **Insured's** clients' care, custody or control if accessed by the **Insured** in the course of rendering **legal services**.

3. The following new Section is added to the Policy:

- **Supplementary Payments: Regulatory Inquiry**





If, during the **policy period**, a state licensing board, self regulatory body, public oversight board or a governmental agency with the authority to regulate the **Insured's legal services** or any entity acting on behalf of such entities initiates an investigation of **the Insured** arising from an actual or alleged violation of a **privacy breach notice law** or any law referenced under the definition of **privacy injury and identity theft** that occurred in the rendering of **legal services** and which the **Insured** reports to the **Company** in accordance with Section V.A. of this Policy, the **Company** agrees to pay attorney fees, attorney costs and court costs (excluding such attorney fees and costs incurred as a result of services performed by the **Insured**) incurred in responding to the investigation. The maximum amount the **Company** will pay for such attorney fees and costs is \$20,000 regardless of the number of investigations or the number of **Insureds** who are subject to such investigations.

This endorsement shall not be construed as to increase the Limits of Liability of this Policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## NEW YORK LAWYERS PROFESSIONAL LIABILITY POLICY

THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. CLAIMS MUST BE REPORTED TO THE COMPANY DURING THE POLICY PERIOD, ANY SUBSEQUENT RENEWAL, OR ANY EXTENDED REPORTING PERIOD. CLAIM EXPENSES ARE IN ADDITION TO THE LIMITS OF LIABILITY. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

### I. INSURING AGREEMENT

#### A. Coverage

The **Company** agrees to pay on behalf of the **Insured** all sums in excess of the deductible that the **Insured** shall become legally obligated to pay as **damages** because of a **claim** that is first made against the **Insured** during the **policy period** and reported to the **Company** during the **policy period**, any subsequent renewal, or any **extended reporting period** by reason of an act or omission in the performance of **legal services** by the **Insured** or by any person for whom the **Insured** is legally liable, provided that:

1. no **Insured** gave notice to a **prior insurer** of such **claim** or a **related claim**;
2. no **Insured** gave notice to a **prior insurer** of any such act or omission or **related act or omission**;
3. prior to the date an **Insured** first becomes an **Insured** under this Policy or became an **Insured** under the first policy issued by the **Company** (or its subsidiary or affiliated insurers) to the **Named Insured** or any **predecessor firm**, whichever is earlier, of which this Policy is a renewal or replacement, no such **Insured** had a basis to believe that any such act or omission, or **related act or omission**, might reasonably be expected to be the basis of such **claim**, except that such insurance as would otherwise be afforded under this Policy shall apply with respect to any natural person **Insured** who did not personally have a basis for such a belief;
4. there is no other policy, whether primary, contributory, excess, contingent or otherwise, which provides insurance to any **Insured** for the **claim** based on or arising out of an act or omission in the performance of **legal services** by such **Insured** or by any person for whom such **Insured** is legally liable while "affiliated" with a firm other than the **Named Insured**. As used herein, "affiliated" includes acting as Of Counsel for a firm other than the **Named Insured**.

The **Company** shall also pay **claim expenses** in connection with such **claim**. **Claim expenses** are in addition to the limits of liability.

#### B. Defense

The **Company** shall have the right and duty to defend in the **Insured's** name and on the **Insured's** behalf a **claim** covered by this Policy even if any of the allegations of the **claim** are groundless, false or fraudulent. The **Company** shall have the right to appoint counsel and to make such investigation and defense of a **claim** as is deemed necessary by the **Company**. If a **claim** shall be subject to arbitration or mediation, the **Company** shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of an arbitration or mediation proceeding.

#### C. Settlement

The **Company** shall not settle a **claim** without the written consent of the **Named Insured**. If the **Named Insured** unreasonably refuses to consent to a settlement or compromise recommended by the **Company** and acceptable to the claimant, then the **Company's** limit of liability under this Policy shall be reduced to the amount for which the **claim** could have been settled plus all **claim expenses** incurred up to the time the **Company** made its recommendation, which amount shall not exceed the remainder of the limit of liability specified in Section II.A.

#### D. Exhaustion of limits

The **Company** is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of the **Company's** liability has been exhausted by payment



of **damages** or after the **Company** has deposited the remaining available limits of liability into a court of competent jurisdiction in satisfaction of a judgment or settlement. In such case, the **Company** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of said investigation, defense or settlement of the **claim** to the **Insured**. The **Company** will initiate and cooperate in the transfer of control to the **Named Insured** of any **claims** which were reported to it prior to the exhaustion of such limit. The **Named Insured** must cooperate in the transfer of control of such **claims**. The **Company** agrees to take the necessary steps, as it deems appropriate, to avoid a default in such **claims** until such transfer has been completed, provided the **Named Insured** is cooperating in completing such transfer. The **Named Insured** must reimburse the **Company** for expenses it incurs in taking those steps it deems appropriate to avoid a default.

## II. LIMITS OF LIABILITY AND DEDUCTIBLE

### A. Limit of liability - each **claim**

Subject to paragraph B. below, the limit of liability of the **Company** for **damages** for each **claim** shall not exceed the amount stated in the Declarations for each **claim**.

### B. Limit of liability - in the aggregate

The limit of liability of the **Company** for **damages** for all **claims** shall not exceed the amount stated in the Declarations as the aggregate.

### C. Deductible

The deductible amount stated in the Declarations is the total amount of the **Insured's** liability for all **claims** and applies to the payment of **damages only**. The deductible shall be paid by the **Named Insured**. The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.

### D. Multiple **Insureds**, **claims** and claimants

The limits of liability shown in the Declarations and subject to the provisions of this Policy is the amount the **Company** will pay as **damages** regardless of the number of **Insureds**, **claims** made or persons or entities making **claims**. If **related claims** are subsequently made against the **Insured** and reported to the **Company** during the **policy period**, any subsequent renewal, or any applicable **extended reporting period**, all such **related claims**, whenever made, shall be considered a single **claim** first made and reported to the **Company** within the **policy period** in which the earliest of the **related claims** was first made and reported to the **Company**.

### E. Supplementary payments

Payments made under paragraphs 1 and 2 below will not be subject to the deductible. Such payments are in addition to the limits of liability.

#### 1. Loss of Earnings

The **Company** will pay each **Insured** up to \$500.00 for loss of earnings for each day or part of a day of such **Insured's** attendance, at the **Company's** written request, at a trial, hearing or other alternative dispute resolution proceeding, including arbitration proceeding or mediation, involving a **claim** against such **Insured**, but in no event shall the amount payable hereunder exceed \$50,000.00 per **Insured** despite the number of days an **Insured** is in attendance, or the number of trials, hearings or arbitration proceedings that an **Insured** is required to attend. In no event shall the amount payable per **policy period** exceed \$50,000.00 despite the number of **Insureds** hereunder or the number of such proceedings.

#### 2. Disciplinary Proceedings

The **Company** will pay the **Named Insured** up to \$50,000. for each **Insured** and all **Insureds** in the aggregate, for attorney fees and other reasonable costs, expenses or fees (the "Disciplinary Fees") paid to third parties (other than an **Insured**) resulting from any one **Disciplinary Proceeding** incurred as the result of a notice of such **Disciplinary Proceeding** both first received by the **Insured** during the **policy period** and reported in writing to the **Company** during



the **policy period**, any subsequent renewal, or any **extended reporting period**, arising out of an act or omission in the rendering of **legal services** by such **Insured**. The amount payable hereunder shall not exceed \$100,000, despite the number of such proceedings except that:

- a. the above coverage shall not apply to **claims** involving entitlement to non-employment related benefits, provided either directly or indirectly, from any government, governmental agency or political subdivision pursuant to any entitlement program;
- b. this Policy shall not provide coverage for an **Insured** that institutes or initiates the proceeding or litigation where the insured is: (i) a public entity, as that term is defined by New York law; (ii) a quasi-public entity specifically created by statute; or (iii) a large commercial insured, as is defined by New York law, except that, in regard to a large commercial insured, the policy may provide coverage for an appellate proceeding;
- c. this Policy shall not provide for the indemnification of any penalty or other similar monetary amount that the **Insured** may become obligated for as the result of such proceeding.

In the event of a determination of **No Liability** of the **Insured** against whom the **Disciplinary Proceeding** has been brought, the **Company** shall pay such **Insured** for Disciplinary Fees, including those in excess of the \$50,000 cap set forth above, up to \$100,000. In no event shall the amount payable hereunder exceed \$100,000 despite the number of **Insureds** hereunder or the number of such proceedings.

3. Supplemental Claim Benefit

In the event the aggregate limit of liability stated in Section II.B. above is exhausted by payment of **damages** under this policy and there remain any unresolved or outstanding **claims**, the **Company** agrees to reimburse the **Insured** for an amount equal to 10 percent of the limit of liability stated in Section II.A. above, up to a maximum amount of \$100,000 for **claim expenses** incurred by the Insured in handling the defense of such unresolved or outstanding **claims**. This supplemental benefit applies only to **claims** that were reported to the **Company** prior to the exhaustion of limits.

F. Risk Management Incentives

1. Mediation

If mediation of a **claim** takes place either without institution of arbitration proceeding or service of suit or within 180 days of the institution of such proceedings or service of suit, and such **claim** is ultimately resolved for an amount acceptable to the **Insured** and the **Company** by the process of mediation, the **Insured's** deductible, applying to the **claim**, will be waived.

2. Subpoena Assistance

In the event the **Insured** receives a subpoena for documents or testimony arising out of **legal services** or **non-profit services** rendered by the **Insured** and the **Insured** would like the **Company's** assistance in responding to the subpoena, the **Insured** may provide the **Company** with a copy of the subpoena and the **Company** will retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the **Insured's** depositions, provided that:

- a. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
- b. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

The **Company** will pay such attorney's legal fees excluding any disbursements. Such fees incurred under this provision are in addition to the limits of liability and are not subject to the deductible. Any notice the **Insured** gives the **Company** of such subpoena shall be deemed notification of a potential **claim** under Section V.A. of this Policy.

G. Pre-claims Assistance



Until the date a **claim** is made, the **Company** may pay for all costs or expenses it incurs, at its sole discretion, as a result of investigating a potential **claim** that the **Insured** reports in accordance with Section V. CONDITIONS, Paragraph A, Notice, subparagraph 2, Notice of Potential **Claim**. Such payments are in addition to the limits of liability and not subject to the deductible.

H. Additional Coverage Grant - **Non-Profit Services**

The Company agrees to pay on behalf of the **Insured** all sums in excess of the deductible that the **Insured** shall become legally obligated to pay as **damages** and **claim expenses** because of a **claim** that is first made against the **Insured** during the **claims-made relationship** or any **extended reporting period** by reason of an act or omission in the performance of **non-profit services** by the **Insured** in his or her capacity as a **non-profit entity director** except and to the extent the **non-profit entity** has actually indemnified him or her for such **damages** or **claim expenses** and provided that:

1. the **Insured** did not give notice to a **prior insurer** of such **claim** or a **related claim**; and
2. the **Insured** did not give notice to a **prior insurer** of any such act or omission or **related act or omission**; and
3. with respect to **non-profit services** only, any insurance available under this Policy to the **Insured** while acting as a **non-profit entity director** shall be specifically excess of any insurance available to such **non-profit entity director** from the **non-profit entity**.

III. DEFINITIONS

The following defined words shall have the same meaning throughout this **Policy**, whether expressed in the singular or the plural. Wherever appearing in bold print in this Policy:

**"Bodily injury"** means injury to the body, sickness or disease sustained by any person, including death resulting from such injuries; or mental injury, mental anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person whether or not resulting from injury to the body, sickness, disease or death of any person.

**"Claim"** means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money arising out of an act or omission, including **personal injury**, in the rendering of or failure to render **legal services**.

**"Claim expenses"** mean:

- A. fees charged by attorneys designated by the **Company** or by the **Insured** with the **Company's** written consent; and
- B. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if incurred by the **Company**, or by the **Insured** with the written consent of the **Company**, including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **Company** to apply for or furnish any such bond;
- C. all costs taxed against an **Insured** in defense of a **claim**; and
- D. all interest on the entire amount of any judgment which accrues after entry of the judgment and before the **Company** has paid that part of the judgment which does not exceed the limits of liability stated in Section II A. above.

**Claim expenses** do not include fees, costs or expenses of employees or officers of the **Company**. Nor shall **claim expenses** include salaries, loss of earnings or other remuneration by or to any **Insured**.

**Claims-made relationship** means that period of time between the effective date of the first claims-made policy between the **Company** and the **Named Insured** and the cancellation or nonrenewal of the last consecutive claims-made policy between the **Company** and the **Named Insured**, where there has been no gap in coverage, but does not include any period covered by **extended reporting period** coverage

**"Company"** means the insurance company named in the Declarations.

**"Damages"** mean judgments, awards and settlements (including pre-judgment interest), provided any settlements negotiated with the assistance and approval of the **Company**. **Damages** do not include:



- A. legal fees, costs and expenses paid or incurred or charged by any **Insured**, no matter whether claimed as restitution of specific funds, forfeiture, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing;
- B. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule, including but not limited to awards under 18 U.S.C. §1961, et. seq., Federal Rules of Civil Procedure 11 or 28 U.S.C. §1927 and state statutes, regulations, rules or law so providing, and injuries that are a consequence of any of the foregoing;
- C. punitive or exemplary amounts;
- D. the multiplied portion of multiplied awards;
- E. injunctive or declaratory relief;
- F. any amount for which an **Insured** is absolved from payment by reason of any covenant, agreement or court order.

**"Disciplinary Proceeding"** means any pending matter, including an initial inquiry, before a state or federal licensing board or a peer review committee to investigate charges alleging a violation of any rule of professional conduct in the performance of **legal services**.

**"Insured"** means the **Named Insured**, **predecessor firm** and the persons or entities described below:

- A. any lawyer, partnership, professional corporation, professional association, limited liability company or limited liability partnership who is or becomes a partner, officer, director, stockholder-employee, associate, manager, member or **employee** of the **Named Insured** during the **policy period** shown in the Declarations;
- B. any lawyer previously affiliated with the **Named Insured** or a **predecessor firm** as a partner, officer, director, stockholder-employee, associate, manager, member or salaried employee but only for **legal services** performed on behalf of the **Named Insured** or a **predecessor firm** at the time of such affiliation. The term "previously affiliated" as used herein does not include a lawyer who, during the **policy period** and while affiliated with the **Named Insured**: a) voluntarily ceases, permanently and totally, the private practice of law; or b) dies or becomes **totally and permanently disabled**. Such a lawyer will be deemed to be an **Insured** under paragraph A. above;
- C. any lawyer, law firm, partnership, professional corporation, professional association, limited liability company or limited liability partnership who acts as Of Counsel to the **Named Insured** or any non-employee independent contractor attorney to the **Named Insured**, but only for **legal services** rendered on behalf of the **Named Insured** and only if a fee inured or, in the event of a contingency fee, would have inured, to the **Named Insured**. No fee need inure to the **Named Insured** where eleemosynary (pro bono) **legal services** are rendered by such Of Counsel **Insured** where at the time of retention, there was approval by the appropriate committee or lawyer within the **Named Insured** that the matter would be handled without compensation. Any lawyer, law firm, partnership, professional corporation, professional association, limited liability company or limited liability partnership who previously qualified as an **Insured** under paragraph A. above, but gave up the position of partner, officer, director, stockholder-employee, associate, manager, member or **employee** to act exclusively as Of Counsel to the **Named Insured**, will be deemed to be an **Insured** under paragraph A. above;
- D. any person who is a former or current employee, other than an employed lawyer, of the **Named Insured** or any **predecessor firm**, but solely for services performed by such person within the course and scope of their employment by the **Named Insured** or any **predecessor firm** and provided that the services in dispute are **legal services** of the **Named Insured** or any **predecessor firm**;
- E. the estate, heirs, executors, administrators, assigns and legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would have been provided coverage under this Policy;
- F. a **non-profit entity director**.

**"Legal services"** mean:





- A. those services, including pro bono services, performed by an **Insured** for others as a lawyer, arbitrator, mediator, title agent or other neutral fact finder or as a notary public. Any title agency or company, on whose behalf the **Insured** acts as title agent or designated issuing attorney, is not an **Insured** under this Policy;
- B. those services performed by an **Insured** as an administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity and any investment advice given in connection with such services;
- C. those services performed by an **Insured** in the capacity as a member, director or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees;
- D. those services as an author or publisher of legal research papers or legal materials or the presenter of legal seminars or materials, but only where such services are performed without compensation or compensation attributable per publication, presentation or seminar is less than \$25,000.

**"Named Insured"** means the persons and entities designated in the Declarations.

**"No Liability"** means that with respect to an **Insured** who is the subject of a **Disciplinary Proceeding**, there is a:

- A. final determination of no liability;
- B. a determination of no further action; or
- C. the matter is abandoned by the disciplinary authority.

In no event shall the term **"No Liability"** apply to a **Disciplinary Proceeding** for which a settlement has occurred.

**"Non-profit entity"** means any non-profit corporation, community chest, fund, foundation, and any other similar entity or institution, that is exempt from federal income tax as an organization described in Section 501 (C)(3) of the Internal Revenue Code of 1986, and its amendments.

**"Non-profit entity director"** means any natural person who is or was a partner, officer, director, stockholder-employee, associate, manager, member or employee of the **Named Insured** and who is or was serving as a director, officer or trustee of a **non-profit entity** other than a professional legal association.

**"Non-profit services"** mean those services and activities, including pro-bono services and activities, performed by a **non-profit entity director** in his or her capacity as such.

**"Personal injury"** means an injury arising out of: false arrest, detention, or imprisonment; wrongful entry, or eviction, or other invasion of the right of private occupancy; libel, slander, or other disparaging or defamatory materials; a writing or saying in violation of an individual's right to privacy; malicious prosecution or abuse of process.

**"Policy period"** means the period of time between the inception date and time shown in the Declarations and the date and time of termination, expiration or cancellation of this Policy.

**"Predecessor firm"** means any sole proprietorship, partnership, professional corporation, professional association, limited liability corporation or limited liability partnership engaged in **legal services** and to whose financial assets and liabilities the firm listed as the **Named Insured** in the Declarations is the majority successor in interest.

**"Prior insurer"** means an insurer, including the **Company** and any subsidiary or affiliate of the **Company**, who has issued a lawyers professional liability insurance policy that is applicable to a **claim**, such policy having an inception date prior to the **policy period**.

**"Related acts or omissions"** mean all acts or omissions in the rendering of **legal services** or **non-profit services** that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

**"Related claims"** mean all **claims** arising out of a single act or omission or arising out of **related acts or omissions** in the rendering of **legal services** or **non-profit services**.

**"Termination of Coverage"** means, whether made by the **Company** or the **Named Insured** at any time:

- A. Cancellation or nonrenewal of this Policy; or



- B. Decrease in limits, reduction of coverage, increased deductible or self-insured retention, new exclusion, or any other change in coverage less favorable to the **Named Insured**.

**"Totally and permanently disabled"** means that an **Insured** is so disabled as to be wholly prevented from rendering **legal services** provided that such disability:

- A. has existed continuously for not less than six (6) months; and  
B. is reasonably expected to be continuous and permanent.

#### IV. EXCLUSIONS

This Policy does not apply:

A. **Intentional Acts**

to any **claim** based on or arising out of any dishonest, fraudulent, criminal or malicious act or omission or intentional wrongdoing by an **Insured** except that:

1. the **Company** shall provide the **Insured** with a defense of such **claim** unless or until the dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of the **Company's** rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against any **Insured**;
2. this exclusion will not apply to any **Insured** who is not found to have personally committed the dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing by any trial verdict, court ruling, or regulatory ruling.

B. **Bodily Injury/Property Damage**

to any **claim** for **bodily injury**, or injury to, or destruction of, any tangible property, including the loss of use resulting therefrom except that this exclusion of **bodily injury** does not apply to mental injury, mental anguish, mental stress, humiliation or emotional distress caused by **personal injury**;

C. **Status as Beneficiary or Distributee**

to any loss sustained by an **Insured** or **claim** made against an **Insured** as beneficiary or distributee of any trust or estate;

D. **Contractual Liability**

to any **claim** based on or arising out of an **Insured's** alleged liability under any oral or written contract or agreement, unless such liability would have attached to any **Insured** in the absence of such agreement;

E. **Insured vs. Insured**

to any **claim** by or on behalf of an **Insured** under this Policy against any other **Insured** hereunder unless such **claim** arises out of **legal services** by an **Insured** rendered to such other **Insured** as a client;

F. **Capacity as Director, Officer, Fiduciary**

to any **claim** based on or arising out of an **Insured's** capacity as:

1. a former, existing or prospective officer, director, shareholder, partner, manager or member (or any equivalent position) of any entity, if such entity is not named in the Declarations; or
2. a trustee of a pension, welfare, profit-sharing, mutual or investment fund or investment trust; or
3. a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other similar state or local law;

except that this exclusion does not apply to a **claim** based on or arising out of an **Insured's** capacity as a **non-profit entity director** of any **non-profit entity** or as a member, director or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees.





G. Capacity as Public Official

to any **claim** based on or arising out of an **Insured's** capacity as a public official or an employee or representative of a governmental body, subdivision or agency unless such **Insured** is deemed as a matter of law to be a public official or employee or representative of such entity solely by virtue of rendering **legal services** to it;

H. Owned Entity

to any **claim** based on or arising out of **legal services** performed, directly or indirectly, for any entity not named in the Declarations, if at the time of the act or omission giving rise to the **claim**, the percentage of ownership interest, direct or indirect, in such entity by any **Insured**, or an accumulation of **Insureds**, exceeded 10%;

I. Insurance Policies or Bonds

to any **claim** based on or arising out of the failure to obtain or maintain insurance policies or bonds for or on behalf of a **non-profit entity**.

V. CONDITIONS

A. Notice

1. Notice of **Claims**

The **Insured**, as a condition precedent to the obligations of the **Company** under this Policy, shall as soon as reasonably practical after learning of a **claim**, give written notice during the **policy period**, any subsequent renewal, or any **extended reporting period**, of such **claim** to the **Company** or the **Company's** licensed agent. Failure to give such notice as soon as reasonably practical shall not invalidate coverage of such **claim**, unless the failure to provide timely notice has prejudiced the **Company** or unless the notice is provided after the expiration of the policy period, any renewal policy period and any extended reporting period. However, failure to give any notice required to be given by this Policy within the time prescribed therein shall not invalidate any **claim** made by the **Insured** or by any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible thereafter.

2. Notice of Potential **Claims**

If during the **policy period** the **Insured** becomes aware of any act or omission that may reasonably be expected to be the basis of a **claim** against the **Insured**, and if the **Insured** gives written notice during the **policy period**, or any subsequent renewal, to the **Company** or the **Company's** licensed agent of such act or omission and the reasons for anticipating a **claim**, with full particulars, including but not limited to:

- a. the specific act or omission;
- b. the dates and persons involved;
- c. the identity of anticipated or possible claimants;
- d. the circumstances by which the **Insured** first became aware of the possible **claim**,

then any such **claim** that arises out of such reported act or omission and that is subsequently made against the **Insured** shall be deemed to have been made at the time such written notice was given to the **Company** or the **Company's** licensed agent.



B. Reimbursement of the **Company**

Subject always to the **Insured's** right to consent to settlement, as set forth in Section I. INSURING AGREEMENT, paragraph C, Settlement, if the **Company**, in the exercise of its discretion and without any obligation to do so, pays any amount within the amount of the deductible, the **Named Insured** shall be liable to the **Company** for any and all such amounts and, upon demand, shall pay such amounts to the **Company**.

C. Territory

This Policy applies to an act or omission taking place, **claims** made, or suits brought anywhere in the world.

D. Other insurance

If there is other insurance that applies to the **claim**, this insurance shall be excess over such other valid and collectible insurance whether such insurance is stated to be primary, contributory, excess, contingent or otherwise. When there is such other insurance, the **Company** will pay only its share of the amount of any **damages** and **claim expenses**, if any, that exceed the sum of:

1. the total amount that all such other insurance would pay for with respect to such **Claim** in the absence of this insurance; and
2. the total of all deductible and self-insured amounts under all that other insurance.

This paragraph does not apply to any other insurance that was bought specifically to apply in excess of the Limits of Liability shown in the Declarations of this Policy.

When this insurance is excess, the **Company** will have no duty under this Policy to defend the **Insured** against any **claim** if any other insurer has a duty to defend the **Insured** against that **claim**. If no other insurer defends, the **Company** will undertake to do so, but it will be entitled to the **Insured's** rights against all those other insurers.

E. Assistance and cooperation of the **Insured**

1. The **Insured** shall cooperate with the **Company** and, upon the **Company's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving of evidence, obtaining the attendance of witnesses, and the conduct of suits and proceedings in connection with a **claim**.
2. The **Insured** shall assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any **Insured** in connection with a **claim**.
3. The **Insured** shall not, except at its own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the consent of the **Company**.

F. Action against the **Company**

No action shall lie against the **Company** by any third party, unless, as a condition precedent thereto:

1. there shall have been full compliance with all the terms of this Policy; and
2. the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** or by written agreement of the **Insured**, the claimant and the **Company**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Company** as a party to any action against an **Insured**, nor shall the **Company** be impleaded by the **Insured** or his legal representative.



G. Bankruptcy or Insolvency

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder.

H. Subrogation

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery thereof against any person or organization. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and collect upon such rights. The **Insured** shall do nothing to prejudice such rights.

I. Changes

None of the provisions of this Policy will be waived, changed or modified except by written endorsement, signed by the **Company**, issued to form a part of this Policy.

J. Assignment

No assignment of interest of the **Insured** under this Policy shall be valid, unless the written consent of the **Company** is endorsed hereon.

