



# CITY OF SARATOGA SPRINGS

## City Council Meeting



May 15, 2018

City Council Room

 [Print](#)

**7:00 PM**

**CALL TO ORDER**

**ROLL CALL**

**SALUTE TO FLAG**

**PUBLIC COMMENT PERIOD / 15 MINUTES**

**PRESENTATION(S):**

1. Charter Review: Update

**EXECUTIVE SESSION:**

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### **CONSENT AGENDA**

1. Approval of 4/30/18 Pre-Agenda Meeting Minutes
2. Approval of 5/1/18 City Council Meeting Minutes
3. Approve Budget Amendments - Regular (Increases)
4. Approve Budget Transfers - Regular
5. Approve Payroll 05/04/2018 \$507,668.14
6. Approve Payroll 05/11/2018 \$500,966.77
7. Approve Warrant - 2018 18MWMAY1 \$717,242.08
8. Approve Warrant - 2018 18MAY2 \$319,140.79
9. Approve Invoice for Engineer Services to Greenman Pedersen Inc in the amount of \$770

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### **MAYOR'S DEPARTMENT**

1. Proclamation: Proclamation in Support of Refugee Resettlement
  2. Discussion and Vote: Authorization for Mayor to Sign Contract with Barton and Lougidice
  3. Discussion and Vote: Authorization for the Mayor to Sign Change Order #1 for Spring Electric Inc. - install shot clocks and interconnect basketball hoops
  4. Discussion and Vote: Law Library Lease - Non-Renewal
  5. Announcement: Formation of Flat Rock Project Working Group
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**ACCOUNTS DEPARTMENT**

- 1. Discussion and Vote: Asset Recognition Policy
- 2. Award of Bid: Extension of Chemicals to Various Vendors
- 3. Announcement: Grievance Day - May 22, 2018
- 4. Appointment: Henry Jaffe as Commissioner of Deeds
- 5. Award of Bid: Preliminary and Final Engineering of the Complete Streets Saratoga Greenbelt Downtown Extender to Barton and Loguidice, D.P.C.
- 6. Discussion and Vote: Update to Risk and Safety Manual

**FINANCE DEPARTMENT**

- 1. Announcement: Debt Refinancing Generates \$1.3 Million of Budgetary Savings
- 2. Discussion: 1st Quarter 2018 Financial Report
- 3. Appointment: Catherine Hoover to Complete Streets Advisory Board
- 4. Discussion and Vote: Accept Donations on behalf of the Downtown Special Assessment District for Way Finding Signage
- 5. Discussion and Vote: Authorization for the Mayor to Sign updated Municipal Agreement with the Energy Improvement Corporation ("Energize NY PACE Finance")
- 6. Discussion and Vote: Budget Transfer - Contingency
- 7. Discussion and Vote: Budget Amendment - Payroll
- 8. Discussion and Vote: Budget Transfers - Payroll

**PUBLIC WORKS DEPARTMENT**

- 1. Discussion and Vote: Authorization for the Mayor to Sign Contract with Securewatch 24 LLC for Building Security Study
- 2. Discussion and Vote: Authorization for the Mayor to sign contract with Ferguson Waterworks
- 3. Discussion and Vote: Authorization for the Mayor to sign a Memorandum of Understanding - Stewarts

**PUBLIC SAFETY DEPARTMENT**

- 1. Discussion and Vote: Authorization for the Mayor to Sign a Contract with Stilsing Electric, Inc.
- 2. Announcement: Gun Buy Back
- 3. Announcement: Taxi Day
- 4. Announcement: Fire Ops 101
- 5. Set Public Hearing: To Amend Chapter 148 of the City Code, Noise, with respect to noise on Sunday through Thursday nights
- 6. Set Public Hearing: To Amend Chapter 215 of the City Code, Taxicabs, with respect to technical consistencies
- 7. Set Public Hearing: To Amend Chapter 225 of the City Code, Vehicles and Traffic, with respect to adding a bicycle lane to Lake Avenue
- 8. Set Public Hearing: To Amend Chapter 225 of the City Code, Vehicles and Traffic, with respect to traffic control at the intersection of Washington Street and Walnut Street

**SUPERVISORS**

- 1. Matthew Veitch
  - 1. Trails Committee Update
  - 2. Economic Development Committee Update
- 2. Tara Gaston

ADJOURN



April 30, 2018

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

**PRESENT:** Meg Kelly, Mayor  
Michele Madigan, Commissioner of Finance  
John Franck, Commissioner of Accounts  
Peter Martin, Commissioner of DPS

**STAFF PRESENT:** Lisa Shields, Deputy Mayor  
Mike Sharp, Deputy Commissioner, Finance  
Maire Masterson, Deputy Commissioner, Accounts  
John Daley, Deputy Commissioner, DPS

Vince DeLeonardis, City Attorney

**EXCUSED:** Anthony Scirocco, Commissioner of DPW

Joe O'Neill, Deputy Commissioner, DPW

Matthew Veitch, Supervisor  
Tara Gaston, Supervisor

**CALL TO ORDER**

Mayor Kelly called the meeting to order at 9:31 a.m.

**PRESENTATION**

1. 2017 Preliminary Financial Report – Commissioner Madigan advised this is a preliminary report as it is unaudited. The City has had another healthy year.
2. Charter Review Commission Update

**CONSENT AGENDA**

1. Approval of 4/16/18 Pre-Agenda Meeting Minutes
2. Approval of 4/17/18 City Council Meeting Minutes
3. Approve Budget Amendments – Regular (Increases)
4. Approve Budget Transfers - Regular
5. Approve Payroll 4/20/18 \$494,347.00
6. Approve Payroll 4/27/18 \$493,739.91
7. Approve Warrant - 2018 – 18MWAPR3 \$722,950.49
8. Approve Warrant - 2018 – 18MAY1 \$502,883.98

No comments.

**MAYOR'S DEPARTMENT**

Discussion and Vote: Approval of 2018 Entitlement Action Plan (CDBG)



No comments.

Proclamation: SEDC 40<sup>th</sup> Anniversary

No comments.

Proclamation: Bike to Work Day

No comments.

Discussion and Vote: Authorization for the Mayor to Sign Memorandum of Agreement to the Fire Administrative Contract

Mayor Kelly advised this is a minor correction to the document.

Discussion and Vote: Authorization for Mayor's Signature on Intermunicipal Agreement with Saratoga County Animal Shelter 2017-2018

Mayor Kelly stated this covers service for the City and expects the invoice soon. She would like to move this to the Consent Agenda.

Discussion and Vote: Authorization for Mayor's Signature on Intermunicipal Agreement with Saratoga County Animal Shelter 2018 – 2019

Mayor Kelly stated she would also like to move this item to the Consent Agenda.

Discussion and Vote: Approval to Pay Invoice for Chazen Engineering Land Surveying & Landscaping Architecture

Mayor Kelly advised Chazen had provided engineer service prior to her department having a purchase order created. She would like to move this item to the Consent Agenda.

Discussion and Vote: approval to Pay Invoice for GPI

Mayor Kelly advised Green-Pedersen provided design services prior to her department having a purchase order created. She would like to move this item to the Consent Agenda.

Discussion and Vote: Approval to Pay Invoice for Miller, Mannix, Schachner & Hafner, LLC

Mayor Kelly advised legal services were provided for Geyser Road prior to her department having a purchase order created. She would like to move this item to the Consent Agenda.

## **ACCOUNTS DEPARTMENT**

Award of Bid: City Building Security Study to Secure Watch24, LLC

No comments.

Award of Bid: Extension of Pipes, Fittings, Hydrants, and Valves to Ferguson Waterworks

No comments.

Award of Bid: Extension to BPI Mechanical Services, Inc. for DPS

No comments.

Announcement: Grievance Class – May 8, 2018 at 5:30 PM

Commissioner Franck advised the class will be held in the City Council Room.

Announcement: Grievance Day – May 22, 2018

No comments.

**FINANCE DEPARTMENT**

Discussion and Vote: Authorization for the Mayor to Sign Addendum to Audit Services Agreement with BST

Commissioner Madigan advised the Finance Department was tasked earlier this year with an internal audit project which put a strain on her department's resources. In order to stay on schedule with the annual audit she requested the auditors put in a proposal for additional services which is for an amount that will not exceed \$5,000. This will increase their original contract for 2017 but will not exceed \$41,000.

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

Commissioner Madigan advised the update to the resolution includes an increase in the human resource base salary.

Discussion and Vote: Budget Amendment – Assignment Refund of Prior Year Taxes

Commissioner Madigan advised the budget amendment was previously approved on 11/6/17 for the settlement of an Article 7.

Discussion and Vote: Budget Transfer – Contingency Increase

Commissioner Madigan advised this transfer is to move funds from the Civil Service budget to the contingency budget. She sent a memo to the Council and Civil Service last week about this.

Discussion and Vote: Budget Transfer – Contingency

No comments.

Discussion and Vote: Budget Transfers – Payroll

No comments.

Commissioner Madigan added 2 items to her agenda: Announcement: Cyber Security Training; and Announcement: Commissioner Madigan Will Not Be at First Meeting in June.

**PUBLIC WORKS DEPARTMENT**

Mayor Kelly read the following items on Commissioner Scriocco's agenda into the record:

1. Discussion and Vote: Sick Bank Request
2. Discussion and Vote: Approval to Pay Invoice to Ferguson Waterworks
3. Discussion and Vote: Establish Title & Grade for Department of Public Works Purchasing Coordinator
4. Discussion and Vote: Accept Donation from Saratoga Springs Preservation Foundation
5. Announcement: Tree City USA Celebration on Arbor Day

## **PUBLIC SAFETY DEPARTMENT**

Discussion and Vote: Authorization for Mayor to Sign a Contract to Receive Stop DWI Crackdown Funding From Saratoga County Stop DWI

No comments.

Discussion and Vote: Authorization for the Mayor to Sign a Contract with BPI Mechanical Services, Inc.

Commissioner Martin would like to move this item to the Consent Agenda.

Discussion and Vote: Establishment of a New Position

Commissioner Martin advised they are looking to update the description of Mark Benaquista's position. This has not been done for many years.

## **SUPERVISORS**

Mayor Kelly advised nothing has been received from the supervisors for their agendas.

## **EXECUTIVE SESSION**

**Mayor Kelly moved and Commissioner Franck seconded to move into executive session for an Article 7 settlement and personnel matters in the Accounts and Mayor's Departments at 9:44 a.m.**

**Ayes – All**

Council returned at 10:51 a.m.

Commissioner Franck advised he will be adding 2 items to his agenda as a result of the executive session.

Commissioner Martin advised he is adding an additional item to agenda: Discussion and Vote: Authorization to Sign Change Order for Police Department Dispatch in the Amount of \$32,603.30.

## **ADJOURN**

Mayor Kelly adjourned the meeting at 10:53 a.m.

Respectfully submitted,

Lisa Ribis  
Clerk

Approved:  
Vote:



May 1, 2018

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

**7:00 PM**

**CALL TO ORDER**

**ROLL CALL**

**SALUTE TO FLAG**

**PUBLIC COMMENT PERIOD / 15 MINUTES**

**PRESENTATION**

1. 2017 Preliminary Financial Report
2. Charter Review Commission Update

**CONSENT AGENDA**

1. Approval of 4/16/18 Pre-Agenda Meeting Minutes
2. Approval of 4/17/18 City Council Meeting Minutes
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7. Approve Warrant - 2018 18MWAPR3 \$722,950.49
8. Approve Warrant - 2018 18May1 \$502,883.98
9. Authorization for Mayor's Signature on Intermunicipal Agreement with Saratoga County Animal Shelter 2017 – 18
10. Authorization for Mayor's Signature on Intermunicipal Agreement with Saratoga County Animal Shelter 2018 – 19
11. Discussion and Vote: Authorization for the Mayor to Sign a Contract with BPI Mechanical Services, Inc.
12. Approval to Pay Invoice for Chazen Engineering Land Surveying & Landscaping Architecture
13. Approval to Pay Invoice to GPI
14. Approval to Pay Invoice for Miller, Mannix, Schachner, & Hafner, LLC

**MAYOR'S DEPARTMENT**

1. Discussion and Vote: Approval of 2018 Entitlement Action Plan (CDBG)
2. Proclamation: SEDC 40<sup>th</sup> Anniversary
3. Proclamation: Bike to Work Day
4. Discussion and Vote: Authorization for the Mayor to Sign Memorandum of Agreement to the Fire Administrative Contract
5. Discussion and Vote: Authorization to Accept Resignation and Execute Settlement Agreement for Employee #2337

#### **ACCOUNTS DEPARTMENT**

1. Discussion and Vote: Authorization Settlement of Article 7 for Parcel ID: 167.-5-73
2. Discussion and Vote: Authorization to Accept Resignation and Execute Settlement Agreement for Employee #2505
3. Award of Bid: City Building Security Study to Secure Watch24, LLC
4. Award of Bid: Extension of Pipes, Fittings, Hydrants, and Valves to Ferguson Waterworks
5. Award of Bid: Extension to BPI Mechanical Services, Inc. for DPS Plumbing Services
6. Announcement: Grievance Class – May 8, 2018 at 5:30 PM
7. Announcement: Grievance Day – May 22, 2018

#### **FINANCE DEPARTMENT**

1. Discussion and Vote: Authorization for the Mayor to Sign Addendum to Audit Services Agreement with BST
2. Discussion and Vote: Resolution for Non-Union Full Time Personnel
3. Announcement: Mandatory City Hall Cyber Security Training
4. Discussion and Vote: Budget Amendment – Assignment Refund of Prior Year Taxes
5. Discussion and Vote: Budget Transfer – Contingency Increase
6. Discussion and Vote: Budget Transfer – Contingency
7. Discussion and Vote: Budget Transfers – Payroll
8. Announcement: June 5, 2018 City Council Meeting Attendance

#### **PUBLIC WORKS DEPARTMENT**

1. Discussion and Vote: Sick Bank Request
2. Discussion and Vote: Approval to Pay Invoice to Ferguson Waterworks
3. Discussion and Vote: Establish Title & Grade for Department of Public Works Purchasing Coordinator
4. Discussion and Vote: Accept Donation from Saratoga Springs Preservation Foundation
5. Announcement: Tree City USA Celebration on Arbor Day

#### **PUBLIC SAFETY DEPARTMENT**

1. Discussion and Vote: Authorize the Mayor to Sign a Contract to Receive Stop DWI Crackdown Funding from Saratoga County Stop DWI
2. Discussion and Vote: Establishment of a New Position
3. Discussion and Vote: Authorization for the Mayor to Sign Change Order #10 with Bonacio, Inc. for Work in the Police Dispatch Area

#### **SUPERVISORS**

Matt Veitch

1. Nothing at this time.

Tara Gaston

1. Nothing at this time.

#### **ADJOURN**



May 1, 2018

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

**PRESENT:** Meg Kelly, Mayor  
Michele Madigan, Commissioner of Finance  
John Franck, Commissioner of Accounts  
Anthony Scirocco, Commissioner of DPW  
Peter Martin, Commissioner of DPS

**STAFF PRESENT:** Lisa Shields, Deputy Mayor  
Mike Sharp, Deputy Commissioner, Finance  
Maire Masterson, Deputy Commissioner, Accounts  
Joe O'Neill, Deputy Commissioner, DPW  
John Daley, Deputy Commissioner, DPS

Vincent DeLeonardis

Matthew Veitch, Supervisor  
Tara Gaston, Supervisor

**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.

**CALL TO ORDER**

Mayor Kelly called the meeting to order at 7:01 p.m.

**PUBLIC COMMENT**

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

Mayor Kelly opened the public comment period at 7:02 p.m.

Sam Brewer of Saratoga Springs stated the intersection of Gilbert Road and Lake Avenue is a dangerous intersection and could use a circle. The Stewart's Corporation is in the process of re-sighting that store so we may be able to work with them through that process to work on that intersection.

Mayor Kelly closed the public comment period at 7:04 p.m.

## **PRESENTATION**

### 2017 Preliminary Financial Report

Commissioner Madigan stated this is the preliminary annual report as it is unaudited. The report will be posted on the City website. The report was filed with the State Comptroller's Office on April 27, 2018. An audit will begin May 21, 2018 and upon completion, she will release the audited figures. As of 12/31/17, there is a general fund balance of \$16.4 million dollar balance of which \$9.28 million is unrestricted and unassigned and \$7.1 million is restricted, assigned or non-spendable. The 2017 general fund had an operating surplus is \$917,000.

#### General Fund Revenues:

- Sales tax decreased from 2016 by 1% and did not meet the budget due to a prior period adjustment.
- Hotel room occupancy tax decreased by 1%.
- Utilities gross receipt tax increased from 2016 but did not meet the 2017 budget.
- Franchise Fees were flat for 2017.
- Ambulance fees increased in 2017 by \$32,000 – a 3% increase.
- Admission tax decreased 2% from 2016. We also saw a decline in 2016.
- VLT aid remained the same in 2017 as in the past 3 years.
- Mortgage tax receipts increased in 2017 – 15% higher than in 2016.

#### General Fund Expenses:

- Health insurance costs increased 15% in 2017 from 2016. This expense represents 17% of the entire general fund expense budget.
- Retirement costs decreased 11% for police and fire but increased for other employees by .2%.
- Utility expenses came in lower than budgeted.
- Overtime costs came in under budget for 2017 but increased 17% over 2016.
- Sick leave payments to employees who separated from the City almost doubled over 2016 due to the retirement of a large number of long term employees in 2016.
- Discount on taxes was \$45,000 higher than in 2016. More people took advantage of the discount.

#### Other Funds:

- The water fund reported an operating deficit, which was planned for and much better than expected.
- The sewer fund reported an operating surplus for the 8<sup>th</sup> consecutive year.

#### Other Items:

- There is \$39,605,000 available for future bonding.
- The net pension liability reported as of 12/31/17 was \$10,959,000.
- Total long term liabilities is \$138,412,000; an increase of 6% as a result of post employment benefits for health insurance.

(copy of presentation attached)

### Charter Review Commission Update

Vince DeLeonardis, city attorney and chair of the Charter Review Commission provided the following update of items discussed at the last Commission meeting:

- Title I & II - Title I will remain unchanged and Council salaries will be removed from Title II and done through local law.
- Terms of office and term limits were discussed.
- Role of supervisors and perhaps the mayor be one of the supervisors representing the City

- Civil Service Commission and how that will be handled in the future – have the County take this over; develop a personnel director; or leave as is.
- Minimum qualifications for deputies.

Vince stated they want the public involved and there is a place on the website for people to comment. The public can also attend the meetings where they have public comment at the beginning and end of the meeting. May 30<sup>th</sup> at 6 p.m. in the City Council Room will be the date and time of the first public forum.

## **CONSENT AGENDA**

**Mayor Kelly moved and Commissioner Martin seconded to accept the consent agenda as follows:**

1. Approval of 4/16/18 Pre-Agenda Meeting Minutes
2. Approval of 4/17/18 City Council Meeting Minutes
3. Approve Budget Amendments – Regular (Increases)
4. Approve Budget Transfers - Regular
5. Approve Payroll 4/20/18 \$494,347.00
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14. Approval to Pay Invoice for Miller, Mannix, Schachner, & Hafner, LLC

**Ayes – All**

## **MAYOR'S DEPARTMENT**

Discussion and Vote: Approval of 2018 Entitlement Action Plan (CDBG) (18-135)

**Mayor Kelly moved and Commissioner Madigan seconded to approve the 2018 Entitlement Action Plan as attached to this agenda.**

**Ayes - All**

Proclamation: SEDC 40<sup>th</sup> Anniversary

Mayor Kelly read the following proclamation into the record:

### **A PROCLAMATION OF THE CITY OF SARATOGA SPRINGS, NEW YORK**

**WHEREAS**, four decades have passed since a group of Saratoga County residents joined together to promote the benefits of our county to national and international industries and businesses that were looking for a good place to locate, and to provide resources to existing county businesses; and

**WHEREAS**, after creating more than 18,000 jobs and generating over 16.5 billion dollars in capital investment, today the Saratoga Economic Development Corporation enjoys its well deserved reputation as one of our region's most successful business organizations, and a major contributor to our economy and our quality of life. SEDC does its work entirely with private sector funding. Every day they work to demonstrate the importance of business people helping other business people, and to support the many contributions of local business to our community.



**NOW THEREFORE, I, MEG KELLY**, Mayor of the City of Saratoga Springs, hereby join with all my fellow Saratogians to extend our congratulations to the members, directors, governors and staff of SEDC on their 40<sup>th</sup> anniversary of service, and to extend to them our very best wishes for continues success.

Proclamation: Bike to Work Day

Mayor Kelly read the following proclamation into the record:

A PROCLAMATION OF THE CITY OF SARATOGA SPRINGS, NEW YORK

**WHEREAS**, Bike to Work Day, an annual event designed to focus on the many advantages of cycling and its positive effects on individual health and on our community, has been an enjoyable activity for many citizens. It began only a few years ago, but its continued popularity has brought attention to the healthful effects of cycling and other forms of exercise; and

**WHEREAS**, this year's Saratoga Bike to Work Day Challenge, organized in conjunction with the Capital District Transportation Committee's Bike to Work Month will take place May 18 and is expected to attract many cyclists of all ages. Many thanks goes to Bikeatoga for hosting a free breakfast (6:30 AM – 9:00 AM) at The Saratoga Arts Center on Broadway for all those who cycle to Work/School on that day.

**NOW THEREFORE, I, MEG KELLY**, Mayor of the City of Saratoga Springs, hereby am pleased to proclaim May 18, 2018 as **BIKE TO WORK DAY**.

Discussion and Vote: Authorization for the Mayor to Sign Memorandum of Agreement to the Fire Administrative Contract (18-136)

Mayor Kelly explained this is a correction to a minor typo.

**Mayor Kelly moved and Commissioner Martin seconded to authorize the mayor to sign memorandum of agreement to the Fire Administrative contract as previously distributed to the Council.**

**Ayes - All**

Discussion and Vote: Authorization to Accept Resignation and Execute Settlement Agreement for Employee #2337 (18-137)

**Mayor Kelly moved and Commissioner Madigan seconded to accept the resignation and execute the settlement for agreement for employee #2337.**

**Ayes – All**

**ACCOUNTS DEPARTMENT**

Discussion and Vote: Authorization Settlement of Article 7 for Parcel ID: 167.-5-73 (18-138)

Commissioner Franck advised this item is a result of the executive session held yesterday.

**Commissioner Franck moved and Commissioner Madigan seconded for the City Council to settle an Article 7 case for parcel ID: 167.-5-73 for the year 2017 as follows:**

Parcel #	Original Assessment	Negotiated Assessed Value	Reduction Amount	Refund Amt for 2018
167.-5-73	\$3,645,000	\$2,887,500	\$757,500	\$0

**The Article 7 was filed in 2017 and will only require a tax bill adjustment for the remainder of the year.**

**Ayes - All**

Discussion and Vote: Authorization to Accept Resignation and Execute Settlement Agreement for Employee #2505 (18-139)

Commissioner Franck advised this item is a result of the executive session held yesterday.

**Commissioner Franck moved and Commissioner Martin seconded to accept the resignation and execute a settlement agreement for employee #2505.**

**Ayes - All**

Award of Bid: City Building Security Study to Secure Watch24, LLC (18-140)

**Commissioner Franck moved and Commissioner Scirocco seconded to award the bid for City Building Security Study to Secure Watch24, LLC in the amount not to exceed \$10,440.00. Secure Watch24 was the lowest bidder. Funding is in line: H3031492 / 52000 / 1141.**

**Ayes - All**

Award of Bid: Extension of Pipes, Fittings, Hydrants, and Valves to Ferguson Waterworks (18-141)

**Commissioner Franck moved and Commissioner Scirocco seconded to extend the bid for Pipes, Fittings, Hydrants, and Valves to Ferguson Waterworks for an additional year under the same terms, conditions, and prices of the original bid not to exceed the amount allotted in line F3638354 / 54180.**

**Ayes - All**

Award of Bid: Extension to BPI Mechanical Services, Inc. for DPS Plumbing Services (18-142)

**Commissioner Franck moved and Commissioner Martin seconded to extend the bid for DPS Plumbing Services to BPI Mechanical Services, Inc. for an additional year under the same terms, conditions, and prices of the original bid not to exceed the amounts from the following lines: A3143014 / 54720 for \$500.00; A3143124 / 54160 for \$500.00; A3143314 / 54610 for \$200.00; and A3143414 / 54610 for \$500.00.**

**Ayes - All**

Announcement: Grievance Class – May 8, 2018 at 5:30 PM

Commissioner Franck announced they will be holding a grievance class this year next Tuesday, May 8<sup>th</sup> at 5:30 p.m. in the City Council room. Residents are invited to attend to learn how to correctly fill out the application to grieve their assessments and understand the process.

Announcement: Grievance Day – May 22, 2018

Commissioner Franck announced Grievance Day is always the 4<sup>th</sup> Tuesday in May. This year the date is May 22nd. There are 3 sessions in which grievances are heard – 9:00 a.m. – noon; 1:00 p.m. – 4:00 p.m.; and 7:00 p.m. – 9:00 p.m. in the City Council Room. If there are any questions, please contact the Assessment Office.

## **FINANCE DEPARTMENT**

Discussion and Vote: Authorization for the Mayor to Sign Addendum to Audit Services Agreement with BST (18-143)

Commissioner Madigan advised the Finance Department was tasked earlier this year with an internal audit project which put a strain on the department's resources. In order to stay on schedule she requested the auditors put in a proposal for additional help to the Finance Department. The proposal is for an amount not to exceed \$5,000.

**Commissioner Madigan moved and Commissioner Martin seconded to approve and authorize the mayor to sign addendum to audit services agreement with BST as previously distributed with the agenda.**

**Ayes – All**

Discussion and Vote: Resolution for Non-Union Full Time Personnel (18-144)

Commissioner Madigan advised the resolution includes an increase in salary for the human resource administrator base pay to \$115,000 as of May 5, 2018. This was done to ensure the City continues to receive the stellar human resources services they have become accustomed to since Miriam Dixon joined the City last year.

The resolution is as follows:

**RESOLUTION FOR NON-UNION FULL TIME EMPLOYEES  
Amended May 1, 2018**

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	Deputy Commissioner of Public Works
Executive Assistant to the Mayor	Deputy Commissioner of Accounts
Executive Assistant to the Commissioner of Public Works	Deputy Commissioner of Finance
Executive Assistant to the Commissioner of Public Safety	Deputy Commissioner of Public Safety
Human Resources Administrator	Deputy Mayor
Director of Risk and Safety	Civil Service Clerk
	Civil Service Coordinator
	City Attorney

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 to the Mayor, the Executive Assistant to the Commissioner of Public Works, the Executive Assistant to the Commissioner of Public Safety, Deputy Commissioner of Public Works, Deputy Commissioner of Accounts, Deputy Commissioner of Finance, Deputy Commissioner of Public Safety, Deputy Mayor, and the Human Resources Administrator.

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, November 15, 2016, February 21, 2017, March 20, 2018 and May 1, 2018.
- B. Effective January 1, 2018, the title of Secretary for the Civil Service Commission shall be changed to Civil Service Coordinator and shall have a total annual base salary of Fifty Thousand Dollars (\$50,000.00). The total compensation for the Civil Service Coordinator will remain at Fifty Thousand Dollars (\$50,000.00) for 2018 and resume any increases in 2019 according to the current CSEA City Hall Bargaining Unit contract.
- C. Effective May 5, 2018, the Human Resources Administrator's base salary shall be One Hundred Fifteen Thousand dollars (\$115,000.00). The Human Resources Administrator will not be eligible for a 2019 salary increase as outlined in the current CSEA City Hall Bargaining Unit contract but such increase shall resume on January 1, 2020.
- D. Effective January 1, 2018, the Civil Service Clerk shall be a non-exempt position and have a total annual base salary of Thirty Five Thousand Dollars (\$35,000.00).

- E. The EMPLOYEES shall not be entitled to overtime compensation, except the Civil Service Clerk and as may be required by federal law.
- F. Effective January 1, 2018, the EMPLOYEES standard workweek shall be 40 hours per week,
- G. 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 Forty Seven Thousand Five Hundred Four Dollars (\$47,504.00).
- H. The addition of the City Attorney to this Resolution shall supersede all prior resolutions, contracts, and Council actions affecting terms, compensation, and benefits for the City Attorney including the November 15, 2016 Resolution previously approved by City Council. The annual base salary for the City Attorney shall be One Hundred Thirty Five Thousand Dollars (\$135,000.00) to take effect on April 9, 2018.

I. The EMPLOYEES shall enjoy and be entitled to the following benefits:

1. **Vacation:** An EMPLOYEE shall earn annual vacation as follows: ten (10) working days during their first year of service, and during each of the next four (4) years of service; fifteen (15) working days upon completion of five (5) years of service; twenty (20) working days upon completion of ten (10) years of service; twenty five (25) working days upon completion of fifteen (15) years of service and thirty (30) working days upon completion of twenty (20) years of service. For each EMPLOYEE hired after January 1, 2006, a proration of the ten (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 one hundred fifty (150) days in any given twelve (12) month period. EMPLOYEE shall use sick leave in no less than one (1) hour increments. Each EMPLOYEE hired after January 1st shall be granted a proration of the twelve (12) days allotted during the first year of service.

If an EMPLOYEE is absent because of illness or disability for more than three (3) 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 twelve (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 two hundred (200) days (cash payment of fifty (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 forty (40) hours per week shall be granted six (6) personal days per year. Each personal day may be taken at either a full day, one half (1/2) day, or at a minimum of two (2) hour increments at a time. Such leave shall be requested in writing at least twenty-four (24) hours in advance of the requested time.

The six (6) personal days shall be granted for the year on January 1st. Each EMPLOYEE hired after January 1st shall be granted a proration of the six (6) days allotted, however, if the EMPLOYEE does not complete the entire year, the pro-rated equivalent 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 twelve (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 ten percent (10%) of the total cost of his or her health insurance plan not to exceed Seven Hundred Fifty Dollars (\$750.00) 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 nineteen (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 (20) 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.

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 Twenty Two Hundred Dollars (\$2,200.00)

for single coverage, Twenty Five Hundred Dollars (\$2,500.00) for two (2) person coverage or Three Thousand Dollars (\$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 15th 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 Twenty Two Hundred Dollars (\$2,200.00) for single coverage, Twenty Five Hundred Dollars (\$2,500.00) for two (2) person coverage, or Three Thousand Dollars (\$3,000.00) for family coverage, payment but shall not be permitted to again opt-out of the insurance program during the calendar year.

8. **Vision:** The City agrees to pay one hundred percent (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 Five Thousand Dollars (\$5,000.00) while they are employed by the City of Saratoga Springs.
11. **Dental:** The City agrees to provide dental plan(s), within ninety (90) days of the passage of this Resolution, which EMPLOYEEs may participate in, at the sole expense of the EMPLOYEE.
12. 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.
13. Each EMPLOYEE shall receive longevity payments as follows:  
After five (5) years of service Two Hundred Fifty Dollars (\$250.00);  
After ten (10) years of service Five Hundred Dollars (\$500.00);  
After fifteen (15) years of service Fifteen Hundred and Fifty Dollars (\$1,550.00);  
After nineteen (19) years of service Eighteen Hundred Dollars (\$1,800.00);  
Each five (5) years thereafter additional Two Hundred Fifty Dollars (\$250.00).  
  
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.
- J. Effective January 1, 2018, and for every year thereafter effective on the first of the year, all EMPLOYEEs covered by this resolution and who have been employed with the City for the past six (6) consecutive months without interruption 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.
- K. 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 Franck seconded to approve the resolution for non-union full time personnel as distributed with the agenda.**

**Ayes - All**

Announcement: Mandatory City Hall Cyber Security Training

Commissioner Madigan announced the City has been victim to cyber attacks. All employees are required to take an online training program.

Discussion and Vote: Budget Amendment – Assignment Refund of Prior Year Taxes (18-145)

Commissioner Madigan advised this amendment was previously approved on 11/6/17 for an Article 7 case. The order from the judge was not sent to the City until March 2018; therefore, it was not encumbered under the 2017 budget. This needs to be approved again to establish a budget in 2018 to pay the amount due. The amount remaining in the assignment will be \$146,000.

**Commissioner Madigan moved and Commissioner Franck seconded to approve the budget amendment – assignment refund of prior year taxes as previously distributed with the agenda.**

**Ayes - All**

Discussion and Vote: Budget Transfer – Contingency Increase (18-146)

This transfer is to move funds from the Civil Service budget to the contingency budget. There is currently \$164,588 in contingency; after approval of this motion there will be \$220,886 in contingency.

**Commissioner Madigan moved and Commissioner Scirocco seconded to approve budget transfer – contingency increase as previously distributed with the agenda.**

**Ayes - All**

Discussion and Vote: Budget Transfer – Contingency (18-147)

This transfer will cover the increase in salary for the human resource administrator and the restructuring of the Building Department which include the promotion of 2 employees and a new hire. There is currently \$220,886 in contingency; after approval of this motion there will remain \$167,042 will remain after this approval.

**Commissioner Madigan moved and Mayor Kelly seconded for approval of the budget transfers – contingency as previously distributed with the agenda.**

Mayor Kelly added that Miriam Dixon has been working with every department and brings years of human resources administrative history with her. She is improving efficiencies throughout the building.

Commissioner Madigan stated there isn't a department here that wouldn't agree with the mayor regarding Miriam Dixon. She hasn't been here a year yet and has added tremendous value. It is important to maintain her employment here.

**Ayes – All**

Discussion and Vote: Budget Transfers – Payroll (18-148)

**Commissioner Madigan moved and Commissioner Franck seconded to approve budget transfers – payroll as previously distributed with the agenda.**

**Ayes - All**

Announcement: June 5, 2018 City Council Meeting Attendance

Commissioner Madigan announced she will not be in attendance at the June 5<sup>th</sup> City Council meeting.

## **PUBLIC WORKS DEPARTMENT**

Discussion and Vote: Sick Bank Request (18-149)

**Commissioner Scirocco moved and Commissioner Franck seconded to request 25 days from the sick bank for an employee. This has been approved by DPW CSEA union.**

**Ayes - All**

Discussion and Vote: Approval to Pay Invoice to Ferguson Waterworks (18-150)

Commissioner Scirocco advised materials were purchased prior to a purchase order was in place.

**Commissioner Scirocco moved and Commissioner Martin seconded to approve payment of invoice to Ferguson Waterworks for fire hydrants and parts in the amount of \$35,267.25.**

**Ayes – All**

Discussion and Vote: Establish Title & Grade for Department of Public Works Purchasing Coordinator (18-151)

Commissioner Scirocco stated upon the retirement of a long time employee, the Department of Public Works took a look at their needs. They found a position missing – purchasing coordinator. He proposed this position be a grade 13 at \$52,198 per year and be subject to a Civil Services exam. The union and Civil Service have approved this position.

**Commissioner Scirocco moved and Commissioner Franck seconded to approve establishing the title of DPW Purchasing Coordinator at a salary grade of 13.**

**Ayes - All**

Discussion and Vote: Accept Donation from Saratoga Springs Preservation Foundation (18-152)

Commissioner Scirocco stated the last detail that required completion at the Spirit of Life was the lighting of the memorial at night.

**Commissioner Scirocco moved and Commissioner Madigan seconded to accept a donation of \$500 from the Saratoga Springs Preservation Foundation for the lighting of the Spirit of Life in Congress Park.**

**Ayes - All**

Announcement: Tree City USA Celebration on Arbor Day

Commissioner Scirocco thanked all who participated in the Arbor Day celebration. They plan to do some form of celebration each year for Tree City USA on Arbor Day.

## **PUBLIC SAFETY DEPARTMENT**

Discussion and Vote: Authorize the Mayor to Sign a Contract to Receive Stop DWI Crackdown Funding from Saratoga County Stop DWI (18-153)

Commissioner Martin stated this agreement will raise the amount of the funding from \$34,200 to \$41,000.

**Commissioner Martin moved and Commissioner Franck seconded the mayor be authorized to sign a contract with the Saratoga County Stop DWI for DWI Crackdown Funding.**

**Ayes - All**



Discussion and Vote: Establishment of a New Position (18-154)

Commissioner Martin stated this position was previously titled traffic control technician and will now be called traffic maintenance manager. Additional duties will be added to this position. This is an update to the job description to reflect what the position really does.

**Commissioner Martin moved and Commissioner Franck seconded to authorize the new job description for traffic control technician as distributed with the agenda.**

**Ayes - All**

Discussion and Vote: Authorization for the Mayor to Sign Change Order #10 with Bonacio, Inc. for Work in the Police Dispatch Area (18-155)

**Commissioner Martin moved and Commissioner Franck seconded that the mayor be authorize to sign change order #10 with Bonacio, Inc. in the value of \$32,603.30 for painting work in the areas affected by the upgrades to the police dispatch area.**

**Ayes – All**

Commissioner Martin stated he needs to amend his agenda to add 2 items dealing with the plumbing contract that was put in the consent agenda.

**Commissioner Martin moved and Commission Franck seconded to amend his agenda with respect to those items. (18-156)**

**Ayes - All**

**Commissioner Martin moved and Commissioner Franck seconded to remove item #11 from the Consent Agenda. (18-157)**

**Ayes - All**

**Commissioner Martin moved and Commissioner Madigan seconded to authorize the mayor to sign a contract with BPI Mechanical Services, Inc. for plumbing, maintenance, and other related services as uploaded with the agenda. (18-157)**

**Ayes – All**

**SUPERVISORS**

**Matt Veitch**

Nothing at this time.

**Tara Gaston**

Nothing at this time.

**ADJOURNMENT**

There being no further business, Mayor Kelly adjourned the meeting at 8:06 p.m.

Respectfully submitted,

Lisa Ribis  
Clerk

Approved:  
Vote:

DRAFT

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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				LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2018	05	146	05/15/2018	051518	051518BARG BUA	051518BARG	1	2		
1	A041	42103			MAYOR DEPARTMENTAL INCOME	BUILDING INSPECTION SERVICES	-35,020.00	-8,250.00	-43,270.00	
	A	-04-1-0000-0-42103	-			INTRADA SARATOGA 247 WASHINGTO	05/15/2018			
2	A3113624	54725			BUILDING DEPARTMENT CONTRACTED SERVICE	CONTRACTS ENGINEERING	43,860.00	8,250.00	52,110.00	
	A	-31-1-3620-4-54725	-			INTRADA SARATOGA 247 WASHINGTO	05/15/2018			
3	A041	42102			MAYOR DEPARTMENTAL INCOME	SITE PLAN ENGINEER REVIEW FEES	-16,000.00	-15,000.00	-31,000.00	
	A	-04-1-0000-0-42102	-			ESTABLISH BUDGET FOR YEAR	05/15/2018			
4	A3031444	54725			CITY ENGINEER'S OFFICE CS	SERVICE CONTRACTS ENGINEERING	44,453.81	15,000.00	59,453.81	
	A	-30-3-1440-4-54725	-			ESTABLISH BUDGET FOR YEAR	05/15/2018			
5	A102	42705			FINANCE MISC LOCAL SOURCES	GIFTS AND DONATIONS	.00	-500.00	-500.00	
	A	-10-2-0000-0-42705	-			SPIRIT OF LIFE DONATION	05/15/2018			
6	A3537114	54180			PARK & CASINO CS	OTHER SUPPLIES	12,000.00	500.00	12,500.00	
	A	-35-3-7110-4-54180	-			SPIRIT OF LIFE DONATION	05/15/2018			
7	A053	42230			DPW INTERGOVERNMENTAL CHARGES	GAS REIMBURSEMENT	-81.69	-130.36	-212.05	
	A	-05-3-0000-0-42230	-			PUBLIC HEALTH NIRSING GAS REIM	05/15/2018			
8	A3335014	54520			STREETS CS	GAS & OIL	90,081.69	130.36	90,212.05	
	A	-33-3-5010-4-54520	-			PUBLIC HEALTH NIRSING GAS REIM	05/15/2018			
9	A103	42701			MISCELLANEOUS LOCAL SOURCES	REFUND CURRENT YEAR EXPENSE	-145.75	-2,614.21	-2,759.96	
	A	-10-3-0000-0-42701	-			OVERPAYMENT HOME DEPOT	05/15/2018			
10	A3335014	54180			STREETS CS	OTHER SUPPLIES	50,901.75	2,614.21	53,515.96	
	A	-33-3-5010-4-54180	-			OVERPAYMENT HOME DEPOT	05/15/2018			
11	A103	42726			MISCELLANEOUS LOCAL SOURCES	REIMBURSEMENT LABOR EXPENSE	-2,476.00	-60.00	-2,536.00	
	A	-10-3-0000-0-42726	-			SAVOY MAY 2018	05/15/2018			
12	A3031621	51964			CITY HALL PS	SPECIAL EVENTS	2,493.82	60.00	2,553.82	
	A	-30-3-1620-1-51964	-			SAVOY MAY 2018	05/15/2018			
13	A113	43501			DPW STATE AID	STATE AID CHIPS PROGRAM	-400,000.00	-359,971.60	-759,971.60	
	A	-11-3-0000-0-43501	-			CHIPS PAVE NY EWR STATE AID	05/15/2018			
14	A3335134	54100			CHIPS CS	RUBBLE BLACKTOP STONE OIL	272,981.49	274,971.60	547,953.09	
	A	-33-3-5112-4-54100	-			CHIPS PAVE NY EWR STATE AID	05/15/2018			
15	A3335134	54180			CHIPS CS	OTHER SUPPLIES	5,000.00	25,000.00	30,000.00	
	A	-33-3-5112-4-54180	-			CHIPS PAVE NY EWR STATE AID	05/15/2018			