K. Cancellation

1. This Policy may be canceled by the **Named Insured** by surrendering it to the **Company** or any of its authorized agents. The **Named Insured** may also cancel this Policy by written notice to the **Company** or the **Company's** licensed agent stating at what future date cancellation is to be effective.
2. If this Policy has been in effect for sixty (60) days or less, this Policy may be canceled by the **Company** by mailing or delivering to the **Named Insured** written notice stating the reason for cancellation at the mailing address shown on the Declarations, and to its authorized agent or broker at least:
  - a. twenty (20) days before the effective date of cancellation if this Policy is canceled for any reason not included in paragraph b. below;
  - b. fifteen (15) days before the effective date of cancellation if this Policy is canceled for any of the following reasons:
    - (1) Non-payment of premium provided; however, a notice of cancellation on this ground shall inform the **Insured** of the amount due;
    - (2) conviction of a crime arising out of acts increasing the hazard insured against;
    - (3) any discovery of fraud or material misrepresentation in the obtaining of this Policy or in the presentation of a **claim**;
    - (4) after issuance of this Policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current **policy period**;
    - (5) material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of this Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time this Policy was issued or last renewed;
    - (6) a determination by the New York State Superintendent of Insurance that continuation of the present premium volume of the **Company** would jeopardize the **Company's** solvency or be hazardous to the interest of the **Company's** policyholders, creditors or the public;
    - (7) a determination by such Superintendent that the continuation of this Policy would violate, or would place the **Company** in violation of, any provision of the New York Insurance Code; or



(8) revocation or suspension of the **Insured's** license to practice law.

3. If this Policy has been in effect for more than sixty (60) days, or if this Policy is a renewal or continuation of a policy issued by the **Company**, this Policy may be canceled by the **Company** only for any reasons listed in paragraph 2.b. above provided a written notice stating the reason for cancellation is mailed or delivered to the **Named Insured** at the address shown in the Declarations, and its authorized agent or broker at least fifteen (15) days before the effective date of cancellation.
4. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on this date. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. If the **Named Insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedure. If the **Company** cancels, earned premium shall be computed pro rata. However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, the **Company** will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
6. If one of the reasons for cancellation set forth in Paragraph L.2.b. exists, we may cancel this entire Policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this Policy.

L. Nonrenewal/Conditional Renewal

1. If the **Company** elects not to renew this Policy, the **Company** shall send notice as provided in paragraph 3. below along with the reason for nonrenewal.
2. If the **Company** conditions renewal of this Policy upon:
  - a. change of limits;
  - b. change in type of coverage;
  - c. reduction of coverage;
  - d. increased deductible;
  - e. addition of exclusion;
  - f. increased premiums in excess of 10%, exclusive of any premium increased due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit; the **Company** shall send notice as provided in paragraph 3.b. below.
3. Notice of nonrenewal and conditional renewal will be provided as follows:
  - a. If the **Company** decides not to renew this Policy or to conditionally renew this Policy as provided in paragraphs 1 and 2. above, the **Company** shall mail or deliver written notice to the **Named Insured** at least sixty (60) days but not more than one hundred twenty (120) days before:
    - (1) the expiration date; or
    - (2) the anniversary date if this is a continuous policy.
  - b. Notice will be mailed or delivered to the **Named Insured** at the address shown in the Declarations and its authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
  - c. The **Company** will not send the **Named Insured** notice of non-renewal or conditional renewal if the **Named Insured** or its authorized agent or broker or another insurer of the **Named Insured** mails or delivers notice that this Policy has been replaced or no longer desired.



4. If the **Company** violates any of the provisions of this subsection by sending the **Named Insured** an incomplete or late conditional notice:
  - a. Coverage will remain in effect at the same terms and conditions of this Policy at the lower of the current rates or the prior period's rates until sixty (60) days after such notice is mailed or delivered, unless the **Named Insured**, during this sixty (60) day period, has replaced the coverage or elects to cancel.
  - b. On or after the expiration date of this Policy, coverage will remain in effect at the same terms and conditions of this Policy for another policy period, at the lower of the current rates or the prior period's rates, unless the **Named Insured**, during the additional policy period, has replaced the coverage or elects to cancel.

M. Entire contract

By acceptance of this Policy the **Insured** agrees that:

1. all of the information and statements provided to the **Company** by the **Insured** are true, accurate and complete and shall be deemed to constitute material representations made by all of the **Insureds**;
2. this Policy is issued in reliance upon the **Insured's** representations; and
3. this Policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Insured** to the **Company** (all of which are deemed to be incorporated herein) embody all of the agreements existing between the **Insured** and the **Company** and shall constitute the entire contract between the **Insured** and the **Company**; and
4. the misrepresentation of any material matter by the **Insured** or the **Insured's** agent, which if known by the **Company** would have led to the refusal by the **Company** to make this contract or provide coverage for a **claim** hereunder and will render this Policy null and void and relieve the **Company** from all liability herein.

N. **Named Insured** sole agent

The **Named Insured** shall be the sole agent of all **Insureds** hereunder for the purpose of effecting or accepting any notices hereunder, any amendments to or cancellation of this Policy, for the completing of any applications and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this Policy, and the exercising or declining to exercise any right under this Policy.

O. Liberalization

If the **Company** adopts any revision that would broaden coverage under this policy form G-118011-A without additional premium at any time during the **policy period**, the broadened coverage will immediately apply to this Policy except that it will not apply to **claims** that were first made against the **Insured** prior to the effective date of such revision.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the **Company** or its authorized representative. If mailed, the date of mailing of such notice shall be deemed to be the date such notice was given and proof of mailing shall be sufficient proof of notice.

Q. Trade and Economic Embargoes

This policy does not provide coverage for **Insureds**, transactions or that part of **damages** or **claims expenses** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

## VI. EXTENDED REPORTING PERIODS



As used herein, "**extended reporting period**" means the period of time after the end of the **policy period** for reporting **claims** that are made against the **Insured** during the applicable **extended reporting period** by reason of an act or omission that occurred prior to the end of the **policy period** and is otherwise covered by this Policy.

- A. The provisions of the **extended reporting period** coverage will not apply, except for the sixty (60) day automatic extended reporting period if the **claims-made relationship** has been less than one year and this Policy has been terminated for nonpayment of premium or fraud.
- B. In the event of **termination of coverage**, or if this Policy is renewed under terms and conditions less favorable to the **Named Insured** than those contained in the preceding policy, a sixty (60) day automatic **extended reporting period** will be granted to the **Named Insured** at no charge in which any **claim** reported will be considered as having been made before the termination date of this Policy. Upon **termination of coverage**, the aggregate limit of liability for this automatic **extended reporting period** shall be equal to the amount remaining in this Policy's annual aggregate liability limit.
- C. Within thirty (30) days after termination, the **Company** will notify the **Named Insured**, in writing, of the automatic sixty (60) day **extended reporting period**. The **Company** will also notify the **Named Insured** of the availability of, the premium for, and the importance of purchasing an additional **extended reporting period**. If the **claims-made relationship** has been in effect for one year or more, and if this Policy has been terminated for nonpayment of premium or fraud, the **Company** shall not be required to provide a premium quotation unless requested by the **Insured**.
- D. The **Named Insured** shall have the greater of sixty (60) days from the effective date of **termination of coverage** or thirty (30) days from the date of mailing or delivery of the advice of the availability to purchase additional **extended reporting period** coverage, to submit written acceptance of the **extended reporting period** coverage. The premium for such additional **extended reporting period** must be paid promptly when due. The premium shall be fully earned at the inception of this endorsement.
- E. If the **Named Insured** has been placed in receivership, liquidation or bankruptcy, or permanently ceases operations, then any one qualifying as an **Insured** has the right to an **extended reporting period** coverage issued in the name of the **Named Insured** for the benefit of all **Insureds**. The request for such **extended reporting period** coverage must be made within one hundred and twenty (120) days of the **termination of coverage**.
- F. Only one such **extended reporting period** coverage endorsement shall be issued and the **extended reporting period** for such coverage shall be one year, three years, six years or unlimited. This period includes the automatic sixty (60) day period specified in Item C. above.
- G. The additional premium for the additional **extended reporting period** shall be based upon the rates for such coverage in effect on the date this Policy was issued or last renewed and shall be for one (1) year at 75% of such premium; three (3) years at 175% of such premium; six (6) years at 225% of such premium; or, for an unlimited period at 250% of such premium.
- H. Upon **termination of coverage**:
  - 1. any return premium due the **Named Insured** shall be credited toward the premium for the additional **extended reporting period** coverage if the **Named Insured** elects such coverage.
  - 2. where premium is due to the **Company** for coverage during the **claims-made relationship**, any monies received by the **Company** from the **Named Insured** as payment for the **extended reporting period** coverage shall first be applied to such premium owing for this Policy.
- I. Limits of liability for such additional **extended reporting period** shall be:
  - 1. at least equal to 100 percent of the policy's annual aggregate limit where a **claims-made relationship** has continued for three years or more; or
  - 2. if the **claims-made relationship** has continued for less than three years, the limit of liability shall be at least equal to the greater of:
    - a. the amount of coverage remaining in such policy's annual aggregate liability limit, or
    - b. 50 percent of such policy's annual aggregate liability limit.





- J. If an **Insured** dies or becomes **totally and permanently disabled** during the **policy period**, then upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**, the **Insured** shall be provided with a death or disability **extended reporting period** as provided below.
1. In the event of death, the estate, heirs, executors or administrators of such **Insured** must, provide the **Company** with written proof of the date of death. This **extended reporting period** is provided to the estate, heirs, executors and administrators of such **Insured** until the executor or administrator of the estate of such **Insured** is discharged.
  2. If an **Insured** becomes **totally and permanently disabled**, such **Insured** or **Insured's** legal guardian must provide the **Company** with written proof that such **Insured** is **totally and permanently disabled**, including the date the disability commenced, certified by the **Insured's** physician. The **Company** retains the right to contest the certification made by the **Insured's** physician, and it is a condition precedent to this coverage that such **Insured** agree to submit to medical examinations by any physician designated by the **Company** at the **Company's** expense. This **extended reporting period** is provided until such **Insured** shall no longer be **totally or permanently disabled** or until the death of such **Insured** in which case subparagraph a. hereof shall apply.
  3. No additional premium will be charged for any death or disability **extended reporting period**.
- K. If an **Insured** retires or otherwise voluntarily ceases, permanently and totally, the "private practice of law" during the **policy period** and has been continuously insured by any lawyers professional liability carrier for at least three consecutive years, then such **Insured** shall be provided with an **extended reporting period** commencing upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**.
- This **extended reporting period** is provided until such **Insured** shall resume the "private practice of law" or until the death of such **Insured** in which case subparagraph J.1. hereof shall apply.
- No additional premium will be charged for any non-practicing **extended reporting period**.
- As used herein, the "private practice of law" means the practice of law performed by an **Insured** for a fee, including hourly, contingent or lump sum, as a sole practitioner or as a partner, officer, director, stockholder-employee, associate, manager, member or employee, of a law firm, or any agreement to act as an independent contractor or "Of Counsel" to a law firm. Private practice of law does not include the practice of law by an **Insured** on a pro bono basis.
- L. Separate limits of liability for death or disability and non-practicing **extended reporting periods** shall apply as follows:
1. Limit of Liability - Each "**Claim**"  
Subject to paragraph 2. below, the **Company's** limit of liability for each **claim** first made against the **Insured**, and reported to the **Company** during the death or disability **extended reporting period** or non-practicing **extended reporting period**, shall not exceed the amount stated in the declarations as the "Each **Claim** Death or Disability and Non-Practicing **extended reporting period** limit of liability".
  2. Limit of Liability - In the Aggregate  
The limit of liability of the **Company** for all **claims** first made against the **Insured**, and reported to the **Company** during the death or disability **extended reporting period** or non-practicing **extended reporting period**, shall not exceed the amount stated in the Declarations as the "Aggregate Death or Disability and Non-Practicing **extended reporting period** limit of liability".

## VII. HEADINGS

The descriptions in the headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.



IN WITNESS WHEREOF, the **Company** has caused this Policy to be executed by its Chairman and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the Declarations.

Chairman

Secretary

Thomas F. Motawick

John M. Miller



# CITY OF SARATOGA SPRINGS - VOUCHER

474 Broadway Saratoga Springs, NY 12866

DEPARTMENT # 1000 DEPARTMENT Mayor

VENDOR # 7080 VENDOR NAME Honeywell Law Firm

REMIT ADDRESS: 3 Winners Circle, Albany, NY 12205

PO#	FINAL		PARTIAL	
INVOICE # and ACCOUNT #	ORG	OBJECT	PROJECT	\$ AMOUNT
Statement 1392 February 2017      Acct 121.01	A3011424	54720		\$2,214.00
Unpaid balance through 3/17	A3011424	54720		\$135.00
RECEIVED BY:      L. Shields				
			TOTAL	\$2,349.00

I certify the articles or services were necessary and for sole use of City; have been received in good condition or properly performed.

  
Department Head or Deputy

3/7/17  
Date

This claim is approved from the appropriation indicated above.

Audited, i.e. this purchase is in conformity  
with appropriate standards and procedures.

Commissioner of Finance

Date

Commissioner of Accounts

PAYEE CERTIFICATION: I certify that the above is just, true and correct, that no part thereof has been paid except as stated and that the balance is actually due and owing and that taxes from which state is exempt are excluded.

Vendor's Signature

Date

Signature required for all vendors who cannot supply an invoice.



# HONEYWELL LAW FIRM PLLC

WWW.HONEYWELLLAWFIRM.COM  
P. 518.512.4580 | F. 518.512.4597  
111 WINNERS CIRCLE, SUITE 200  
ALBANY, NEW YORK 12205

Attn: Vince DeLeonardis  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

Statement Date: February 28, 2017  
Statement No. 1392  
Account No. 121.01  
Page: 1

RE: Labor Issues

## Fees

			Rate	Hours	
02/01/2017	PMA	DPW Personnel Issues- communicate w/ Michael Veitch	180.00	0.40	72.00
	JDH	PBA - labor/management meeting regarding new policy manual; telephone with Attorney Ravalli	180.00	3.20	576.00
02/02/2017	CJH	Application - Communicate with Patsy Berrigan.	180.00	0.20	36.00
	PMA	DPW Personnel Issues- communicate w/ Michael Veitch	180.00	0.10	18.00
02/03/2017	PMA	DPW Issues- communicate w/ Michael Veitch; review notices	180.00	0.10	18.00
02/07/2017	PMA	DPW Personnel Issues- prepare for and attend meetings w/ Kate Amello, Mike Veitch, Frank Coppola and employees; communicate with Marilyn Rivers	180.00	3.70	666.00
02/09/2017	JDH	PBA - telephone with Attorney Ravalli regarding body camera policy and DWI car issue	180.00	0.80	144.00
02/14/2017	JDH	PBA - telephone with the Chief regarding DWI grievance	180.00	0.50	90.00
02/16/2017	PMA	FD Personnel Issue- draft letter of counsel; communicate w/ Danielle Willard	180.00	1.30	234.00
02/21/2017	JDH	PBA (Tetu) - research military duty rights; email advice to Willard regarding leave issues	180.00	1.50	270.00
	JDH	PBA - telephone with Attorney Ravalli regarding grievances (beat cop and DWI car)	180.00	0.50	90.00
		Amount Due for Services Rendered		12.30	2,214.00

## Recapitulation

Timekeeper	Hours	Rate	Total
Honeywell/Jeffrey D	6.50	\$180.00	\$1,170.00
Paul M. Aloy	5.60	180.00	1,008.00
Christopher J. Honeywell	0.20	180.00	36.00

City of Saratoga Springs  
Account No. 121.01  
RE: Labor Issues

Invoice Date: 02/28/2017  
Invoice No. 1392  
Page No. 2

Total Due for This Billing	2,214.00
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Balance Due from Prior Billings	\$13,388.00
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Payments

Total Payments for 02/13/2017	-3,024.00
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Total Payments for 02/27/2017	<u>-10,229.00</u>
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Total Payments	-13,253.00
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Total Balance Due on Account	<u>\$2,349.00</u>
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HONEYWELL LAW FIRM											
PO	PO AMOUNT	% USED									
NONE	\$ -										
A3011424-54720	INVOICE	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT	RECD \$\$	CORRECT INV DATE	CORRECT INV AMT	VARIANCE			
A3011424-54721	1361	2/3/2017	\$ 3,852.00	\$ 3,852.00							
A3011424-54722	1392	2/28/2017	\$ 2,214.00								
A3011424-54722	Unpaid balance as of 3/17 (Variance total)		\$ 135.00								
	<b>TOTALS</b>		\$ 6,066.00	\$ 3,852.00	\$ -		\$ -				
<b>PO</b>	<b>PO AMOUNT</b>	<b>% USED</b>									
160912	\$ 15,000.00	100%									
Addendum One 10/16											
A3011424-54720											
	INVOICE	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT	RECD \$\$	CORRECT INV DATE	CORRECT INV AMT	VARIANCE			
160912	1106	11/30/2016	\$ 2,592.00	\$ 2,592.00	\$2,592.00	9/30/2016	\$2,592.00				
160912	1236	12/13/2016	\$ 3,204.00	\$ 3,204.00	\$3,204.00	11/30/2016	\$3,204.00				
160912	1297	12/31/2016	\$ 3,024.00	\$ 3,024.00	\$3,024.00	12/31/2016	\$3,024.00				
160912	1174	10/31/2016	\$ 4,716.00	\$ 4,716.00	\$4,716.00	10/31/2016	\$4,766.00				
160912	910	6/30/2016	\$ 1,656.00	\$ 1,464.00	\$1,464.00	6/30/2016	\$1,656.00				
A3011424-54760	910	6/30/2016		\$ 192.00	\$192.00		\$0.00				
A3011424-54760	818,928			\$ 5.00	\$5.00		\$0.00				
	<b>TOTALS</b>		\$ 15,192.00	\$ 15,197.00	\$ 15,197.00		\$ 15,242.00	\$ 45.00			

PO	PO AMOUNT	% USED	HONEYWELL LAW FIRM					
160013	\$ 18,175.00	100%						
Exp 12/16								
	INVOICE	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT	RECD \$\$	CORRECT INV DATE	CORRECT INV AMT	VARIANCE
160013	525	02/10/2016	\$ 2,322.00	\$ 2,322.00	\$ 2,322.00	1/31/2016	\$ 2,322.00	
160013	607	03/08/2016	\$ 2,646.00	\$ 2,646.00	\$ 2,646.00	2/29/2016	\$ 2,646.00	
160013	691	04/13/2016	\$ 2,034.00	\$ 2,034.00	\$ 2,034.00	3/31/2016	\$ 2,034.00	
160013	756	06/28/2016	\$ 1,458.00	\$ 1,458.00	\$ 1,458.00	4/30/2016	\$ 1,458.00	
160013	818	05/31/2016	\$ 3,348.00	\$ 3,348.00	\$ 3,348.00	5/31/2016	\$ 3,438.00	
160013	928	09/28/2016	\$ 6,367.00	\$ 6,367.00	\$ 6,367.00	7/31/2016	\$ 6,367.00	
NONE	1034	8/31/2016	\$ 5,670.00	\$ 5,670.00	\$5,670.00		\$5,670.00	
		<u>TOTALS</u>	\$ 23,845.00	\$ 23,845.00	\$ 23,845.00		\$ 23,935.00	\$ 90.00

HONEYWELL LAW FIRM

Cell: F7

Comment: u125:

\$135 is unpaid balance for previous variances through 3/17

Cell: M22

Comment: Lisa Shields:

\$4766 invoiced, \$4716 paid (invoice 1174)

Cell: G24

Comment: u125:

\$192 to pay balance on invoice 910, after PO cap was reached.

Cell: G25

Comment: u125:

\$5.00 to correct amount paid for invoices 818 and 928 on PO 1600013.

Cell: M39

Comment: Lisa Shields:

\$3438 invoiced, \$3348 paid (invoice 818)

Cell: M40

Comment: Lisa Shields:

in Jan 2017 we used \$6282 in calculation of amount invoiced and thought we overpaid invoice 818





HONEYWELL  
LAW FIRM PLLC

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111 WINNERS CIRCLE, SUITE 200  
ALBANY, NEW YORK 12205

Attn: Vince DeLeonardis  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

Statement Date: June 30, 2016  
Statement No. 910  
Account No. 121.01  
Page: 1

RE: Labor Issues

Fees

			Rate	Hours	
06/21/2016	JDH	Ahigan - telephone with Amello	180.00	0.70	126.00
06/23/2016	CJH	Sarro - Communicate with Asish Nelluvely, Esq. Communicate with Marilyn Rivers. Review employment file and records.			
		Communicate with Jeffrey D. Honeywell, Esq.	180.00	0.70	126.00
	JDH	Fire - negotiations preparation; team meeting; mediation	180.00	7.50	1,350.00
06/30/2016	JDH	PBA (Training Grievance) - review and email City	180.00	0.30	54.00
		Amount Due for Services Rendered		9.20	1,656.00

Recapitulation

Timekeeper	Hours	Rate	Total
Honeywell/Jeffrey D	8.50	\$180.00	\$1,530.00
Christopher J. Honeywell	0.70	180.00	126.00

Total Due for This Billing	1,656.00
Balance Due from Prior Billings	\$4,896.00
Total Balance Due on Account	<u>\$6,552.00</u>



HONEYWELL  
LAW FIRM<sub>PLLC</sub>

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III WINNERS CIRCLE, SUITE 200  
ALBANY, NEW YORK 12205

Attn: Vince DeLeonardis  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

Statement Date: May 31, 2016  
Statement No. 818  
Account No. 121.01  
Page: 1

RE: Labor Issues

Fees

			Rate	Hours	
05/02/2016	JDH	CSEA Retiree HI - meeting with Council to review	180.00	1.00	180.00
	JDH	Relyea - meeting with Council to review; draft and email settlement agreement	180.00	2.20	396.00
05/03/2016	JDH	Relyea - telephone with Finneran (3x); telephone with Attorney Dunn	180.00	0.90	162.00
05/05/2016	JDH	CSEA Retiree Health - telephone with Attorney Bamberger	180.00	0.50	90.00
05/11/2016	JDH	CSEA Retiree HI Litigation - review revised pre-2005 stipulation of settlement; make revisions and email Attorney Bamberger; email Deleonardis	180.00	1.50	270.00
	JDH	PBA (Body Camera IP) - review background documents; research issues; draft Answer; letters to counsel, PERB, and client	180.00	2.50	450.00
05/13/2016	JDH	CSEA - Retiree HI - email stipulation to Trish; review changes by Attorney Bamberger; revise and email Stipulation	180.00	1.00	180.00
05/16/2016	JDH	Fire Department - Shift Change IP - review documents; draft answer to IP; letters to PERB, Attorney Dunn, and client	180.00	2.00	360.00
05/17/2016	JDH	PBA/Fire IP's - email summary of status to Mayor	180.00	0.50	90.00
05/18/2016	CJH	Audit - Draft audit letter. Communicate with audit firm.	180.00	0.50	90.00
05/19/2016	JDH	PBA - meeting with Chief and Assistant Chief regarding body cameras	180.00	2.00	360.00
05/26/2016	JDH	PBA - draft Tuition grievance settlement MOA; email Chief; email Attorney Ravalli	180.00	0.50	90.00
05/27/2016	JDH	CSEA Retiree Health - review 2005-2008 stipulation; letter and email to Deleonardis and Bachner	180.00	0.50	90.00





# HONEYWELL LAW FIRM PLLC

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ALBANY, NEW YORK 12205

Attn: Vince DeLeonardis  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

Statement Date: July 31, 2016 ✓  
Statement No. 928  
Account No. 121.01  
Page: 1

RE: Labor Issues

## Fees

			Rate	Hours	
07/05/2016	JDH	Fire Department - review IP background for pre-hearing conference	180.00	1.30	234.00
07/06/2016	JDH	Fire Department - meeting with Chief, Commissioner, and Eileen on IP at PERB and negotiations issues	180.00	2.00	360.00
07/07/2016	JDH	Fire Department (Shift Change IP) - PERB conference	180.00	3.00	540.00
07/12/2016	JDH	PBA - telephone with Attorney Ravalli regarding tuition MOA; telephone with Chief regarding training grievance	180.00	0.80	144.00
07/13/2016	JDH	Fire Department- meeting with Dunn and Conley on negotiations	180.00	3.00	540.00
07/19/2016	JDH	PBA - review college credit MOA; email Chief; email Attorney Ravalli	180.00	1.20	216.00
	JDH	Fire Department (Switch IP) - draft stipulation of settlement; review and revise policy; email Chief	180.00	0.90	162.00
	JDH	Fire Department - prepare for mediation; draft MOA	180.00	2.80	504.00
07/20/2016	JDH	Fire Department - mediation and preparation	180.00	7.30	1,314.00
07/21/2016	JDH	Fire Department - draft MOA; emails with Attorney Dunn	180.00	2.30	414.00
07/22/2016	JDH	Fire Department - review and edit MOA draft from Dunn; email Dunn; review salary schedules from City; email Dunn	180.00	2.90	522.00
	JDH	CSEA - review retiree health insurance letters from City; email Attorney Bamberger	180.00	0.30	54.00
07/25/2016	JDH	Fire Department - review drug and alcohol policy; edit and email Attorney Dunn	180.00	1.30	234.00
07/26/2016	JDH	Fire Department - telephone with Attorney Dunn; emails with City	180.00	1.00	180.00
07/27/2016	PMA	207-a Issue- communicate w/ Danielle Willard; conduct legal			

City of Saratoga Springs  
Account No. 121.01  
RE: Labor Issues

Invoice Date: 07/31/2016  
Invoice No. 928  
Page No. 2

			Rate	Hours	
		research; review cba	180.00	1.00	180.00
	JDH	Fire Department - telephone with Mayor, Commissioner, Chief, and deputy commissioner regarding negotiations; telephone with Mayor	180.00	1.90	342.00
07/28/2016	PMA	207-a Issue- communicate w/ Danielle Willard	180.00	0.10	18.00
	JDH	Fire Department - telephone with Dunn (2x) regarding negotiations; multiple emails	180.00	1.80	324.00
		Amount Due for Services Rendered		34.90	6,282.00

Recapitulation		Hours	Rate	Total
Timekeeper		33.80	\$180.00	\$6,084.00
Honeywell/Jeffrey D		1.10	180.00	198.00
Paul M. Aloy				