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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		EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL		EFF-DATE	REF 1 REF 2	SRC JNL-DESC	ENTITY AMEND				
2018 05		146 05/15/2018	051518 051518BARG BUA	051518BARG	1 2				
16 A	A3335134 54530		- CHIPS CS	EQUIPMENT & VEHICLE RENTAL			70,282.63	60,000.00	130,282.63
	-33-3-5112-4-54530 -			CHIPS PAVE NY EWR STATE AID			05/15/2018		
17 A	A103 42701		MISCELLANEOUS LOCAL SOURCES	REFUND CURRENT YEAR EXPENSE			-145.75	-4,600.75	-4,746.50
	-10-3-0000-0-42701 -			OVERPAYMENT CONSTELLATION			05/15/2018		
18 A	A3031654 54650		CITY GARAGE CS	UTILITIES			33,000.00	42.65	33,042.65
	-30-3-1623-4-54650 -			OVERPAYMENT CONSTELLATION			05/15/2018		
19 A	A3335184 54750		STREET LIGHTING CS	STREET LIGHTING			482,937.50	1,625.85	484,563.35
	-33-3-5182-4-54750 -			OVERPAYMENT CONSTELLATION			05/15/2018		
20 A	A3335654 54650		OFF STREET PARKING CS	UTILITIES			12,571.47	2.91	12,574.38
	-33-3-5650-4-54650 -			OVERPAYMENT CONSTELLATION			05/15/2018		
21 A	A3567144 54650	3000	RECREATION EXPENSES CS	UTILITIES			15,142.77	2.69	15,145.46
	-35-6-7140-4-54650 -3000			OVERPAYMENT CONSTELLATION			05/15/2018		
22 A	A3567194 54650	3000	WEIBEL ICE RINK CS	UTILITIES			123,371.17	2,096.76	125,467.93
	-35-6-7181-4-54650 -3000			OVERPAYMENT CONSTELLATION			05/15/2018		
23 A	A3638194 54650		COMPOST FACILITY CS	UTILITIES			3,000.00	28.20	3,028.20
	-36-3-8185-4-54650 -			OVERPAYMENT CONSTELLATION			05/15/2018		
24 A	A3335184 54750		STREET LIGHTING CS	STREET LIGHTING			482,937.50	801.69	483,739.19
	-33-3-5182-4-54750 -			OVERPAYMENT CONSTELLATION			05/15/2018		
25 F	F103 42701		MISCELLANEOUS LOCAL SOURCES	REFUND CURRENT YEAR EXPENSE			.00	-3,717.50	-3,717.50
	-10-3-0000-0-42701 -			OVERPAYMENT CONSTELLATION			05/15/2018		
26 F	F3638334 54650		WATER TREATMNET PLANT CS	UTILITIES			400,000.00	3,717.50	403,717.50
	-36-3-8330-4-54650 -			OVERPAYMENT CONSTELLATION			05/15/2018		
27 G	G103 42701		MISCELLANEOUS LOCAL SOURCES	REFUND CURRENT YEAR EXPENSE			.00	-255.38	-255.38
	-10-3-0000-0-42701 -			OVERPAYMENT CONSTELLATION			05/15/2018		
28 G	G3638124 54650		SEWER PUMPING CS	UTILITIES			50,000.00	255.38	50,255.38
	-36-3-8120-4-54650 -			OVERPAYMENT CONSTELLATION			05/15/2018		
29 E	E037 41113		NON PROPERTY TAX ITEMS	HOTEL OCCUPANCY TAX			-616,556.00	-10,000.00	-626,556.00
	-03-7-0000-0-41113 -			PURCHASE PARKING KIOSK			05/15/2018		
30 E	E3577184 54723		CITY CENTER EXPANSION CS	SERV CONT CONSTRUCTION			34,331.04	10,000.00	44,331.04
	-35-7-7182-4-54723 -			PURCHASE PARKING KIOSK			05/15/2018		
				** 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
2018 5	146								
BUA A041-42103	05/15/2018	051518BARG	051518	051518BARG		BUILDING INSPECTION SERVICES	5		8,250.00
BUA A3113624-54725	05/15/2018	051518BARG	051518	051518BARG		INTRADA SARATOGA 247 WASHINGTO	5	8,250.00	
BUA A041-42102	05/15/2018	051518BARG	051518	051518BARG		SERVICE CONTRACTS ENGINEERING	5		15,000.00
BUA A3031444-54725	05/15/2018	051518BARG	051518	051518BARG		INTRADA SARATOGA 247 WASHINGTO	5	15,000.00	
BUA A102-42705	05/15/2018	051518BARG	051518	051518BARG		SITE PLAN ENGINEER REVIEW FEES	5		500.00
BUA A3031444-54725	05/15/2018	051518BARG	051518	051518BARG		ESTABLISH BUDGET FOR YEAR	5		
BUA A102-42705	05/15/2018	051518BARG	051518	051518BARG		SERVICE CONTRACTS ENGINEERING	5	500.00	
BUA A3537114-54180	05/15/2018	051518BARG	051518	051518BARG		ESTABLISH BUDGET FOR YEAR	5		
BUA A053-42230	05/15/2018	051518BARG	051518	051518BARG		GIFTS AND DONATIONS	5		130.36
BUA A3335014-54520	05/15/2018	051518BARG	051518	051518BARG		SPIRIT OF LIFE DONATION	5	130.36	
BUA A103-42701	05/15/2018	051518BARG	051518	051518BARG		OTHER SUPPLIES	5		2,614.21
BUA A3335014-54180	05/15/2018	051518BARG	051518	051518BARG		SPIRIT OF LIFE DONATION	5	2,614.21	
BUA A103-42726	05/15/2018	051518BARG	051518	051518BARG		GAS REIMBURSEMENT	5		60.00
BUA A3031621-51964	05/15/2018	051518BARG	051518	051518BARG		PUBLIC HEALTH NIRSING GAS REIM	5		
BUA A113-43501	05/15/2018	051518BARG	051518	051518BARG		GAS & OIL	5	60.00	
BUA A3335134-54100	05/15/2018	051518BARG	051518	051518BARG		PUBLIC HEALTH NIRSING GAS REIM	5		359,971.60
BUA A3335134-54180	05/15/2018	051518BARG	051518	051518BARG		REFUND CURRENT YEAR EXPENSE	5	274,971.60	
BUA A3335134-54530	05/15/2018	051518BARG	051518	051518BARG		OVERPAYMENT HOME DEPOT	5	25,000.00	
BUA A103-42701	05/15/2018	051518BARG	051518	051518BARG		OTHER SUPPLIES	5	60,000.00	
BUA A3031654-54650	05/15/2018	051518BARG	051518	051518BARG		CHIPS PAVE NY EWR STATE AID	5		4,600.75
BUA A3335184-54750	05/15/2018	051518BARG	051518	051518BARG		REIMBURSEMENT LABOR EXPENSE	5		
BUA A3335654-54650	05/15/2018	051518BARG	051518	051518BARG		SAVOY MAY 2018	5	42.65	
BUA A3567144-54650-3000	05/15/2018	051518BARG	051518	051518BARG		SPECIAL EVENTS	5	1,625.85	
BUA A3567194-54650-3000	05/15/2018	051518BARG	051518	051518BARG		SAVOY MAY 2018	5	2.91	
BUA A3638194-54650	05/15/2018	051518BARG	051518	051518BARG		STATE AID CHIPS PROGRAM	5	2.69	
BUA A3335184-54750	05/15/2018	051518BARG	051518	051518BARG		CHIPS PAVE NY EWR STATE AID	5	2,096.76	
	05/15/2018	051518BARG	051518	051518BARG		EQUIPMENT & VEHICLE RENTAL	5	28.20	
	05/15/2018	051518BARG	051518	051518BARG		CHIPS PAVE NY EWR STATE AID	5	801.69	
	05/15/2018	051518BARG	051518	051518BARG		REFUND CURRENT YEAR EXPENSE	5		
	05/15/2018	051518BARG	051518	051518BARG		OVERPAYMENT CONSTELLATION	5		
	05/15/2018	051518BARG	051518	051518BARG		UTILITIES	5		
	05/15/2018	051518BARG	051518	051518BARG		OVERPAYMENT CONSTELLATION	5		
	05/15/2018	051518BARG	051518	051518BARG		STREET LIGHTING	5		
	05/15/2018	051518BARG	051518	051518BARG		OVERPAYMENT CONSTELLATION	5		
	05/15/2018	051518BARG	051518	051518BARG		UTILITIES	5		
	05/15/2018	051518BARG	051518	051518BARG		OVERPAYMENT CONSTELLATION	5		
	05/15/2018	051518BARG	051518	051518BARG		UTILITIES	5		
	05/15/2018	051518BARG	051518	051518BARG		OVERPAYMENT CONSTELLATION	5		
	05/15/2018	051518BARG	051518	051518BARG		UTILITIES	5		
	05/15/2018	051518BARG	051518	051518BARG		OVERPAYMENT CONSTELLATION	5		
	05/15/2018	051518BARG	051518	051518BARG		STREET LIGHTING	5		

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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
BUA F103-42701	05/15/2018	051518BARG	051518	051518BARG		T OVERPAYMENT CONSTELLATION			
BUA F3638334-54650	05/15/2018	051518BARG	051518	051518BARG		T REFUND CURRENT YEAR EXPENSE	5		3,717.50
BUA G103-42701	05/15/2018	051518BARG	051518	051518BARG		T OVERPAYMENT CONSTELLATION			
BUA G3638124-54650	05/15/2018	051518BARG	051518	051518BARG		T UTILITIES	5	3,717.50	
BUA E037-41113	05/15/2018	051518BARG	051518	051518BARG		T OVERPAYMENT CONSTELLATION			
BUA E3577184-54723	05/15/2018	051518BARG	051518	051518BARG		T REFUND CURRENT YEAR EXPENSE	5		255.38
	05/15/2018	051518BARG	051518	051518BARG		T OVERPAYMENT CONSTELLATION			
	05/15/2018	051518BARG	051518	051518BARG		T UTILITIES	5	255.38	
	05/15/2018	051518BARG	051518	051518BARG		T OVERPAYMENT CONSTELLATION			
	05/15/2018	051518BARG	051518	051518BARG		T HOTEL OCCUPANCY TAX	5		10,000.00
	05/15/2018	051518BARG	051518	051518BARG		T PURCHASE PARKING KIOSK			
	05/15/2018	051518BARG	051518	051518BARG		T SERV CONT CONSTRUCTION	5	10,000.00	
	05/15/2018	051518BARG	051518	051518BARG		T PURCHASE PARKING KIOSK			
								.00	.00
BUA A-2960						APPROPRIATIONS			391,126.92
BUA E-2960						APPROPRIATIONS			10,000.00
BUA F-2960						APPROPRIATIONS			3,717.50
BUA G-2960						APPROPRIATIONS			255.38
BUA A-1510						ESTIMATED REVENUES		391,126.92	
BUA E-1510						ESTIMATED REVENUES		10,000.00	
BUA F-1510						ESTIMATED REVENUES		3,717.50	
BUA G-1510						ESTIMATED REVENUES		255.38	
						SYSTEM GENERATED ENTRIES TOTAL		405,099.80	405,099.80
						JOURNAL 2018/05/146 TOTAL		405,099.80	405,099.80

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FUND	ACCOUNT	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND A-1510 A-2960	2018	5	146	05/15/2018		ESTIMATED REVENUES APPROPRIATIONS	391,126.92	391,126.92
							FUND TOTAL	391,126.92	391,126.92
E	CITY CENTER AUTHORITY E-1510 E-2960	2018	5	146	05/15/2018		ESTIMATED REVENUES APPROPRIATIONS	10,000.00	10,000.00
							FUND TOTAL	10,000.00	10,000.00
F	WATER FUND F-1510 F-2960	2018	5	146	05/15/2018		ESTIMATED REVENUES APPROPRIATIONS	3,717.50	3,717.50
							FUND TOTAL	3,717.50	3,717.50
G	SEWER FUND G-1510 G-2960	2018	5	146	05/15/2018		ESTIMATED REVENUES APPROPRIATIONS	255.38	255.38
							FUND TOTAL	255.38	255.38

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YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND					
2018	05	167	05/15/2018	051518	051518BTRG BUA 051518BTRG	1	1					
1	A3618684	54110	8040	PLANNING AND ECON DEVELOP	CS OFFICE SUPPLIES			150.00	48.50	198.50		
	A	-36-1-8687-4-54110	-8040		COVER DEFICIT			05/15/2018				
2	A3618684	54120		PLANNING AND ECON DEVELOP	CS POSTAGE			.00	100.00	100.00		
	A	-36-1-8687-4-54120	-		COVER DEFICIT			05/15/2018				
3	A3618684	54110		PLANNING AND ECON DEVELOP	CS OFFICE SUPPLIES			1,500.00	-148.50	1,351.50		
	A	-36-1-8687-4-54110	-		COVER DEFICIT			05/15/2018				
4	A3638194	54600		COMPOST FACILITY CS	ADVERTISING			800.00	2,000.00	2,800.00		
	A	-36-3-8185-4-54600	-		ADVERTISE COMPOST SALES			05/15/2018				
5	A3638194	54520		COMPOST FACILITY CS	GAS & OIL			11,500.00	-2,000.00	9,500.00		
	A	-36-3-8185-4-54520	-		ADVERTISE COMPOST SALES			05/15/2018				
6	A3638194	54510		COMPOST FACILITY CS	REPAIRS & MAINTENANCE VEHICLE			5,000.00	12,000.00	17,000.00		
	A	-36-3-8185-4-54510	-		REPAIR HORIZONTAL GRINDER			05/15/2018				
7	A3335014	54510		STREETS CS	REPAIRS & MAINTENANCE VEHICLE			179,960.00	-12,000.00	167,960.00		
	A	-33-3-5010-4-54510	-		REPAIR HORIZONTAL GRINDER			05/15/2018				
8	F3638344	54330		METERS CS	REPAIRS & MAINTENANCE EQUIPMEN			.00	500.00	500.00		
	F	-36-3-8340-4-54330	-		REPAIR AUTO GUN			05/15/2018				
9	F3638342	52201		METERS EQ CAP OUTLAY	METERS			125,000.00	-500.00	124,500.00		
	F	-36-3-8340-2-52201	-		REPAIR AUTO GUN			05/15/2018				
10	E3577164	54760		CITY CENTER AUTHORITY CS	LEGAL			1,200.00	2,000.00	3,200.00		
	E	-35-7-7160-4-54760	-		ADDITONAL LEGAL EXPENSES			05/15/2018				
11	E3577162	52400		CITY CENTER AUTHORITY EQ CAP VEHICLES				40,000.00	-2,000.00	38,000.00		
	E	-35-7-7160-2-52400	-		ADDITONAL LEGAL EXPENSES			05/15/2018				
12	A3011214	54250		MAYOR CONTRACTED SERVICES	CONFERENCE REGISTRATION			385.00	312.50	697.50		
	A	-30-1-1210-4-54250	-		CIVIC PLUS TRAINING			05/15/2018				
13	A3011212	52200		MAYOR EQUIPMENT AND CAPITAL	OFFICE EQUIPMENT			1,000.00	-312.50	687.50		
	A	-30-1-1210-2-52200	-		CIVIC PLUS TRAINING			05/15/2018				
** JOURNAL TOTAL										0.00		



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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
2018	5	167								
BUA	A3618684-54110-8040	05/15/2018	051518BTRG	051518	051518BTRG		OFFICE SUPPLIES COVER DEFICIT	5	48.50	
BUA	A3618684-54120	05/15/2018	051518BTRG	051518	051518BTRG		POSTAGE COVER DEFICIT	5	100.00	
BUA	A3618684-54110	05/15/2018	051518BTRG	051518	051518BTRG		OFFICE SUPPLIES COVER DEFICIT	5		148.50
BUA	A3638194-54600	05/15/2018	051518BTRG	051518	051518BTRG		ADVERTISING ADVERTISE COMPOST SALES	5	2,000.00	
BUA	A3638194-54520	05/15/2018	051518BTRG	051518	051518BTRG		GAS & OIL ADVERTISE COMPOST SALES	5		2,000.00
BUA	A3638194-54510	05/15/2018	051518BTRG	051518	051518BTRG		REPAIRS & MAINTENANCE VEHICLE REPAIR HORIZONTAL GRINDER	5	12,000.00	
BUA	A3335014-54510	05/15/2018	051518BTRG	051518	051518BTRG		REPAIRS & MAINTENANCE VEHICLE REPAIR HORIZONTAL GRINDER	5		12,000.00
BUA	F3638344-54330	05/15/2018	051518BTRG	051518	051518BTRG		REPAIRS & MAINTENANCE EQUIPMEN REPAIR AUTO GUN	5	500.00	
BUA	F3638342-52201	05/15/2018	051518BTRG	051518	051518BTRG		METERS REPAIR AUTO GUN	5		500.00
BUA	E3577164-54760	05/15/2018	051518BTRG	051518	051518BTRG		LEGAL ADDITIONAL LEGAL EXPENSES	5	2,000.00	
BUA	E3577162-52400	05/15/2018	051518BTRG	051518	051518BTRG		VEHICLES ADDITIONAL LEGAL EXPENSES	5		2,000.00
BUA	A3011214-54250	05/15/2018	051518BTRG	051518	051518BTRG		CONFERENCE REGISTRATION CIVIC PLUS TRAINING	5	312.50	
BUA	A3011212-52200	05/15/2018	051518BTRG	051518	051518BTRG		OFFICE EQUIPMENT CIVIC PLUS TRAINING	5		312.50
JOURNAL 2018/05/167 TOTAL									.00	.00

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

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
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APPROVED UNPAID INVOICES TO BE POSTED

6950	00000 AMSURE	163608 86855		164566	18MWMAY1	700,724.21		.00	.00		
CASH A	2018/05	INV 05/07/2018	SEP-CHK: N	DISC: .00		A3011478	58010		1,639.26	1099:	
ACCT 1200	DEPT 2000	DUE 05/09/2018	DESC:86854			A3719068	58010		29,115.08	1099:	
PO BOX 15044	ALBANY NY 12212					A3729068	58010		22,971.52	1099:	
						A3739068	58010		155,217.61	1099:	
						A3749068	58010		399,279.46	1099:	
						A3759068	58010		16,751.82	1099:	
						A3769068	58010		8,213.62	1099:	
						A3769068	58010	3000	15,016.84	1099:	
						E3577168	58010		1,234.46	1099:	
						F3739068	58010		34,292.15	1099:	
						G3739068	58010		16,992.39	1099:	
50	00001 A T & T	163609 1168591021		164567	18MWMAY1	36.39		.00	.00		
CASH A	2018/05	INV 05/07/2018	SEP-CHK: N	DISC: .00		A3011654	54670		3.90	1099:	
ACCT 1200	DEPT 1000	DUE 05/09/2018	DESC:1000-810-2104			A3031444	54670		2.99	1099:	
P.O. BOX 5094	CAROL STREAM IL 60197-5094					A3143414	54670		3.54	1099:	
						A3567144	54671		3.27	1099:	
						A3031654	54670		5.94	1099:	
						A3011424	54671		3.28	1099:	
						A3517514	54670		3.05	1099:	
						A3011474	54671		2.86	1099:	
						A3051414	54671		4.29	1099:	
						A3021694	54670		3.27	1099:	
4947	00002 MAGNA5	163610 4782667		164568	18MWMAY1	57.28		.00	.00		
CASH A	2018/05	INV 05/07/2018	SEP-CHK: N	DISC: .00		A3143124	54670		57.28	1099:	
ACCT 1200	DEPT 4000	DUE 05/09/2018	DESC:1639								
P O BOX 780410	PHILADELPHIA PA 19178-0410										
319	00001 NATIONAL GRID	163611 163611		164569	18MWMAY1	3,746.94		.00	.00		
CASH A	2018/05	INV 05/07/2018	SEP-CHK: N	DISC: .00		A3143314	54751		103.19	1099:	
ACCT 1200	DEPT 4000	DUE 05/09/2018	DESC:DPS			A3143314	54751		159.17	1099:	
P.O. BOX 4706	SYRACUSE NY 13221-4706					A3143314	54751		204.14	1099:	
						A3143314	54751		207.82	1099:	
						A3143314	54751		256.22	1099:	
						A3143314	54650		586.76	1099:	
						A3143414	54650		2,229.64	1099:	