#### Expenses

07/22/2016	Administrative fee for PERB Case No.: A2016-119 - Patrol Rifle Certification Training.	50.00
07/27/2016	Fee to file Stipulation of Discontinuance - Saratoga County Clerk's Office.	35.00
	Total Expenses	85.00

Total Due for This Billing - partial pymt. received \*

Balance Due from Prior Billings

total Due: \$1746.00

\$6,552.00

#### Payments

Total Payments for 07/11/2016

✓ -1,458.00

Total Balance Due on Account

\$11,461.00



**HONEYWELL**  
**LAW FIRM** PLLC

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ALBANY, NEW YORK 12205

Attn: Vince DeLeonardis  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

Statement Date: October 31, 2016  
Statement No. 1174  
Account No. 121.01  
Page: 1

RE: Labor Issues

Fees

			Rate	Hours	
10/04/2016	PMA	Personnel Issue (Butler)- prepare for and attend meeting	180.00	3.30	594.00
10/05/2016	PMA	Personnel Issue (Butler)- review background documents; communicate w/ Chief Veitch and Kate Amello	180.00	0.80	144.00
10/07/2016	PMA	Personnel Issue (Butler)- draft charges; communicate w/ Commissioner Mathiesen, Chief Veitch, Kate Amello, Eileen Finneran and Diane Selchick, CSEA LRS	180.00	1.00	180.00
	CJH	Personnel Issue (Butler) - Research referral of charges and final decisions. Conference with Paul M. Aloy, Esq.	180.00	1.00	180.00
10/11/2016	CJH	Personnel Issue (Butler) - Research Section 75 requirements, caselaw re: chain of command, hearing officers, and recusals. Communicate with Paul M. Aloy, Esq.	180.00	2.00	360.00
	PMA	Personnel Issue (Butler)- communicate w/ Diane Selchick, CSEA LRS; consult w/ Christopher J. Honeywell, Esq.; revise letter; communicate w/ Commissioner Mathiesen, Kate Amello, Eileen Finneran, Chief Veitch and Danielle Willard	180.00	0.60	108.00
10/12/2016	JDH	Fire Department - emails on final CBA with City and Attorney Dunn	180.00	0.80	144.00
	PMA	Personnel Issue (Butler)- communicate w/ Brian Devane, Esq. and Danielle Willard	180.00	0.30	54.00
10/13/2016	PMA	Personnel Issue (Carlson)- communicate w/ Kate Amello	180.00	0.10	18.00
10/17/2016	JDH	Retiree Health Issue - review email and respond to Bachner	180.00	0.50	90.00
10/18/2016	JDH	LaSalle - telephone with Attorney Aspland	180.00	0.60	108.00
10/19/2016	PMA	Personnel Issue (Butler)- communicate w/ Kate Amello, Eileen Finneran and Diane Selchick, CSEA LRS; review letter; draft settlement agreement	180.00	1.40	252.00

City of Saratoga Springs  
Account No. 121.01  
RE: Labor Issues

Invoice Date: 10/31/2016  
Invoice No. 1174  
Page No. 2

			Rate	Hours	
10/20/2016	PMA	Personnel Issue (Butler)- communicate w/ Kate Amello, Chief Veitch and Diane Selchick, CSEA LRS	180.00	0.20	36.00
10/21/2016	JDH	PBA Discipline Issues - meeting with Chief and Assistant Chief	180.00	3.50	630.00
10/24/2016	PMA	Personnel Issue (Butler)- communicate w/ Diane Selchick, CSEA LRS; revise settlement agreement	180.00	0.20	36.00
	PMA	PBA Discipline Issues- review CBA, General Orders and Interrogation questions; consult w/ Jeffrey D. Honeywell, Esq.	180.00	0.30	54.00
	JDH	PBA (Thorpe) - telephone with Attorney Ravalli (2x); telephone with Chief	180.00	1.00	180.00
	PMA	Personnel Issue (Carlson)- communicate w/ Kate Amello	180.00	0.10	18.00
10/25/2016	JDH	PBA (Thorpe) - review statements; email interrogation statement; employee interrogation and follow-up	180.00	4.30	774.00
10/27/2016	PMA	Tetu 207-c- communicate w/ Assistant Chief Catone and Danielle Willard; conduct legal research; review procedure	180.00	1.10	198.00
10/28/2016	PMA	Tetu 207-c- communicate w/ Chief Veitch, AC Catone and Danielle Willard; review background documents; draft response	180.00	1.40	252.00
10/31/2016	PMA	Tetu 207-c- review background documents re: prior injury; communicate w/ Danielle Willard	180.00	0.50	90.00
	JDH	Fire Department - review final CBA and emails with Attorney Dunn; telephone with Attorney Dunn	180.00	1.20	216.00
		<b>Amount Due for Services Rendered</b>		<b>26.20</b>	<b>4,716.00</b>

#### Recapitulation

Timekeeper	Hours	Rate	Total
Honeywell/Jeffrey D	11.90	\$180.00	\$2,142.00
Paul M. Aloy	11.30	180.00	2,034.00
Christopher J. Honeywell	3.00	180.00	540.00

#### Expenses

10/17/2016	Administrative Fee for PERB Case No.: A2016-231 - Uniform Allowance - Montelone	50.00
	Total Expenses	50.00
	Total Due for This Billing	4,766.00
	Balance Due from Prior Billings	\$16,375.00

#### Payments

Total Payments for 10/11/2016	-6,367.00 ✓
Total Balance Due on Account	<u>\$14,774.00</u>





## City of Saratoga Springs, NY Contract

City Project Number: RFP 2017-17 City Project Name: Proposal for the Provision of Labor and Employment Legal Services  
City Department: Mayor Department Contact Person: Meg Kelly, Deputy Mayor City Ext. 2523  
Company Name: Goldberger and Kremer  
Company Address: 39 North Pear Street, Suite 201, Albany, NY 12207  
Company Telephone No.: 518-436-8313 Company Fax No.: 518-436-8316  
Vendor and/or Service Provider Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Primary Contact Email: \_\_\_\_\_  
Service to be Provided: \_\_\_\_\_  
Remit Name (If different from above): \_\_\_\_\_  
Remit Address: \_\_\_\_\_

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **Proposal for the Provision of Labor and Employment Legal Services**, the Vendor and/or Service Provider submitted proposals dated **February 23, 2017** (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date **for a period of one (1) year ending March 6, 2018 with the option to renew for an additional one (1) year, up to three (3) years.** Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted **not to exceed \$15,000 at the hourly rate quoted in the response for RFP 2017-17**, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Managers for the Vendor and/or Service Provider are Bryan Goldberger and Brian Kremer. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:  
  
    **To the City:** Mayor, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
  
    **With a copy to:** City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
  
    **To Vendor and/or Service Provider:** Goldberg and Kremer, 39 North Pear Street, Suite 201, Albany, NY 12207
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement or a combination thereof:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contact as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its

services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes

of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

**City Certification:** In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

**Vendor and/or Service Provider Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**City of Saratoga Springs' Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** Joanne Yepsen **Title:** Mayor **City Council Approval Date:** \_\_\_\_\_





# City of Saratoga Springs

OFFICE OF THE MAYOR

Joanne D. Yepsen, Mayor

474 Broadway  
Saratoga Springs, New York 12866  
Telephone 518-587-3550 ext. 2514 • Fax 518-587-1688

Meg Kelly  
Deputy Mayor

Lisa Shields  
Executive Assistant  
to the Mayor

March 3, 2017

John Franck  
Commissioner of Accounts  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

Dear Commissioner Franck,

We are requesting that the Accounts Department place the Award of Bid for a **Contract with GOLDBERGER AND KREMER, ATTORNEYS AT LAW for hourly services on Labor and Employee legal matters, NOT TO EXCEED \$15,000** on your agenda for March 7, 2017. The budget line for this contract is A3011424-54720.

The Mayor will bring a contract for City Council approval on her agenda at this same meeting.

Thank you,

Meg Kelly  
Deputy Mayor

MK/lds



**City of Saratoga Springs**  
**OFFICE OF COMMISSIONER OF ACCOUNTS**

474 Broadway - City Hall  
Saratoga Springs, New York 12866

Telephone 518-587-3550  
Fax 518-587-6512

JOHN P. FRANCK  
COMMISSIONER

MAIRE MASTERSON  
DEPUTY COMMISSIONER

# Award/Extension of Bid Sign-Off Form

## Award of Bid

Prior to an award of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's commissioner/mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- the Assistant Purchasing Agent **must** review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached to request an award of bid; and
- budget line item **must** be identified and indicated below.

## Extension of Bid

Prior to an extension of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's commissioner/mayor requesting the extension of bid be placed on Commissioner Franck's agenda; and
- A copy of the page from the previous year's bid showing the bid can be extended; and
- the Assistant Purchasing Agent **must** review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor continues to meet all insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached to request an extension of bid; and
- budget line item **must** be identified and indicated below.

Department That Owns Award/Extension of Bid: MAYOR

Project or Item Being Awarded: CONTRACT FOR HOURLY SERVICES ON LABOR AND  
EMPLOYEE LEGAL MATTERS NOT TO EXCEED \$15,000.

Item Being Extended: \_\_\_\_\_

Vendor Who Won the Bid: GOLDBERGER AND KREMER, ATTORNEYS AT LAW

Budget Line Item: A3011424-54720 \_\_\_\_\_

Budget Line Item: \_\_\_\_\_

Assistant Purchasing Agent: Purchasing policy has X / has not \_\_\_\_\_ been followed in the selection of the winner of the bid or bid extension.

William Richards  
Assistant Purchasing Agent

3/3/17  
Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended has ✓ / has not \_\_\_\_\_ met all insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.

[Signature]  
Director of Risk and Safety

3/3/17  
Date

COI for excess to be given 3/6/17

**\*\*An award/extension of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.**



# City of Saratoga Springs

OFFICE OF THE MAYOR

Joanne D. Yepsen, Mayor

474 Broadway  
Saratoga Springs, New York 12866  
Telephone 518-587-3550 ext. 2514 • Fax 518-587-1688

Meg Kelly  
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Thank you,

Meg Kelly  
Deputy Mayor

MK/ljs

**Bid Results 2017-17**

	<b>Purchasing</b>	<b>Risk and Safety</b>
<b>DeFio Kean, PLLC</b> Elena DeFio Kean 125 Wolf Road, Suite 509 Albany, NY 12205 <a href="mailto:edk@defiokeanlaw.com">edk@defiokeanlaw.com</a>	\$175.00/hr for Partner/of Counsel/Associate \$90.00/hr/Paralegal/Law Student	No proof of auto E&O only 1M/1M No proof of excess
<b>Towne, Ryan, &amp; Partners, P. C.</b> Claudia A. Ryan 137 Maple Avenue Saratoga Springs, NY 12866 <a href="mailto:claudia.ryan@townelaw.com">claudia.ryan@townelaw.com</a>	\$180.00/hr	Requirements met. City needs to be named additional insured insured primary and non contributory basis
<b>Goldberger and Kremer, Attorneys at Law</b> Bryan Goldberger 39 North Pearl Street, Suite 201 Albany, NY 12207 <a href="mailto:bgoldberger@goldbergerandkremer.com">bgoldberger@goldbergerandkremer.com</a>	\$155.00/hr	Requirements met. No proof of excess
<b>Abrams Fensterman Fensterman Eisman</b> <b>Formato Ferrara Wolf, LLP</b> Frank Carone 1 Metrotech Center Suite 1701 Brooklyn, NY 11201 <a href="mailto:fcarone@abramslaw.com">fcarone@abramslaw.com</a>	\$225.00/ hr partners \$180.00/hr associates \$125.00 paralegals	Requirements met. Requirements not met.
<b>Honeywell Law Firm, LLC</b> Jeffrey Honeywell, Esq. 3 Winners Circle, Suite 200 Albany, NY 12205 <a href="mailto:JDH@Honeywelllawfirm.com">JDH@Honeywelllawfirm.com</a>	\$180.00/hr	Requirements met. No proof of E&O



# CERTIFICATE OF LIABILITY INSURANCE

GOLDB-2

OP ID: LB

DATE (MM/DD/YYYY)

03/03/2017

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 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).

<b>PRODUCER</b> Fragomeni Insurance & Financial Services, Inc. 3257 Rt 9 Saratoga Springs, NY 12866 David Fragomeni		<b>Phone:</b> 518-584-4200 <b>Fax:</b> 518-584-8664		<b>CONTACT NAME:</b> Lori Weekly <b>PHONE (A/C, No, Ext):</b> 518-584-4200 <b>FAX (A/C, No):</b> 518-584-8664 <b>E-MAIL ADDRESS:</b> lori@fragomeni-insurance.com	
<b>INSURED</b> Bryan Goldberger & Brian Kremer dba Goldberger & Kremer 39 North Pearl Street, Ste201 Albany, NY 12207		<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
		INSURER A : National Grange Mutual			226
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

**COVERAGES****CERTIFICATE NUMBER: 1****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X		BPV36568	05/25/2016	05/25/2017	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GENERAL AGGREGATE \$ 4,000,000						
	PRODUCTS - COMP/OP AGG \$ 4,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b>			BPV36568	05/25/2016	05/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS ALSO LISTED AS PRIMARY &amp; NON-CONTRIBUTORY ADDITIONAL INSURED.

**CERTIFICATE HOLDER****CANCELLATION**

SARATA1

CITY OF SARATOGA SPRINGS  
OFFICE OF RISK & SAFETY  
474 BROADWAY  
SARATOGA SPRINGS, NY 12866

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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# CERTIFICATE OF LIABILITY INSURANCE

GOLDB-2

OP ID: LB

DATE (MM/DD/YYYY)

03/03/2017

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 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).

<b>PRODUCER</b> Fragomeni Insurance & Financial Services, Inc. 3257 Rt 9 Saratoga Springs, NY 12866 David Fragomeni	<b>Phone:</b> 518-584-4200 <b>Fax:</b> 518-584-8664	<b>CONTACT NAME:</b> Lori Weekly <b>PHONE (A/C, No, Ext):</b> 518-584-4200 <b>FAX (A/C, No):</b> 518-584-8664 <b>E-MAIL ADDRESS:</b> lori@fragomeni-insurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Grange Mutual <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Bryan Goldberger & Brian Kremer dba Goldberger & Kremer 39 North Pearl Street, Ste201 Albany, NY 12207		<b>NAIC #</b> 226

**COVERAGES****CERTIFICATE NUMBER: 1****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION INSURER WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	BPV36568	05/25/2016	05/25/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BPV36568	05/25/2016	05/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS ALSO LISTED AS PRIMARY & NON-CONTRIBUTORY ADDITIONAL INSURED.

**CERTIFICATE HOLDER****CANCELLATION**

SARATA1

CITY OF SARATOGA SPRINGS  
OFFICE OF RISK & SAFETY  
474 BROADWAY  
SARATOGA SPRINGS, NY 12866

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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/15/2017

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).

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS: <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Twin City Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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**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 INSR	SUBR TYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG GV5485	01/01/2017	01/01/2018	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

GOLDBERGER AND KREMER  
39 N PEARL ST STE 201  
ALBANY, NY 12207

## 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

*For Tailor*

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## Lawyers Professional Liability Policy Declarations

Agency:  
740558

Branch:  
912

Policy Number:  
425256901

Insurance is provided by Continental Casualty Company,  
333 S. Wabash Ave. Chicago IL 60604  
A Stock Insurance Company.

### NOTICE:

THIS IS A CLAIMS MADE POLICY. EXCEPT TO SUCH EXTENT AS MAY BE PROVIDED HEREIN, THIS POLICY IS LIMITED TO LIABILITY FOR THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD OR ANY SUBSEQUENT RENEWAL. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE UPON TERMINATION OF COVERAGE UNLESS, AND TO THE EXTENT, THE EXTENDED REPORTING PERIOD APPLIES. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS WITH YOUR INSURANCE AGENT OR BROKER.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118015-A31 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118016-A31 or G-118020-A31 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE APPLICABLE DEDUCTIBLE.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118017-A31 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118081-A31 or GSL-10552-NY IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE APPLICABLE DEDUCTIBLE.

#### 1. NAMED INSURED AND MAILING ADDRESS:

Goldberger & Kremer  
39 North Pearl Street  
Suite 201  
Albany, NY 12207

#### 2. POLICY PERIOD:

Inception: 12/28/2016                      Expiration: 12/28/2017  
at 12:01 A.M. Standard Time at the address shown above

#### 3. LIMITS OF LIABILITY:

Each Claim: \$1,000,000                      Aggregate: \$2,000,000

Death or Disability and Non-Practicing

Extended Reporting Period Limit of Liability:      Each Claim: \$1,000,000                      Aggregate: \$2,000,000

#### 4. DEDUCTIBLES:

Each Claim: \$5,000                      Aggregate: \$5,000

#### 5. POLICY PREMIUM:

NY State Bar Association Membership Credit:

\$-228

Annual Premium:

\$4,323.00



Total Amount Due:

\$4,323.00

*Includes CNA Risk Control Credit of  
Includes Net Protect Premium, see coverage endorsement if applicable*

\$- 177.00

*The premium for any Extended Claim Reporting Period requested as specified in this policy will be:  
75% of the annual premium for one year; 175% of the annual premium for 3 years; 225% of the annual premium for 6 years  
or 250% of the annual premium for an unlimited number of years.*

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6. **FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**

G-118011-A31 (Ed. 12/2009), G-118012-A31 (c) (Ed. 04/2010), CNA-77115-NY (Ed. 11/2013), G-118019-A31 (Ed. 01/2010), G-118024-A (Ed. 04/2008), G-118047-A31 (Ed. 04/2010), G-145184-A (Ed. 06/2003), GSL-12439-XX (Ed. 03/2009)

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7. **WHO TO CONTACT:**

To report a claim:  
CNA - Claims Reporting  
P.O. Box 8317  
Chicago, IL 60680-8317  
Fax: 866-773-7504 / Online: [www.cna.com/claims](http://www.cna.com/claims)  
Email: [SpecialtyProNewLoss@cna.com](mailto:SpecialtyProNewLoss@cna.com)  
Lawyers Claim Reporting Questions: 800-540-0762

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Countersignature

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Date

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Authorized Representative

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10/19/2016  
Date



## Plaza 15 Self Storage SELF STORAGE RENTAL AGREEMENT - 185T

Customer Name : SARATOGA SPRINGS CITY HALL  
Address : 474 BROADWAY  
SARATOGA SPRINGS, NY 12866  
Home Phone : (518)587-3550  
Work Phone : (518)587-3550 2617  
Driver's License #:  
E-Mail: MARYLIN.RIVERS@SARATOGA-SPRINGS.ORG

X \_\_\_\_\_ (initials) Plaza 15 Self Storage acknowledges that your Email address is highly confidential. This highly confidential information will be treated with the utmost respect. We do not provide, supply, sell or otherwise distribute your personal information, including email address, to any third party.

X \_\_\_\_\_ (initials) I, SARATOGA SPRINGS CITY HALL, have no e-mail address and indemnify Plaza 15 Self Storage for failure to contact me via e-mail.

**HELP US NEVER LOSE CONTACT WITH YOU IN CASE OF FIRE, FLOOD, BURGLARY OR BREAK-IN**

Emergency Alternate Contact (Must be completed. Designate a person residing at a permanent address other than your own.)

Alternate Contact Name

*Nancy Wagner*

Address

*474 Broadway*

Phone #

*587-3550  
EX 2617*

ONLY THE CUSTOMER AND AUTHORIZED ACCESS PERSONS WILL BE ALLOWED TO THE ROOM UNDER THIS AGREEMENT. Plaza 15 Self Storage MUST BE NOTIFIED IN WRITING OR VIA THE PREMIER CUSTOMER CLUB OF ANY CHANGES OF AUTHORIZED PERSONS, ADDRESS, TELEPHONE, OR LOST OR STOLEN CARDS.

**Credit Card / RECURRING ACH Payment Plan:**

I have authorized Plaza 15 Self Storage to automatically debit my bank account or charge my credit card as applicable and requested every month for all charges associated with my storage room. (Cardholder agrees to notify Plaza 15 Self Storage of any changes to the banking or credit card information (account number and expiration date).

X Authorized Signature \_\_\_\_\_

**CAUTION:**

Failure to pay on due date will result in:

\$15 late-fee charged. Denied access to your room.

\$15 pre-lien fee charged 15 days after the due date.

\$50 lien processing fee. Assessment of a lien and sales of stored goods.

**CONTRACT DETAIL:**

Room Size : 10X10X8 Monthly Due Date : 1 Total due Monthly : \$125.00

X Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**INSURANCE REQUIREMENT****Protecting your property in storage is your responsibility****Option One (The recommended choice)**

I understand that Plaza 15 Self Storage does not insure my goods and is not responsible for damage or loss to my stored property. I confirm that Plaza 15 Self Storage has recommended that I provide proof of insurance coverage or immediately obtain coverage for my stored property. I confirm that Safestor Tenant Insurance has been offered.

\_\_\_\_ Yes, I want to cover my stored items with Safestor Tenant Insurance with the coverage limit selected. I understand that the coverage is effective immediately at time of payment. I understand that the monthly rate to cover my stored goods is being collected by the facility and forwarded to the insurance as a courtesy. I understand that the storage facility is not responsible for paying my monthly premium if I fail to make payments. I understand that the facility may retain a portion of the monthly tenant insurance premium payment to cover the administration of the policy.

**Select Coverage and Rate**

\_\_\_\_ \$1,000 of coverage is \$7.95  
 \_\_\_\_ \$5,000 of coverage is \$10.95  
 \_\_\_\_ \$10,000 of coverage is \$20.95  
 \_\_\_\_ \$15,000 of coverage is \$35.95

\_\_\_\_ No, I decline participation in Safestor Tenant Insurance. I understand that by declining coverage I am completely responsible for any loss or damage to my property including but not limited to: mold, vermin, water damage, fire/smoke, tornado/hurricane, earthquake, lightning/hail, and burglary. I understand that the storage facility is not responsible for loss or damage to my stored goods and agree to hold this storage facility harmless. I understand that if I have a homeowner's or renter's insurance policy it may exclude coverage for my goods stored away from my primary residence or provide only limited coverage for these items.

Insurance Company Name: \_\_\_\_\_

Type: \_\_\_\_ Homeowners \_\_\_\_ Renters \_\_\_\_ Business Owners \_\_\_\_ Other \_\_\_\_\_

Policy #: \_\_\_\_\_ Deductible: \_\_\_\_\_

I acknowledge that I have read the above information and have selected the best option for me.

**Customer Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Unit #:** \_\_\_\_\_

**ATTENTION**

This is a month-to-month lease. The term of this tenancy shall commence on the rental agreement date written, and shall continue thereafter on a monthly basis. Rent is payable in advance of the rental agreement date specified. Plaza 15 Self Storage is not a bailee of customer's property. **Plaza 15 Self Storage does not accept control, custody or responsibility for the care of property.** Customer shall notify Plaza 15 Self Storage immediately, in writing, of address or telephone changes. Customers must provide their own **diskus style** lock (only one customer lock per room). Plaza 15 Self Storage may, but is not required to, lock the space if it is found open. Rent paid in advance is considered prepaid rent and will be refunded upon vacating. There is no refund for unused days if you vacate after the rent due date of the current month. Plaza 15 Self Storage reserves the right to change storage room rates with 30 days prior written notice to customer. It is your responsibility to pay on or before the due date. Free self-addressed payment envelopes may be provided for mailing rental payments. Plaza 15 Self Storage has the right to establish or change hours of operation or to proclaim rules and amendments, or additional rules and regulations for the safety, care and cleanliness of the premises or the preservation of good order at the facility. Customer agrees to follow all of the Plaza 15 Self Storage rules currently in effect, or that may be put into effect from time to time. Customer's access to the premises may be conditioned in any manner deemed reasonably necessary by Plaza 15 Self Storage to maintain order on the premises. Such measures may include, but are not limited to, requiring verification of customer's identity, limiting hours of operation and requiring customer to sign in and sign out upon entering and leaving the premises. Customer Understands all sizes are approximate.

**CAUTION**

If rent is not paid on or before the due date, a \$15 late charge is due. A \$15 pre-lien fee will be charged if payment is not received 15 days after the due date. A \$50 lien processing fee plus all expenses associated with the sale will also be charged when the rent is 30 days late. The customer shall bear all risks of loss or damage to any and all property stored in the rental space, including, but not limited to, loss or damage resulting from the negligence of Plaza 15 Self Storage. Plaza 15 Self Storage is hereby given a contractual landlord's lien upon all property stored by the customer to secure payment of all monies due under this agreement, including any fees and costs. The lien exists and will be enforceable from the date rent or other charges are due and unpaid. The property shall be deemed to be

attached from the first day of this agreement. The property stored in the leased space may be sold to satisfy the lien if customer remains in default for 30 days or more. Written notice will be sent to the customer during the default period. Proceeds from the sale will be distributed first to satisfy all liens. The remainder, if any, will be held for the customer for six months, then the funds will be transferred to the appropriate state authority. This lien and all rights granted are in addition to any lien or rights granted by the statutes of the state. In addition to the rents and charges agreed upon and provided for in this rental agreement, customer shall be liable for all costs, fees and expenses, including attorney's fees, reasonably incurred, incident to default, present or future, for the preservation, storage, inventory, advertisement and sale of the property stored in the rental space, or other disposition, and to enforce the rights provided for under this rental agreement. Plaza 15 Self Storage shall be entitled to attorney fees and costs incurred in enforcing its rights under this agreement. Upon default of any obligation under this rental agreement, customer and all authorized individuals shall be denied access to the property contained in the rental space until such time that the default has been remedied and the total balance owed has been paid in full. Customer shall be permitted to have access to the rental space for the purpose of viewing and verifying the contents of the rental space during the default period. A minimum \$10 cleaning fee will be assessed if the space is dirty or in need of repair at contract termination. Customer can use dumpster only after paying appropriate Dumpster fee. Customers are never to use dumpsters for disposal of hazardous or toxic materials, or wastes (e.g., paints, chemicals, flammables, etc.), off-site refuse or items such as couches, mattresses, etc.

#### WARNING

Customer shall have access to the rental space only for the purpose of storing and removing property stored in that rental space. The rental space shall not be used for residential purposes or operation of a business. Customer agrees not to store any hazardous materials, hazardous substance, hazardous waste, solid waste, toxic chemicals, illegal goods, explosives, highly flammable materials, perishable foods or any other goods which may cause danger or damage to the rental space. Customer agrees not to store any living creature or organism, or any dead animal or other carcass. Customer agrees that personal property and rental space shall not be used for any unlawful purpose. Customer agrees not to store property with a total value in excess of \$15,000. Customer agrees not to leave waste, not to alter or affix signs on the rental space and agrees to keep the rental space in good condition during the term of the rental agreement. Plaza 15 Self Storage property, such as furniture pads or storage carts, shall not be placed or locked in the rental space. Customer agrees not to store collectibles, heirlooms, jewelry, works of art or any other item of sentimental value.

#### LOW COST INSURANCE COVERAGE TERMS AND CONDITIONS:

Insurance coverage is only effective for customers who have elected Insurance protection on the reverse side of this form, and paid the appropriate Insurance fee. Valuation of Loss: Loss is adjusted at actual cash value. There is a \$100 deductible for each loss occurrence and property is covered only while within the Plaza 15 Self Storage storage room. If a customer rents more than one room, Insurance must be purchased separately for each room the customer wishes to protect. Exclusions: There is no protection for: (1) loss or damage to bills, currency, securities, notes, deeds, furs, antiques, jewelry, artwork, precious metals or stones, vehicles or contraband (2) loss resulting from theft, except burglary\* evidenced by visible signs of forced entry (3) loss resulting from mysterious disappearance, intentional or criminal acts (4) damage resulting from flood, tidal waters, groundwater or any subsurface water including sewers and drains (5) damage resulting from nuclear explosion or contamination, war or civil insurrection, natural deterioration, insect infestation, wear and tear or atmospheric change. Protection Period: Insurance fees must be paid in advance for the same number of months for which you make storage-rent payments. Nonpayment or breach of rental agreement automatically terminates this protection. Protection is underwritten by Repwest Insurance Company. REPORT CLAIMS TO: Repwest Insurance Company P.O. Box 21748 Phoenix, AZ 85036-1748. Phone 1-800-528-7134

X Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Plaza 15 Self Storage SELF STORAGE RENTAL AGREEMENT - 1525**

**Customer Name :** SARATOGA SPRINGS CITY HALL  
**Address :** 474 BROADWAY  
SARATOGA SPRINGS, NY 12866  
**Home Phone :** (518)587-3550  
**Work Phone :** (518)587-3550 2617  
**Driver's License #:**  
**E-Mail:** MARYLIN.RIVERS@SARATOGA-SPRINGS.ORG

X \_\_\_\_\_ (initials) Plaza 15 Self Storage acknowledges that your Email address is highly confidential. This highly confidential information will be treated with the utmost respect. We do not provide, supply, sell or otherwise distribute your personal information, including email address, to any third party.

X \_\_\_\_\_ (initials) I, SARATOGA SPRINGS CITY HALL, have no e-mail address and indemnify Plaza 15 Self Storage for failure to contact me via e-mail.

**HELP US NEVER LOSE CONTACT WITH YOU IN CASE OF FIRE, FLOOD, BURGLARY OR BREAK-IN**

Emergency Alternate Contact (Must be completed. Designate a person residing at a permanent address other than your own.)

Alternate Contact Name	Address	Phone #
NANCY ZWAGNER	474 Broadway	518 587-3550 2617

ONLY THE CUSTOMER AND AUTHORIZED ACCESS PERSONS WILL BE ALLOWED TO THE ROOM UNDER THIS AGREEMENT. Plaza 15 Self Storage MUST BE NOTIFIED IN WRITING OR VIA THE PREMIER CUSTOMER CLUB OF ANY CHANGES OF AUTHORIZED PERSONS, ADDRESS, TELEPHONE, OR LOST OR STOLEN CARDS.

**Credit Card / RECURRING ACH Payment Plan:**

I have authorized Plaza 15 Self Storage to automatically debit my bank account or charge my credit card as applicable and requested every month for all charges associated with my storage room. (Cardholder agrees to notify Plaza 15 Self Storage of any changes to the banking or credit card information (account number and expiration date).

X Authorized Signature \_\_\_\_\_

**CAUTION:**

Failure to pay on due date will result in:

- \$15 late-fee charged. Denied access to your room.
- \$15 pre-lien fee charged 15 days after the due date.
- \$50 lien processing fee. Assessment of a lien and sales of stored goods.

**CONTRACT DETAIL:**

Room Size :10X25X8 Monthly Due Date : 1 Total due Monthly :\$180.00

X Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**INSURANCE REQUIREMENT****Protecting your property in storage is your responsibility****Option One (The recommended choice)**

I understand that Plaza 15 Self Storage does not insure my goods and is not responsible for damage or loss to my stored property. I confirm that Plaza 15 Self Storage has recommended that I provide proof of insurance coverage or immediately obtain coverage for my stored property. I confirm that Safestor Tenant Insurance has been offered.

\_\_\_\_ Yes, I want to cover my stored items with Safestor Tenant Insurance with the coverage limit selected. I understand that the coverage is effective immediately at time of payment. I understand that the monthly rate to cover my stored goods is being collected by the facility and forwarded to the insurance as a courtesy. I understand that the storage facility is not responsible for paying my monthly premium if I fail to make payments. I understand that the facility may retain a portion of the monthly tenant insurance premium payment to cover the administration of the policy.

**Select Coverage and Rate**

\_\_\_\_ \$1,000 of coverage is \$7.95  
\_\_\_\_ \$5,000 of coverage is \$10.95  
\_\_\_\_ \$10,000 of coverage is \$20.95  
\_\_\_\_ \$15,000 of coverage is \$35.95

\_\_\_\_ No, I decline participation in Safestor Tenant Insurance. I understand that by declining coverage I am completely responsible for any loss or damage to my property including but not limited to: mold, vermin, water damage, fire/smoke, tornado/hurricane, earthquake, lightning/hail, and burglary. I understand that the storage facility is not responsible for loss or damage to my stored goods and agree to hold this storage facility harmless. I understand that if I have a homeowner's or renter's insurance policy it may exclude coverage for my goods stored away from my primary residence or provide only limited coverage for these items.

Insurance Company Name: \_\_\_\_\_

Type: \_\_\_\_ Homeowners \_\_\_\_ Renters \_\_\_\_ Business Owners \_\_\_\_ Other \_\_\_\_\_

Policy #: \_\_\_\_\_ Deductible: \_\_\_\_\_

I acknowledge that I have read the above information and have selected the best option for me.

**Customer Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Unit #:** \_\_\_\_\_

**ATTENTION**

This is a month-to-month lease. The term of this tenancy shall commence on the rental agreement date written, and shall continue thereafter on a monthly basis. Rent is payable in advance of the rental agreement date specified. Plaza 15 Self Storage is not a bailee of customer's property. **Plaza 15 Self Storage does not accept control, custody or responsibility for the care of property.** Customer shall notify Plaza 15 Self Storage immediately, in writing, of address or telephone changes. Customers must provide their own **diskus style** lock (only one customer lock per room). Plaza 15 Self Storage may, but is not required to, lock the space if it is found open. Rent paid in advance is considered prepaid rent and will be refunded upon vacating. There is no refund for unused days if you vacate after the rent due date of the current month. Plaza 15 Self Storage reserves the right to change storage room rates with 30 days prior written notice to customer. It is your responsibility to pay on or before the due date. Free self-addressed payment envelopes may be provided for mailing rental payments. Plaza 15 Self Storage has the right to establish or change hours of operation or to proclaim rules and amendments, or additional rules and regulations for the safety, care and cleanliness of the premises or the preservation of good order at the facility. Customer agrees to follow all of the Plaza 15 Self Storage rules currently in effect, or that may be put into effect from time to time. Customer's access to the premises may be conditioned in any manner deemed reasonably necessary by Plaza 15 Self Storage to maintain order on the premises. Such measures may include, but are not limited to, requiring verification of customer's identity, limiting hours of operation and requiring customer to sign in and sign out upon entering and leaving the premises. Customer Understands all sizes are approximate.

**CAUTION**

If rent is not paid on or before the due date, a \$15 late charge is due. A \$15 pre-lien fee will be charged if payment is not received 15 days after the due date. A \$50 lien processing fee plus all expenses associated with the sale will also be charged when the rent is 30 days late. The customer shall bear all risks of loss or damage to any and all property stored in the rental space, including, but not limited to, loss or damage resulting from the negligence of Plaza 15 Self Storage. Plaza 15 Self Storage is hereby given a contractual landlord's lien upon all property stored by the customer to secure payment of all monies due under this agreement, including any fees and costs. The lien exists and will be enforceable from the date rent or other charges are due and unpaid. The property shall be deemed to be attached

from the first day of this agreement. The property stored in the leased space may be sold to satisfy the lien if customer remains in default for 30 days or more. Written notice will be sent to the customer during the default period. Proceeds from the sale will be distributed first to satisfy all liens. The remainder, if any, will be held for the customer for six months, then the funds will be transferred to the appropriate state authority. This lien and all rights granted are in addition to any lien or rights granted by the statutes of the state. In addition to the rents and charges agreed upon and provided for in this rental agreement, customer shall be liable for all costs, fees and expenses, including attorney's fees, reasonably incurred, incident to default, present or future, for the preservation, storage, inventory, advertisement and sale of the property stored in the rental space, or other disposition, and to enforce the rights provided for under this rental agreement. Plaza 15 Self Storage shall be entitled to attorney fees and costs incurred in enforcing its rights under this agreement. Upon default of any obligation under this rental agreement, customer and all authorized individuals shall be denied access to the property contained in the rental space until such time that the default has been remedied and the total balance owed has been paid in full. Customer shall be permitted to have access to the rental space for the purpose of viewing and verifying the contents of the rental space during the default period. A minimum \$10 cleaning fee will be assessed if the space is dirty or in need of repair at contract termination. Customer can use dumpster only after paying appropriate Dumpster fee. Customers are never to use dumpsters for disposal of hazardous or toxic materials, or wastes (e.g., paints, chemicals, flammables, etc.), off-site refuse or items such as couches, mattresses, etc.

#### WARNING

Customer shall have access to the rental space only for the purpose of storing and removing property stored in that rental space. The rental space shall not be used for residential purposes or operation of a business. Customer agrees not to store any hazardous materials, hazardous substance, hazardous waste, solid waste, toxic chemicals, illegal goods, explosives, highly flammable materials, perishable foods or any other goods which may cause danger or damage to the rental space. Customer agrees not to store any living creature or organism, or any dead animal or other carcass. Customer agrees that personal property and rental space shall not be used for any unlawful purpose. Customer agrees not to store property with a total value in excess of \$15,000. Customer agrees not to leave waste, not to alter or affix signs on the rental space and agrees to keep the rental space in good condition during the term of the rental agreement. Plaza 15 Self Storage property, such as furniture pads or storage carts, shall not be placed or locked in the rental space. Customer agrees not to store collectibles, heirlooms, jewelry, works of art or any other item of sentimental value.

#### LOW COST INSURANCE COVERAGE TERMS AND CONDITIONS:

Insurance coverage is only effective for customers who have elected Insurance protection on the reverse side of this form, and paid the appropriate Insurance fee. Valuation of Loss: Loss is adjusted at actual cash value. There is a \$100 deductible for each loss occurrence and property is covered only while within the Plaza 15 Self Storage storage room. If a customer rents more than one room, Insurance must be purchased separately for each room the customer wishes to protect. Exclusions: There is no protection for: (1) loss or damage to bills, currency, securities, notes, deeds, furs, antiques, jewelry, artwork, precious metals or stones, vehicles or contraband (2) loss resulting from theft, except burglary\* evidenced by visible signs of forced entry (3) loss resulting from mysterious disappearance, intentional or criminal acts (4) damage resulting from flood, tidal waters, groundwater or any subsurface water including sewers and drains (5) damage resulting from nuclear explosion or contamination, war or civil insurrection, natural deterioration, insect infestation, wear and tear or atmospheric change. Protection Period: Insurance fees must be paid in advance for the same number of months for which you make storage-rent payments. Nonpayment or breach of rental agreement automatically terminates this protection. Protection is underwritten by Repwest Insurance Company. REPORT CLAIMS TO: Repwest Insurance Company P.O. Box 21748 Phoenix, AZ 85036-1748. Phone 1-800-528-7134

X Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_.



**Plaza 15 Self Storage SELF STORAGE RENTAL AGREEMENT - 824**

**Customer Name :** SARATOGA SPRINGS CITY HALL  
**Address :** 474 BROADWAY  
SARATOGA SPRINGS, NY 12866  
**Home Phone :** (518)587-3550  
**Work Phone :** (518)587-3550 2617  
**Driver's License #:**  
**E-Mail:** MARYLIN.RIVERS@SARATOGA-SPRINGS.ORG

X \_\_\_\_\_ (initials) Plaza 15 Self Storage acknowledges that your Email address is highly confidential. This highly confidential information will be treated with the utmost respect. We do not provide, supply, sell or otherwise distribute your personal information, including email address, to any third party.

X \_\_\_\_\_ (initials) I, SARATOGA SPRINGS CITY HALL, have no e-mail address and indemnify Plaza 15 Self Storage for failure to contact me via e-mail.

**HELP US NEVER LOSE CONTACT WITH YOU IN CASE OF FIRE, FLOOD, BURGLARY OR BREAK-IN**

Emergency Alternate Contact (Must be completed. Designate a person residing at a permanent address other than your own.)

Alternate Contact Name	Address	Phone #
<hr/>		

ONLY THE CUSTOMER AND AUTHORIZED ACCESS PERSONS WILL BE ALLOWED TO THE ROOM UNDER THIS AGREEMENT. Plaza 15 Self Storage MUST BE NOTIFIED IN WRITING OR VIA THE PREMIER CUSTOMER CLUB OF ANY CHANGES OF AUTHORIZED PERSONS, ADDRESS, TELEPHONE, OR LOST OR STOLEN CARDS.

**Credit Card / RECURRING ACH Payment Plan:**

I have authorized Plaza 15 Self Storage to automatically debit my bank account or charge my credit card as applicable and requested every month for all charges associated with my storage room. (Cardholder agrees to notify Plaza 15 Self Storage of any changes to the banking or credit card information (account number and expiration date).

X Authorized Signature \_\_\_\_\_

**CAUTION:**

Failure to pay on due date will result in:

- \$15 late-fee charged. Denied access to your room.
- \$15 pre-lien fee charged 15 days after the due date.
- \$50 lien processing fee. Assessment of a lien and sales of stored goods.

**CONTRACT DETAIL:**

Room Size :10X30X8 Monthly Due Date : 1 Total due Monthly :\$195.00

X Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**INSURANCE REQUIREMENT****Protecting your property in storage is your responsibility****Option One (The recommended choice)**

I understand that Plaza 15 Self Storage does not insure my goods and is not responsible for damage or loss to my stored property. I confirm that Plaza 15 Self Storage has recommended that I provide proof of insurance coverage or immediately obtain coverage for my stored property. I confirm that Safestor Tenant Insurance has been offered.

\_\_\_\_ Yes, I want to cover my stored items with Safestor Tenant Insurance with the coverage limit selected. I understand that the coverage is effective immediately at time of payment. I understand that the monthly rate to cover my stored goods is being collected by the facility and forwarded to the insurance as a courtesy. I understand that the storage facility is not responsible for paying my monthly premium if I fail to make payments. I understand that the facility may retain a portion of the monthly tenant insurance premium payment to cover the administration of the policy.

**Select Coverage and Rate**

\_\_\_\_ \$1,000 of coverage is \$7.95  
 \_\_\_\_ \$5,000 of coverage is \$10.95  
 \_\_\_\_ \$10,000 of coverage is \$20.95  
 \_\_\_\_ \$15,000 of coverage is \$35.95

\_\_\_\_ No, I decline participation in Safestor Tenant Insurance. I understand that by declining coverage I am completely responsible for any loss or damage to my property including but not limited to: mold, vermin, water damage, fire/smoke, tornado/hurricane, earthquake, lightning/hail, and burglary. I understand that the storage facility is not responsible for loss or damage to my stored goods and agree to hold this storage facility harmless. I understand that if I have a homeowner's or renter's insurance policy it may exclude coverage for my goods stored away from my primary residence or provide only limited coverage for these items.

Insurance Company Name: \_\_\_\_\_

Type: \_\_\_\_ Homeowners \_\_\_\_ Renters \_\_\_\_ Business Owners \_\_\_\_ Other \_\_\_\_\_

Policy #: \_\_\_\_\_ Deductible: \_\_\_\_\_

I acknowledge that I have read the above information and have selected the best option for me.

Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Unit #: \_\_\_\_\_

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X Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# City of Saratoga Springs

OFFICE OF THE MAYOR

Joanne D. Yepsen, Mayor

474 Broadway  
Saratoga Springs, New York 12866  
Telephone 518-587-3550 ext. 2514 • Fax 518-587-1688

Meg Kelly  
Deputy Mayor

Lisa Shiels  
Executive Assistant  
to the Mayor

March 3, 2017

John Franck  
Commissioner of Accounts  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

Dear Commissioner Franck,

We are requesting that the Accounts Department place the Award of Bid for a **Contract with GOLDBERGER AND KREMER, ATTORNEYS AT LAW for hourly services on Labor and Employee legal matters, NOT TO EXCEED \$15,000** on your agenda for March 7, 2017. The budget line for this contract is A3011424-54720.

The Mayor will bring a contract for City Council approval on her agenda at this same meeting.

Thank you,

Meg Kelly  
Deputy Mayor

MK/ljs

Department That Owns Award/Extension of Bid: MAYOR

Project or Item Being Awarded: CONTRACT FOR HOURLY SERVICES ON LABOR AND  
EMPLOYEE LEGAL MATTERS NOT TO EXCEED \$15,000.

Item Being Extended: \_\_\_\_\_

Vendor Who Won the Bid: GOLDBERGER AND KREMER, ATTORNEYS AT LAW

Budget Line Item: A3011424-54720 \_\_\_\_\_

Budget Line Item: \_\_\_\_\_

Assistant Purchasing Agent: Purchasing policy has X / has not \_\_\_\_\_ been followed in the selection of the winner of the bid or bid extension.

Atlantic Richards  
Assistant Purchasing Agent

3/3/17  
Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended has ✓ / has not \_\_\_\_\_ met all insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.

[Signature]  
Director of Risk and Safety

3/3/17  
Date

*COI for excess to be given 3/6/17*

**\*\*An award/extension of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.**

**Bid Results 2017-17**

	Purchasing	Risk and Safety
<b>DeFio Kean, PLLC</b> Elena DeFio Kean 125 Wolf Road, Suite 509 Albany, NY 12205 <a href="mailto:edk@defiokeanlaw.com">edk@defiokeanlaw.com</a>	\$175.00/hr for Partner/of Counsel/Associate \$90.00/hr/Paralegal/Law Student	No proof of auto E&O only 1M/1M No proof of excess
<b>Towne, Ryan, &amp; Partners, P. C.</b> Claudia A. Ryan 137 Maple Avenue Saratoga Springs, NY 12866 <a href="mailto:claudia.ryan@townelaw.com">claudia.ryan@townelaw.com</a>	\$180.00/hr	City needs to be named additional insured insured primary and non contributory basis
<b>Goldberger and Kremer, Attorneys at Law</b> Bryan Goldberger 39 North Pearl Street, Suite 201 Albany, NY 12207 <a href="mailto:bgoldberger@goldbergerandkremer.com">bgoldberger@goldbergerandkremer.com</a>	\$155.00/hr	No proof of excess
<b>Abrams Fensterman Fensterman Eisman</b> <b>Formato Ferrara Wolf, LLP</b> Frank Carone 1 Metrotech Center Suite 1701 Brooklyn, NY 11201 <a href="mailto:fcarone@abramslaw.com">fcarone@abramslaw.com</a>	\$225.00/ hr partners \$180.00/hr associates \$125.00 paralegals	Requirements met. Requirements not met.
<b>Honeywell Law Firm, LLC</b> Jeffrey Honeywell, Esq. 3 Winners Circle, Suite 200 Albany, NY 12205 <a href="mailto:JDH@Honeywelllawfirm.com">JDH@Honeywelllawfirm.com</a>	\$180.00/hr	Requirements met. No proof of E&O



# CERTIFICATE OF LIABILITY INSURANCE

GOLDB-2

OP ID: LB

DATE (MM/DD/YYYY)

03/03/2017

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 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).

<b>PRODUCER</b> Fragomeni Insurance & Financial Services, Inc. 3257 Rt 9 Saratoga Springs, NY 12866 David Fragomeni		<b>Phone:</b> 518-584-4200 <b>Fax:</b> 518-584-8664	<b>CONTACT NAME:</b> Lori Weekly <b>PHONE (A/C, No, Ext):</b> 518-584-4200 <b>FAX (A/C, No):</b> 518-584-8664 <b>E-MAIL ADDRESS:</b> lori@fragomeni-insurance.com
<b>INSURED</b> Bryan Goldberger & Brian Kremer dba Goldberger & Kremer 39 North Pearl Street, Ste201 Albany, NY 12207		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Grange Mutual <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 226	

**COVERAGES****CERTIFICATE NUMBER: 1****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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	BPV36568	05/25/2016	05/25/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BPV36568	05/25/2016	05/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS ALSO LISTED AS PRIMARY & NON-CONTRIBUTORY ADDITIONAL INSURED.

**CERTIFICATE HOLDER**

SARATA1

CITY OF SARATOGA SPRINGS  
OFFICE OF RISK & SAFETY  
474 BROADWAY  
SARATOGA SPRINGS, NY 12866

**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

© 1988-2010 ACORD CORPORATION. All rights reserved.



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GOLDB-2

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PRODUCER  
Fragomeni Insurance  
& Financial Services, Inc.  
3257 Rt 9  
Saratoga Springs, NY 12866  
David Fragomeni

Phone: 518-584-4200

Fax: 518-584-8664

CONTACT NAME: Lori Weekly

PHONE (A/C, No, Ext): 518-584-4200

FAX (A/C, No): 518-584-8664

E-MAIL ADDRESS: lori@fragomeni-insurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Grange Mutual

226

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Bryan Goldberger & Brian  
Kremer dba Goldberger & Kremer  
39 North Pearl Street, Ste201  
Albany, NY 12207

## COVERAGES

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	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS ALSO LISTED AS PRIMARY & NON-CONTRIBUTORY ADDITIONAL INSURED.

## CERTIFICATE HOLDER

SARATA1

CITY OF SARATOGA SPRINGS  
OFFICE OF RISK & SAFETY  
474 BROADWAY  
SARATOGA SPRINGS, NY 12866

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/15/2017

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).

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): (888) 443-6112 E-MAIL: ADDRESS: <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Twin City Fire Insurance Company NAIC# 29459 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.

INSE LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION: <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	76 WEG GV5485	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

GOLDBERGER AND KREMER  
39 N PEARL ST STE 201  
ALBANY, NY 12207

## 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

*Tac Tailor*

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**Lawyers Professional Liability Policy  
Declarations**

Agency:  
740558

Branch:  
912

Policy Number:  
425256901

Insurance is provided by Continental Casualty Company,  
333 S. Wabash Ave. Chicago IL 60604  
A Stock Insurance Company.

**NOTICE:**

THIS IS A CLAIMS MADE POLICY. EXCEPT TO SUCH EXTENT AS MAY BE PROVIDED HEREIN, THIS POLICY IS LIMITED TO LIABILITY FOR THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD OR ANY SUBSEQUENT RENEWAL. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE UPON TERMINATION OF COVERAGE UNLESS, AND TO THE EXTENT, THE EXTENDED REPORTING PERIOD APPLIES. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS WITH YOUR INSURANCE AGENT OR BROKER.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118015-A31 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118016-A31 or G-118020-A31 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE APPLICABLE DEDUCTIBLE.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118017-A31 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118081-A31 or GSL-10552-NY IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE APPLICABLE DEDUCTIBLE.

**1. NAMED INSURED AND MAILING ADDRESS:**

Goldberger & Kremer  
39 North Pearl Street  
Suite 201  
Albany, NY 12207

**2. POLICY PERIOD:**

Inception: 12/28/2016                      Expiration: 12/28/2017  
at 12:01 A.M. Standard Time at the address shown above

**3. LIMITS OF LIABILITY:**

Each Claim: \$1,000,000                      Aggregate: \$2,000,000

Death or Disability and Non-Practicing

Extended Reporting Period Limit of Liability:

Each Claim: \$1,000,000                      Aggregate: \$2,000,000

**4. DEDUCTIBLES:**

Each Claim: \$5,000                      Aggregate: \$5,000

**5. POLICY PREMIUM:**

NY State Bar Association Membership Credit:

\$-228

Annual Premium:

\$4,323.00



Total Amount Due:

\$4,323.00

*Includes CNA Risk Control Credit of*

\$- 177.00

*Includes Net Protect Premium, see coverage endorsement if applicable*

*The premium for any Extended Claim Reporting Period requested as specified in this policy will be:*

*75% of the annual premium for one year; 175% of the annual premium for 3 years; 225% of the annual premium for 6 years or 250% of the annual premium for an unlimited number of years.*

---

**6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**

G-118011-A31 (Ed. 12/2009), G-118012-A31 (c) (Ed. 04/2010), CNA-77115-NY (Ed. 11/2013), G-118019-A31 (Ed. 01/2010), G-118024-A (Ed. 04/2008), G-118047-A31 (Ed. 04/2010), G-145184-A (Ed. 06/2003), GSL-12439-XX (Ed. 03/2009)

---

**7. WHO TO CONTACT:**

To report a claim:

CNA - Claims Reporting

P.O. Box 8317

Chicago, IL 60680-8317

Fax: 866-773-7504 / Online: [www.cna.com/claims](http://www.cna.com/claims)

Email: [SpecialtyProNewLoss@cna.com](mailto:SpecialtyProNewLoss@cna.com)

Lawyers Claim Reporting Questions: 800-540-0762

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Countersignature

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Date

---

Authorized Representative

---

10/19/2016  
Date



## City of Saratoga Springs

MAYOR'S OFFICE

CITY HALL

474 Broadway

Saratoga Springs, New York 12866

Telephone 518-587-3550

JOANNE D. YEPSEN  
Mayor

MEG KELLY  
Deputy Mayor

LISA SHIELDS  
Executive Assistant to the Mayor

# Memo:

To: Commissioner Franck

From: Deputy Mayor, Meg Kelly

Re: Award of Bid – RFP #2017-02 – Land Use Board Legal Counsel

Date: February 15, 2017

RECEIVED  
MAR 03 2017  
ACCOUNTS DEPARTMENT  
*JK*

On behalf of the Mayor's Department and the Office of Planning & Economic Development, I hereby request that the award of bid to Miller, Mannix, Schachner & Hafner, LLC for Land Use Board Legal Counsel be placed on your agenda for the ~~February 21~~, 2017 City Council meeting.  
*March 7*

Thank you,

Meg Kelly  
Deputy Mayor

**Bid Results RFP 2017-02**

	Proposed Hourly Rate	Purchasing	Risk and Safety
<b>Miller, Mannix, Schachner &amp; Hafner, LLC</b> 15 W. Notre Dame Street Glens Falls, Ny 12801 <a href="mailto:mschachner@mmshlaw.com">mschachner@mmshlaw.com</a>		<b>\$210.00</b> Meets requirements.	Does not meet requirements. Incorrect limits. City needs to be named additional insured on a primary and non-contributory basis.
<b>Bond, Schoeneck and King, PLLC</b> 22 Corpoarte Woods, Blvd., Suite 501 Albany, NY 12211 <a href="mailto:gchampion@bsk.com">gchampion@bsk.com</a>		<b>\$250.00</b> Meets requirements.	Does not meet requirements. City needs to be named additional insured on a primary and non-contributory basis.