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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
1831	00001 VERIZON WIRELESS	163624 9804156686		164582	18MWMAY1	220.23		.00	.00		
CASH A	2018/05	INV 05/07/2018	SEP-CHK: N	DISC: .00			A3011214	54670	135.39	1099:	
ACCT 1200	DEPT 1000	DUE 05/09/2018	DESC:842037333-00001				A3011434	54671	84.84	1099:	
P O BOX 408	NEWARK NJ 07101-0408										
1831	00001 VERIZON WIRELESS	163625 9805950004		164583	18MWMAY1	277.04		.00	.00		
CASH A	2018/05	INV 05/07/2018	SEP-CHK: Y	DISC: .00			E3577164	54670	277.04	1099:	
ACCT 1200	DEPT 7000	DUE 05/09/2018	DESC:480169107-00001								
P O BOX 408	NEWARK NJ 07101-0408										
1831	00001 VERIZON WIRELESS	163626 9805970847		164585	18MWMAY1	622.37		.00	.00		
CASH A	2018/05	INV 05/07/2018	SEP-CHK: N	DISC: .00			A3031444	54670	105.73	1099:	
ACCT 1200	DEPT 3000	DUE 05/09/2018	DESC:642000522-00001				A3031494	54670	108.69	1099:	
P O BOX 408	NEWARK NJ 07101-0408						A3031654	54670	32.46	1099:	
							A3335014	54670	214.25	1099:	
							A3537114	54670	18.39	1099:	
							A3567144	54670	18.39	1099:	
							A3638194	54670	18.39	1099:	
							F3638314	54670	32.66	1099:	
							F3638334	54670	18.39	1099:	
							F3638344	54670	33.38	1099:	
							G3638124	54670	21.64	1099:	
1831	00001 VERIZON WIRELESS	163627 9805909825		164586	18MWMAY1	1,060.87		.00	.00		
CASH A	2018/05	INV 05/07/2018	SEP-CHK: N	DISC: .00			A3143124	54670	1,060.87	1099:	
ACCT 1200	DEPT 4000	DUE 05/09/2018	DESC:242016471-00001								
P O BOX 408	NEWARK NJ 07101-0408										
1831	00001 VERIZON WIRELESS	163628 9805856056		164587	18MWMAY1	1,473.01		.00	.00		
CASH A	2018/05	INV 05/07/2018	SEP-CHK: N	DISC: .00			A3143124	54670	1,473.01	1099:	
ACCT 1200	DEPT 4000	DUE 05/09/2018	DESC:386851082-00001								
P O BOX 408	NEWARK NJ 07101-0408										
21 APPROVED UNPAID INVOICES				TOTAL		717,242.08					
21 INVOICE(S)				REPORT POST TOTAL		717,242.08					

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# ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2018 05	A3011214 A	-30-1-1210-4-54670 -	PHONES	207.85	1,372.71
	A3011424 A	-30-1-1420-4-54671 -	PHONES & FAX	3.28	283.98
	A3011434 A	-30-1-1430-4-54671 -	PHONES & FAX	121.09	524.38
	A3011474 A	-30-1-1431-4-54671 -	PHONES & FAX	2.86	216.94
	A3011474 A	-30-1-1431-4-54774 -	LIFE INSURANCE	8.00	104.00
	A3011478 A	-30-1-1431-8-58010 -	HOSPITALIZATION	1,639.26	5,667.20
	A3011654 A	-30-1-1650-4-54670 -	PHONES	3.90	7,333.68
	A3021694 A	-30-2-1681-4-54670 -	PHONES	3.27	798.25
	A3031444 A	-30-3-1440-4-54670 -	PHONES	108.72	887.61
	A3031494 A	-30-3-1490-4-54670 -	PHONES	108.69	1,697.74
	A3031654 A	-30-3-1623-4-54670 -	PHONES	131.58	1,956.57
	A3051414 A	-30-5-1410-4-54573 -	RISK-SAFETY PRO	40.01	29,624.89
	A3051414 A	-30-5-1410-4-54671 -	PHONES & FAX	115.59	1,423.46
	A3143124 A	-31-4-3120-4-54670 -	PHONES	2,591.16	28,761.41
	A3143124 A	-31-4-3120-4-54740 -	SERVICE CONTRAC	74.95	69,915.60
	A3143314 A	-31-4-3310-4-54650 -	UTILITIES	586.76	3,385.35
	A3143314 A	-31-4-3310-4-54751 -	UTILITIES TRAFF	930.54	19,658.55
	A3143414 A	-31-4-3410-4-54650 -	UTILITIES	2,229.64	18,251.31
	A3143414 A	-31-4-3410-4-54670 -	PHONES	232.58	14,248.81
	A3335014 A	-33-3-5010-4-54670 -	PHONES	214.25	2,842.15
	A3517514 A	-35-1-7510-4-54670 -	PHONES	3.05	502.54
	A3537114 A	-35-3-7110-4-54670 -	PHONES	18.39	211.35
	A3567144 A	-35-6-7140-4-54670 -3000	PHONES	18.39	226.38
	A3567144 A	-35-6-7140-4-54671 -	PHONES & FAX	3.27	557.16
	A3638194 A	-36-3-8185-4-54670 -	PHONES	18.39	226.38
	A3719044 A	-37-1-9045-4-54774 -	LIFE INSURANCE	72.00	644.00
	A3719068 A	-37-1-9060-8-58010 -	HOSPITALIZATION	29,115.08	234,047.72
	A3719068 A	-37-1-9060-8-58013 -	HRA ADMINISTRAT	65.45	523.60
	A3729044 A	-37-2-9045-4-54774 -	LIFE INSURANCE	44.00	344.00
	A3729068 A	-37-2-9060-8-58010 -	HOSPITALIZATION	22,971.52	153,947.40
	A3729068 A	-37-2-9060-8-58013 -	HRA ADMINISTRAT	11.90	97.40
	A3739044 A	-37-3-9045-4-54774 -	LIFE INSUARNC	305.86	2,072.36
	A3739068 A	-37-3-9060-8-58010 -	HOSPITALIZATION	155,217.61	1,087,359.68
	A3739068 A	-37-3-9060-8-58013 -	HRA ADMINISTRAT	404.60	3,373.65
	A3749044 A	-37-4-9045-4-54774 -	LIFE INSURANCE	340.80	2,725.80
	A3749068 A	-37-4-9060-8-58010 -	HOSPITALIZATION	399,279.46	3,041,426.35
	A3749068 A	-37-4-9060-8-58013 -	HRA ADMINISTRAT	785.40	6,146.35
	A3749098 A	-37-4-9090-8-58015 -	FSA ADMINISTRAT	75.00	650.00
	A3759044 A	-37-5-9045-4-54774 -	LIFE INSURANCE	36.00	252.00
	A3759068 A	-37-5-9060-8-58010 -	HOSPITALIZATION	16,751.82	117,191.90
	A3759068 A	-37-5-9060-8-58013 -	HRA ADMINISTRAT	47.60	380.80
	A3769044 A	-37-6-9045-4-54774 -	LIFE INSURANCE	24.00	168.00
	A3769044 A	-37-6-9045-4-54774 -3000	LIFE INSURANCE	40.00	328.00
	A3769068 A	-37-6-9060-8-58010 -	HOSPITALIZATION	8,213.62	57,458.81
	A3769068 A	-37-6-9060-8-58010 -3000	HOSPITALIZATION	15,016.84	116,369.53
	A3769068 A	-37-6-9060-8-58013 -	HRA ADMINISTRAT	5.95	47.60
	E3577164 E	-35-7-7160-4-54650 -	UTILITIES	5,798.18	113,513.06
	E3577164 E	-35-7-7160-4-54670 -	PHONES	337.03	5,097.31
	E3577168 E	-35-7-7160-8-58010 -	HOSPITALIZATION	1,234.46	153,848.08
	F3638314 F	-36-3-8310-4-54670 -	PHONES	32.66	1,169.15
	F3638334 F	-36-3-8330-4-54670 -	PHONES	92.87	2,955.20

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## ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
F3638344	F	-36-3-8340-4-54670 -	PHONES	33.38	411.39
F3739044	F	-37-3-9045-4-54774 -	LIFE INSURANCE	73.86	615.68
F3739068	F	-37-3-9060-8-58010 -	HOSPITALIZATION	34,292.15	251,014.97
F3739068	F	-37-3-9060-8-58013 -	HRA ADMINISTRAT	47.60	327.25
G3638124	G	-36-3-8120-4-54670 -	PHONES	21.64	416.87
G3739044	G	-37-3-9045-4-54774 -	LIFE INSURANCE	45.88	323.84
G3739068	G	-37-3-9060-8-58010 -	HOSPITALIZATION	16,992.39	117,061.05
REPORT TOTALS				717,242.08	



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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						
2018 5 112										
API A3011478-58010							HOSPITALIZATION		1,639.26	
05/09/2018 W	18MWMAY1	006950		163608			86854			
API A3719068-58010							HOSPITALIZATION		29,115.08	
05/09/2018 W	18MWMAY1	006950		163608			86854			
API A3729068-58010							HOSPITALIZATION		22,971.52	
05/09/2018 W	18MWMAY1	006950		163608			86854			
API A3739068-58010							HOSPITALIZATION		155,217.61	
05/09/2018 W	18MWMAY1	006950		163608			86854			
API A3749068-58010							HOSPITALIZATION		399,279.46	
05/09/2018 W	18MWMAY1	006950		163608			86854			
API A3759068-58010							HOSPITALIZATION		16,751.82	
05/09/2018 W	18MWMAY1	006950		163608			86854			
API A3769068-58010							HOSPITALIZATION		8,213.62	
05/09/2018 W	18MWMAY1	006950		163608			86854			
API A3769068-58010-3000							HOSPITALIZATION		15,016.84	
05/09/2018 W	18MWMAY1	006950		163608			86854			
API E3577168-58010							HOSPITALIZATION		1,234.46	
05/09/2018 W	18MWMAY1	006950		163608			86854			
API F3739068-58010							HOSPITALIZATION		34,292.15	
05/09/2018 W	18MWMAY1	006950		163608			86854			
API G3739068-58010							HOSPITALIZATION		16,992.39	
05/09/2018 W	18MWMAY1	006950		163608			86854			
API A3011654-54670							PHONES		3.90	
05/09/2018 W	18MWMAY1	000050		163609			1000-810-2104			
API A3031444-54670							PHONES		2.99	
05/09/2018 W	18MWMAY1	000050		163609			1000-810-2104			
API A3143414-54670							PHONES		3.54	
05/09/2018 W	18MWMAY1	000050		163609			1000-810-2104			
API A3567144-54671							PHONES & FAX		3.27	
05/09/2018 W	18MWMAY1	000050		163609			1000-810-2104			
API A3031654-54670							PHONES		5.94	
05/09/2018 W	18MWMAY1	000050		163609			1000-810-2104			
API A3011424-54671							PHONES & FAX		3.28	
05/09/2018 W	18MWMAY1	000050		163609			1000-810-2104			
API A3517514-54670							PHONES		3.05	
05/09/2018 W	18MWMAY1	000050		163609			1000-810-2104			
API A3011474-54671							PHONES & FAX		2.86	
05/09/2018 W	18MWMAY1	000050		163609			1000-810-2104			
API A3051414-54671							PHONES & FAX		4.29	
05/09/2018 W	18MWMAY1	000050		163609			1000-810-2104			
API A3021694-54670							PHONES		3.27	
05/09/2018 W	18MWMAY1	000050		163609			1000-810-2104			
API A3143124-54670							PHONES		57.28	
05/09/2018 W	18MWMAY1	004947		163610			1639			
API A3143314-54751							UTILITIES TRAFFIC LIGHTS		103.19	
05/09/2018 W	18MWMAY1	000319		163611			DPS			
API A3143314-54751							UTILITIES TRAFFIC LIGHTS		159.17	

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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	05/09/2018 W	18MWMAY1	000319		163611	DPS			
	API	A3143314-54751					UTILITIES TRAFFIC LIGHTS		204.14	
		05/09/2018 W	18MWMAY1	000319		163611	DPS			
	API	A3143314-54751					UTILITIES TRAFFIC LIGHTS		207.82	
		05/09/2018 W	18MWMAY1	000319		163611	DPS			
	API	A3143314-54751					UTILITIES TRAFFIC LIGHTS		256.22	
		05/09/2018 W	18MWMAY1	000319		163611	DPS			
	API	A3143314-54650					UTILITIES		586.76	
		05/09/2018 W	18MWMAY1	000319		163611	DPS			
	API	A3143414-54650					UTILITIES		2,229.64	
		05/09/2018 W	18MWMAY1	000319		163611	DPS			
	API	E3577164-54650					UTILITIES		21.23	
		05/09/2018 W	18MWMAY1	000319		163612	CITY CENTER			
	API	E3577164-54650					UTILITIES		5,776.95	
		05/09/2018 W	18MWMAY1	000319		163612	CITY CENTER			
	API	A3719068-58013					HRA ADMINISTRATIVE FEE		65.45	
		05/09/2018 W	18MWMAY1	006205		163613	4/26/18			
	API	A3729068-58013					HRA ADMINISTRATIVE FEE		11.90	
		05/09/2018 W	18MWMAY1	006205		163613	4/26/18			
	API	A3739068-58013					HRA ADMINISTRATIVE FEE		404.60	
		05/09/2018 W	18MWMAY1	006205		163613	4/26/18			
	API	F3739068-58013					HRA ADMINISTRATIVE FEE		47.60	
		05/09/2018 W	18MWMAY1	006205		163613	4/26/18			
	API	A3749068-58013					HRA ADMINISTRATIVE FEE		785.40	
		05/09/2018 W	18MWMAY1	006205		163613	4/26/18			
	API	A3759068-58013					HRA ADMINISTRATIVE FEE		47.60	
		05/09/2018 W	18MWMAY1	006205		163613	4/26/18			
	API	A3769068-58013					HRA ADMINISTRATIVE FEE		5.95	
		05/09/2018 W	18MWMAY1	006205		163613	4/26/18			
	API	A3749098-58015					FSA ADMINISTRATIVE FEE		75.00	
		05/09/2018 W	18MWMAY1	006205		163613	4/26/18			
	API	A3011474-54774					LIFE INSURANCE		8.00	
		05/09/2018 W	18MWMAY1	000200		163614	000040370001			
	API	A3719044-54774					LIFE INSURANCE		72.00	
		05/09/2018 W	18MWMAY1	000200		163614	000040370001			
	API	A3729044-54774					LIFE INSURANCE		44.00	
		05/09/2018 W	18MWMAY1	000200		163614	000040370001			
	API	A3739044-54774					LIFE INSUARANCE		305.86	
		05/09/2018 W	18MWMAY1	000200		163614	000040370001			
	API	F3739044-54774					LIFE INSURANCE		73.86	
		05/09/2018 W	18MWMAY1	000200		163614	000040370001			
	API	G3739044-54774					LIFE INSURANCE		45.88	
		05/09/2018 W	18MWMAY1	000200		163614	000040370001			
	API	A3749044-54774					LIFE INSURANCE		340.80	
		05/09/2018 W	18MWMAY1	000200		163614	000040370001			
	API	A3759044-54774					LIFE INSURANCE		36.00	
		05/09/2018 W	18MWMAY1	000200		163614	000040370001			
	API	A3769044-54774					LIFE INSURANCE		24.00	
		05/09/2018 W	18MWMAY1	000200		163614	000040370001			

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YEAR PER SRC ACCOUNT	JNL JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API A3769044-54774-3000	05/09/2018 W 18MWMAY1	000200		163614	LIFE INSURANCE		40.00	
API E3577164-54670	05/09/2018 W 18MWMAY1	001699		163615	000040370001		59.99	
API A3143124-54740	05/09/2018 W 18MWMAY1	001699		163616	202-485526901-001		74.95	
API F3638334-54670	05/09/2018 W 18MWMAY1	001927		163617	SERVICE CONTRACTS - EQUIPMENT		74.48	
API A3031654-54670	05/09/2018 W 18MWMAY1	001927		163618	202-866296301-001		93.18	
API A3143414-54670	05/09/2018 W 18MWMAY1	001927		163619	PHONES		229.04	
API A3011434-54671	05/09/2018 W 18MWMAY1	001831		163620	518Q720140071243		36.25	
API A3051414-54671	05/09/2018 W 18MWMAY1	001831		163621	PHONES		60.45	
API A3011214-54670	05/09/2018 W 18MWMAY1	001831		163622	PHONES & FAX		72.46	
API A3051414-54671	05/09/2018 W 18MWMAY1	001831		163623	642000522-00002		50.85	
API A3051414-54573	05/09/2018 W 18MWMAY1	001831		163623	PHONES & FAX		40.01	
API A3011214-54670	05/09/2018 W 18MWMAY1	001831		163624	RISK-SAFETY PROGRAMMING		135.39	
API A3011434-54671	05/09/2018 W 18MWMAY1	001831		163624	442028324-00001		84.84	
API E3577164-54670	05/09/2018 W 18MWMAY1	001831		163625	PHONES		277.04	
API A3031444-54670	05/09/2018 W 18MWMAY1	001831		163626	842037333-00001		105.73	
API A3031494-54670	05/09/2018 W 18MWMAY1	001831		163626	PHONES & FAX		108.69	
API A3031654-54670	05/09/2018 W 18MWMAY1	001831		163626	842037333-00001		32.46	
API A3335014-54670	05/09/2018 W 18MWMAY1	001831		163626	PHONES		214.25	
API A3537114-54670	05/09/2018 W 18MWMAY1	001831		163626	642000522-00001		18.39	
API A3567144-54670-3000	05/09/2018 W 18MWMAY1	001831		163626	PHONES		18.39	
API A3638194-54670	05/09/2018 W 18MWMAY1	001831		163626	642000522-00001		18.39	
API F3638314-54670	05/09/2018 W 18MWMAY1	001831		163626	PHONES		32.66	
API F3638334-54670	05/09/2018 W 18MWMAY1	001831		163626	642000522-00001		18.39	
API F3638344-54670	05/09/2018 W 18MWMAY1	001831		163626	PHONES		33.38	
API G3638124-54670	05/09/2018 W 18MWMAY1	001831		163626	642000522-00001		21.64	

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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
		05/09/2018	W 18MWMAY1	001831		163626	642000522-00001			
API	A3143124-54670						PHONES		1,060.87	
		05/09/2018	W 18MWMAY1	001831		163627	242016471-00001			
API	A3143124-54670						PHONES		1,473.01	
		05/09/2018	W 18MWMAY1	001831		163628	386851082-00001			
GENERAL LEDGER TOTAL									717,242.08	.00
API	A-2600						ACCOUNTS PAYABLE			658,239.98
		05/09/2018	W 18MWMAY1	B 2844						
API	E-2600						ACCOUNTS PAYABLE			7,369.67
		05/09/2018	W 18MWMAY1	B 2844						
API	F-2600						ACCOUNTS PAYABLE			34,572.52
		05/09/2018	W 18MWMAY1	B 2844						
API	G-2600						ACCOUNTS PAYABLE			17,059.91
		05/09/2018	W 18MWMAY1	B 2844						
SYSTEM GENERATED ENTRIES TOTAL									.00	717,242.08
JOURNAL 2018/05/112 TOTAL									717,242.08	717,242.08
2018	5	112								
API	A-1522						EXPENDITURES		658,239.98	
		05/09/2018	W 18MWMAY1	B 2844						
API	E-1522						EXPENDITURES		7,369.67	
		05/09/2018	W 18MWMAY1	B 2844						
API	F-1522						EXPENDITURES		34,572.52	
		05/09/2018	W 18MWMAY1	B 2844						
API	G-1522						EXPENDITURES		17,059.91	
		05/09/2018	W 18MWMAY1	B 2844						