Department That Owns Award/Extension of Bid: Mayor (Office of Planning & Economic Development

Project or Item Being Awarded: Land Use Board Legal Counsel

Item Being Extended: n/a

Vendor Who Won the Bid: Miller, Mannix, Schachner & Hafner, LLC

Budget Line Item: A3618684 54720 8020

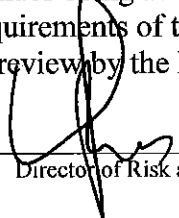
Budget Line Item: \_\_\_\_\_

Assistant Purchasing Agent: Purchasing policy has X / has not \_\_\_\_\_ been followed in the selection of the winner of the bid or bid extension.

  
Assistant Purchasing Agent

2/16/17  
Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended has ✓ / has not \_\_\_\_\_ met all insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.

  
Director of Risk and Safety

3/3/17  
Date

**\*\*An award/extension of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.**

Sample Form COSF-2

Request for Certification of Sufficient Funds



Submittal Date: 2/15/17

The Department of Planning & Economic Development  
requests certification that sufficient funds are or will be available to cover the claim to  
meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval,  
etc. (attach supporting documentation):

Award of Bid to Miller, Mannix, Schachner & Hafner, LLC for Land Use Board Legal Council to be  
approved by City Council 2/21/17.

Appropriation – Current Budget Expense Org/Object/Proj(s): A3618684 54720 8020

Amount Requested for Approval: \$21,000.00 ✓

Current Amount Available: \$ 21,000.00

Transfer/Amendment Pending: \$0.00

Transfer/Amendment Date: \_\_\_\_\_

Department Head Signature 2/16/17  
Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover  
the claim to meet the above described obligation when it becomes due and payable.

Commissioner of Finance 2/16/17  
Approval Date



MILLMAN-01

VDECELLE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2017

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 Associates of Glens Falls, Inc. 228 Glen Street, PO Box 190 Glens Falls, NY 12801	CONTACT NAME: PHONE (A/C, No, Ext): (518) 793-3444 FAX (A/C, No): (518) 793-1580 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Ins. Co. NAIC # 31325 INSURER B: Continental Western Ins. Co. INSURER C: Union Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Miller, Mannix, Schachner & Hafner, LLC 15 West Notre Dame Street Glens Falls, NY 12801	

## 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.

INBR 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 <input checked="" type="checkbox"/> Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BOA5169561-13	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Emp Ben \$1M/\$3M \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5169572-13	10/01/2016	10/01/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUA5174381-12	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA5174382-12	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Saratoga Springs is named as additional insured on a primary and non-contributory basis.

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs  
City Hall  
474 Broadway  
Saratoga Springs, NY 12866

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**AMENDMENT OF PRIMARY AND EXCESS LIABILITY PROVISIONS  
(ADDITIONAL INSURED)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

- A.** The following paragraph is added to Paragraph 2. of the **Other Insurance** Condition – **SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**, as follows:

**2.** Business Liability Coverage is excess over:

- c.** Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to any person or organization who has been added as an additional insured by endorsement to your policy.

However, with respect to an additional insured added by endorsement for liability caused, in whole or in part, by:

- (1)** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations:

**(a)** for such additional insured; or

**(b)** in connection with your premises; or

- (2)** By your maintenance, operation or use of equipment leased to you by such person or organization;

this insurance shall be primary for such acts or omissions described in subparagraphs **2.c.(1)** and **2.c.(2)** above if you and such additional insured have agreed prior to loss in a written contract or written agreement, in effect during this policy term, that this insurance be primary for same.

When required by such written contract or agreement, we will treat as "non-contributory" any other primary premises/operations liability insurance available to such additional insured for liability described in subparagraphs **2.c.(1)** and **2.c.(2)** above and for which such person or organization has been added as an additional insured by endorsement to this policy. However, this insurance, in all cases, is excess over any other liability insurance available to the additional insured to which such person or organization has been added as an additional insured by endorsement.

- B.** With respect to the changes made by this endorsement, the following definition is added to **Section II – Liability**, paragraph **F. Liability And Medical Expenses Definitions**:

"Non-contributory" means that other insurance available to the additional insured will apply as excess and will not contribute as primary to the insurance provided by this endorsement.



# City of Saratoga Springs, NY

## Incident Report

Date of Occurrence:		Time of Occurrence:		Date Reported:		Time Reported:	
Employee's Name:							
Employee's Job Title:							
Specific Location of Incident:							
Condition of Area Where Incident Occurred:							
Weather Conditions:							
Character of Case: Mark Auto Damage Points as Evident *							
Description of Damages:							
City Property Damage:							
Visitor Property Damage:							
Vehicle Make:		Vehicle Model:		Vehicle Year:		Vehicle Owner/Operator:	
Witnesses' Names/Addresses/Telephone Numbers:							
Employee Statement: (Briefly describe the nature of the accident and the circumstances that resulted in damage to Private or City owned property.)							
Supervisor's Statement:							
Police Report Filed By:		Date:		Case No.:			
Supervisor's Signature:							
Department Head's Signature/Date:				Director of Risk and Safety Signature/Date:			

**PLEASE RETURN ORIGINAL TO THE OFFICE OF RISK AND SAFETY**



# City of Saratoga Springs, NY

## *Incident Report*

Date of Occurrence:	Time of Occurrence:	Date Reported:	Time Reported:
Employee's Name:			
Employee's Job Title:			
Specific Location of Incident:			
Condition of Area Where Incident Occurred:			
Weather Conditions:			
Character of Case:      * INCIDENT      * PROPERTY DAMAGE      * VISITOR PROPERTY DAMAGE      * THEFT			
Description of Damages:			
City Property Damage:			
Visitor Property Damage:			
Vehicle Make:	Vehicle Model:	Vehicle Year:	Vehicle Owner/Operator:
Witnesses' Names/Addresses/Telephone Numbers:			
Employee Statement: (Briefly describe the nature of the accident and the circumstances that resulted in damage to Private or City owned property.)			
Supervisor's Statement:			
Police Report Filed By:		Date:	Case No.:
Supervisor's Signature:			
Department Head's Signature/Date:		Director of Risk and Safety Signature/Date:	

**PLEASE RETURN ORIGINAL TO THE OFFICE OF RISK AND SAFETY**

**Title:** Property and Casualty Incidents, Claims and Litigation Protocol

**Date of Origin:** 070103

**Responsible Party:** Risk and Safety

**Policy:**

The Director Risk and Safety in partnership with the City Attorney will have the responsibility of appropriately handling incident, claims and litigation matters on behalf of the City of Saratoga Springs to protect the City's fiduciary responsibility to its citizens. This policy assists City departments in determining appropriate areas of responsibility of incident reporting, claims handling, and litigation management.

**Protocol:**

**Incident Handling:**

1. ~~Any and all manmade and/or natural disaster damage to City property shall be immediately reported to the Director of Risk and Safety including but not limited to fire, flood, earthquake, vandalism and/or any other material event which affects the structural integrity of City property.~~
2. ~~Any employee having City driving privileges must immediately report any accident involving a City vehicle, machinery and/or equipment to the City Police Department while at the scene of that accident in accordance with the City's Fleet Safety Program. The City's Police Department shall investigate all City accidents and provide completed accident reports to the Director of Risk and Safety. Employees are required to complete the City Automobile Incident Report on the same day as the accident and/or incident when it occurs and provide it to Director of Risk and Safety by the close of business on the day in question.~~
- 4.3. City employees and representatives shall utilize the **City Incident Report** when reporting property and casualty incidents that occur within the City. This incident Report supplements any call to or investigation ~~to by~~ the Department of Public Safety Fire and Police Departments.
- 2.4. All property and casualty incidents that result in damage to City property or injury on City property pertaining to the activities of City departments, its employees and agents shall be reported to the Director Risk and Safety for identification of risk and safety issues.
- 3.5. ~~Any damage to City property or injury that may occur on City property in the presence of a City official or employee must be reported to the Director of Risk and Safety with seventy two (72) hours of its occurrence.~~
- 4.6. ~~Automobile incidents and accidents involving City vehicles, machinery or equipment must be reported in accordance with the City's Fleet Safety Policy. Employees are required to complete the City Automobile Incident Report on the same day as the accident and/or incident occurs and provide that to Director of Risk and Safety by the close of business on the day in question.~~
- 5.7. Incidents will be reported to the City's insurance company for coverage determination per the terms and conditions of the City's insurance program.
- 6.8. ~~All property damage incidents shall be reported to the City's insurance company if they fall within a reasonable reimbursement range for the City's insurance program.~~
- 7.9. The Director of Risk and Safety shall be responsible for bringing forward property and casualty issues to Safety Committee for safety programming and remediation.

**Claims Handling:**

1. All claims pertaining to the property and casualty activities of City departments, employees and agents will be directed to the Director Risk and Safety for identification of risk and safety issues.
2. The Director Risk and Safety will report claims made against the City to its insurance company within forty-eight (48) hours of receipt.
3. The Director Risk and Safety will be responsible for the confidential record keeping of each claim and ensure any and all information as requested by the insurance company is received for a proper determination of proximate cause and liability and shall be responsible for managing the communication between the claimant and the City in coordination with the City's insurance company as appropriate.

**Litigation:**

1. The City Attorney's Office is charged with receiving notice of claim, summons, complaint or other legal notice of process lodged against the City who shall date and time stamp them.
2. The City Attorney's office will provide the Director Risk and Safety with a copy of every such document within twenty-four (24) hours of receipt.

3. The Director Risk and Safety will be responsible for submitting every notice of claim, summons and complaint or other notice of legal process to the City's insurance company to ensure coverage.
4. The Director of Risk and Safety has primary responsibility for the management and oversight of property and casualty claims and litigation.
5. The City Attorney and Director Risk and Safety will report to the City Council as may be appropriate regarding claims and litigation matters and related expense and indemnity reserves.

03/03/2017 14:40  
u200

**CITY OF SARATOGA SPRINGS LIVE**  
**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

**P 1**  
**bgamdent**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
<hr/>										
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2017	03	7 03/07/2017	030717	030717	TRAN BUA 030717	TRAN	1			
1	E3577188	58010		EMPLOYEE BENEFITS	HOSPITALIZATION		.00	14,000.00	14,000.00	
	E	-35-7-7182-8-58010	-		PAYROLL FOR PARKING GARAGE	03/07/2017				
2	E3577184	54723		CITY CENTER EXPANSION CS	SERV CONT CONSTRUCTION		-110,500.00	-14,000.00	-124,500.00	
	E	-35-7-7182-4-54723	-		PAYROLL FOR PARKING GARAGE	03/07/2017				
** JOURNAL TOTAL								0.00		

03/03/2017 14:40  
u200

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2  
bgamdent

CLERK: u200

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2017 3 7									
BUA E3577188-58010						HOSPITALIZATION	5	14,000.00	
	03/07/2017	030717TRAN	030717	030717TRAN		PAYROLL FOR PARKING GARAGE			
BUA E3577184-54723						SERV CONT CONSTRUCTION	5		14,000.00
	03/07/2017	030717TRAN	030717	030717TRAN		PAYROLL FOR PARKING GARAGE			
						JOURNAL 2017/03/7	TOTAL	.00	.00

03/03/2017 14:40  
u200

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3  
bgamdent

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL					.00	.00

\*\* END OF REPORT - Generated by Susan Dugan Armstrong \*\*





# City of Saratoga Springs, NY Contract

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_  
 City Department: DPW Department Contact Person: Ken Merriman City Ext. 2623  
 Company Name: CNA Environmental  
 Company Address: 27 Kent St. Ballston Spa, NY 12020  
 Company Telephone No.: 884-0800 Company Fax No.: 884-0801  
 Vendor and/or Service Provider Primary Contact: Pam L. Higgins-Brown Title: Customer Svc. Rep.  
 Primary Contact Email: Pam@CNAWater.com  
 Service to be Provided: Laboratory Services  
 Remit Name (if different from above): \_\_\_\_\_  
 Remit Address: \_\_\_\_\_

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Lab Testing, the Vendor and/or Service Provider submitted proposals dated 2-15-12 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 3/7/12. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFO/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$ 12,280.00, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty-five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of DPW is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Pam Brown. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:  
 To the City: Mayor/Commissioner of DPW, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
 To Vendor and/or Service Provider: CNA Environmental
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an Independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For projects whose total value is between Zero and \$100,000:
- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - Excess Insurance: One Million Dollars per Occurrence Aggregate; AND
  - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - Excess Insurance: Three Million Dollars per Occurrence Aggregate; AND
  - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - Excess Insurance: Five Million Dollars per Occurrence Aggregate; AND
  - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of professional services:
- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - Excess Insurance: Five Million Dollars per Occurrence Aggregate;
  - Professional Errors and Omissions: One Million Dollars per Claim with Two Million Dollars Aggregate; AND
  - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as Additional Insured on a primary and non-contributory basis prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis for all those activities performed within its contracted activities for the contract as executed.

up to the dollar value of services by Vendor

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster, strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

**City Certification:** In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

\* Vendor and/or Service Provider Signature: Ethan Einwohner Date: 2.15.17

Print Name: Ethan Einwohner Title: Chief Financial Officer

City of Saratoga Springs' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Joanne Yessen Title: Mayor City Council Approval Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2017

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 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**  
Arthur J. Gallagher Risk Management Services, Inc.  
677 Broadway 4th Floor  
Albany NY 12207

**CONTACT NAME:** Jackie Patrick

**PHONE (A/C, No, Ext):** 518-869-3535

**FAX (A/C, No):** 518-869-3580

**E-MAIL ADDRESS:** jacqueline\_patrick@ajg.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

**INSURER A:** Selective Insurance Company of SE

39926

**INSURER B:** Selective Insurance Company of Amer

12572

**INSURER C:** ShelterPoint Life Insurance Company

81434

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED**  
CNA Environmental LLC  
27 Kent Street  
Ballston Spa NY 12020

**COVERAGES****CERTIFICATE NUMBER:** 1233849855**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 SUBR INSD 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 <input type="checkbox"/> OTHER:		S1995070	11/16/2016	11/16/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		S1995070	11/16/2016	11/16/2017	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"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> CLAIMS-MADE		S1995070	11/16/2016	11/16/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<input checked="" type="checkbox"/> 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 <input type="checkbox"/> N/A	WC7956103	11/16/2016	11/16/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$100,000
C	<input checked="" type="checkbox"/> NYS Disability Benefits		D446947	11/16/2016	11/16/2017	Per Statute

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

Blanket Additional Insured & Blanket Waiver of Subrogation - CG7300  
Certificate Holder is named additional insured on a primary & non-contributory basis

**CERTIFICATE HOLDER****CANCELLATION**

City of Saratoga Springs  
474 Broadway  
Saratoga Springs NY 12866

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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# CERTIFICATE OF LIABILITY INSURANCE

CNAEN-1

OP ID: AF

DATE (MM/DD/YYYY)

02/08/2017

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 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).

<b>PRODUCER</b> DeCoster-Wilson-Duthie Agency 161 Eagle Rock Ave- Box J Roseland, NJ 07068 DeCoster-Wilson-Duthie Agency		<b>Phone:</b> 973-226-2336 <b>Fax:</b> 973-226-4663	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Ironshore Ins Services LLC		
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**INSURED**  
CNA Environmental LLC  
27 Kent Street  
Ballston Spa, NY 12020

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liability</b>			001924903	02/11/2017	02/11/2018	Liability 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Environmental Analytical Testing Laboratory engaged in the testing of Water, Sludge, Sewerage, Milk, Food, Dairy, and other products.

**CERTIFICATE HOLDER**

CITY OF 7

City of Saratoga Springs  
Department of Accounts  
Attn: Jennifer Merriman  
474 Broadway  
Saratoga Springs, NY 12866

**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

DeCoster-Wilson-Duthie Agency

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NEW YORK STATE DEPARTMENT OF HEALTH  
WADSWORTH CENTER



Expires 12:01 AM April 01, 2017  
Issued April 01, 2016  
Revised October 11, 2016

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

ACTING DIRECTOR  
CNA ENVIRONMENTAL, LLC  
27 KENT STREET SUITE 102  
BALLSTON SPA, NY 12020

NY Lab Id No: 11534

is hereby APPROVED as an Environmental Laboratory in conformance with the  
National Environmental Laboratory Accreditation Conference Standards (2003) for the category  
**ENVIRONMENTAL ANALYSES NON POTABLE WATER**  
All approved analytes are listed below:

**Bacteriology**

Coliform, Fecal	SM 9222D-97
Coliform, Total	SM 9222B-97
E. coli (Enumeration)	SM 9222G-94, -97
Heterotrophic Plate Count	SM 18-21 9215B

**Demand**

Biochemical Oxygen Demand	SM 5210B-01, -11
Carbonaceous BOD	SM 5210B-01, -11

**Mineral**

Fluoride, Total	EPA 300.0 Rev. 2.1
Sulfate (as SO <sub>4</sub> )	EPA 300.0 Rev. 2.1

**Miscellaneous**

Specific Conductance	EPA 120.1 Rev. 1982
Turbidity	SM 2130 B-01, -11

**Nutrient**

Nitrate (as N)	EPA 300.0 Rev. 2.1
Nitrite (as N)	EPA 300.0 Rev. 2.1

**Residue**

Settleable Solids	SM 2540 F-97, -11
Solids, Total Suspended	SM 2540 D-97, -11

Serial No.: 55104

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (616) 485-5570 to verify the laboratory's accreditation status.



NEW YORK STATE DEPARTMENT OF HEALTH  
WADSWORTH CENTER



Expires 12:01 AM April 01, 2017  
Issued April 01, 2016  
Revised November 29, 2016

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. JEREMY C. SMTIH  
GNA ENVIRONMENTAL, LLC  
27 KENT STREET SUITE 102  
BALLSTON SPA, NY 12020

NY Lab Id No. 11534

is hereby APPROVED as an Environmental Laboratory in conformance with the  
National Environmental Laboratory Accreditation Conference Standards (2003) for the category  
**ENVIRONMENTAL ANALYSES POTABLE WATER**  
All approved analytes are listed below:

**Bacteriology**

Coliform, Total / E. coli (Qualitative) SM 18-22 9221A B (-99)/40 CFR 141.21

SM 18-22 9222A B,C (-97)/40 CFR 141

SM 18-22 9223B (-97) (Colilert)

E. coli (Enumeration)

SM 18-22 9221A B (-99)/40 CFR 141.21

Heterotrophic Plate Count

SM 18-22 9215B (-00)

**Metals I**

Copper, Total

SM 18-19,21-22 3111B (-99)

Lead, Total

SM 18-19,21-22 3113B (-99,-04)

**Miscellaneous**

Gdri

SM 18-22 2150B (-97)

**Non-Metals**

Chloride

EPA 300.0 Rev. 2.1

Color

SM 18-22 2120B (-01)

Fluoride, Total

EPA 300.0 Rev. 2.1

Nitrate (as N)

EPA 300.0 Rev. 2.1

Nitrite (as N)

EPA 300.0 Rev. 2.1

Specific Conductance

EPA 120.1 Rev. 1982

Sulfate (as SO<sub>4</sub>)

EPA 300.0 Rev. 2.1

Serial No. 55231

Property of the New York State Department of Health - Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-6570 to verify the laboratory's accreditation status.







## City of Saratoga Springs, NY Contract

City Project Number: RFP2017-PRC2017001915 City Project Name: SEWER/ PLUMBING FOR BUILDINGS  
 City Department: DPW Department Contact Person: JOETTE DELANEY/TOM BROWN Ext. X2563  
 Company Name: BPI MECHANICAL SERVICE  
 Company Address: 95 HUDSON ROAD, WATERFORD, NY 12188  
 Company Telephone No.: 518-238 2383 Company Fax No.: 518-233-0123  
 Vendor and/or Service Provider Primary Contact: DAN KEATING Title: OWNER/PRESIDENT  
 Primary Contact Email: DANK@BPIMECHANICALSERVICE.COM  
 Service to be Provided: PLUMBING AND SEWER  
 Remit Name (If different from above): \_\_\_\_\_  
 Remit Address: \_\_\_\_\_

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Plumbing Services, the Vendor and/or Service Provider submitted proposals dated 02/14/2017 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed. The contract term is for one year (1) from the date of midnight Council award, 2017 to midnight One year after the Council award, 2018. The City reserves the right to 1 year from expiration date under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor for up to five years with Contract renewals. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed the agreed hourly rate per the bid, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Public Works is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Daniel Keating. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:  
  
 To the City: Mayor/Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
  
 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
  
 To Vendor and/or Service Provider: DAN KEATING, BPI MECHANICAL SERVICES
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For projects whose total value is between Zero and \$100,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of professional services:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
  - **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis prior*** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory basis*** for all those activities performed within its contracted activities for the contact as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

**City Certification:** In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: \_\_\_\_\_ Date: 3-2-17

Print Name: DANIEL KEATING Title: PRESIDENT

City of Saratoga Springs' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Joanne Yepsen Title: Mayor City Council Approval Date: \_\_\_\_\_



BURNPIP-01

ESOMERS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2017

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 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  
Rose & Kiernan, Inc.  
99 Troy Road  
East Greenbush, NY 12061

CONTACT  
NAME:  
PHONE (A/C, No, Ext): (518) 244-4245 FAX (A/C, No): (518) 244-4262  
E-MAIL:  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Company

10677

INSURER B: American Alternative Ins Co

19720

INSURER C: ShelterPoint Life Insurance Company (Previously First Rehabilitation)

81434

INSURER D:

INSURER E:

INSURER F:

INSURED

BPI Mechanical Services Inc  
95 Hudson River Road  
Waterford, NY 12188-1907

## 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 SUBR INSD 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPP0826096	04/15/2016	04/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAA5151907	04/15/2016	04/15/2017	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 \$ 10,000		CPP0826096	04/15/2016	04/15/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Umbrella		60A2FF0001611-02	04/15/2016	04/15/2017	Occurrence/Aggregate 1,000,000
C	NYS Disability		D188083	07/01/2008	12/31/2029	Statutory

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

General Liability: GA233NY(02/07) Additional Insured; Primary & Non-Contributory; Waiver of Subrogation.

Auto: AA4172(09/09) Waiver of Subrogation; AA4174 Additional Insured Primary & Non-Contributory.

Umbrella: US4096(10/10) Automatic Non-Contributory Coverage Endorsement-Where Required by written contract.

Bid for Plumbing Services RFP#2017-13. The City of Saratoga Springs, its officers or its employees to be named as additional insured on a primary and non-contributory basis per forms noted.

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

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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# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 460951581  
BURNICHE PIPING INC T/A  
BPI PIPING  
95 HUDSON RIVER ROAD  
WATERFORD NY 12188



Scan to Validate

<b>POLICYHOLDER</b> BPI MECHANICAL SERVICE INC. 95 HUDSON RIVER ROAD WATERFORD NY 12188	<b>CERTIFICATE HOLDER</b> CITY OF SARATOGA SPRINGS 474 BROADWAY SARATOGA SPRINGS NY 12866
--	--

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G2072 165-0	106403	04/01/2016 TO 04/01/2017	2/13/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2072 165-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 482330942



Stantec Consulting Services Inc.  
3 Columbia Circle Suite 6, Albany NY 12203-5158

February 28, 2017  
File: 195115039

**Attention: Timothy W. Wales, P.E., City Engineer**  
City of Saratoga Springs  
City Hall – 474 Broadway  
Saratoga Springs, NY 12866

Dear Mr. Wales,

**Reference: Change Order No. 2 Request**  
**RFP 2016-03 Adams Street Pump Station Mechanical Upgrades**  
**City of Saratoga Springs, Saratoga County, NY**

The scope of work under the above referenced contract RFP 2016-03, generally consists of mechanical upgrades to the Adams Street Pump Station including bypass pumping operations, demolition of existing pumping system, installation of new Flygt pumps and controls, installation of new sewage grinder and submersible mixer, installation of new overhead lifting system and installation of new ventilation fans and ductwork. The work under this contract is near completion with several items left to be completed. The original Contract Price was \$307,873.00. Change order #1 has been previously approved for a total of \$12,560.96 making the current Contract Price \$320,433.96.