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2018	5	112	05/09/2018			
	A-1522					EXPENDITURES	658,239.98	
	A-2600					ACCOUNTS PAYABLE		658,239.98
						FUND TOTAL	658,239.98	658,239.98
E	CITY CENTER AUTHORITY	2018	5	112	05/09/2018			
	E-1522					EXPENDITURES	7,369.67	
	E-2600					ACCOUNTS PAYABLE		7,369.67
						FUND TOTAL	7,369.67	7,369.67
F	WATER FUND	2018	5	112	05/09/2018			
	F-1522					EXPENDITURES	34,572.52	
	F-2600					ACCOUNTS PAYABLE		34,572.52
						FUND TOTAL	34,572.52	34,572.52
G	SEWER FUND	2018	5	112	05/09/2018			
	G-1522					EXPENDITURES	17,059.91	
	G-2600					ACCOUNTS PAYABLE		17,059.91
						FUND TOTAL	17,059.91	17,059.91

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

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
171001	001	TOWNE, RYAN & PARTNE	1.00	0.00	0.00	1.00	9	ARTICL 7 CCA 12/29/16
171002	001	FITZGERALD MORRIS BA	1.00	0.00	0.00	1.00	9	ARTICLE 7 CCA 12/29/16
	001	FITZGERALD MORRIS BA	1.00	0.00	0.00	1.00		ARTICLE 7 CCA 12/29/16
171238	001	UPSTATE NY PLOW AND	1.00	0.00	1.00	0.00	0	APPARATUS MAINTENANCE AND SERVICE TH
171384	001	QPK DESIGN ARCHITECT	1.00	0.00	0.00	1.00	9	DESIGN FOR PUBLIC SAFETY DISPATCH AR
171412	001	SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00	9	SODIUM HYPOCHLORITE PER IFB 2017-26
171537	001	CHAZEN COMPANIES	1.00	0.00	0.00	1.00	9	INTRADA SARATOGA SPRINGS PLANNING B
171850	001	BARTON & LOGUIDICE	1.00	0.00	0.00	1.00	9	EVALUTE OPTIONS, COMPLETE CONSTRUCTI
	001	BARTON & LOGUIDICE	1.00	0.00	0.00	1.00		EVALUTE OPTIONS, COMPLETE CONSTRUCTI
171870	001	ATLANTIC TACTICAL	2.00	0.00	2.00	0.00	0	BHK150 DYNAMIC ENTRY TOOL KIT FOR 20
180014	001	MORTON SALT, INC	1.00	0.00	1.00	0.00	0	SALT FOR ICE CONTROL SARATOGA COUNT
180021	001	FIBER TECHNOLOGIES N	12.00	0.00	0.00	12.00	8	MONTHLY FIBER LEASE
180104	001	ASSOCIATED LIGHTNING	1.00	0.00	1.00	0.00	0	REMOVE SEALANT AROUND LIGHTNING RODS
180106	001	RICOH USA, INC	1.00	0.00	0.00	1.00	8	COPIER LEASE
180114	001	ENDURA, LLC	2.00	0.00	2.00	0.00	0	DISPATCHER CHAIR PER QUOTE 01022018
180116	001	MILLER, MANNIX , SCH	1.00	0.00	0.00	1.00	8	ADDENDUM FIVE CCA 1/16/18 NOT TO E
180212	001	COMPLUS DATA INNOVAT	1.00	0.00	0.00	1.00	8	2018 PARKING TICKET MAINTENANCE SYST
180215	001	CREIGHTON MANNING EN	1.00	0.00	1.00	0.00	0	PROVIDE TRAFFIC ENGINEERING SERVICE
180219	001	UNIQUES SPECIALTIES	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
180222	001	ADIRONDACK SECURITY	1.00	0.00	0.00	1.00	8	MAINTENANCE SERVICES CCA 2/6/18 NYS
180225	001	US SECURITY ASSOCIAT	1.00	0.00	0.00	1.00	8	2018 SECURITY SERVICES
180236	001	PITTSFIELD COMMUNICA	12.00	0.00	0.00	12.00	8	SERVICE AND REPAIR OF RADIOS TILL 3
180241	001	VANDER MOLEN INC.	1.00	0.00	0.00	1.00	8	SERVICE/MAINTENACE ON APPARATUS CCA
180257	001	VRS SALES LTD	1.00	0.00	0.00	1.00	8	FIRE APPARATUS MAINTENANCE AND SER
180270	001	MORTON SALT, INC	1.00	1.00	0.00	0.00	8	SALT FOR ICE CONTROL PER SARATOGA CO
180277	001	ADIRONDACK SECURITY	1.00	0.00	1.00	0.00	0	DISPATCH PROJECT EQUIPMENT AND INST

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
180279	001	PALLETTE STONE CORP	1.00	0.00	0.00	1.00	8	RUBBLE/BLACKTOP SARTAOGA COUNTY 18
	001	PALLETTE STONE CORP	1.00	0.00	0.00	1.00		RUBBLE/BLACKTOP SARTAOGA COUNTY 18
	001	PALLETTE STONE CORP	1.00	0.00	0.00	1.00		RUBBLE/BLACKTOP SARTAOGA COUNTY 18
180284	001	TECHNICAL BUILDING S	1.00	0.00	1.00	0.00	0	REPAIRS TO RTU 9 AND RTU 13 PER QUO
180288	001	BOUND TREE MEDICAL L	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES 3/6/18-3
180292	001	FUSION GRAPHIX INC.	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
180312	001	CHAZEN COMPANIES	1.00	0.00	0.00	1.00	8	FASIG-TIPTON BARN EXPANSION PROJ #1
180320	001	GALLS, LLC	1.00	0.00	1.00	0.00	0	PER QUOTE 10227201
180322	001	GALLS, LLC	1.00	0.00	1.00	0.00	0	PER QUOTE 10226212
180326	001	GALLS, LLC	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
180328	001	S & J ENTERPRISES	1.00	0.00	0.00	1.00	8	AS FOLLOWS:
180329	001	ATLANTA LIGHT BULBS,	150.00	0.00	150.00	0.00	0	#F96T12/DX/ALTO PHILIPS 75W T12 93
180338	001	ALTEC INDUSTRIES INC	1.00	0.00	0.00	1.00	8	EQUIPMENT FOR BUCKET TRUCK PER QUOTE
180340	001	NYS INDUSTRIES FOR T	4.00	0.00	4.00	0.00	0	#F6658-FOAMING HAND SOAP PER CASE
180341	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00	8	PORT-A-JOHNS 2018
180343	001	GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE 10286883
180345	001	SOMES UNIFORMS INC	1.00	0.00	0.00	1.00	8	AS FOLLOWS:
180353	001	SARATOGA HISTORIC PR	1.00	0.00	0.00	1.00	8	OFFICE RENT FOR HR OFFICE TILL 12/31
180354	001	ATLAS ENVELOPE	1.00	0.00	1.00	0.00	0	1000 RETURNE ADDRESS WINDOW ENVELOPE
180356	001	FULCRUM	1.00	0.00	1.00	0.00	0	PER QUOTE #2018040301
180368	001	NYS PARKS - SARATOGA	1.00	0.00	1.00	0.00	0	BUS AND EMPIRE PASSES
180384	001	PRINTING AND SIGN SO	500.00	0.00	500.00	0.00	0	EQUINE PATROL STICKERS TO HAND OUT A
180409	001	GOLDBERGER AND KREME	1.00	0.00	0.00	1.00	6	LABOR AND EMPLOYMENT LEGAL SERVICES

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
2785	00001 ADIRONDACK TIRE		163636 0768684		164595	18MAY2	920.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N		DISC:	.00		A3335014	54510		920.00	1099:
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:S1100									
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866												
23	00000 ADIRONDACK TWO W		163637 169575		164596	18MAY2	520.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N		DISC:	.00		A3335014	54510		520.00	1099:
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:4/2/18									
P O BOX 1366 SOUTH GLENS FALLS NY 12803												
70	00000 ADVANTAGE PRESS		163638 42235		164597	18MAY2	109.50		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N		DISC:	.00		A3011214	54110		109.50	1099:
ACCT 1200	DEPT 1000	DUE 05/15/2018	DESC:5/1/18									
74 WARREN STREET SARATOGA SPRINGS NY 12866												
70	00000 ADVANTAGE PRESS		163639 42234		164598	18MAY2	142.50		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N		DISC:	.00		A3031494	54110		142.50	1099:
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:5/1/18									
74 WARREN STREET SARATOGA SPRINGS NY 12866												
70	00000 ADVANTAGE PRESS		163640 42207		164599	18MAY2	420.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N		DISC:	.00		A3143414	54110		420.00	1099:
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:4/20/18									
74 WARREN STREET SARATOGA SPRINGS NY 12866												
5400	00001 AIRGAS EAST		163641 163641		164600	18MAY2	189.67		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N		DISC:	.00		A3143314	54390		189.67	1099:
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:2581569									
P O BOX 802576 CHICAGO IL 60680-2576												
5044	00000 ALL SEASONS TEXT		163642 782750		164601	18MAY2	66.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: Y		DISC:	.00		E3577164	54720		66.00	1099:
ACCT 1200	DEPT 7000	DUE 05/15/2018	DESC:023980									
9 TAYLOR AVENUE P O BOX 222 CLINTON NY 13323												

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
86	00000 B LANN EQUIPMENT	163650 163650		164609	18MAY2	102.81	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3143414 54330		102.81	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:5/2/18							
P O BOX 997	TROY NY 12180-0997									
86	00000 B LANN EQUIPMENT	163651 163651		164610	18MAY2	398.33	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3143414 54330		398.33	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:3/13/18							
P O BOX 997	TROY NY 12180-0997									
7337	00000 SUSAN BAKER	163652 163652		164611	18MAY2	31.35	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: Y	DISC: .00		E3577164 54201		31.35	1099:	
ACCT 1200	DEPT 7000	DUE 05/15/2018	DESC:TAXES							
113	00000 BARTON & LOGUIDI	163653 95596	171850	164612	18MAY2	4,550.00	.00	31,750.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		H3638332 52000 1248		4,550.00	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:539.042.001							
443 ELECTRONICS PARKWAY	LIVERPOOL NY 13088									
113	00000 BARTON & LOGUIDI	163654 96097	171850	164613	18MAY2	5,200.00	.00	31,750.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		H3638332 52000 1248		5,200.00	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:539.042.001							
443 ELECTRONICS PARKWAY	LIVERPOOL NY 13088									
7911	00000 ISABEL BAKER	163655 18-37153		164614	18MAY2	85.83	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A044 41640		85.83	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:5/2/18							
7911	00000 ISABEL BAKER	163656 18-33747		164615	18MAY2	86.25	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A044 41640		86.25	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:3/1/18							

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
825	00001 CHAZEN COMPANIES		163673 0105120		164632	18MAY2	750.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3113624	54725			750.00	1099:	
ACCT 1200	DEPT 1000	DUE 05/15/2018	DESC:31804.05									
21 FOX STREET POUGHKEEPSIE NY 12601												
825	00001 CHAZEN COMPANIES		163674 0104599		164633	18MAY2	1,500.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3113624	54725			1,500.00	1099:	
ACCT 1200	DEPT 1000	DUE 05/15/2018	DESC:31804.02									
21 FOX STREET POUGHKEEPSIE NY 12601												
3776	00000 CHESHIRE HORSE O		163675 163158		164634	18MAY2	96.85		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3143124	54979			96.85	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:567877									
402 GEYSER ROAD SARATOGA SPRINGS NY 12866												
825	00001 CHAZEN COMPANIES		163676 0105029	180312	164635	18MAY2	1,513.25		.00	3,486.75		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3031444	54725			1,513.25	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:31804.04									
21 FOX STREET POUGHKEEPSIE NY 12601												
7067	00000 CIVICPLUS		163677 170190		164636	18MAY2	625.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3011214	54250			312.50	1099:	
ACCT 1200	DEPT 1000	DUE 05/15/2018	DESC:2/16/18			A3618684	54250			312.50	1099:	
302 S 4TH STREETSUITE 500 MANHATTAN KS 66502												
4904	00001 CLASS C SOLUTION		163679 163679		164638	18MAY2	1,106.47		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3335014	54510			1,106.47	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:287902 0001									
BOX 78845 MILWAUKEE IL 53278-8845												
6641	00000 WADE COLLINS		163680 163680		164639	18MAY2	364.84		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3143124	54160			364.84	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:CLOTHING REIMB									
SSPD SARATOGA SPRINGS NY 12866												

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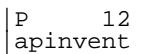
NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
5027	00000 COMPLUS DATA INN	163681 037647	180212	164640	18MAY2	5,777.69		.00	40,818.76		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3143014	54802	5,777.69	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:4/30/18								
120 WHITE PLAINS ROAD TARRYTOWN NY 10591											
5853	00000 CONFIDATA	163682 55255		164641	18MAY2	50.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3031624	54180	50.00	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:SARADPW								
N GENESEE & LEE STREET P.O. BOX 353 UTICA NY 13503-0353											
152	00000 CREIGHTON MANNIN	163683 118018-1	180215	164642	18MAY2	3,150.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3143014	54720	3,150.00	1099:7	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:118018-2								
2 WINNERS CIRCLE ALBANY NY 12205											
3203	00001 CRYSTAL ROCK LLC	163685 163685		164644	18MAY2	26.94		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3021314	54110	26.94	1099:	
ACCT 1200	DEPT 2000	DUE 05/15/2018	DESC:51284318								
P O BOX 10028 WATERBURY CT 06725-0028											
3203	00001 CRYSTAL ROCK LLC	163686 163686		164645	18MAY2	40.41		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3051414	54110	40.41	1099:	
ACCT 1200	DEPT 5000	DUE 05/15/2018	DESC:51284317								
P O BOX 10028 WATERBURY CT 06725-0028											
3203	00001 CRYSTAL ROCK LLC	163687 163687		164646	18MAY2	94.29		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3031624	54180	26.94	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:51284311				A3031624	54180	17.96	1099:	
P O BOX 10028 WATERBURY CT 06725-0028											
								A3031654	54180	8.98	1099:
								A3537114	54180	8.98	1099:
								A3567194	54180	22.45	1099:
								A3638184	54180	8.98	1099:
								3000			

NEW INVOICES

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
4899	00000 FITZGERALD MORRI	163701 67362	171002	164660	18MAY2	685.89		.00	13,758.11		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3051354	54720		685.89	1099:7
ACCT 1200	DEPT 5000	DUE 05/15/2018	DESC:10258-0014								
16 PEARL STREET P.O. BOX 2017 GLENS FALLS NY 12801											
4899	00000 FITZGERALD MORRI	163702 67557	171002	164661	18MAY2	2,239.00		.00	13,758.11		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3051354	54720		2,239.00	1099:7
ACCT 1200	DEPT 5000	DUE 05/15/2018	DESC:10258-0014/JDA								
16 PEARL STREET P.O. BOX 2017 GLENS FALLS NY 12801											
6722	00000 LOUIS FLANDERS J	163703 163703		164662	18MAY2	200.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3537114	54610		200.00	1099:
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:LICENSE REIMB								
DPW SARATOGA SPRINGS NY 12866											
6778	00000 FLATLEY READ, LL	163704 000097		164663	18MAY2	500.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			Y3618664	54951 398		500.00	1099:
ACCT 1200	DEPT 1000	DUE 05/15/2018	DESC:4/24/18								
12 SPRING STREET SUITE 203-1E SCHUYLERVILLE NY 12871											
7279	00000 FORT MILLER FAB3	163705 134409		164664	18MAY2	180.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3335014	54180		180.00	1099:
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:5528								
PO BOX 98 SCHUYLERVILLE NY 12871											
7904	00000 FULCRUM	163706 1477	180356	164665	18MAY2	4,500.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3051414	54573		4,500.00	1099:
ACCT 1200	DEPT 5000	DUE 05/15/2018	DESC:4/30/18								
360 CENTRAL AVE., STE. 200 SAINT PETERSBURG FL 33701											
7560	00000 FUSION GRAPHIX I	163707 603673		164666	18MAY2	243.75		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3567154	54180		243.75	1099:
ACCT 1200	DEPT 6000	DUE 05/15/2018	DESC:3/27/18								
1130 STATE ROUTE 17K MONTGOMERY NY 12549											

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
376	00001 GAZETTE NEWSPAPE	163715 2337870		164675	18MAY2	43.10		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3051414	54490		43.10	1099:	
ACCT 1200	DEPT 5000	DUE 05/15/2018	DESC:90122								
P O BOX 1090	2345 MAXON ROAD	SCHENECTADY NY 12301-1090									
376	00001 GAZETTE NEWSPAPE	163717 2338175		164677	18MAY2	45.31		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3051414	54490		45.31	1099:	
ACCT 1200	DEPT 5000	DUE 05/15/2018	DESC:90122								
P O BOX 1090	2345 MAXON ROAD	SCHENECTADY NY 12301-1090									
2269	00000 GEYSER VACUUM CE	163718 796873		164678	18MAY2	75.74		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3537114	54610		75.74	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:4/23/18								
408 GEYSER ROAD	BALLSTON SPA NY 12020										
7119	00000 GH BERLIN WINDWA	163719 6100642		164679	18MAY2	1,157.01		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3567184	54610	3000	1,157.01	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:F2222								
42 RUMSEY ROAD	EAST HARTFORD CT 06108										
6207	00001 GLOBAL MONTELLO	163720 18176884		164680	18MAY2	6,286.35		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3031444	54520		380.64	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:8097			A3143414	54520		1,062.59	1099:	
P.O. BOX 3372	BOSTON MA 02241					A3335014	54520		2,925.03	1099:	
						A3335124	54520		508.60	1099:	
						A3567144	54520	3000	621.80	1099:	
						F3638334	54520		234.69	1099:	
						F3638344	54520		553.00	1099:	
6207	00001 GLOBAL MONTELLO	163721 18158182		164681	18MAY2	6,942.95		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3051354	54520		12.36	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:8097			A3113624	54520		134.49	1099:	
P.O. BOX 3372	BOSTON MA 02241					A3143124	54520		6,408.01	1099:	
						A3335014	54520		68.88	1099:	
						A3638194	54520		30.11	1099:	
						A3638564	54520		4.24	1099:	
						E3577164	54520		47.35	1099:	
						G3638124	54520		237.51	1099:	

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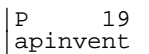
NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
189	00001 GRAINGER	163722 9775541189		164682	18MAY2	130.14		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3143314	54610		130.14	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:845177179								
DEPT 800013294	PALATINE IL	60038-0001									
189	00001 GRAINGER	163723 9760339144		164683	18MAY2	170.28		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		H3143412	52000 1232		170.28	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:845177179								
DEPT 800013294	PALATINE IL	60038-0001									
189	00001 GRAINGER	163724 9768724701		164684	18MAY2	197.80		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3537114	54180		197.80	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:800013294								
DEPT 800013294	PALATINE IL	60038-0001									
191	00000 GRASSLAND EQUIPM	163725 1197796		164685	18MAY2	1,246.76		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3567144	54180 3000		1,246.76	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:48300								
892-898 TROY	SCHENECTADY ROAD	LATHAM NY 12110									
6210	00000 GREENMAN-PEDERSE	163726 0249398		164686	18MAY2	13,629.12		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		H3517142	52000 1252		13,629.12	1099:	
ACCT 1200	DEPT 1000	DUE 05/15/2018	DESC:ALB-2017166.00								
80 WOLF ROAD,	SUITE 300	ALBANY NY 12205									
7828	00000 GUARDIAN	163727 may 2018		164687	18MAY2	6,673.95		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3011478	58016		25.80	1099:	
ACCT 1200	DEPT 2000	DUE 05/15/2018	DESC:00 544643			A3719068	58016		667.71	1099:	
PO BOX 824404	PHILADELPHIA PA	19182-4404				A3729068	58016		190.97	1099:	
						A3739068	58016		1,615.26	1099:	
						F3739068	58016		655.84	1099:	
						G3739068	58016		302.76	1099:	
						A3749068	58016		2,791.60	1099:	
						A3759068	58016		116.52	1099:	
						A3769068	58016		268.65	1099:	
						A3769068	58016 3000		38.84	1099:	