Upon commencement of the wet well supply fan installation, the contractor found that the original lintel was insufficient for the new opening. The existing fan in this location was an exhaust, the new fan is a supply which has a larger opening. It also has to be shifted over to make room for the new overhead beam. The combination of those two adjustments requires installation of a new lintel. When starting the lighting repairs, the existing wiring and fixtures were examined by the electrician and found to be noncompliant with the current building code. In order to bring this pump station to meet current code standards existing conduit will need to be replaced with rigid conduit, (2) fixtures must be replaced with explosion proof fixtures, and all necessary fasteners/straps must be installed. In the dry well several revisions are necessary. Unclear manufacturer direction on the wiring from the VFD's to the control panels led to additional wiring being needed from what was shown on the plans. Due to unknown features in the existing pump station wet well, it will be necessary to provide cleanout measures in the existing stilling tube. Two new flanges with hose bib connections should be installed to allow the operator to flush out the small diameter pipe that connects the stilling well to the wet well. Lastly, the outside of the west side of the building experiences runoff from the roof directly where one must stand to operate the control panels for the wet well. It has been requested by Dan Rancour that a gutter system be installed to prevent this and to provide this area with overall better drainage. Per the summary provided by Trinity Construction, Inc. and the invoice provided by CKM Electrical Services, Inc., the requested increase in Contract Price for this additional work to be performed is \$10,708.29.





February 28, 2017  
Timothy W. Wales, P.E., City Engineer  
Page 2 of 2

**Reference: Change Order No.  
RFP 2016-03 Adams Street Pump Station Mechanical Upgrades  
City of Saratoga Springs, Saratoga County, NY**

If authorized, the Change Order No. 2 request would result in a net increase in Contract Price of \$10,708.29. The amended Contract Price incorporating Change Order No. 2 would become \$331,142.25. The Contract Times are unchanged, achieving substantial completion on or before March 15<sup>th</sup>, 2017, and ready for final payment on or before May 15<sup>th</sup>, 2017. Stantec has reviewed the pricing and schedule for the requests associated with this Change Order No. 2, and recommends approval.

Should you have any additional questions or concerns, please contact our office as soon as possible. Thank you in advance for your prompt attention to this recommendation.

Regards,

**STANTEC CONSULTING SERVICES INC.**

David J. Hansen, PE  
Project Manager  
Tel: (518) 452-4358  
Fax: (518) 452-9234  
Dave.Hansen@Stantec.com

R. Mark Dempf, PE  
Senior Principal  
Tel: (518) 452-4358  
Fax: (518) 452-9234  
Mark.Dempf@Stantec.com

Attachment: Change Order #2 with backup documentation attached

c. File

djh u:\195115039\construction\contract documents\2016-03\_pumpstationmechanicalupgrades\change orders\change order no. 2\change order no. 2\_recommendation.docx





**CHANGE ORDER**  
**City of Saratoga Springs**

No. 2

DATE OF ISSUANCE: 02/28/17 EFFECTIVE DATE: 02/28/17

OWNER: City of Saratoga Springs  
CONTRACTOR: Trinity Construction, Inc.  
Contact: Richard Rapp, President  
Project: Adams Street Pump Station Mechanical Upgrades  
OWNER'S Contract No.: 2016-03 ENGINEER'S Contract No.: 195115039  
ENGINEER: Stantec Consulting Services, Inc.

You are directed to make the following changes in the Contract Documents:

Description:

- ~ Increase in Contract Price to furnish and install angle iron lintel supports for wet well supply fan.
- ~ Increase in Contract Price to furnish and install new code compliant lighting components:
  - Demolition of previously broken tee conduit under panel wrapped in electrical tape by others.
  - Replace conduit from tee to receptacle under panel.
  - Demolish and patch block wall for existing Nema 1 receptacle located in Class 1 wet well.
  - Demolition of existing PVC conduit in wet well and Nema 1 fixtures in the wet well.
  - Replace existing wet well conduit with rigid conduit.
  - Replace (2) existing fixtures with explosion proof fixtures.
  - Supply/Install all necessary fasteners/straps.
- ~ Increase in Contract Price to furnish and install blind flanges with valve and hose bib connections at the top and bottom of the stilling tube for cleaning purposes.
- ~ Increase in Contract Price for additional control wiring.
- ~ Increase in Contract Price to furnish and install new gutter system on the West side of the building.
- ~ Increase of Contract Times due to additional work summarized above; and exterior gutter work dependent upon cold weather conditions. Exterior gutter work to be finished by date of ready for final payment, and not be considered part of substantial completion scope of work.

Reason for Change Order:

- Unforeseen conditions when replacing wet well supply fan. Lintel was found to be insufficient for new opening required due to larger fan size and shifting for the new overhead beam.
- Existing lighting components were found to be noncompliant with the building code. Replacement of fixtures and wiring required to bring building into compliance.
- Stilling tube cleanouts should be provided for emergency situations and to allow for repairs to the pumps and piping.
- Manufacturer of the VFD's did not supply wiring diagram for controls. Unforeseen measures were necessary to provide adequate wiring to control panels.
- Existing roof system drains directly where one must stand to operate wet well controls. Gutter system proposed to eliminate dripping water and to provide site with better overall drainage.

Attachments: (List documents supporting change)

~Work cost/description summary titled "9Adams Street Pump Station, Extra Work Order #2", prepared by Trinity Construction, Inc., dated 1/23/17

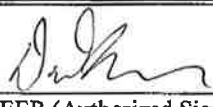
~CKM Electrical Services, Inc. Change Order summary report to repair Code Deficiencies associated with existing Wet Well lighting, prepared by CKM Electrical Services, Inc., dated 12/15/16. (subject to 5% markup as subcontractor services)

~CKM Electrical Services, Inc. Invoice, prepared by CKM Electrical Services, Inc., dated 12/23/16. (subject to 5% markup as subcontractor services)

~Work cost/description summary titled "9Adams Street Pump Station, Extra Work Order #3", prepared by Trinity Construction, Inc., dated 2/6/17.

CHANGE IN CONTRACT PRICE:	
Original Contract Price:	\$ 307,873.00
Net Increase (Decrease) From Previous Change Orders:	
No. 1 To 1 :	\$ 12,560.96
Contract Price Prior To This Change Order:	\$ 320,433.96
Net Increase Of This Change Order:	\$ 10,708.29
Contract Price With All Approved Change Orders:	\$ 331,142.25

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Substantial Completion:	150 days
Ready For Final Payment:	180 days
(days or dates)	
Net Change From Previous Change Orders No. 1 To 1 :	
Substantial Completion:	3/15/2017
Ready For Final Payment:	5/15/2017
(dates)	
Contract Times Prior To This Change Order:	
Substantial Completion:	3/15/2017
Ready For Final Payment:	5/15/2017
(days or dates)	
Net Increase (Decrease) This Change Order:	
Substantial Completion:	
Ready For Final Payment:	
(days)	
Contract Times With All Approved Change Orders:	
Substantial Completion:	3/15/2017
Ready For Final Payment:	5/15/2017
(days or dates)	

RECOMMENDED:   
By: \_\_\_\_\_  
ENGINEER (Authorized Signature)

Date: 3/1/17

APPROVED: \_\_\_\_\_  
By: \_\_\_\_\_  
OWNER (Authorized Signature)

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

ACCEPTED:   
By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

Date: 3/1/17

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Assc General Contractors of America and the Construction Specifications Institute.

# 9Adams Street Pump Station

## Extra Work Order

1/23/16

- I. Engineer requested that Angle iron supports be placed in opening above wet well intake fan for support. This work was not detailed on the contract drawings. Furnish, Prime and Install (2) 6"x6"x3/8" angle iron as instructed per discussion.

### Materials:

- a) 2- 6"x6"x3/8" Angle Iron @ \$142.50 ea. = \$ 285.00

Material Subtotal =\$285.00 (Includes Delivery)

### Labor (\*Rates include payroll taxes and insurance)

- a) 3 Hrs. Foreman @ \$67.40 = \$202.20

- b) 6 Hrs. Laborer @ \$67.40 = \$404.40

Labor Subtotal = \$606.60

### Equipment:

- a) 3 Hrs. Utility Truck w/ Tools @ \$10.00 = \$30.00

Equipment Subtotal = \$30.00

Cost Subtotal= \$921.60

15% Overhead & Profit=\$138.24

Total=\$1059.84

**Job ID:** ADAMS STREET SARATOGA WWTP  
**Project:** Adams Street Saratoga WWTP



**CO:** CO-001 REPAIR CODE DEFICIENCIES: CO-001 Repair Code Deficiencies

## Bid Summary Report

**Vendor:** Labor Level: 15 Dec 2016 7:10:26

**Tax Rate status:** Default **Bid Name:** BASE BID **Bid Template:** BASIC (EXPANDED O&P)

Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	DEVICES	0.00	1,741.38	0.00	0.00	20.71
	DEMOLITION	0.00	0.00	0.00	0.00	3.61
	EQUIPMENT	0.00	0.00	25.00	0.00	0.00
<b>Sheet Totals:</b>		0.00	1,741.38	25.00	0.00	24.32
<b>Tax:</b>		0.00	0.00	0.00	0.00	

### Bid Notes:

<b>Sub Total (Quo/Mat/Equip/Sub):</b>	1,766.38
<b>Sales Tax:</b>	0.00
<b>Sub Total:</b>	1,766.38

### TAX RATES

<b>Material:</b>	0.0000%
<b>Quote:</b>	0.0000%
<b>Labor:</b>	0.0000%
<b>Equipment:</b>	0.0000%
<b>Subcontract:</b>	0.0000%
<b>Job:</b>	0.0000%

<b>Direct Labor \$:</b>	1,833.43
<b>Indirect Labor \$:</b>	0.00
<b>Labor Escalation:</b>	0.00
<b>Labor Tax:</b>	0.00
<b>Direct Job Costs (1.02%):</b>	36.67

### MISCELLANEOUS

<b>Avg. Lbr. Rate (Cost):</b>	86.71
<b>Avg. Lbr. Rate (Bid):</b>	86.71
<b>Total Square Feet:</b>	1.00
<b>Cost Per Sq. Ft.:</b>	4,181.95
<b>Labor \$ Per Sq. Ft.:</b>	1,833.43
<b>Labor Hrs Per Sq. Ft.:</b>	24.32
<b>Quantity of Units:</b>	1.00
<b>Cost Per Unit:</b>	4,181.95
<b>Calc. Adjustment:</b>	0.00%

<b>Prime Cost:</b>	3,636.48
<b>Overhead (Avg. 15.00%):</b>	545.47
<b>Net Cost:</b>	4,181.95
<b>Profit (Avg. 0.00%):</b>	0.00
<b>Job Tax:</b>	0.00
<b>Bond (0.0000%):</b>	0.00
<b>Selling Price:</b>	4,181.95

CKM Electrical Services, Inc.

216 Elk St.  
Albany, NY 12210

# Invoice

Date	Invoice #
12/23/2016	3587

Ship To
Adams St Pump Station

Bill To
Trinity Construction, Inc. PO Box 39 Selkirk, NY 12158

S.O. No.	P.O. Number	Due Date	Project
4265I		1/23/2017	Adams St - Control ...

Quantity	Item Code	Description	Price Each	Amount
8	16 Electrical & Li...	Additional control work not on drawings.	87.00	696.00
14	16 Electrical & Li...	Overtime work	130.50	1,827.00
10	3/4 Rigid	3/4 Rigid Conduit	1.94	19.40
3	3/4 Rigid T	3/4 Rigid T Condulet	13.00	39.00
3	3/4" Cover & Gas...	3/4" Cover & Gasket	8.98	26.94
1	3/4 Rigid Threadl...	3/4 Rigid Threadless Connector	7.50	7.50
40	1/2 LTG	1/2 LTG Conduit	1.20	48.00
13	1/2 LTG Straight ...	1/2 LTG Straight Connector	3.66	47.58
2	1/2 LTG 90 Conn...	1/2" LTG 90 Degree Connector	6.68	13.36
14	3/4 LTG Straight ...	3/4 LTG Straight Connector	4.00	56.00T
840	#14 THHN	#14 THHN Wire	0.19	159.60
0	18/2 Shielded Cable	18/2 Shielded Cable	0.35	0.00

**Subtotal** \$2,940.38

**Sales Tax (0.0%)** \$0.00

**Total** \$2,940.38

**Balance Due** \$2,940.38

Phone #	Fax #
518-588-7600	518-694-4190
E-mail	
clounsbury@ckmesinc.com	

# 9Adams Street Pump Station

## Extra Work order #3

2/6/17

- I. Engineer requested that an 8" tapped blind flange with valve and hose bib connection be installed on the top of the Distilling tube for cleaning purposes. This work was not detailed on the contract drawings. Furnish and install (1) 8" tapped blind flange and valved hose Connection as discussed.

### Materials:

- a) 1- 8"x2" Tapped Blind Flange @ \$135.00 ea. = \$135.00
- b) 1- 8" Gasket and Bolt Kit @ 15.00 ea. = \$15.00
- c) 1- 2"x3/4" Brass Bushing @ \$17.52 ea. = \$17.52
- d) 1- 3/4" Hose Bibb @ 12.00 ea. = \$12.00

Material Subtotal = \$179.52

### Labor (\*Rates include payroll taxes and insurance)

- a) 1 1/2 Hrs. Foreman @ \$67.40 = \$101.10
- b) 3 Hrs. Laborer @ \$67.40 = \$202.20

Labor Subtotal = \$303.30

### Equipment:

- a) 1 1/2 Hrs. Utility Truck w/ Tools @ \$10.00 = \$15.00

Equipment Subtotal = \$15.00

I Subtotal = \$497.82

- II. Engineer requested a 2" tapped blind flange and hose bib be installed on the existing gate valve at the bottom of the distilling tube for clean out purposes. Furnish and Install (1) 2" tapped blind flange and 3/4" hose bib. The contract drawings did not show this work to be done.

### Materials:

- a) 1- 2" Companion Flange @ 35.64 ea. = \$35.64
- b) 1- 2" Flange Kit @ \$7.00 ea. = \$7.00
- c) 1- 3/4" Hose Bibb @ \$12.00 ea. = \$12.00

Material Subtotal = \$54.64

Labor: (\*Rates include payroll taxes and insurance)

- a) 1 ½ Hrs. Foreman @ \$67.40 = \$101.10
- b) 3 Hrs. Laborer @ \$67.40 = \$202.20

Labor Subtotal = \$303.30

Equipment:

- b) 1 ½ Hrs. Utility Truck w/ Tools @ \$10.00 = \$15.00

Equipment Subtotal = \$15.00

II Subtotal = \$372.94

### III.

Engineer requested the addition of a gutter system on the West side of the building to protect the exterior electrical control boxes during times of heavy rain and wind. The contract drawings did not detail this work.

Materials:

- a) 2- PVC Gutter material @ \$7.00 = \$14.00
- b) 2- PVC Gutter end caps @ \$3.54 ea. = \$7.08
- c) 3-45 degree PVC elbows @ \$4.30 ea. = \$12.90
- d) 2- PVC Downspout @ \$7.54 ea. = \$25.80
- e) 5-Down Spout Brackets@ \$2.06 ea. = \$10.30
- f) 5- Gutter Brackets @ \$3.54 ea. = \$17.70
- g) 1- Gutter Coupling @ \$4.62 ea. = \$4.62
- h) 1- Misc. Fasteners @ \$75.00 = \$75.00

Materials Subtotal = \$167.40

Labor:

- a) 4 Hrs. Foreman @ \$67.40 = \$269.60
- b) 8 Hrs. Laborer @ \$67.40 = \$539.20

Labor Subtotal = \$808.80

Equipment:

c) 4 Hrs. Utility Truck w/ Tools @ \$10.00 = \$ 40.00

Equipment Subtotal = \$40.00

III Subtotal = \$1016.20

Cost Subtotal= \$1886.96

15% Overhead & Profit=\$283.04

Total = \$2170.00





# CHANGE ORDER City of Saratoga Springs

No. 2

DATE OF ISSUANCE 2-28-17

EFFECTIVE DATE 3-8-17

OWNER City of Saratoga Springs

CONTRACTOR PCC Contracting Incorporated

Contact: Michael K. Lock

Project: Casino Ballroom Final Plaster Restoration

OWNER's Contract No. 2016-37

ARCHITECT

ENGINEER's Contract No. 1621

ENGINEER ARCHITECT Mesick Cohen Wilson Baker, LLP

You are directed to make the following changes in the Contract Documents:

- Description:
1. Upper Cornice Repairs
  2. Bay 5 Lower Cornice Repairs
  3. Cherub Arms and Legs

Reason for Change Order: The following work was not specified in the contract documents:

1. Cracks observed after installation of the dance floor scaffolding which have formed since 2014 repairs. Structural engineer providing repair deta
2. Contractor is advising extra support for a loose section of lower cornice in Bay 5
3. Additional decorative plaster items were found to be missing and need to be replaced on cherubs

Attachments: (List documents supporting change)

2/28/17 Proposal with backup documentation by PCC Contracting Inc.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>389,475.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>1</u> : \$ <u>40,791.43</u>
Contract Price prior to this Change Order: \$ <u>430,266.43</u>
Net increase (decrease) of this Change Order: \$ <u>34,631.10</u>
Contract Price with all approved Change Orders: \$ <u>464,897.53</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

By: Michael K. Lock  
ENGINEER (Authorized Signature)

Date: 2/28/17

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

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

ACCEPTED:

By: Michael K. Lock  
CONTRACTOR (Authorized Signature)

Date: 2/28/17

EJCDC 910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



**CONTRACTING  
INCORPORATED**

1861 Chrisler Avenue  
Schenectady, NY 12303

Tuesday, February 28, 2017

Ms. Debbie LaBreche, P.E.  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

Re: **Ornamental & Cornice Plaster Repairs**  
Casino Ballroom Plaster  
Canfield Casino  
Saratoga Springs, NY 12866

Dear Ms. LaBreche:

As requested, we have evaluated the cost to provide the casting of the additional Cherub arms and legs, installing the upper cornice tie back system per Ryan Biggs final drawing details, and securing the loose cornice in bay five. Below, please find breakdowns of the work as discussed.

PCC Contracting, Inc. proposes to supply all supervision, labor, material, and equipment necessary to perform the below detailed work.

**Upper Cornice Repairs**

- *Install tie back system per Ryan Biggs Details*
- *Repair and paint plaster as required*

**Bay Five Cornice Repairs**

- *Secure loose cornice in two areas.*

**Cherub Arms and legs**

- *Mold-making and manufacture of plaster Cherub four arms and one legs.*
- *Installation of the arms and legs*

**Labor:** \$23,053.00 4 men 10 days..

**Materials**

Hardware	\$ 3,866.00
Plaster manufacturing	\$ 855.00
Plaster adhesive	\$ 528.00
Plaster materials	\$ 300.00

**Equipment** \$1,512.00

**Mark up 15%** \$4,517.10

**Total Cost for CO #2** \$34,631.10

Due to schedule constraints, we would need a decision on this by 3/2/17.

Sincerely,

  
PCC Contracting, Inc.

Richard Martino  
Vice President



# LABOR RATE WORKSHEET

Contractor Name: PCC Contracting, Inc.  
 Address: 1861 Chrisler Avenue  
Schenectady, NY 12303  
 Telephone No.: 518-785-8000

Date: \_\_\_\_\_  
 County: Saratoga  
 Trade: Foreman  
 Effective Date: 07.01.2016

FROM	<u>7/1/2016</u>	TO	<u>6/30/2017</u>	REGULAR RATE	BASE	PREMIUM PORTION OF OVERTIME
A. WAGE RATE PER HOUR				\$	36.82	\$ 18.41

## PAYROLL TAXES AND INSURANCE

F.I.C.A / Social Security		6.20 %	
Medicare		1.45 %	
Federal Unemployment Insurance		0.60 %	
State Unemployment Insurance		9.50 %	17.75%
* Workers' Compensation Insurance	Code: <u>5022</u>	17.31 %	
** Liability Insurance		12.21 %	
Disability Insurance		0.15 %	

B. TOTAL TAXES AND INSURANCE PER HOUR	\$	36.82	47.42%	\$	17.46	\$	3.27
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## BENEFITS

	\$ per hour
Vacation and Holiday	
Health and Welfare	\$ 9.65
Pension	\$ 8.90
Annuity	\$ 0.17
Education / Apprentice Training	\$ 1.23
Supplemental Unemployment	\$ -
Security Fund	\$ -
Other	\$ 0.36

C. TOTAL BENEFITS PER HOUR	\$	20.31	\$	-
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FOR FRINGE BENEFITS PAID IN THE ENVELOPE-SUBMIT COPIES OF 2 WEEKS OF CERTIFIED PAYROLL REPORTS

D. TOTAL LABOR RATE	( A + B + C ) = D	\$	74.59	\$	96.27
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## E. PROJECT COORDINATOR'S COMMENTS:

- \* Workers Compensation is the net Contractor cost after applying territory adjustment, experience modification, discount(s) and assessments.  
 \*\* Only Liability Insurance that is payroll related is reimbursable within the labor rate.

# LABOR RATE WORKSHEET

Contractor Name: PCC Contracting, Inc.  
 Address: 1861 Chrisler Avenue  
Schenectady, NY 12303  
 Telephone No.: 518-785-8000

Date: \_\_\_\_\_  
 County: Saratoga  
 Trade: Bricklayer - Journeyman  
 Effective Date: 07.01.2016

FROM	TO	REGULAR RATE	BASE	PREMIUM PORTION OF OVERTIME
<u>7/1/2016</u>	<u>6/30/2017</u>			
<b>A. WAGE RATE PER HOUR</b>		\$	<u>33.82</u>	\$ <u>16.91</u>

## PAYROLL TAXES AND INSURANCE

F.I.C.A / Social Security		6.20 %	
Medicare		1.45 %	
Federal Unemployment Insurance		0.60 %	
State Unemployment Insurance		9.50 %	17.75%
* Workers' Compensation Insurance	Code: <u>5022</u>	17.31 %	
** Liability Insurance		12.21 %	
Disability Insurance		0.15 %	

<b>B. TOTAL TAXES AND INSURANCE PER HOUR</b>	\$ <u>33.82</u>	<u>47.42%</u>	\$ <u>16.04</u>	\$ <u>3.00</u>
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## BENEFITS

	\$ per hour		
Vacation and Holiday			
Health and Welfare	\$ <u>9.65</u>		
Pension	\$ <u>8.90</u>		
Annuity	\$ <u>0.17</u>		
Education / Apprentice Training	\$ <u>1.23</u>		
Supplemental Unemployment			
Security Fund			
Other	\$ <u>0.36</u>		

<b>C. TOTAL BENEFITS PER HOUR</b>	\$ <u>20.31</u>	\$ <u>-</u>
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FOR FRINGE BENEFITS PAID IN THE ENVELOPE-SUBMIT COPIES OF 2 WEEKS OF CERTIFIED PAYROLL REPORTS

<b>D. TOTAL LABOR RATE</b>	( A+B+C )=D	\$ <u>70.17</u>	\$ <u>90.08</u>
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**E. PROJECT COORDINATOR'S COMMENTS:** \_\_\_\_\_  
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\* Workers Compensation is the net Contractor cost after applying territory adjustment, experience modification, discount(s) and assessments.  
 \*\* Only Liability Insurance that is payroll related is reimbursable within the labor rate.

CONTRACT FOR SERVICES

This contract made and entered into on FEBRUARY 27, 2017 by and between FLEET AND FAMILY SUPPORT CENTER (FFSC) a nonappropriated fund instrumentality (hereinafter called NAFI) and CITY OF SARATOGA SPRINGS (hereinafter called Contractor), is to provide MUSIC HALL RENTAL SERVICES subject to the provisions set forth hereunder. The parties agree to contract for the furnishing of MUSIC HALL RENTAL SERVICES as more specifically described in Appendix A hereto. The parties agree as follows:

1. Performance of Service/Price. The Contractor agrees to perform services in accordance with the attached Appendix A at the prices set forth herein at \$150.00. The NAFI will not be liable for any costs incurred by the Contractor other than those specified above.
2. Contract Period. The period of performance for this contract will be from the commencement date through MARCH 31, 2017. The NAFI may extend the term of this contract for successive periods of up to N/A. The total duration of this contract, including any extension pursuant to the option exercised under this clause will not N/A years from the date of the original contract.
3. Payment Cycle. In consideration for the services rendered, the NAFI agrees to pay the Contractor monthly, or on expiration of this contract, whichever occurs first. The amount to be paid the Contractor under the terms of this contract will be that amount stipulated above, unless otherwise specified by a modification to this contract.
4. Invoices. The Contractor will submit invoices to the site activity after services have been completed. Payment of invoice will be accomplished by the Fleet Readiness Service Center IAW the Prompt Payment Act. Payment terms are Net due 30 days unless a discount has been offered by vendor.
5. Subcontracts. The Contractor will not subcontract parts or the whole of this contract without obtaining the Contracting Officer's consent. If a subcontractor is permitted to execute part or this entire contract, the Contractor will continue to be held responsible for all provisions of the contract in total.

6. Licenses, Taxes, Permits, and Fees. The Contractor is fully cognizant that this contract is a contract for services and that an employee-employer relationship does not exist between the Contractor and NAFI. The Contractor is not an employee of the NAFI and is not covered by Workmen's Compensation, group life, accident or health insurance, nor other benefits associated with an employer-employee relationship. Therefore, it is the Contractor's responsibility to obtain, at its own expense, all licenses and permits, and to pay such taxes and fees as may be required of the Contractor by federal, state, and local governments in the execution of the terms of this contract. The Contractor shall comply with all laws, rules, and regulations applicable to the service carried on under this contract.

7. Payment Rates. Payment for services performed by the Contractor will be made at the rate prescribed in paragraph 1, within thirty days after submission by the Contractor of proper invoices to the NAFI designated herein and at the time provided for herein. Payments must be made in accordance with the clause titled "Invoices."

BINNIE HILL

Print Name of Contracting Officer

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Signature of Contracting Officer

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FLEET READINESS SERVICE CENTER  
1682 PIERSEY STREET BLDG KN  
ATTN: BINNIE HILL

CITY OF SARATOGA SPRINGS  
5 LAKE AVE.  
SARATOGA SPRINGS, NY 12866

(757) 445-1880 FAX 444-5370  
Address & Telephone Number

(518) 587-3550  
Address & Telephone Number

APPENDIX A

WORK SHALL BEGIN IN MARCH 30, 2017 AND BE COMPLETED NO LATER TH MARCH 31, 2017. THIS SERVICE CONTRACT MAY BE CANCELLED BY EITHER PARTY WITHOUT CAUSE, WITH A THIRTY DAY WRITTEN NOTICE. THE ATTACHED CLAUSES APPLY. THE CONTRACTOR SHALL PROVIDE, BUT NOT BE LIMITED TO:

CONTRACTOR RESPONSIBILITIES:

- Contractor shall provide rental of the Saratoga Springs Music Hall on Thursday, March 30, 2017 and Friday, March 31, 2017 from 12:00PM-3:00PM.
- Breakdown is as follows: 2 days @ 75.00= \$150.00;
- Contractor shall not allow any open flame including candles to be utilized within the leased space. City Hall is a SMOKE FREE BUILDING.

FFSC RESPONSIBILITIES:

- FFSC shall be responsible for all damages that may occur on the premises.
- FFSC will not at any time tape or affix any items to the walls.
- FFSC shall be consulted when utilizing any sound or light equipment requiring more than a simple connection to an electrical outlet.

PAYMENT

- A non refundable deposit of \$75.00 will be paid to reserve rental hall. The final rental fee of \$255.00 is due (2) weeks prior to event.

FFSC POINT OF CONTACT IS STEVEN SCARLATA @ 518-587-3500 X 2544. NOTE: THE POC DOES NOT HAVE THE AUTHORITY TO CHANGE ANY ASPECT OF THE CONTRACT, NOR TO OBLIGATE THE NAFI IN CONTRACTUAL MATTERS. THE CONTRACTING OFFICER IS THE SOLE PERSON AUTHORIZED TO CHANGE, MODIFY, OR OTHERWISE ALTER ANY OF THE REQUIREMENTS OF THIS CONTRACT. CHANGES EFFECTED BY ANYONE OTHER THAN THE CONTRACTING OFFICER WILL NOT OBLIGATE THE NAFI.

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NONAPPROPRIATED FUND CONTRACT CLAUSES

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NONAPPROPRIATED FUND CONTRACT CLAUSES

1. DEFINITIONS. As used throughout this contract, the following terms and abbreviations have the meaning set forth below:

- a. The term "Contract" means this agreement or order and any modifications hereto.
- b. The abbreviation "NAFI" means Nonappropriated Fund Instrumentality of the United States Government.
- c. The term "Contracting Officer" means the person executing or responsible for administering this contract on behalf of the NAFI which is a party hereto, or his successor or successors.
- d. The term "Contractor" means the party responsible for providing supplies/equipment and/or services at a certain price or rate to the NAFI under this contract.
- e. The term "Contracting Officer's Representative" (COR) means a person appointed by the Contracting Officer to monitor performance and act as a liaison between the Contractor and the Contracting Officer.

2. ADVERTISEMENTS. The Contractor agrees that none of its, nor its agent's, advertisement to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, etc., shall state, infer or imply that the Contractor's products or services are approved, promoted or endorsed by the NAFI. Any advertisement, including cents off coupons, which refers to a NAFI will contain a statement that the advertisement is neither paid for nor sponsored in whole or in part by that particular activity.

3. ASSIGNMENT. A Contractor may not assign their rights or delegate their obligations under this contract without prior written consent of the Contracting Officer.

4. COMMERCIAL WARRANTY. The Contractor agrees that the supplies/equipment or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies/equipment or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies/equipment or services covered.

5. DISCOUNTS FOR PROMPT PAYMENT. In connection with any prompt payment discount offered, time will be computed from the date of the Contractor's invoice. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

6. DISPUTES

a. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his/her decision in writing and mail or otherwise furnish a copy of it to the Contractor. Within 90 days from date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the immediate superior in command (ISIC) of the command one level above the Contracting Officer's command. The decision of this authority shall be final and conclusive. If no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, the Contractor shall proceed diligently with the performance of the contract and according to the decision of the Contracting Officer, unless directed to do otherwise by the Contracting Officer.

7. EXAMINATION OF RECORDS

a. The clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Contractor agrees that the Contracting Officer or his/her duly authorized representative shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and up to three years after contract expiration date and final payment.

b. The Contractor agrees to include the clause in "a" above in all subcontracts thereunder which exceed \$10,000.

8. GRATUITIES

a. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Commanding Officer, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.

b. In the event this contract is terminated as provided in paragraph "a" hereof, the NAFI shall be entitled (1) to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Commanding Officer), which shall not be less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

9. HOLD AND SAVE HARMLESS. The Contractor shall indemnify, save harmless and defend the NAFI, U.S. Navy, Federal Government, its outlets and customers from any liability, claimed or established, for violation or infringement of any patent, copyright or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. Contractor further

agrees to hold NAFI harmless from all claims or judgements for damages resulting from the use of products listed in this contract, except for such claims or damages caused by or resulting from negligence of the NAFI customers, employees, agents or representatives. Also, the Contractor shall at all times hold and save harmless the NAFI, U.S. Navy, Federal Government, its agents, representatives, and employees from any and all suits and expenses which arise out of acts or omissions of the Contractor, its agents, representatives, or employees.

10. INSPECTION. Unless otherwise provided herein, inspection shall be made after receipt of the supplies/equipment by the ordering activity, or after completion of services by the Contractor. Inspection and acceptance shall not be conclusive, with respect to latent defects or fraud, or with respect to the NAFI's rights under the Proof of Shipment provisions contained herein. In case any supplies/equipment or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the NAFI shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies/equipment shall be removed by and at the expense of the Contractor promptly after notice. If required by the NAFI, the Contractor, after notice of defect or non-conformance, shall, in a timely manner, correct or replace the defective or non-conforming supplies/equipment or services, or any part thereof. When such correction or replacement requires transportation of the supplies/equipment or part thereof, all shipping costs to and from the Contractor's plant or place of business shall be borne by the Contractor.

11. INSURANCE

a. The Contractor shall, at their expense, procure and maintain, during the entire performance period of this contract, insurance of at least the kinds and minimum amount set forth herein.

b. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required herein, and providing thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

c. The Contractor shall also require all first-tier subcontractors, who will perform work on a Government installation, to procure and maintain the insurance required herein during the entire period of their performance. The Contractor shall furnish (or assure that it has been furnished) to the Contracting Officer a current Certificate of Insurance meeting the requirements of "b" above for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the installation.

In implementation of the insurance clause above, the Contractor shall procure and maintain:

(1) Workman's compensation as prescribed by the laws of the state in which the work will be performed and employer's liability insurance.

(2) General liability insurance wherein the NAFI and the United States are included as named insured stating that such insurance is primary (secondary to or contributory with no other insurance). Policy limits of \$1,000,000 per person - \$1,000,000 per occurrence for injury or death, and \$1,000,000 property damage per occurrence are required.

(3) The Contractor is responsible for damage or loss to his owned or leased equipment. Claims will be honored only if it can be shown that the NAFI was negligent and caused damage or loss to the Contractor's equipment.

12. INVOICES. An invoice is a written request for payment under the contract for supplies/equipment delivered or for services rendered. In order to be proper, an invoice should include (and in order to support the payment of interest penalties) must include the following:

- a. Invoice date;
  - b. Name of Contractor;
  - c. Contract number (include order number, if any) contract description of supplies or services, quantity, contract unit of measure and unit price and extended total;
  - d. Shipment number and date of shipment;
  - e. Name and address to which payment is to be sent (name must be the same as that in the contract or on a proper notice of assignment);
  - f. Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice; and
  - g. Any other information or documentation required by other provisions of the contract (such as evidence of shipment)
- Invoices shall be prepared and submitted in duplicate (one copy shall be marked "Original") unless otherwise specified.

13. LAW GOVERNING CONTRACTS. In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined according to the substantive and procedural laws of the United States of America.

14. LEGAL STATUS. The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts, however, they do not obligate appropriated funds of the United States. NO APPROPRIATED FUNDS OF THE UNITED STATES SHALL BECOME DUE OR BE PAID A CONTRACTOR BY REASON OF THIS CONTRACT.

15. MODIFICATIONS. No agreement or understanding to modify this contract will be binding upon the NAFI unless it is made in writing and signed by a Contracting Officer from the office that issued the contract or its successor.

16. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this solicitation/award, the inconsistency shall be resolved by giving precedence in the following order: (1) Supplies/Equipment or Services and Prices/Costs; (2) Description/Specifications/Work Statement; (3) Special Contract Requirements; (4) Contract Clauses; (5) other provisions of the solicitation/award.

17. PAYMENTS. Payment of prices stated in this contract will be made according to the Prompt Payment Act, as amended. Unless otherwise specified, payment will be made on partial deliveries accepted by the NAFI when the amount due on such deliveries so warrants. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

18. PROOF OF SHIPMENT. (Applicable to shipments outside the United States through the Defense Transportation System (DTS) and Parcel Post shipments to overseas destinations). Except as otherwise provided in this contract, payment will be made for items not yet received upon receipt of an invoice accompanied by proof of delivery to a postal system or common carrier if delivery is FOB point of origin. For deliveries FOB destination named port of debarkation, the invoice must be accompanied by a signed receipt by a government representative at the named port.

19. TAXES. The prices herein reflect full reduction for taxes which are nonapplicable. In addition to the exemption from Federal excise taxes by virtue of exportation, all tangible personal property sold to NAFIs for resale are exempt from sales and use taxes. All sales other than for resale depend on state law or federal constitutional immunity for exemption from state sales and use taxes.

20. TERMINATION FOR CONVENIENCE. The Contracting Officer, by written notice, may terminate this contract, in whole or in part when it is in the best interest of the NAFI. If this contract is for supplies/equipment and is so terminated, the Contractor shall be compensated according to FAR Subparts 49.1 and 49.2 in effect on the date of this contract award. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment according to the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering non recurring costs for capital investment. If there are any such Contractor claims, they shall be settled according to FAR Subparts 49.1 and 49.2.

21. TERMINATION FOR DEFAULT. The Contracting Officer, by written notice, may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of reprocurring similar supplies/equipment or services; provided that, if (1) it is determined for any reason that the Contractor was not in default; or (2) Contractor's failure to perform is without the Contractor's or subcontractor's control, fault or negligence, the termination must be deemed to be a termination for convenience. As used in this provision, the term "subcontractor" means subcontractor at any tier.

22. VARIATION IN QUANTITY. No variation in quantity of any item listed in this contract will be accepted unless authorized by the Contracting Officer.

23. PROTESTS. Offerors are encouraged to resolve any complaints or issues they may have with the Contracting Officer in an informal manner. However, where an Offeror is not satisfied with a procurement decision of the Contracting Officer, that Offeror may file a written protest with the Contracting Officer and the Contracting Officer will issue a final decision on the protest. Any interested party who is dissatisfied by the Contracting Officer's final decision on the protest may file a written appeal with the Commanding Officer. The procedures for filing protests may be found in Paragraph 223 of BUPERSINST 7043.1B. A copy of Paragraph 223 will be provided to any Offeror by the Contracting Officer upon request.

CLAUSES INCORPORATE BY REFERENCE

The provision of the following clause set forth in the Federal Acquisition Regulation (FAR) are hereby incorporated into this order or contract by reference with the same force and effect as if they were given in full text. As used in the following clause, the term "Government" is deleted and the abbreviation "NAFI" is substituted in lieu thereof. The date of each clause shall be the current date set forth in the FAR at the time of issuance of an order or contract award. Clauses made inapplicable by the reference or by the type or order or contract (e.g. order or contracts for services instead of supplies/equipment) are self-deleting. Upon request, the Contracting Officer will provide the full text.

CLAUSE NO.	REFERENCE	CLAUSE TITLE
24	52.203-5	Covenant Against Contingent fees (Contracts over \$100,000)
25	52.222-20	Walsh-Healey Public Contracts Act (Supply Contracts in excess of \$10,000) (not with foreign Contractors)
26	52.222.26	Equal Opportunity (Supply and Service Contracts over \$10,000)
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39	52.245-1	Charges - Fixed Price
40	52.246-4	Inspection of Services - Fixed Price
41	E.O. 13658	Establishing a Minimum Wage for Contractors (DEC 2014)

CONTRACT FOR SERVICES

This contract made and entered into on FEBRUARY 27, 2017 by and between FLEET AND FAMILY SUPPORT CENTER (FFSC) a nonappropriated fund instrumentality (hereinafter called NAFI) and CITY OF SARATOGA SPRINGS (hereinafter called Contractor), is to provide MUSIC HALL RENTAL SERVICES subject to the provisions set forth hereunder. The parties agree to contract for the furnishing of MUSIC HALL RENTAL SERVICES as more specifically described in Appendix A hereto. The parties agree as follows:

1. Performance of Service/Price. The Contractor agrees to perform services in accordance with the attached Appendix A at the prices set forth herein at \$150.00. The NAFI will not be liable for any costs incurred by the Contractor other than those specified above.
2. Contract Period. The period of performance for this contract will be from the commencement date through MARCH 31, 2017. The NAFI may extend the term of this contract for successive periods of up to N/A. The total duration of this contract, including any extension pursuant to the option exercised under this clause will not N/A years from the date of the original contract.
3. Payment Cycle. In consideration for the services rendered, the NAFI agrees to pay the Contractor monthly, or on expiration of this contract, whichever occurs first. The amount to be paid the Contractor under the terms of this contract will be that amount stipulated above, unless otherwise specified by a modification to this contract.
4. Invoices. The Contractor will submit invoices to the site activity after services have been completed. Payment of invoice will be accomplished by the Fleet Readiness Service Center IAW the Prompt Payment Act. Payment terms are Net due 30 days unless a discount has been offered by vendor.
5. Subcontracts. The Contractor will not subcontract parts or the whole of this contract without obtaining the Contracting Officer's consent. If a subcontractor is permitted to execute part or this entire contract, the Contractor will continue to be held responsible for all provisions of the contract in total.

6. Licenses, Taxes, Permits, and Fees. The Contractor is fully cognizant that this contract is a contract for services and that an employee-employer relationship does not exist between the Contractor and NAFI. The Contractor is not an employee of the NAFI and is not covered by Workmen's Compensation, group life, accident or health insurance, nor other benefits associated with an employer-employee relationship. Therefore, it is the Contractor's responsibility to obtain, at its own expense, all licenses and permits, and to pay such taxes and fees as may be required of the Contractor by federal, state, and local governments in the execution of the terms of this contract. The Contractor shall comply with all laws, rules, and regulations applicable to the service carried on under this contract.

7. Payment Rates. Payment for services performed by the Contractor will be made at the rate prescribed in paragraph 1, within thirty days after submission by the Contractor of proper invoices to the NAFI designated herein and at the time provided for herein. Payments must be made in accordance with the clause titled "Invoices."

BINNIE HILL

Print Name of Contracting Officer

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Signature of Contracting Officer

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FLEET READINESS SERVICE CENTER  
1682 PIERSEY STREET BLDG KN  
ATTN: BINNIE HILL

CITY OF SARATOGA SPRINGS  
5 LAKE AVE.  
SARATOGA SPRINGS, NY 12866

(757) 445-1880 FAX 444-5370  
\_\_\_\_\_  
Address & Telephone Number

(518) 587-3550  
\_\_\_\_\_  
Address & Telephone Number



## APPENDIX A

WORK SHALL BEGIN IN MARCH 30, 2017 AND BE COMPLETED NO LATER TH MARCH 31, 2017. THIS SERVICE CONTRACT MAY BE CANCELLED BY EITHER PARTY WITHOUT CAUSE, WITH A THIRTY DAY WRITTEN NOTICE. THE ATTACHED CLAUSES APPLY. THE CONTRACTOR SHALL PROVIDE, BUT NOT BE LIMITED TO:

CONTRACTOR RESPONSIBILITIES:

- Contractor shall provide rental of the Saratoga Springs Music Hall on Thursday, March 30, 2017 and Friday, March 31, 2017 from 12:00PM-3:00PM.
- Breakdown is as follows: 2 days @ 75.00= \$150.00;
- Contractor shall not allow any open flame including candles to be utilized within the leased space. City Hall is a SMALL FREE BUILDING.

FFSC RESPONSIBILITIES:

- FFSC shall be responsible for all damages that may occur on the premises.
- FFSC will not at any time tape or affix any items to the walls.
- FFSC shall be consulted when utilizing any sound or light equipment requiring more than a simple connection to an electrical outlet.

PAYMENT

- A non refundable deposit of \$75.00 will be paid to reserve rental hall. The final rental fee of \$255.00 is due (2) weeks prior to event.

City

FFSC POINT OF CONTACT IS STEVEN SCARLATA @ 518-587-3500 X 2544. NOTE: THE POC DOES NOT HAVE THE AUTHORITY TO CHANGE ANY ASPECT OF THE CONTRACT, NOR TO OBLIGATE THE NAFFI IN CONTRACTUAL MATTERS. THE CONTRACTING OFFICER IS THE SOLE PERSON AUTHORIZED TO CHANGE, MODIFY, OR OTHERWISE ALTER ANY OF THE REQUIREMENTS OF THIS CONTRACT. CHANGES EFFECTED BY ANYONE OTHER THAN THE CONTRACTING OFFICER WILL NOT OBLIGATE THE NAFFI.

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NONAPPROPRIATED FUND CONTRACT CLAUSES

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TABLE OF CONTENTS

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CLAUSES MADE INAPPLICABLE BY THE TYPE OF ORDER OR CONTRACT ARE SELF-DELETING.

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2. ADVERTISEMENTS
3. ASSIGNMENT
4. COMMERCIAL WARRANTY
5. DISCOUNTS FOR PROMPT PAYMENT
6. DISPUTES
7. EXAMINATION OF RECORDS
8. GRATUITIES
9. HOLD AND SAVE HARMLESS
10. INSPECTION
11. INSURANCE
12. INVOICES
13. LAW GOVERNING CONTRACTS
14. LEGAL STATUS
15. MODIFICATIONS
16. ORDER OF PRECEDENCE
17. PAYMENTS
18. PROOF OF SHIPMENT
19. TAXES
20. TERMINATION FOR CONVENIENCE
21. TERMINATION FOR DEFAULT
22. VARIATION IN QUANTITY
23. PROTESTS
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25. WALSH-HEALEY PUBLIC CONTRACTS ACT
26. EQUAL OPPORTUNITY
27. AFFIRMATIVE ACTION-VETERANS
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30. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
31. EXTRAS
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33. CONTRACTOR INSPECTOR REQUIREMENTS
34. RESPONSIBILITY FOR SUPPLIES
35. CLEARANCE AND DOCUMENT - SHIPMENTS
36. CONVICT LABOR
37. CONTRACT WORK HOURS & SAFETY STANDARDS ACT
38. SERVICE CONTRACT ACT OF 1965 (AS AMENDED)
39. INSPECTION OF SERVICES - FIXED PRICE



NONAPPROPRIATED FUND CONTRACT CLAUSES

1. DEFINITIONS. As used throughout this contract, the following terms and abbreviations have the meaning set forth below:

- a. The term "Contract" means this agreement or order and any modifications hereto.
- b. The abbreviation "NAFI" means Nonappropriated Fund Instrumentality of the United States Government.
- c. The term "Contracting Officer" means the person executing or responsible for administering this contract on behalf of the NAFI which is a party hereto, or his successor or successors.
- d. The term "Contractor" means the party responsible for providing supplies/equipment and/or services at a certain price or rate to the NAFI under this contract.
- e. The term "Contracting Officer's Representative" (COR) means a person appointed by the Contracting Officer to monitor performance and act as a liaison between the Contractor and the Contracting Officer.

2. ADVERTISEMENTS. The Contractor agrees that none of its, nor its agent's, advertisement to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, etc., shall state, infer or imply that the Contractor's products or services are approved, promoted or endorsed by the NAFI. Any advertisement, including cents off coupons, which refers to a NAFI will contain a statement that the advertisement is neither paid for nor sponsored in whole or in part by that particular activity.

3. ASSIGNMENT. A Contractor may not assign their rights or delegate their obligations under this contract without prior written consent of the Contracting Officer.

4. COMMERCIAL WARRANTY. The Contractor agrees that the supplies/equipment or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies/equipment or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies/equipment or services covered.

5. DISCOUNTS FOR PROMPT PAYMENT. In connection with any prompt payment discount offered, time will be computed from the date of the Contractor's invoice. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

6. DISPUTES

a. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his/her decision in writing and mail or otherwise furnish a copy of it to the Contractor. Within 90 days from date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the immediate superior in command (ISIC) of the command one level above the Contracting Officer's command. The decision of this authority shall be final and conclusive. If no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, the Contractor shall proceed diligently with the performance of the contract and according to the decision of the Contracting Officer, unless directed to do otherwise by the Contracting Officer.

7. EXAMINATION OF RECORDS

a. The clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into

by means of negotiation. The Contractor agrees that the Contracting Officer or his/her duly authorized representative shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and up to three years after contract expiration date and final payment.

b. The Contractor agrees to include the clause in "a" above in all subcontracts thereunder which exceed \$10,000.

8. GRATUITIES

a. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Commanding Officer, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract.

b. In the event this contract is terminated as provided in paragraph "a" hereof, the NAFI shall be entitled (1) to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Commanding Officer), which shall not be less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

9. HOLD AND SAVE HARMLESS. The Contractor shall indemnify, save harmless and defend the NAFI, U.S. Navy, Federal Government, its outlets and customers from any liability, claimed or established, for violation or infringement of any patent, copyright or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. Contractor further



agrees to hold NAFI harmless from all claims or judgments for damages resulting from the use of products listed in this contract, except for such claims or damages caused by or resulting from negligence of the NAFI customer, employees, agents or representatives. Also, the Contractor shall at all times hold and save harmless the NAFI, U.S. Navy, Federal Government, its agents, representatives, and employees from any and all suits and expenses which arise out of acts or omissions of the Contractor, its agents, representatives, or employees.

10. INSPECTION. Unless otherwise provided herein, inspection shall be made after receipt of the supplies/equipment by the ordering activity, or after completion of services by the Contractor. Inspection and acceptance shall not be conclusive, with respect to latent defects or fraud, or with respect to the NAFI's rights under the Proof of Shipment provisions contained herein. In case any supplies/equipment or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the NAFI shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies/equipment shall be removed by and at the expense of the Contractor promptly after notice. If required by the NAFI, the Contractor after notice of defect or non-conformance, shall, in a timely manner, correct or replace the defective or non-conforming supplies/equipment or services, or any part thereof. When such correction or replacement requires transportation of the supplies/equipment or part thereof, all shipping costs to and from the Contractor's plant or place of business shall be borne by the Contractor.

11. INSURANCE

a. The Contractor shall, at their expense, procure and maintain, during the entire performance period of this contract, insurance of at least the kinds and minimum amount set forth herein.

b. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required herein, and providing thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

c. The Contractor shall also require all first-tier subcontractors, who will perform work on a Government installation, to procure and maintain the insurance required herein during the entire period of their performance. The Contractor shall furnish (or assure that it has been furnished) to the Contracting Officer a current Certificate of Insurance meeting the requirements of "b" above for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the installation.

In implementation of the insurance clause above, the Contractor shall procure and maintain:

(1) Workman's compensation as prescribed by the laws of the state in which the work will be performed and employer's liability insurance.

(2) General liability insurance wherein the NAFI and the United States are included as named insured stating that such insurance is primary (secondary to or contributory with no other insurance). Policy limits of \$1,000,000 per person - \$1,000,000 per occurrence for injury or death, and \$1,000,000 property damage per occurrence are required.

(3) The Contractor is responsible for damage or loss to his owned or leased equipment. Claims will be honored only if it can be shown that the NAFI was negligent and caused damage or loss to the Contractor's equipment.

12. INVOICES. An invoice is a written request for payment under the contract for supplies/equipment delivered or for services rendered. In order to be proper, an invoice should include (and in order to support the payment of interest penalties) must include the following:

- a. Invoice date;
- b. Name of Contractor;
- c. Contract number (include order number, if any) contract description of supplies or services, quantity, contract unit of measure and unit price and extended total;
- d. Shipment number and date of shipment;
- e. Name and address to which payment is to be sent (name must be the same as that in the contract or on a proper notice of assignment);
- f. Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice; and
- g. Any other information or documentation required by other provisions of the contract (such as evidence of shipment)

Invoices shall be prepared and submitted in duplicate (one copy shall be marked "Original") unless otherwise specified.

13. LAW GOVERNING CONTRACTS. In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined

according to the substantive and procedural laws of the United States of America.

14. LEGAL STATUS. The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts, however, they do not obligate appropriated funds of the United States. NO APPROPRIATED FUNDS OF THE UNITED STATES SHALL BECOME DUE OR BE PAID A CONTRACTOR BY REASON OF THIS CONTRACT.

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41	E.O. 13658	Establishing a Minimum Wage for Contractors (DEC 2014)



*Department of Public Safety  
Traffic Maintenance Division*

January 23, 2017

**RE: Request for an amendment to City Code Chapter 225**

The current parking restrictions on Railroad Place from Church Street to Division Street on the west side of the road currently allow for all-day parking with one 15 minute parking spot in front of the commercial business. With the increased amount of business and the addition of the movie theatre; the current parking regulations are not reflecting the needs of the businesses and the residents.

Therefore, the Traffic Maintenance Division recommends restricting parking on the west of Railroad Place from Church Street to Division Street to 3 Hour Parking; 9:00am to 6:00pm and;

Restrict parking on the west of Railroad Place to 15 Minute Parking. Starting at 285 feet south of Church Street and ending at 350 feet south of Church Street.

Therefore, the Traffic Maintenance Division request the City Council resolve to amend City Code Chapter 225, Article IX, Subsection 225-87 Time Limit Parking as follows;

Name of Street	Side	Time Limit; Hours/Days	Location
Railroad	West	3 Hours; 9:00am to 6:00pm	Between Church Street and Division Street
Railroad	West	15 Minutes	Starting at 285 feet south of Church Street and ending at 350 feet south of Church Street.

Respectfully submitted by,

Mark Benacquist, Department Supervisor



*Department of Public Safety  
Traffic Maintenance Division*

January 11, 2017

**RE: Request for an amendment to City Code Chapter 225**

Meadow Vista is a residential subdivision development currently under construction and is located off outer Grand Avenue in the western section of the city. The development has been constructed to a point where the Developer is seeking the subdivision's streets be accepted as Official City Streets.