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	163750 163750		164710	18MAY2	65,430.62		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3416314	54650		270.76	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:DPW			F3638324	54650		325.65	1099:	
P.O. BOX 4706	SYRACUSE NY 13221-4706					A3335654	54650		362.08	1099:	
						A3638194	54650		516.52	1099:	
						A3567144	54650	3000	756.65	1099:	
						G3638124	54650		1,237.61	1099:	
						G3638124	54650		1,949.37	1099:	
						A3567194	54650	3000	2,073.30	1099:	
						A3031624	54650		2,378.33	1099:	
						A3537114	54650		2,896.46	1099:	
						F3638334	54650		16,726.23	1099:	
						A3335184	54750		34,721.21	1099:	
						A3031654	54650		1,216.45	1099:	
319	00001 NATIONAL GRID	163751 163751		164711	18MAY2	801.70		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3143314	54751		66.04	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:DPS			A3143124	54650		80.72	1099:	
P.O. BOX 4706	SYRACUSE NY 13221-4706					A3143314	54751		109.46	1099:	
						A3143314	54751		142.58	1099:	
						A3143314	54751		186.56	1099:	
						A3143314	54751		216.34	1099:	
7901	00000 LISA NEVAREZ	163752 163752		164712	18MAY2	45.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A046 42024			45.00	1099:	
ACCT 1200	DEPT 6000	DUE 05/15/2018	DESC:REFUND BASKETBALL								
1 MOON DRIVE	SARATOGA SPRINGS NY 12866										
309	00001 NEWMAN SIGNS	163753 TRFINV001223		164713	18MAY2	1,197.20		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3143314	54961		1,197.20	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:SAR-03-004								
P O BOX 1728	JAMESTOWN ND 58402-1728										
1152	00001 NEW COUNTRY FORD	163754 186846F,186588F		164714	18MAY2	454.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3335014	54510		76.76	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:186847F			A3335014	54510		353.45	1099:	
358 BROADWAY, SUITE 304	SARATOGA SPRINGS NY 12866					A3567144	54510	3000	23.79	1099:	



VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6302	00001 NORTH COUNTRY XE	163755 25808		164715	18MAY2	208.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		F3638314	54720		208.00	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:3/18/18								
543 QUEENSBURY AVE. SOUTH GLENS FALLS NY 12804											
691	00001 BLUE TARP FINANC	163756 39992037		164716	18MAY2	1,097.61		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3335012	52300		1,097.61	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:101251								
P.O. BOX 105525 ATLANTA GA 30348-5525											
305	00001 NYCOM	163757 J4Y7L25		164717	18MAY2	570.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3021314	54250		570.00	1099:	
ACCT 1200	DEPT 2000	DUE 05/15/2018	DESC:J4Q5D57								
NYS CONFERENCE OF MAYORS 119 WASHINGTON AVENUE ALBANY NY 12210											
308	00001 NYS INDUSTRIES F	163758 769729	180340	164718	18MAY2	166.80		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: Y	DISC: .00		E3577164	54140		166.80	1099:	
ACCT 1200	DEPT 7000	DUE 05/15/2018	DESC:19475								
11 COLUMBIA CIRCLE DRIVE ALBANY NY 12203											
795	00000 NYSAWWA	163759 6/5/18		164719	18MAY2	80.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		F3638334	54250		80.00	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:BRETT JOHNSON								
614 SEVENTH NORTH STREET LIVERPOOL NY 13088											
795	00000 NYSAWWA	163760 10/2/18		164720	18MAY2	300.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		F3638334	54250		300.00	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:JOHNSON/MILLER								
614 SEVENTH NORTH STREET LIVERPOOL NY 13088											
7890	00000 DAN PARCELLA	163761 163761		164721	18MAY2	50.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A046	42024		50.00	1099:	
ACCT 1200	DEPT 6000	DUE 05/15/2018	DESC:REFUND PICKLEBALL								
43 COACHMAN DR. BALLSTON SPA NY 12020											

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
327	00001 PALLETTE STONE C	163762 184517		164722	18MAY2	322.88		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3335014	54180		322.88	1099:
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:19018								
269 BALLARD ROAD WILTON NY 12831											
327	00001 PALLETTE STONE C	163763 163763	180279	164723	18MAY2	358.65		.00	50,034.59		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3335014	54100		358.65	1099:
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:19018								
269 BALLARD ROAD WILTON NY 12831											
327	00001 PALLETTE STONE C	163764 184944	180279	164724	18MAY2	1,753.10		.00	50,034.59		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3335014	54100		1,753.10	1099:
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:19018								
269 BALLARD ROAD WILTON NY 12831											
327	00001 PALLETTE STONE C	163765 163765	180279	164725	18MAY2	3,408.38		.00	50,034.59		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3335014	54100		3,408.38	1099:
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:19018								
269 BALLARD ROAD WILTON NY 12831											
6196	00000 PARTAC PEAT CORP	163766 2018-35642		164726	18MAY2	631.50		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3567144	54180 3000		631.50	1099:
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:4/30/18								
1 KELSEY PARK GREAT MEADOWS NJ 07838											
1816	00000 PEACHTREE DATA,	163767 P150361		164727	18MAY2	130.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			F3638314	54720		130.00	1099:
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:CIT008								
2905 PREMIERE PARKWAY SUITE 200 DULUTH GA 30097-5240											
3602	00002 PEOPLEFACTS LLC	163768 2018040198		164728	18MAY2	25.58		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3143124	54720		25.58	1099:7
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:APRIL 2018								
PO BOX 740303 LOS ANGELES CA 90074-0303											

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6294	00000 PITTSFIELD COMMU	163769 60682	180236	164729	18MAY2	665.00		.00	5,320.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3143124	54740		665.00	1099:
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC: (MA),SARAT,SP								
1502 W HOUSATONIC ST PITTSFIELD MA 01201											
7324	00000 PRINTING AND SIG	163770 INV-8843	180384	164730	18MAY2	500.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3143124	54979		500.00	1099:
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:5/7/18								
426 MAPLE AVENUE SARATOGA SPRINGS NY 12866											
7612	00000 QPK DESIGN ARCHI	163771 1023618	171384	164731	18MAY2	5,005.00		.00	770.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			H3146952	52000 1245		5,005.00	1099:
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:217139.00								
450 SOUTH SALINA ST., 5TH FL PO BOX 29 SYRACUSE NY 13202-0029											
223	00001 RICOH USA, INC	163772 5053239474		164732	18MAY2	9.79		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3143014	54110		9.79	1099:
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:4659857								
P O BOX 827577 PHILADELPHIA PA 19182-7577											
223	00001 RICOH USA, INC	163773 5053239293		164733	18MAY2	9.93		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3567144	54740		9.93	1099:
ACCT 1200	DEPT 6000	DUE 05/15/2018	DESC:4661335								
P O BOX 827577 PHILADELPHIA PA 19182-7577											
223	00001 RICOH USA, INC	163774 5053199888	180106	164734	18MAY2	30.86		.00	1,922.88		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3051414	54740		30.86	1099:
ACCT 1200	DEPT 5000	DUE 05/15/2018	DESC:4659857								
P O BOX 827577 PHILADELPHIA PA 19182-7577											
223	00001 RICOH USA, INC	163775 5053183797		164735	18MAY2	44.06		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3143124	54740		44.06	1099:
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:4659857								
P O BOX 827577 PHILADELPHIA PA 19182-7577											

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
223	00001 RICOH USA, INC	163776 5053180663		164736	18MAY2	153.49		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3143124	54740	153.49	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:4659909								
P O BOX 827577	PHILADELPHIA PA 19182-7577										
409	00001 S & J ENTERPRISE	163777 74382	180328	164737	18MAY2	111.55		.00	35.55		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: Y	DISC: .00			E3577164	54140	111.55	1099:	
ACCT 1200	DEPT 7000	DUE 05/15/2018	DESC:4/20/18								
PO BOX 266	MAYFIELD NY 12117										
1857	00000 SAFETY WEARHOUSE	163778 333850		164738	18MAY2	306.34		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3638564	54180	306.34	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:1036								
1438 ROUTE 9	FORT EDWARD NY 12828										
6851	00000 SARATOGA AUTO SU	163779 163779		164739	18MAY2	3,153.47		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00			A3143124	54510	84.46	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:4310				A3143124	54510	527.28	1099:	
3083A RT. 50	SARATOGA SPRINGS NY 12866						A3143124	54510	91.97	1099:	
							A3143124	54510	24.98	1099:	
							A3143124	54510	72.00	1099:	
							A3143124	54510	192.06	1099:	
							A3143124	54510	-76.20	1099:	
							A3143124	54510	-54.00	1099:	
							A3143124	54510	29.40	1099:	
							A3143124	54510	116.70	1099:	
							A3143124	54510	20.80	1099:	
							A3143124	54510	209.62	1099:	
							A3143124	54510	18.23	1099:	
							A3143124	54510	33.41	1099:	
							A3143124	54510	27.00	1099:	
							A3143124	54510	7.49	1099:	
							A3143124	54510	3.26	1099:	
							A3143124	54510	498.87	1099:	
							A3143124	54510	297.10	1099:	
							A3143124	54510	117.38	1099:	
							A3143124	54510	22.68	1099:	
							A3143124	54510	214.71	1099:	
							A3143124	54510	228.22	1099:	
							A3143314	54510	208.38	1099:	
							A3143314	54510	217.67	1099:	
							A3143414	54520	20.00	1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
6943	00000 SARATOGA CLEANER	163780 83899,84528,85819		164740	18MAY2	274.82	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:85994,87168,87221				A3143124 54180		274.82	1099:
228 WASHINGTON STREET	SARATOGA SPRINGS	NY 12866								
16	00001 SARATOGA COUNTY	163781 163781		164741	18MAY2	10.00	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: Y	DISC: .00						
ACCT 1200	DEPT 5000	DUE 05/15/2018	DESC:HENRY JAFFE				A3051414 54110		10.00	1099:
40 MCMASTER STREET BLDG #1	BALLSTON SPA	NY 12020								
5226	00001 SARATOGA HISTORI	163782 163782	180353	164742	18MAY2	450.00	.00	2,700.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 1000	DUE 05/15/2018	DESC:JUNE 2018				A3011434 54620		450.00	1099:
P O BOX 403	SARATOGA SPRINGS	NY 12866								
1003	00001 NYS PARKS - SARA	163783 163783	180368	164743	18MAY2	620.00	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 6000	DUE 05/15/2018	DESC:CAMP SARADAC				A3567154 54350		620.00	1099:
ATTN: JENNIFER EMMONS 19	ROOSEVELT DRIVE	SARATOGA SPRINGS	NY 12866							
2224	00000 SARATOGA SPRINGS	163785 163785		164745	18MAY2	2,250.00	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: Y	DISC: .00						
ACCT 1200	DEPT 7000	DUE 05/15/2018	DESC:RENTAL REFUND				E 2615		2,250.00	1099:
PO BOX 166	SARATOGA SPRINGS	NY 12866								
372	00000 SARATOGA TROPHY	163786 11242		164746	18MAY2	70.00	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:4/20/18				A3335014 54180		70.00	1099:
409 MAPLE AVENUE	SARATOGA SPRINGS	NY 12866								
399	00001 SARATOGA VETERIN	163787 208645		164747	18MAY2	241.31	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:4/30/18				A3143124 54970		241.31	1099:
693 ROUTE 9	GANSEVOORT	NY 12831								



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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
799	00001 SOMES UNIFORMS I	163795 V157640	180345	164755	18MAY2	435.00	.00	5.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3143122	52620	435.00	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:11338							
P O BOX 68	HACKENSACK NJ	07602-4785								
407	00000 STANLEY PAPER CO	163796 163796		164756	18MAY2	2,965.49	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3031624	54140	167.50	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:1136000006			A3031624	54140	743.41	1099:	
1 TERMINAL STREET	ALBANY NY	12206-1014				A3567144	54140 3000	745.87	1099:	
						A3567194	54140 3000	486.40	1099:	
						A3567194	54140 3000	822.31	1099:	
4166	00000 STONE BRIDGE IRO	163797 CS18-111		164757	18MAY2	1,320.48	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3537114	54180	1,320.48	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:999-CS							
426 PURINTON ROAD	GANSEVOORT NY	12831								
806	00000 STONE INDUSTRIES	163798 163798	180341	164758	18MAY2	1,103.73	.00	3,696.27		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3567144	54720 3000	1,103.73	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:28							
4305 ROUTE 50	SARATOGA SPRINGS NY	12866								
7061	00000 SUPPLY WORKS, IN	163799 436686356		164759	18MAY2	816.72	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3143414	54200	816.72	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:879234							
PO BOX 415133	BOSTON MA	02241-5133								
393	00001 SURPASS CHEMICAL	163800 321076	171412	164760	18MAY2	1,216.00	.00	14,028.52		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		F3638334	54141	1,216.00	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:320564							
1254 BROADWAY	ALBANY NY	12204-2623								
420	00000 T & T SALES INC	163801 38037,37946		164761	18MAY2	601.78	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3335014	54510	601.78	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:37943							
411 OLD NISKAYUNA ROAD	LATHAM NY	12110								





NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
5846	00000 TOWNE, RYAN & PA	163810 30569,30570	171001	164770	18MAY2	1,065.94		.00	13,690.63		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3051354	54720		1,065.94	1099:7	
ACCT 1200	DEPT 5000	DUE 05/15/2018	DESC:30571								
P.O. BOX 15072 450 NEW KARNER ROAD ALBANY NY 12212											
1803	00001 TRACEY FREIGHTLI	163811 R106001103:01		164771	18MAY2	1,325.79		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3335014	54510		1,325.79	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:14329								
6803 MANLIUS CENTER ROAD EAST SYRACUSE NY 13057											
3256	00000 UNIFIRST CORPORA	163812 163812		164772	18MAY2	193.95		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3143124	54720		193.95	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:1290931								
157 TROY SCHENECTADY ROAD WATERVLIET NY 12189											
6244	00000 UNIQUES SPECIALT	163814 1309	180219	164774	18MAY2	138.15		7.15	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3143122	52620		131.00	1099:7	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:12866SS			A3143122	52620		7.15	1099:7	
93 GEORGE LEVEN DRIVE NORTH ATTLEBORO MA 02760											
7223	00000 UPSTATE NY PLOW	163815 163815	171238	164775	18MAY2	2,813.37		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3143414	54510		2,813.37	1099:	
ACCT 1200	DEPT 4000	DUE 05/15/2018	DESC:49891								
339 OLD LOUDEN RD. LATHAM NY 12110											
7272	00001 US SECURITY ASSO	163816 2132438	180225	164776	18MAY2	3,657.52		.00	22,214.55		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: Y	DISC: .00		E3577164	54720		3,657.52	1099:	
ACCT 1200	DEPT 7000	DUE 05/15/2018	DESC:2139297								
3 COMPUTER DRIVE WEST ALBANY NY 12205											
3865	00000 USA BLUE BOOK	163817 535709		164777	18MAY2	488.45		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3567144	54180 3000		488.45	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:717257								
P O BOX 9004 GURNEE IL 60031-9004											

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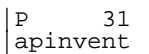
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## NEW INVOICES

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
458	00000 WINCHIP DOOR CO	163831 48217		164792	18MAY2	328.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3567194	54610	3000	328.00	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:3/28/18								
P O BOX 378 3	SWEET ROAD	GLENS FALLS NY 12801									
1602	00000 WITT CONSTRUCTIO	163832 163832		164793	18MAY2	825.00		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3113624	54725		825.00	1099:	
ACCT 1200	DEPT 1000	DUE 05/15/2018	DESC:ESCROW REFUND								
563 N BROADWAY	SARATOGA	SPRINGS NY 12866									
1973	00000 WOLBERG ELECTRIC	163833 163833		164794	18MAY2	190.81		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3031624	54610		68.16	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:13696			A3031624	54610		48.40	1099:	
35 INDUSTRIAL PARK ROAD	P O BOX 6309	ALBANY NY 12206-0309				G3638124	54331		74.25	1099:	
1973	00000 WOLBERG ELECTRIC	163834 163834		164795	18MAY2	382.18		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3031624	54610		3.55	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:13696			A3031624	54610		41.50	1099:	
35 INDUSTRIAL PARK ROAD	P O BOX 6309	ALBANY NY 12206-0309				A3031654	54610		167.15	1099:	
						A3537114	54610		110.50	1099:	
						A3537114	54610		15.69	1099:	
						A3537114	54610		9.76	1099:	
						A3537114	54610		11.20	1099:	
						A3567144	54610	3000	5.63	1099:	
						A3567144	54610	3000	17.20	1099:	
1973	00000 WOLBERG ELECTRIC	163835 163835		164796	18MAY2	803.51		.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3031624	54610		97.20	1099:	
ACCT 1200	DEPT 3000	DUE 05/15/2018	DESC:13696			A3031624	54610		59.85	1099:	
35 INDUSTRIAL PARK ROAD	P O BOX 6309	ALBANY NY 12206-0309				A3031624	54610		135.13	1099:	
						A3031624	54610		236.20	1099:	
						A3537114	54610		176.80	1099:	
						A3567144	54610	3000	63.00	1099:	
						A3567144	54610	3000	21.88	1099:	
						F3638334	54610		13.45	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
4701	00000 SARATOGA PUBLISH	163836 163836		164797	18MAY2	330.00	.00	.00		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3567154 54600		330.00	1099:	
ACCT 1200	DEPT 6000	DUE 05/15/2018	DESC:2529							
5 CASE STREET	SARATOGA SPRINGS NY 12866									
7562	00000 GOLDBERGER AND K	163837 163837	180409	164798	18MAY2	1,968.50	.00	13,031.50		
CASH A	2018/05	INV 05/10/2018	SEP-CHK: N	DISC: .00		A3011424 54720		1,968.50	1099:	
ACCT 1200	DEPT 1000	DUE 05/15/2018	DESC:4/30/18							
39 NORTH PEARL ST., STE. 201	ALBANY NY 12207									
198 APPROVED UNPAID INVOICES				TOTAL		319,140.79				
198 INVOICE(S)				REPORT POST TOTAL		319,140.79				

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# ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2018 05	A044	A	-04-4-0000-0-41640 -	AMBULANCE TRANS	172.08 REV .00
	A046	A	-04-6-0000-0-42001 -	RECREATIONAL FE	150.00 REV .00
	A046	A	-04-6-0000-0-42024 -	INDOOR REC FACI	95.00 REV .00
	A3011214	A	-30-1-1210-4-54110 -	OFFICE SUPPLIES	122.97 316.29
	A3011214	A	-30-1-1210-4-54250 -	CONFERENCE REGI	312.50 -312.50
	A3011424	A	-30-1-1420-4-54720 -	SERVICE CONTRAC	12,939.00 1,647.50
	A3011434	A	-30-1-1430-4-54620 -	RENTAL	450.00 .00
	A3011478	A	-30-1-1431-8-58016 -	DENTAL PREMIUMS	25.80 180.44
	A3021314	A	-30-2-1310-4-54110 -	OFFICE SUPPLIES	74.94 6,175.16
	A3021314	A	-30-2-1310-4-54250 -	CONFERENCE REGI	570.00 130.00
	A3021384	A	-30-2-1391-4-54720 -	MORGAN ST PROF	24,500.00 49,000.00
	A3021694	A	-30-2-1681-4-54740 -	SERVICE CONTRAC	3,329.08 17,844.72
	A3031444	A	-30-3-1440-4-54520 -	GAS & OIL	380.64 551.76
	A3031444	A	-30-3-1440-4-54725 -	SERVICE CONTRAC	2,126.25 5,995.94
	A3031494	A	-30-3-1490-4-54110 -	OFFICE SUPPLIES	183.11 1,433.54
	A3031494	A	-30-3-1490-4-54740 -	SERVICE CONTRAC	35.05 427.46
	A3031624	A	-30-3-1620-4-54140 -	JANITORIAL SUPP	910.91 5,145.19
	A3031624	A	-30-3-1620-4-54180 -	OTHER SUPPLIES	94.90 3,945.33
	A3031624	A	-30-3-1620-4-54610 -	REPAIRS & MAINT	1,462.78 22,016.27
	A3031624	A	-30-3-1620-4-54650 -	UTILITIES	2,378.33 34,078.97
	A3031654	A	-30-3-1623-4-54140 -	JANITORIAL SUPP	298.44 639.16
	A3031654	A	-30-3-1623-4-54180 -	OTHER SUPPLIES	8.98 4,243.97
	A3031654	A	-30-3-1623-4-54210 -	GARAGE SUPPLIES	214.84 467.94
	A3031654	A	-30-3-1623-4-54610 -	REPAIRS & MAINT	561.74 3,516.51
	A3031654	A	-30-3-1623-4-54650 -	UTILITIES	1,216.45 24,478.68
	A3051354	A	-30-5-1355-4-54520 -	GAS & OIL	12.36 159.91
	A3051354	A	-30-5-1355-4-54720 -	SERVICE CONTRAC	3,990.83 .00
	A3051414	A	-30-5-1410-4-54110 -	OFFICE SUPPLIES	50.41 3,401.92
	A3051414	A	-30-5-1410-4-54490 -	GENERAL ADVERTI	230.69 5,742.89
	A3051414	A	-30-5-1410-4-54573 -	RISK-SAFETY PRO	9,632.46 29,156.93
	A3051414	A	-30-5-1410-4-54740 -	SERVICE CONTRAC	30.86 801.67
	A3113624	A	-31-1-3620-4-54520 -	GAS & OIL	134.49 580.64
	A3113624	A	-31-1-3620-4-54725 -	SERVICE CONTRAC	3,825.00 10,220.00
	A3143014	A	-31-4-3010-4-54110 -	OFFICE SUPPLIES	105.68 815.89
	A3143014	A	-31-4-3010-4-54720 -	SERVICE CONTRAC	3,150.00 15,507.00
	A3143014	A	-31-4-3010-4-54802 -	COMPLUS PARK TI	5,777.69 24,000.00
	A3143032	A	-31-4-3021-2-52200 -	OFFICE EQUIPMEN	2,494.00 506.00
	A3143122	A	-31-4-3120-2-52620 -	POLICE EQUIPMEN	1,599.13 42,201.25
	A3143124	A	-31-4-3120-4-54110 -	OFFICE SUPPLIES	94.29 3,391.63
	A3143124	A	-31-4-3120-4-54160 -	UNIFORMS	1,659.49 59,710.11
	A3143124	A	-31-4-3120-4-54180 -	OTHER SUPPLIES	465.22 10,433.17
	A3143124	A	-31-4-3120-4-54510 -	REPAIRS & MAINT	3,982.34 42,808.28
	A3143124	A	-31-4-3120-4-54520 -	GAS & OIL	6,461.48 45,579.23
	A3143124	A	-31-4-3120-4-54650 -	UTILITIES	80.72 939.36
	A3143124	A	-31-4-3120-4-54670 -	PHONES	460.06 28,301.35
	A3143124	A	-31-4-3120-4-54720 -	SERVICE CONTRAC	841.23 53,881.45
	A3143124	A	-31-4-3120-4-54740 -	SERVICE CONTRAC	862.55 69,718.05
	A3143124	A	-31-4-3120-4-54970 -	K-9 CARE	522.17 23,462.69
	A3143124	A	-31-4-3120-4-54979 -	HORSE CARE	596.85 4,743.08
	A3143314	A	-31-4-3310-4-54390 -	MAINTENANCE SUP	310.99 5,154.58
	A3143314	A	-31-4-3310-4-54510 -	REPAIRS & MAINT	426.05 4,548.92

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# ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
	A3143314	A -31-4-3310-4-54610 -	REPAIRS & MAINT	130.14	1,250.11
	A3143314	A -31-4-3310-4-54740 -	SERVICE CONTRAC	99.99	667.65
	A3143314	A -31-4-3310-4-54751 -	UTILITIES TRAFF	720.98	18,937.57
	A3143314	A -31-4-3310-4-54961 -	SIGNS & POSTS	1,197.20	22,196.36
	A3143414	A -31-4-3410-4-54110 -	OFFICE SUPPLIES	835.92	2,503.23
	A3143414	A -31-4-3410-4-54150 -	EMS SUPPLIES	553.05	9,822.90
	A3143414	A -31-4-3410-4-54200 -	HOUSE SUPPLIES	1,073.80	4,467.13
	A3143414	A -31-4-3410-4-54330 -	REPAIRS & MAINT	501.14	4,013.10
	A3143414	A -31-4-3410-4-54510 -	REPAIRS & MAINT	6,876.67	32,187.62
	A3143414	A -31-4-3410-4-54520 -	GAS & OIL	2,159.29	10,671.49
	A3143624	A -31-4-3620-4-54160 -	UNIFORMS	144.00	226.00
	A3335012	A -33-3-5010-2-52300 -	MISCELLANEOUS E	1,097.61	4,862.99
	A3335014	A -33-3-5010-4-54100 -	RUBBLE BLACKTOP	5,520.13	10,000.00
	A3335014	A -33-3-5010-4-54180 -	OTHER SUPPLIES	1,287.88	30,699.33
	A3335014	A -33-3-5010-4-54320 -	TOOLS	1,169.07	1,178.96
	A3335014	A -33-3-5010-4-54400 -	SALT & SAND	2,436.95	.00
	A3335014	A -33-3-5010-4-54510 -	REPAIRS & MAINT	8,919.80	98,178.98
	A3335014	A -33-3-5010-4-54520 -	GAS & OIL	5,932.79	53,220.68
	A3335124	A -33-3-5111-4-54400 -	SALT & SAND	6,085.39	35,000.00
	A3335124	A -33-3-5111-4-54520 -	GAS & OIL	2,506.17	10,739.95
	A3335184	A -33-3-5182-4-54750 -	STREET LIGHTING	34,999.77	296,068.74
	A3335654	A -33-3-5650-4-54650 -	UTILITIES	362.08	8,587.61
	A3416314	A -34-1-6310-4-54650 -	UTILITIES	270.76	2,647.08
	A3537114	A -35-3-7110-4-54180 -	OTHER SUPPLIES	1,697.68	5,237.69
	A3537114	A -35-3-7110-4-54610 -	REPAIRS & MAINT	627.94	9,044.04
	A3537114	A -35-3-7110-4-54650 -	UTILITIES	2,896.46	35,355.46
	A3567144	A -35-6-7140-4-54140 -3000	JANITORIAL SUPP	745.87	508.43
	A3567144	A -35-6-7140-4-54180 -3000	OTHER SUPPLIES	2,500.71	9,968.36
	A3567144	A -35-6-7140-4-54510 -3000	REPAIRS & MAINT	23.79	5,236.12
	A3567144	A -35-6-7140-4-54520 -3000	GAS & OIL	706.20	6,156.71
	A3567144	A -35-6-7140-4-54610 -3000	REPAIRS & MAINT	351.30	2,417.80
	A3567144	A -35-6-7140-4-54650 -3000	UTILITIES	756.65	12,127.37
	A3567144	A -35-6-7140-4-54720 -3000	SERVICE CONTRAC	1,103.73	6,496.00
	A3567144	A -35-6-7140-4-54740 -	SERVICE CONTRAC	291.99	9,019.92
	A3567154	A -35-6-7150-4-54180 -	OTHER SUPPLIES	1,683.75	3,856.97
	A3567154	A -35-6-7150-4-54350 -	POOL	620.00	955.00
	A3567154	A -35-6-7150-4-54600 -	ADVERTISING	330.00	777.50
	A3567174	A -35-6-7171-4-54180 -3000	OTHER SUPPLIES	102.50	1,894.84
	A3567184	A -35-6-7180-4-54610 -3000	REPAIRS & MAINT	1,157.01	11,533.50
	A3567194	A -35-6-7181-4-54140 -3000	JANITORIAL SUPP	1,308.71	2,226.14
	A3567194	A -35-6-7181-4-54180 -3000	OTHER SUPPLIES	84.22	3,999.23
	A3567194	A -35-6-7181-4-54610 -3000	REPAIRS & MAINT	328.00	13,957.94
	A3567194	A -35-6-7181-4-54650 -3000	UTILITIES	2,073.30	108,008.70
	A3618684	A -36-1-8687-4-54250 -	CONFERENCE REGI	312.50	2,047.50
	A3618684	A -36-1-8687-4-54720 -8020	SERVICE CONTRAC	1,512.50	1,345.15
	A3638184	A -36-3-8180-4-54180 -	OTHER SUPPLIES	98.88	289.00
	A3638194	A -36-3-8185-4-54520 -	GAS & OIL	976.53	10,330.14
	A3638194	A -36-3-8185-4-54650 -	UTILITIES	516.52	538.21
	A3638564	A -36-3-8560-4-54180 -	OTHER SUPPLIES	1,244.48	1,434.14
	A3638564	A -36-3-8560-4-54520 -	GAS & OIL	764.30	4,206.42
	A3719068	A -37-1-9060-8-58016 -	DENTAL PREMIUMS	667.71	4,688.89



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# ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
	A3729068	A -37-2-9060-8-58016 -	DENTAL PREMIUMS	190.97	1,336.85
	A3739068	A -37-3-9060-8-58016 -	DENTAL PREMIUMS	1,615.26	11,177.01
	A3749068	A -37-4-9060-8-58016 -	DENTAL PREMIUMS	2,791.60	19,708.36
	A3759068	A -37-5-9060-8-58016 -	DENTAL PREMIUMS	116.52	810.60
	A3769068	A -37-6-9060-8-58016 -	DENTAL PREMIUMS	268.65	1,879.71
	A3769068	A -37-6-9060-8-58016 -3000	DENTAL PREMIUMS	38.84	267.16
	E	E -2615 -	CUSTOMER DEPOSI	3,250.00	BAL .00
	E3577164	E -35-7-7160-4-54140 -	JANITORIAL SUPP	884.60	24,222.56
	E3577164	E -35-7-7160-4-54201 -	BUSINESS EXPENS	3,631.35	6,208.05
	E3577164	E -35-7-7160-4-54202 -	CLIENT EXPENSES	1,105.00	15,191.50
	E3577164	E -35-7-7160-4-54520 -	GAS & OIL	47.35	441.72
	E3577164	E -35-7-7160-4-54610 -	REPAIRS & MAINT	2,919.00	22,163.46
	E3577164	E -35-7-7160-4-54650 -	UTILITIES	843.46	112,669.60
	E3577164	E -35-7-7160-4-54720 -	SERVICE CONTRAC	6,148.96	17,920.00
	E3577164	E -35-7-7160-4-54792 -	MISCELLANEOUS	330.00	2,950.32
	E3577168	E -35-7-7160-8-58010 -	HOSPITALIZATION	18,486.95	135,361.13
	F3638314	F -36-3-8310-4-54720 -	SERVICE CONTRAC	338.00	17,582.06
	F3638324	F -36-3-8320-4-54650 -	UTILITIES	325.65	36,832.22
	F3638334	F -36-3-8330-4-54141 -	CHEMICALS	1,216.00	143,504.60
	F3638334	F -36-3-8330-4-54250 -	CONFERENCE REGI	380.00	455.00
	F3638334	F -36-3-8330-4-54520 -	GAS & OIL	234.69	2,640.63
	F3638334	F -36-3-8330-4-54610 -	REPAIRS & MAINT	13.45	13,476.39
	F3638334	F -36-3-8330-4-54650 -	UTILITIES	16,726.23	332,721.54
	F3638344	F -36-3-8340-4-54520 -	GAS & OIL	553.00	6,724.03
	F3638354	F -36-3-8341-4-54180 -	OTHER SUPPLIES	431.85	45,835.89
	F3638354	F -36-3-8341-4-54510 -	REPAIRS & MAINT	144.05	1,837.91
	F3638354	F -36-3-8341-4-54520 -	GAS & OIL	58.79	19,930.19
	F3739068	F -37-3-9060-8-58016 -	DENTAL PREMIUMS	655.84	4,957.62
	G3638114	G -36-3-8110-4-54510 -	REPAIRS & MAINT	119.39	7,380.61
	G3638114	G -36-3-8110-4-54520 -	GAS & OIL	188.13	67.41
	G3638124	G -36-3-8120-4-54331 -	REPAIRS & MAINT	74.25	14,714.27
	G3638124	G -36-3-8120-4-54510 -	REPAIRS & MAINT	94.08	12,531.36
	G3638124	G -36-3-8120-4-54520 -	GAS & OIL	466.00	4,219.97
	G3638124	G -36-3-8120-4-54650 -	UTILITIES	3,186.98	37,780.07
	G3739068	G -37-3-9060-8-58016 -	DENTAL PREMIUMS	302.76	3,233.18
	H3143412	H -31-4-3410-2-52000 -1232	LADDER TRUCK	344.55	30.00
	H3146952	H -31-4-6950-2-52000 -1245	CAPITAL PROJECT	9,734.41	.00
	H3517114	H -35-1-7110-4-54720 -1069	REC FACILITY DE	2,770.00	.00
	H3517142	H -35-1-7140-2-52000 -1252	CAPITAL PROJECT	13,629.12	.00
	H3638332	H -36-3-8330-2-52000 -1248	CAPITAL PROJECT	9,750.00	333,354.17
	Y3618654	Y -36-1-8676-4-54931 -439	CATHOLIC FAMILY	557.92	-1,673.76
	Y3618654	Y -36-1-8676-4-54973 -437	WELLSPRING	2,902.50	-2,902.50
	Y3618664	Y -36-1-8668-4-54951 -398	RESIDENTIAL REH	500.00	-6,410.00

REPORT TOTALS

319,140.79

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2018 5 171										
API A3011214-54110							OFFICE SUPPLIES		13.47	
05/15/2018 W 18MAY2				003203		163684	51284316			
API E3577164-54720							SERVICE CONTRACTS - PROF SERV		60.00	
05/15/2018 W 18MAY2				004140		163629	1418			
API A3051414-54573							RISK-SAFETY PROGRAMMING		4,664.50	
05/15/2018 W 18MAY2				007534	180222	163630	47753			
POL A3051414-54573							RISK-SAFETY PROGRAMMING	4		4,664.50
05/15/2018 LIQ/INV				007534	180222	163630	47753	2018		
API H3146952-52000-1245							CAPITAL PROJECT OUTLAY		4,729.41	
05/15/2018 W 18MAY2				007534	180277	163631	CITYSAR			
POL H3146952-52000-1245							CAPITAL PROJECT OUTLAY	4		4,729.41
05/15/2018 LIQ/INV				007534	180277	163631	CITYSAR	2018		
API A3335014-54510							REPAIRS & MAINTENANCE VEHICLE		160.00	
05/15/2018 W 18MAY2				002785		163633	S1100			
API A3335014-54510							REPAIRS & MAINTENANCE VEHICLE		222.80	
05/15/2018 W 18MAY2				002785		163634	0768497			
API A3143124-54510							REPAIRS & MAINTENANCE VEHICLE		647.92	
05/15/2018 W 18MAY2				002785		163635	S8575			
API A3335014-54510							REPAIRS & MAINTENANCE VEHICLE		920.00	
05/15/2018 W 18MAY2				002785		163636	S1100			
API A3335014-54510							REPAIRS & MAINTENANCE VEHICLE		520.00	
05/15/2018 W 18MAY2				000023		163637	4/2/18			
API A3011214-54110							OFFICE SUPPLIES		109.50	
05/15/2018 W 18MAY2				000070		163638	5/1/18			
API A3031494-54110							OFFICE SUPPLIES		142.50	
05/15/2018 W 18MAY2				000070		163639	5/1/18			
API A3143414-54110							OFFICE SUPPLIES		420.00	
05/15/2018 W 18MAY2				000070		163640	4/20/18			
API A3143314-54390							MAINTENANCE SUPPLIES		189.67	
05/15/2018 W 18MAY2				005400		163641	2581569			
API E3577164-54720							SERVICE CONTRACTS - PROF SERV		66.00	
05/15/2018 W 18MAY2				005044		163642	023980			
API A3143124-54180							OTHER SUPPLIES		25.99	
05/15/2018 W 18MAY2				000031		163643	2288			
API A3143124-54180							OTHER SUPPLIES		7.69	
05/15/2018 W 18MAY2				000031		163643	2288			
API A3143414-54200							HOUSE SUPPLIES		27.98	
05/15/2018 W 18MAY2				000031		163643	2288			
API A3143414-54200							HOUSE SUPPLIES		18.07	
05/15/2018 W 18MAY2				000031		163643	2288			
API H3143412-52000-1232							LADDER TRUCK		174.27	
05/15/2018 W 18MAY2				001941	180338	163644	30662			
POL H3143412-52000-1232							LADDER TRUCK	4		174.27
05/15/2018 LIQ/INV				001941	180338	163644	30662	2018		
API A3051414-54573							RISK-SAFETY PROGRAMMING		467.96	
05/15/2018 W 18MAY2				007550		163645	A1VOYW9N1NCU0Y			
API H3517114-54720-1069							REC FACILITY DESIGN AND CONST		2,770.00	

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		05/15/2018 W	18MAY2	007819	180104	163646	4/26/18			
POL	H3517114-54720-1069						REC FACILITY DESIGN AND CONST	4		2,770.00
		05/15/2018 LIQ/INV		007819	180104	163646	4/26/18	2018		
API	E3577164-54140						JANITORIAL SUPPLIES		606.25	
		05/15/2018 W	18MAY2	007532	180329	163647	3286828			
POL	E3577164-54140						JANITORIAL SUPPLIES	4		662.50
		05/15/2018 LIQ/INV		007532	180329	163647	3286828	2018		
API	A3143122-52620						POLICE EQUIPMENT		1,025.98	
		05/15/2018 W	18MAY2	005615	171870	163648	123425			
POL	A3143122-52620						POLICE EQUIPMENT	4		1,025.98
		05/15/2018 LIQ/INV		005615	171870	163648	123425	2017		
API	A3021314-54110						OFFICE SUPPLIES		48.00	
		05/15/2018 W	18MAY2	007889	180354	163649	4/27/18			
POL	A3021314-54110						OFFICE SUPPLIES	4		48.00
		05/15/2018 LIQ/INV		007889	180354	163649	4/27/18	2018		
API	A3143414-54330						REPAIRS & MAINTENANCE EQUIPMEN		102.81	
		05/15/2018 W	18MAY2	000086		163650	5/2/18			
API	A3143414-54330						REPAIRS & MAINTENANCE EQUIPMEN		398.33	
		05/15/2018 W	18MAY2	000086		163651	3/13/18			
API	E3577164-54201						BUSINESS EXPENSE/SALES		31.35	
		05/15/2018 W	18MAY2	007337		163652	TAXES			
API	H3638332-52000-1248						CAPITAL PROJECT OUTLAY		4,550.00	
		05/15/2018 W	18MAY2	000113	171850	163653	539.042.001			
POL	H3638332-52000-1248						CAPITAL PROJECT OUTLAY	4		4,550.00
		05/15/2018 LIQ/INV		000113	171850	163653	539.042.001	2017		
API	H3638332-52000-1248						CAPITAL PROJECT OUTLAY		5,200.00	
		05/15/2018 W	18MAY2	000113	171850	163654	539.042.001			
POL	H3638332-52000-1248						CAPITAL PROJECT OUTLAY	4		5,200.00
		05/15/2018 LIQ/INV		000113	171850	163654	539.042.001	2017		
API	A044-41640						AMBULANCE TRANSPORT CHARGES		85.83	
		05/15/2018 W	18MAY2	007911		163655	5/2/18			
API	A044-41640						AMBULANCE TRANSPORT CHARGES		86.25	
		05/15/2018 W	18MAY2	007911		163656	3/1/18			
API	E3577164-54202						CLIENT EXPENSES		1,105.00	
		05/15/2018 W	18MAY2	007435		163657	2/9/18			
API	E-2615						CUSTOMER DEPOSITS		1,000.00	
		05/15/2018 W	18MAY2	007894		163658	REFUND CATERING			
API	A3335014-54180						OTHER SUPPLIES		715.00	
		05/15/2018 W	18MAY2	001909		163659	4/15/18			
API	A3143414-54150						EMS SUPPLIES		553.05	
		05/15/2018 W	18MAY2	004542	180288	163660	82859275			
POL	A3143414-54150						EMS SUPPLIES	4		553.05
		05/15/2018 LIQ/INV		004542	180288	163660	82859275	2018		
API	E3577164-54610						REPAIRS & MAINTENANCE BUILDING		2,166.00	
		05/15/2018 W	18MAY2	001855		163661	0066			
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		450.00	
		05/15/2018 W	18MAY2	001729		163662	4/18/18			
API	A046-42001						RECREATIONAL FEES		150.00	
		05/15/2018 W	18MAY2	007896		163664	REFUND SOCCER			