As part of the subdivision Site Plan requirements, the Developer has installed a number of stop signs at various street intersections. Pursuant to New York State Vehicle and Traffic law Article 39, Subsection 1640-1; stop signs require codification by the Saratoga Springs City Council.

Therefore, the Traffic Maintenance Division request the City Council resolve to amend City Code Chapter 225, Article IX, Subsection 225-77 Schedule XII Stop Intersections as follows;

Stop Sign On	Direction of Travel	At Intersection Of
Cygnat Circle	North	Grand Avenue
Cygnat Circle	West	Cygnat Circle
Ericson Way	East	Cygnat Circle
Hawkins Place (South end)	West	Cygnat Circle
Hawkins Place (North end)	West	Cygnat Circle

Respectfully submitted by,

Mark Benacquista, Department Supervisor



## City of Saratoga Springs, NY Contract

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_  
 City Department: Department of Public Safety Department Contact Person: Karen Perrino \_\_\_\_\_ City Ext. 2625 \_\_\_\_\_  
 Company Name: SF Cleaning  
 Company Address: 387 Maple Avenue, Saratoga Springs, NY 12866  
 Company Telephone No.: 518-728-6292 Company Fax No.: \_\_\_\_\_  
 Vendor and/or Service Provider Primary Contact: Christopher Smith Title: Office Manager  
 Primary Contact Email: sfjan3130@gmail.com  
 Service to be Provided: Office Cleaning  
 Remit Name (If different from above): \_\_\_\_\_  
 Remit Address: \_\_\_\_\_

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **DPS Cleaning Service**, the Vendor and/or Service Provider submitted proposals dated **12/23/2017** (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.

**Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed. The contract term is for one (1) year from midnight Date of Council Award, 2017 to midnight One year after Council award, 2018. The City reserves the right to extend the contract for one (1) year from expiration under as long as the extension is agreeable to both the City and the Contractor for up to five (5) years with contract renewals to occur annually by Council approval.

2. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed the **monthly rate**, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of **Public Safety** is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is **Christopher Smith**. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

**To the City:** Mayor/Commissioner of **Public Safety**, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

**With a copy to:** City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

**To Vendor and/or Service Provider:** Christopher Smith, SF Cleaning

5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.



7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For projects whose total value is between Zero and \$100,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of professional services:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
  - **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.



- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contact as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

**City Certification:** In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: Tina R Smith Date: 2-28-2017

Print Name: Tina R Smith Title: owner

City of Saratoga Springs' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Joanne Yepsen Title: Mayor City Council Approval Date: \_\_\_\_\_

**STATE OF NEW YORK  
WORKER'S COMPENSATION BOARD  
CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<b>1a. Legal Name and address of Insured (Use street address only)</b> SF Janitorial, Inc. P.O. Box 793 Saratoga Springs, NY 12866  Work Location of Insured (Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)	<b>1b. Business Telephone Number of Insured</b> 518-728-5879  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 811594455
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> City of Saratoga Springs Department of Public Safety 424 Broadway 2nd floor Saratoga Springs, NY 12866	<b>3a. Name of Insurance Carrier</b> AmTrust Insurance Company of Kansas, Inc.  <b>3b. Policy Number of entity listed in box "1a":</b> KWC1075108  <b>3c. Policy effective period:</b> 1/1/2017 to 1/1/2018  <b>3d. The Proprietor, Partners or Executive Officers are:</b> <input type="checkbox"/> included (Only check box if all partners/officers included)  <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certification of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

Yes ☐ No ☒

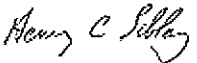
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved By: Henry C. Sibley  
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved By:  2/21/2017  
 (Signature) (Date)

Title: Underwriting Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

*Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.*

C-105.2 (9-15)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/21/2017

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 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).

<b>PRODUCER</b> Cote Agency, Inc 94 Main Street Corinth, NY 12822 Phone (518) 654-9021 Fax (518) 654-7806		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (518) 654-9021 FAX (A/C, No): (518) 654-7806 E-MAIL: fred@savewithcote.com ADDRESS:	
<b>INSURED</b> Tina R. Smith DBA SF Cleaning 387 Maple Ave Saratoga Springs NY 12866		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: The Main Street America Group 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 INSR	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 <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	MPU1328R	04/06/2016	04/06/2017	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/OP AGG \$ 2,000,000.00
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	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 <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured on a Primary and Non Contributory Basis

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs  
Public Safety Department  
5 Lake Ave  
Saratoga Springs NY 12866

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:



## QUOTE

## SF Cleaning

*"Our Company will always go the extra mile"*

387 Maple Ave Saratoga Springs, NY 12866

Cell 518-728-5879

E-mail - sfjan3130@gmail.com

DATE: 2/20/2017



TO: City of Saratoga Springs  
Public Safety Department  
5 Lake Ave.  
Saratoga Springs, NY 12866

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1		Cleaning as per customer Job Scope - Billed Monthly			\$421.50

Please feel free to contact me on my cell phone 518-728-5879

Thank You for your time

Christopher Smith

SUBTOTAL

SALES TAX

Exempt

TOTAL

Quotation prepared by: Christopher M. Smith

This is a quotation based on the task schedule that was outlined by Public Safety Dept.

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**



February 15, 2017

Hon. Joanne Yepsen, Mayor  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, New York 12866  
[joanne.yepsen@saratoga-springs.org](mailto:joanne.yepsen@saratoga-springs.org)

Re: LISC Program Action Number: 47365-0001  
City of Saratoga Springs

Dear Mayor Yepsen:

**Disbursement of Grant:**

By commitment letter dated October 18, 2016 (the "Commitment Letter"), from Local Initiatives Support Corporation ("LISC") to the City of Saratoga Springs (the "Grantee") LISC committed a grant in the amount of \$150,000.00 (the "Grant") for its zombie and vacant properties remediation and prevention initiatives. Such initiatives qualify as Code Enforcement and Housing Quality Improvement Programs as set forth in the Commitment Letter.

LISC will disburse the proceeds of the Grant to the Grantee, in the amounts set forth in the schedule below, by Automated Clearing House ("ACH") or by wire transmittal.

**A. First Disbursement of Grant:**

The First Disbursement will be made by LISC, in the amount of \$85,750.00, upon the satisfaction of the following conditions:

1. Receipt by LISC of a countersigned copy of this disbursement conditions agreement ("Disbursement Conditions Agreement" or "DCA") executed by a duly authorized signatory of the Grantee; scanned and sent to LISC via e-mail in accordance with the directions below. The original, with original signature of an authorized signatory of Grantee, to be mailed to LISC in accordance with the instructions below. By countersigning this letter the Grantee agrees to such disbursement conditions, and reaffirms that it will use Grant proceeds solely for its zombie and vacant properties remediation and prevention initiatives. Such initiatives qualify as Code Enforcement and Housing Quality Improvement Programs as set forth in the Commitment Letter.

Local Initiatives Support Corporation – NYS Housing Stabilization Fund  
501 Seventh Avenue, 7<sup>th</sup> Floor, New York, NY 10018



Accepting the Grant proceeds will be further acknowledgement of Grantee's agreement to the terms and conditions of the Commitment Letter and this Disbursement Conditions Agreement. By countersigning this letter, the Grantee agrees to use Grant proceeds of the First Disbursement for the goals in Columns 1 through 4 of Attachment B hereto.

2. Receipt by LISC of completed and signed ACH instructions or of signed wire instructions.
3. Completion and execution, by an authorized signatory, of the attached disbursement request form (Attachment A).

**B. Second Disbursement of Grant:**

The Second Disbursement will be made by LISC, in the amount of \$64,250.00, no sooner than 5 calendar months, and no more than 10 calendar months, after the date of the First Disbursement, upon the satisfaction of the following conditions:

1. Completion and execution by an authorized signatory, of the attached disbursement request form.
2. The budget submitted by Grantee, a copy of which is attached as Attachment B, with additional information showing what portion of each line item was funded with the First Disbursement and how the Second Disbursement will be allocated. Proposed changes to the budget, if any, should be flagged and a brief written explanation must be provided for the proposed changes. (This is to be sent by e-mail in accordance with the instructions below.)
3. A narrative report, detailing whether and how the following goals were met, which deliverables were produced and the timeline for when those goals were met and deliverables were produced.
  - a. **Increase the capacity of Grantee's code enforcement office to better combat the negative impacts of vacant and abandoned properties.**
    - i. Hire a new staff member in code enforcement office that will be tasked with inspecting vacant and abandoned properties.
    - ii. Identification and inspection of at least 105 vacant and abandoned properties.
    - iii. Develop and implement a new procedure whereby the new inspector gathers data and generates recurring reports on vacant abandoned properties for use by decision makers.
    - iv. New inspector should begin forming relationships and partnerships with financial institutions to better address the problem of vacant and abandoned properties.
  - b. **Improve Grantee's ability to track zombie, vacant and abandoned properties, as to improve Grantee's ability to comprehensively manage,**

**plan for, and proactively address issues arising from such properties and integrate data with New York State's zombie property registry.** This goal should be accomplished through, at minimum, the following tasks:

- i. Create database for specifically tracking zombie, vacant and abandoned properties within Grantee's jurisdiction.
  - ii. Purchase necessary field and office equipment, including accessories and software, to assist in data collection and recording, as to support the abandoned property database.
  - iii. Develop procedures for integrating use of new equipment into data collection and recording process for new database.
- c. **Prevent the abandonment of properties through outreach focused on educating at-risk homeowners on existing foreclosure prevention resources.**
- i. Creation and mailing of at least 8,800 informational postcards, informing recipients of available foreclosure prevention resources.
  - ii. Creation and distribution of at least 3,000 informational flyers, informing recipients of available foreclosure prevention resources.
  - iii. Run at least one advertisement in local media educating residents on existing foreclosure prevention resources.
- d. **Increase the capacity of Grantee to address issues arising from zombie, vacant and abandoned properties with legal action.**
- i. Hire a part-time special prosecutor for initiating legal action to combat the negative effects of zombie, vacant and abandoned properties.
  - ii. Utilizing new resources, make best efforts to prosecute or satisfactorily settle at least 50 zombie, vacant or abandoned property cases.

### **C. FINAL REPORT**

No later than 10 months after the Second Disbursement is requested by Grantee, Grantee shall e-mail to LISC, to [HCaloir@lisc.org](mailto:HCaloir@lisc.org), the final narrative report detailing whether and how the following goals were met, which deliverables were produced and the timeline for when those goals were met and deliverables were produced.

- a. **Increase the capacity of Grantee's code enforcement office to better combat the negative impacts of zombie, vacant and abandoned properties.**
- i. Identification and inspection of at least 106 additional zombie, vacant and abandoned properties.
  - ii. New inspector continues to gather data and generates recurring reports on zombie, vacant and abandoned properties within Grantee's jurisdiction for use by decision makers.

- iii. Continued formation of relationships and partnerships with financial institutions to better address zombie, vacant and abandoned properties.
  - iv. Summarize the impact of the additional inspector during the LISC grant period.
- b. **Improve Grantee's ability to track zombie, vacant and abandoned properties, as to improve Grantee's ability to comprehensively manage, plan for, and proactively address issues arising from such properties and integrate data with New York State's zombie property registry.**
- i. Continued updating of database for tracking zombie, vacant and abandoned properties within Grantee's jurisdiction.
  - ii. Continued training and use of new field and office equipment, to assist in building and maintaining a comprehensive local registry of zombie, vacant and abandoned properties.
  - iii. Develop and implement procedure for sharing local data with, and obtaining data from, New York State's zombie property registry.
  - iv. Report on impact enhanced data collection, sharing and analysis has had on addressing zombie, vacant and abandoned property problem during LISC grant period.
- c. **Increase the capacity of Grantee to address issues arising from zombie, vacant and abandoned properties with legal action.**
- i. Make best efforts to prosecute or satisfactorily settle at least 50 additional zombie, vacant and abandoned property cases.
  - ii. Report on legal progress and outcomes during the LISC grant period.

Please email a scanned copy of the countersigned copy of this Disbursement Conditions Agreement, and all other required documents, to [HCaloir@lisc.org](mailto:HCaloir@lisc.org), and mail her a hard copy of this Disbursement Conditions Agreement only (no hard copies are required of the other documents) to Helene Caloir, LISC, 501 Seventh Avenue, 7<sup>th</sup> Floor, New York, NY 10018. Please contact Ms. Caloir if you have any questions about these disbursement conditions.

**Please note - this Disbursement Conditions Agreement must be signed and returned to LISC on or before March 10, 2017. If such deadline passes, LISC reserves the right to modify these disbursement conditions.**

**Please also note – Grantee must submit all of its disbursement requests on or before December 17, 2018. Any Grant proceeds not requested on or before such date will be de-obligated and re-granted unless LISC consents, in writing, to an extension of the deadline.**

Signatures are on next page.

**LOCAL INITIATIVES SUPPORT CORPORATION**

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

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

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

Date: As of February 15, 2017

**DISBURSEMENT CONDITIONS ACCEPTED AND AGREED TO:**

**CITY OF SARATOGA SPRINGS**

Authorized Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_, 2017

Attachment A

LISC P.A. No. 47365-0001

**DISBURSEMENT REQUEST FORM**

This Disbursement Request Form is being furnished to Local Initiatives Support Corporation ("LISC") pursuant to the Disbursement Conditions Agreement (the "Disbursement Conditions Agreement"), entered into between the City of Saratoga Springs ("Grantee"), and LISC, pursuant to which LISC has awarded to Grantee a \$150,000.00 grant (the "Grant") to be disbursed upon the satisfaction of certain conditions. All terms not otherwise defined here will have the meaning set forth in the Disbursement Conditions Agreement.

(1) Grantee hereby certifies that:

- (a) It requests a Disbursement of the Grant in the amount of \$\_\_\_\_\_.  
This is the \_\_\_\_\_ [First/Second] Disbursement pursuant to the Disbursement Conditions Agreement.
- (b) It has satisfied all conditions to receiving such Disbursement. (All documentation required for the requested Disbursement is attached to this Disbursement Request Form.)

**CITY OF SARATOGA SPRINGS**

Authorized Signature: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 20\_\_

Attachment B – Budget

Category	Disbursement 1	Disbursement 2	TOTAL
Community Outreach	\$9,063	\$0	\$9,063
Legal Costs	\$27,650	\$27,650	\$55,300
Code Inspector	\$36,600	\$36,600	\$73,200
Database	\$12,437	\$0	\$12,437
TOTAL	\$85,750	\$64,250	\$150,000

LISC PA #: 47365-0001

**ACH/WIRE INSTRUCTIONS**

The following ACH/Wire instructions are being furnished to Local Initiatives Support Corporation ("LISC") pursuant to the Disbursement Conditions Agreement (the "Disbursement Conditions Agreement"), entered into between the City of Saratoga Springs ("Grantee"), and LISC. LISC has awarded to Grantee a \$150,000 grant (the "Grant") to be disbursed upon the satisfaction of the conditions of the Disbursement Conditions Agreement. All terms not otherwise defined here will have the meaning set forth in the Disbursement Conditions Agreement. Disbursements will be made to the Grantee using the information provided in this document.

Bank Name:

Acct. Name:

ABA No.:

Acct. No.:

Memo:

These are \_\_\_\_\_ [wire/ACH] instructions.

**CITY OF SARATOGA SPRINGS**

Authorized Signature: \_\_\_\_\_

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

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

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



# City of Saratoga Springs, NY Vendor and/or Service Provider Agreement

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_  
 City Department: Saratoga Springs Fire Department Department Contact Person: Chief Robert Williams City Ext. 3012  
 Company Name: Vander Molen Fire Apparatus Sales and Service  
 Company Address: 224 Wellington Road, Dewitt New York 13214  
 Company Telephone No.: 315-952-7787 Company Fax No.: \_\_\_\_\_  
 Vendor and/or Service Provider Primary Contact: Philip Vander Molen Title: President  
 Primary Contact Email: sutphenrep@twcny.rr.com vmfire@verizon.net  
 Service to be Provided: Fire Apparatus Maintenance and Service  
 Remit Name (If different from above): \_\_\_\_\_  
 Remit Address: \_\_\_\_\_

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Apparatus Maintenance and Service, the Vendor and/or Service Provider submitted proposals dated November 1, 2016 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by March 1, 2018. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted per the agreed rate schedule attached a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Public Safety is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Philip Vander Molen. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:  

To the City: Mayor/Commissioner of Public Safety, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
 To Vendor and/or Service Provider: Philip Vander Molen
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the



Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For projects whose total value is between Zero and \$100,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of professional services:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
  - **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis** prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:** This Agreement shall constitute the Agreement of the parties.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

Vendor and/or Service Provider Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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



**VANDER MOLEN**  
**FIRE APPARATUS**  
**SALES & SERVICE**

November 1, 2016

Dear Valued Customers,

It's been such a pleasure to work with your Fire Department and to help be a part of serving your community.

Due to rising costs of doing business, we will be raising our rates slightly effective January 1, 2017. Our rates will still remain competitive with other vendors. Please see the attached break down of our new rates.

As always, we are committed to providing you with the best service available for your Department. We thank you for your understanding and look forward to continuing our relationship with you in the future.

Should you have any questions, please feel free to call our Service and Parts Manager, Larry Gates, at 518-926-0415.

Sincerely,

Phil Vander Molen  
President



# VANDER MOLEN

## FIRE APPARATUS

### SALES & SERVICE



## 2017 LABOR RATES

Effective January 1, 2017

### FIRE APPARATUS:

Pumper or ETA: \$750.00

(Includes complete chassis & pump service)

Aerial Ladder: \$1,750.00

Aerial Platform: \$1,850.00

(Includes complete chassis, aerial, & pump service)

Heavy Rescue: \$650.00

Medium Duty Rescue: \$550.00

Light Rescue w/Generator, Brush Unit w/Skid Mount: \$400.00

Utility, Mini-Rescue or MED Units: \$300.00

Pump Service: \$375.00

### Pump Test:

Annual NFPA Service Testing up to 1250 GPM: \$400.00

(Flat Rate regardless if unit passes test or not)

Annual NFPA Service Testing over 1250 GPM: \$500.00

(Flat Rate regardless if unit passes test or not)

**C.A.F.S. systems, portable pumps, and small engines will be charged at the hourly rate**

**All of the above prices are for labor only.** A written condition report shall be supplied with an estimate of additional needed repairs. Oil analysis is available, at an additional charge. **All materials, oil, filters, grease and fluids will be in addition to the flat rate charge unless otherwise noted.** Travel time will be set @ \$80.00 per MapQuest hour. Repairs will be based on \$95.00 per man hour. Work is to be performed during normal business hours, the Travel time will be added accordingly. Emergency repairs after normal hours will be based on \$145.00 per hour including travel time.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/13/2017

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	Jacobs-Weber Insurance 408 Forest Street Yoakum, Texas 77995	CONTACT NAME: Rose Smith PHONE (A/C, No. Ext): 361-648-4209 E-MAIL ADDRESS: rsmith@jacobs-weber.com FAX (A/C, No.): 361-293-3074
INSURED	Vander Molen, Inc DBA Fire Apparatus Sales 224 Wellington Road Dewitt, New York 13214	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Technology Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 11150

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 SUBR INSD 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 <input checked="" type="checkbox"/> Including Garage Operations GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	MFPK07325405	08/03/2016	08/03/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	MFCA06031305	08/03/2016	08/03/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP / Medical Payments \$ 50,000 / 5,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0	Y	MFUM07414305	08/03/2016	08/03/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	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	TWC-3573237	09/09/2016	09/09/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property In-Transit / Off-Premise	Y	MFPK07325405	08/03/2016	08/03/2017	\$1,000,000
A	Garage/Stock Autos	Y	MFPK07325405	08/03/2016	08/03/2017	\$250,000

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

The City of Saratoga Springs is considered an additional insured per form CG 2033 when a written contract exists. Coverage is primary and non-contributory per form CG 2001.

## CERTIFICATE HOLDER

City of Saratoga Springs  
Office of Risk and Safety  
474 Broadway  
Saratoga Springs, NY 12866

## 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

*[Signature]*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



## City of Saratoga Springs, NY Contract

City Department: Department of Public Safety Department Contact Person: John Catone, Asst. Chief of Police City Ext. 3601  
Company Name: Pittsfield Communications Systems, Inc  
Company Address: 1502 West Housatonic Street, Pittsfield, MA 01201  
Company Telephone No.: 413-448-8214 Company Fax No.: \_\_\_\_\_  
Vendor and/or Service Provider Primary Contact: John Ullrich Title: President/Owner  
Primary Contact Email: jullrich@bcn.net  
Service to be Provided: Service, repair and maintenance of radios

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **SERVICE, REPAIR AND MAINTENANCE OF RADIOS AND RADIO INFRASTRUCTURE**, the Vendor and/or Service Provider submitted proposals dated 1/1/2017 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date for one (1) year from midnight Date of Council Award, 2017 to midnight One year after Council award, 2018. The City reserves the right to extend the contract for one (1) year from expiration under as long as the extension is agreeable to both the City and the Contractor for up to three (3) years with contract renewals to occur annually by Council approval. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$665.00/month (\$7,980.00/12 months), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Public Safety is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is John Ullrich. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:  
  
To the City: Mayor/Commissioner of Public Safety, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
To Vendor and/or Service Provider: John Ullrich, Pittsfield Communications Systems, Inc.
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's

staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.

16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).

18. **Background Checks:** Any employee who will be providing goods and services under this agreement who may have direct or remote access to the City of Saratoga Springs Information Technology Infrastructure including the secure Public Safety facilities, computer network, and/or any records associated with the Public Safety Department shall be subject to a criminal background check to include a Criminal Justice Information Services (CJIS) site security check. The vendor shall be responsible for paying any such fees for each of its employees having responsibility for servicing the City's account. A onetime fee of Eighty Five Dollars (\$85.00) per employee shall be charged as a fingerprint fee for DCJS for each of its employees having responsibility for servicing the City's account. Failure to comply with the background check requirement or a failure to successfully pass the background screening will prohibit the Vendor and/or Service Provider's employee from working on this City contract either directly or indirectly and may potentially disqualify the vendor as a whole from securing a contract with the City.

19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

**City Certification:** In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

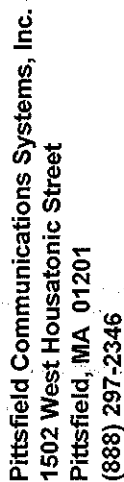
All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: [Signature] Date: 2-28-2017

Print Name: JOHN J. ULLICH Title: PRESIDENT

City of Saratoga Springs' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Joanne Yepsen Title: Mayor City Council Approval Date: \_\_\_\_\_



## Page: 1 of 1

Customer # (ma)sarat,sp  
Invoice #

Date: 1/12/2017

Customer Name: Saratoga Springs Police  
ATTN: Asst. Chief John Catone  
Billing Address: 5 Lake Avenue  
City/State/Zip: Saratoga Springs, NY 12866

Start Date: 1/1/2017

Expiration: 12/31/2017

When this agreement is accepted by PCS, Inc. the equipment on the customer agreement/order referenced above will be serviced by PCS, Inc. in accordance with the terms and conditions printed on the reverse side. This agreement does not include replacement of antennas or batteries, or service of any transmission line, antenna tower or tower lighting unless such work is described below.

[illegible]

SPECIAL INSTRUCTIONS:  
MOTOROLA HI-TECH /DEPOT COSTS WILL BE  
BILLED ABOVE CONTRACT.  
CONTRACT EXCLUDES MICROPHONES,  
EXTERNAL SPEAKERS, MONITORS, SOFTWARE,  
PC, CABLES & CONNECTORS. PLEASE SEE  
REVERSE SIDE FOR OTHER TERMS &  
CONDITIONS.  
  
EXISTING MCC-5500 CONSOLES WILL BE  
REPAIRED ON A TIME & MATERIAL BASIS.

☒ New Agreement ☐ Supersede Agreement #

Additional terms, definitions and conditions of this service agreement are printed on the reverse side.

Authorized Customer Signature/Title \_\_\_\_\_ Date \_\_\_\_\_

Is P.O. Required? ☐ Yes - Attach P.O. ☐ No

Signature: Shannon Wunch-Keeber Date: 11/12/17

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	Annually	Semi-Annually	Yes - Attach Exempt Certificate	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

	X	Monthly (AFT)
		Other (Specify in Special Instructions)

The above service amount is subject to state and local jurisdictions, to be verified Pittsfield Communications Systems, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/28/2017

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 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).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:		
<b>INSURED</b>  PITTSFIELD COMMUNICATION SYSTEMS INC 1502 W HOUSATONIC ST Pittsfield, MA 01201		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Wesco Insurance Company		25011
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

## COVERAGES

CERTIFICATE NUMBER: 631319

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	WWC3239023	12/15/2016	12/15/2017 X PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs Office of Risk & Safety  
474 Broadway  
Saratoga Springs, NY 12866

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

*[Signature]*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2017

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 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. P O Box 4889  Pittsfield MA 01202-4889	CONTACT NAME: Wendy Viola, CISR, CCLP PHONE (A/C No. Ext): (413) 562-3659 FAX (A/C No.): (413) 568-4284 E-MAIL ADDRESS: wviola@berkshireinsurancegroup.com
INSURED Pittsfield Communications System, Inc. 1502 West Housatonic St.  Pittsfield MA 01201	INSURER(S) AFFORDING COVERAGE INSURER A: Central Mutual Insurance Co NAIC # 20230 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 16-17 Master Cert

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 checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		CLP9779089	9/1/2016	9/1/2017	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 - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			BAP9779090 (MA)	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI split \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10000			CXS9779092	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	NY Auto Policy			BAP-9779091	9/1/2016	9/1/2017	Liability, Combined Single 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. City of Saratoga Springs is named as an additional insured on a primary and non-contributory basis per contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs  
Office of Risk & Safety  
474 Broadway  
Saratoga Springs, NY 12866

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

W Viola, CISR, CCLP/W

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ACORD 25 (2014/01)

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