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API	A3031624-54610	05/15/2018 W	18MAY2	000139		163665	REPAIRS & MAINTENANCE BUILDING 3691		42.63	
API	A3031654-54610	05/15/2018 W	18MAY2	000139		163665	REPAIRS & MAINTENANCE BUILDING 3691		25.21	
API	A3031654-54610	05/15/2018 W	18MAY2	000139		163665	REPAIRS & MAINTENANCE BUILDING 3691		369.38	
API	A3537114-54610	05/15/2018 W	18MAY2	000139		163665	REPAIRS & MAINTENANCE BUILDING 3691		28.25	
API	A3567144-54610-3000	05/15/2018 W	18MAY2	000139		163665	REPAIRS & MAINTENANCE BUILDING 3691		243.59	
API	Y3618654-54931-439	05/15/2018 W	18MAY2	000129		163667	CATHOLIC FAMILY SERVICES 2017 CDBG	Y	557.92	
API	A3143124-54160	05/15/2018 W	18MAY2	001852		163668	UNIFORMS CLOTHING REIMB		537.90	
API	E3577168-58010	05/15/2018 W	18MAY2	005598		163669	HOSPITALIZATION 10013542		18,486.95	
API	A3567174-54180-3000	05/15/2018 W	18MAY2	001650		163670	OTHER SUPPLIES 4/24/18		102.50	
API	A3031444-54725	05/15/2018 W	18MAY2	000825	171537	163671	SERVICE CONTRACTS ENGINEERING 31704.08		613.00	
POL	A3031444-54725	05/15/2018 LIQ/INV		000825	171537	163671	SERVICE CONTRACTS ENGINEERING 4 31704.08 2017			613.00
API	A3113624-54725	05/15/2018 W	18MAY2	000825		163672	SERVICE CONTRACTS ENGINEERING 31804.03		750.00	
API	A3113624-54725	05/15/2018 W	18MAY2	000825		163673	SERVICE CONTRACTS ENGINEERING 31804.05		750.00	
API	A3113624-54725	05/15/2018 W	18MAY2	000825		163674	SERVICE CONTRACTS ENGINEERING 31804.02		1,500.00	
API	A3143124-54979	05/15/2018 W	18MAY2	003776		163675	HORSE CARE 567877		96.85	
API	A3031444-54725	05/15/2018 W	18MAY2	000825	180312	163676	SERVICE CONTRACTS ENGINEERING 31804.04		1,513.25	
POL	A3031444-54725	05/15/2018 LIQ/INV		000825	180312	163676	SERVICE CONTRACTS ENGINEERING 4 31804.04 2018			1,513.25
API	A3011214-54250	05/15/2018 W	18MAY2	007067		163677	CONFERENCE REGISTRATION 2/16/18	Y	312.50	
API	A3618684-54250	05/15/2018 W	18MAY2	007067		163677	CONFERENCE REGISTRATION 2/16/18		312.50	
API	A3335014-54510	05/15/2018 W	18MAY2	004904		163679	REPAIRS & MAINTENANCE VEHICLE 287902 0001		1,106.47	
API	A3143124-54160	05/15/2018 W	18MAY2	006641		163680	UNIFORMS CLOTHING REIMB		364.84	
API	A3143014-54802	05/15/2018 W	18MAY2	005027	180212	163681	COMPLUS PARK TICKET COLL FEE 4/30/18		5,777.69	
POL	A3143014-54802	05/15/2018 LIQ/INV		005027	180212	163681	COMPLUS PARK TICKET COLL FEE 4 4/30/18 2018			5,777.69
API	A3031624-54180	05/15/2018 W	18MAY2	005853		163682	OTHER SUPPLIES SARADPW		50.00	
API	A3143014-54720						SERVICE CONTRACTS - PROF SERV		3,150.00	

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		05/15/2018 W	18MAY2	000152	180215	163683	118018-2			
POL	A3143014-54720						SERVICE CONTRACTS - PROF SERV	4		3,150.00
		05/15/2018 LIQ/INV		000152	180215	163683	118018-2	2018		
API	A3021314-54110						OFFICE SUPPLIES		26.94	
		05/15/2018 W	18MAY2	003203		163685	51284318			
API	A3051414-54110						OFFICE SUPPLIES		40.41	
		05/15/2018 W	18MAY2	003203		163686	51284317			
API	A3031624-54180						OTHER SUPPLIES		26.94	
		05/15/2018 W	18MAY2	003203		163687	51284311			
API	A3031624-54180						OTHER SUPPLIES		17.96	
		05/15/2018 W	18MAY2	003203		163687	51284311			
API	A3031654-54180						OTHER SUPPLIES		8.98	
		05/15/2018 W	18MAY2	003203		163687	51284311			
API	A3537114-54180						OTHER SUPPLIES		8.98	
		05/15/2018 W	18MAY2	003203		163687	51284311			
API	A3567194-54180-3000						OTHER SUPPLIES		22.45	
		05/15/2018 W	18MAY2	003203		163687	51284311			
API	A3638184-54180						OTHER SUPPLIES		8.98	
		05/15/2018 W	18MAY2	003203		163687	51284311			
API	A3143014-54110						OFFICE SUPPLIES		17.96	
		05/15/2018 W	18MAY2	003203		163688	51284309			
API	A3143014-54110						OFFICE SUPPLIES		17.96	
		05/15/2018 W	18MAY2	003203		163688	51284309			
API	A3143124-54110						OFFICE SUPPLIES		58.37	
		05/15/2018 W	18MAY2	003203		163688	51284309			
API	A3143124-54110						OFFICE SUPPLIES		35.92	
		05/15/2018 W	18MAY2	003203		163688	51284309			
API	A3143414-54200						HOUSE SUPPLIES		67.35	
		05/15/2018 W	18MAY2	003203		163688	51284309			
API	A3143414-54200						HOUSE SUPPLIES		58.37	
		05/15/2018 W	18MAY2	003203		163688	51284309			
API	A3143414-54200						HOUSE SUPPLIES		53.88	
		05/15/2018 W	18MAY2	003203		163688	51284309			
API	A3143414-54200						HOUSE SUPPLIES		31.43	
		05/15/2018 W	18MAY2	003203		163688	51284309			
API	A3567144-54180-3000						OTHER SUPPLIES		134.00	
		05/15/2018 W	18MAY2	004623		163689	4/10/18			
API	A3143124-54160						UNIFORMS		361.26	
		05/15/2018 W	18MAY2	006767		163690	CLOTHING REIMB			
API	A3143314-54390						MAINTENANCE SUPPLIES		121.32	
		05/15/2018 W	18MAY2	002858		163691	4/30/18			
API	A3335184-54750						STREET LIGHTING		40.00	
		05/15/2018 W	18MAY2	002858		163692	18030141			
API	A3335184-54750						STREET LIGHTING		238.56	
		05/15/2018 W	18MAY2	002858		163692	18030141			
API	F3638354-54180						OTHER SUPPLIES		394.85	
		05/15/2018 W	18MAY2	002858		163692	18030141			
API	F3638354-54180						OTHER SUPPLIES		37.00	
		05/15/2018 W	18MAY2	002858		163692	18030141			

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EFF DATE							LINE DESC			
API A3143124-54160							UNIFORMS		67.99	
05/15/2018 W	18MAY2			007515		163693	CLOTHING REIMB			
API A3031494-54740							SERVICE CONTRACTS - EQUIPMENT		35.05	
05/15/2018 W	18MAY2			000172		163694	SSCI05			
API A3567144-54740							SERVICE CONTRACTS - EQUIPMENT		282.06	
05/15/2018 W	18MAY2			000172		163695	SSCI15			
API A3143032-52200							OFFICE EQUIPMENT		2,494.00	
05/15/2018 W	18MAY2			007709	180114	163696	DISPATCH CHAIRS			
POL A3143032-52200							OFFICE EQUIPMENT			2,494.00
05/15/2018 LIQ/INV				007709	180114	163696	DISPATCH CHAIRS	4		
API A3031624-54610							REPAIRS & MAINTENANCE BUILDING	2018	730.16	
05/15/2018 W	18MAY2			003084		163697	4/27/18			
API A3537114-54180							OTHER SUPPLIES		7.95	
05/15/2018 W	18MAY2			002843		163698	NYSAR48330			
API A3021694-54740							SERVICE CONTRACTS - EQUIPMENT		3,024.24	
05/15/2018 W	18MAY2			005574	180021	163699	B11184			
POL A3021694-54740							SERVICE CONTRACTS - EQUIPMENT	4		3,024.24
05/15/2018 LIQ/INV				005574	180021	163699	B11184	2018		
API E3577164-54650							UTILITIES		843.46	
05/15/2018 W	18MAY2			000001		163700	010007			
API A3051354-54720							SERVICE CONTRACTS - PROF SERV		685.89	
05/15/2018 W	18MAY2			004899	171002	163701	10258-0014			
POL A3051354-54720							SERVICE CONTRACTS - PROF SERV	4		685.89
05/15/2018 LIQ/INV				004899	171002	163701	10258-0014	2017		
API A3051354-54720							SERVICE CONTRACTS - PROF SERV		2,239.00	
05/15/2018 W	18MAY2			004899	171002	163702	10258-0014/JDA			
POL A3051354-54720							SERVICE CONTRACTS - PROF SERV	4		2,239.00
05/15/2018 LIQ/INV				004899	171002	163702	10258-0014/JDA	2017		
API A3537114-54610							REPAIRS & MAINTENANCE BUILDING		200.00	
05/15/2018 W	18MAY2			006722		163703	LICENSE REIMB			
API Y3618664-54951-398							RESIDENTIAL REHAB SINGLE FAMIL	Y	500.00	
05/15/2018 W	18MAY2			006778		163704	4/24/18			
API A3335014-54180							OTHER SUPPLIES		180.00	
05/15/2018 W	18MAY2			007279		163705	5528			
API A3051414-54573							RISK-SAFETY PROGRAMMING		4,500.00	
05/15/2018 W	18MAY2			007904	180356	163706	4/30/18			
POL A3051414-54573							RISK-SAFETY PROGRAMMING	4		4,500.00
05/15/2018 LIQ/INV				007904	180356	163706	4/30/18	2018		
API A3567154-54180							OTHER SUPPLIES		243.75	
05/15/2018 W	18MAY2			007560		163707	3/27/18			
API A3567154-54180							OTHER SUPPLIES		1,288.25	
05/15/2018 W	18MAY2			007560	180292	163708	3/27/18			
API A3567154-54180							OTHER SUPPLIES		151.75	
05/15/2018 W	18MAY2			007560		163708	3/27/18			
POL A3567154-54180							OTHER SUPPLIES	4		1,288.25
05/15/2018 LIQ/INV				007560	180292	163708	3/27/18	2018		
API A3638564-54520							GAS & OIL		22.56	
05/15/2018 W	18MAY2			002421		163709	1003133			
API A3638564-54520							GAS & OIL		57.36	

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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	05/15/2018	W 18MAY2	002421		163710	1003133			
	API	A3143124-54160					UNIFORMS		55.50	
	POL	05/15/2018	W 18MAY2	000198	180343	163711	1001581618			
	POL	A3143124-54160					UNIFORMS	4		55.50
	API	05/15/2018	LIQ/INV	000198	180343	163711	1001581618	2018		
	API	A3143124-54160					UNIFORMS		125.50	
	POL	05/15/2018	W 18MAY2	000198	180320	163712	1001581618			
	POL	A3143124-54160					UNIFORMS	4		125.50
	API	05/15/2018	LIQ/INV	000198	180320	163712	1001581618	2018		
	API	A3143624-54160					UNIFORMS		144.00	
	POL	05/15/2018	W 18MAY2	000198	180326	163713	4790676			
	POL	A3143624-54160					UNIFORMS	4		144.00
	API	05/15/2018	LIQ/INV	000198	180326	163713	4790676	2018		
	API	A3143124-54160					UNIFORMS		146.50	
	POL	05/15/2018	W 18MAY2	000198	180322	163714	1001581618			
	POL	A3143124-54160					UNIFORMS	4		146.50
	API	05/15/2018	LIQ/INV	000198	180322	163714	1001581618	2018		
	API	A3051414-54490					GENERAL ADVERTISING		43.10	
	API	05/15/2018	W 18MAY2	000376		163715	90122			
	API	A3051414-54490					GENERAL ADVERTISING		45.31	
	API	05/15/2018	W 18MAY2	000376		163717	90122			
	API	A3537114-54610					REPAIRS & MAINTENANCE BUILDING		75.74	
	API	05/15/2018	W 18MAY2	002269		163718	4/23/18			
	API	A3567184-54610-3000					REPAIRS & MAINTENANCE BUILDING		1,157.01	
	API	05/15/2018	W 18MAY2	007119		163719	F2222			
	API	A3031444-54520					GAS & OIL		380.64	
	API	05/15/2018	W 18MAY2	006207		163720	8097			
	API	A3143414-54520					GAS & OIL		1,062.59	
	API	05/15/2018	W 18MAY2	006207		163720	8097			
	API	A3335014-54520					GAS & OIL		2,925.03	
	API	05/15/2018	W 18MAY2	006207		163720	8097			
	API	A3335124-54520					GAS & OIL		508.60	
	API	05/15/2018	W 18MAY2	006207		163720	8097			
	API	A3567144-54520-3000					GAS & OIL		621.80	
	API	05/15/2018	W 18MAY2	006207		163720	8097			
	API	F3638334-54520					GAS & OIL		234.69	
	API	05/15/2018	W 18MAY2	006207		163720	8097			
	API	F3638344-54520					GAS & OIL		553.00	
	API	05/15/2018	W 18MAY2	006207		163720	8097			
	API	A3051354-54520					GAS & OIL		12.36	
	API	05/15/2018	W 18MAY2	006207		163721	8097			
	API	A3113624-54520					GAS & OIL		134.49	
	API	05/15/2018	W 18MAY2	006207		163721	8097			
	API	A3143124-54520					GAS & OIL		6,408.01	
	API	05/15/2018	W 18MAY2	006207		163721	8097			
	API	A3335014-54520					GAS & OIL		68.88	
	API	05/15/2018	W 18MAY2	006207		163721	8097			
	API	A3638194-54520					GAS & OIL		30.11	
	API	05/15/2018	W 18MAY2	006207		163721	8097			



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API	A3638564-54520	05/15/2018 W	18MAY2	006207		163721	GAS & OIL 8097		4.24	
API	E3577164-54520	05/15/2018 W	18MAY2	006207		163721	GAS & OIL 8097		47.35	
API	G3638124-54520	05/15/2018 W	18MAY2	006207		163721	GAS & OIL 8097		237.51	
API	A3143314-54610	05/15/2018 W	18MAY2	000189		163722	REPAIRS & MAINTENANCE BUILDING 845177179		130.14	
API	H3143412-52000-1232	05/15/2018 W	18MAY2	000189		163723	LADDER TRUCK 845177179		170.28	
API	A3537114-54180	05/15/2018 W	18MAY2	000189		163724	OTHER SUPPLIES 800013294		197.80	
API	A3567144-54180-3000	05/15/2018 W	18MAY2	000191		163725	OTHER SUPPLIES 48300		1,246.76	
API	H3517142-52000-1252	05/15/2018 W	18MAY2	006210		163726	CAPITAL PROJECT OUTLAY ALB-2017166.00	Y	13,629.12	
API	A3011478-58016	05/15/2018 W	18MAY2	007828		163727	DENTAL PREMIUMS 00 544643		25.80	
API	A3719068-58016	05/15/2018 W	18MAY2	007828		163727	DENTAL PREMIUMS 00 544643		667.71	
API	A3729068-58016	05/15/2018 W	18MAY2	007828		163727	DENTAL PREMIUMS 00 544643		190.97	
API	A3739068-58016	05/15/2018 W	18MAY2	007828		163727	DENTAL PREMIUMS 00 544643		1,615.26	
API	F3739068-58016	05/15/2018 W	18MAY2	007828		163727	DENTAL PREMIUMS 00 544643		655.84	
API	G3739068-58016	05/15/2018 W	18MAY2	007828		163727	DENTAL PREMIUMS 00 544643		302.76	
API	A3749068-58016	05/15/2018 W	18MAY2	007828		163727	DENTAL PREMIUMS 00 544643		2,791.60	
API	A3759068-58016	05/15/2018 W	18MAY2	007828		163727	DENTAL PREMIUMS 00 544643		116.52	
API	A3769068-58016	05/15/2018 W	18MAY2	007828		163727	DENTAL PREMIUMS 00 544643		268.65	
API	A3769068-58016-3000	05/15/2018 W	18MAY2	007828		163727	DENTAL PREMIUMS 00 544643		38.84	
API	A3335014-54510	05/15/2018 W	18MAY2	007831		163729	REPAIRS & MAINTENANCE VEHICLE 1289		865.49	
API	A3335014-54510	05/15/2018 W	18MAY2	007831		163729	REPAIRS & MAINTENANCE VEHICLE 1289			34.77
API	A3335014-54510	05/15/2018 W	18MAY2	007831		163729	REPAIRS & MAINTENANCE VEHICLE 1289			3.42
API	A3335014-54510	05/15/2018 W	18MAY2	007831		163729	REPAIRS & MAINTENANCE VEHICLE 1289		168.13	
API	A3335014-54510	05/15/2018 W	18MAY2	007831		163729	REPAIRS & MAINTENANCE VEHICLE 1289		146.63	
API	A3335014-54510	05/15/2018 W	18MAY2	007831		163729	REPAIRS & MAINTENANCE VEHICLE 1289		516.20	
API	F3638354-54510	05/15/2018 W	18MAY2	007831		163729	REPAIRS & MAINTENANCE VEHICLE 1289		144.05	



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		05/15/2018 W	18MAY2	007831		163729	1289			
API	A3031654-54140						JANITORIAL SUPPLIES		298.44	
		05/15/2018 W	18MAY2	000211		163730	7694			
API	A3537114-54180						OTHER SUPPLIES		112.23	
		05/15/2018 W	18MAY2	000205		163731	90-00047 2			
API	A3567194-54180-3000						OTHER SUPPLIES		61.77	
		05/15/2018 W	18MAY2	000205		163731	90-00047 2			
API	A3143124-54180						OTHER SUPPLIES		97.56	
		05/15/2018 W	18MAY2	002439		163732	6035322538801519			
API	E3577164-54720						SERVICE CONTRACTS - PROF SERV		153.00	
		05/15/2018 W	18MAY2	002736		163733	ST-16428			
API	A3638564-54180						OTHER SUPPLIES		863.14	
		05/15/2018 W	18MAY2	007818		163734	271049			
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		395.52	
		05/15/2018 W	18MAY2	006004		163735	1188			
API	A3335014-54320						TOOLS		1,169.07	
		05/15/2018 W	18MAY2	000375		163736	68386			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		627.00	
		05/15/2018 W	18MAY2	007024		163737	34160			
API	A3638194-54520						GAS & OIL		946.42	
		05/15/2018 W	18MAY2	001733		163738	7003318			
API	A3143124-54520						GAS & OIL		53.47	
		05/15/2018 W	18MAY2	001733		163739	7003317			
API	A3143414-54520						GAS & OIL		1,076.70	
		05/15/2018 W	18MAY2	001733		163739	7003317			
API	A3335014-54520						GAS & OIL		2,938.88	
		05/15/2018 W	18MAY2	001733		163739	7003317			
API	A3335124-54520						GAS & OIL		1,997.57	
		05/15/2018 W	18MAY2	001733		163739	7003317			
API	A3567144-54520-3000						GAS & OIL		84.40	
		05/15/2018 W	18MAY2	001733		163739	7003317			
API	A3638564-54520						GAS & OIL		680.14	
		05/15/2018 W	18MAY2	001733		163739	7003317			
API	F3638354-54520						GAS & OIL		58.79	
		05/15/2018 W	18MAY2	001733		163739	7003317			
API	G3638114-54520						GAS & OIL		188.13	
		05/15/2018 W	18MAY2	001733		163739	7003317			
API	G3638124-54520						GAS & OIL		228.49	
		05/15/2018 W	18MAY2	001733		163739	7003317			
API	A3618684-54720-8020						SERVICE CONTRACTS - PROF SERV		1,512.50	
		05/15/2018 W	18MAY2	004204	180116	163740	ADDENDUM FIVE			
POL	A3618684-54720-8020						SERVICE CONTRACTS - PROF SERV 4			1,512.50
		05/15/2018 LIQ/INV		004204	180116	163740	ADDENDUM FIVE 2018			
API	A3011424-54720						SERVICE CONTRACTS - PROF SERV		10,970.50	
		05/15/2018 W	18MAY2	004204		163741	11004-020			
API	G3638114-54510						REPAIRS & MAINTENANCE VEHICLE		119.39	
		05/15/2018 W	18MAY2	000386		163742	6017550			
API	A3021384-54720						MORGAN ST PROF SERV		24,500.00	
		05/15/2018 W	18MAY2	001418		163743	2ND QTR 2018			

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API	A3143124-54720	05/15/2018 W	18MAY2	006615		163744	SERVICE CONTRACTS - PROF SERV 5/1/18		135.00	
API	A3335014-54400	05/15/2018 W	18MAY2	006960	180014	163746	SALT & SAND 5379818		2,436.95	
POL	A3335014-54400	05/15/2018 LIQ/INV		006960	180014	163746	SALT & SAND 5379818	4 2018		2,436.95
API	A3335124-54400	05/15/2018 W	18MAY2	006960	180270	163747	SALT & SAND 5379818		6,085.39	
POL	A3335124-54400	05/15/2018 LIQ/INV		006960	180270	163747	SALT & SAND 5379818	4 2018		6,085.39
API	E3577164-54720	05/15/2018 W	18MAY2	006512		163749	SERVICE CONTRACTS - PROF SERV SS14		119.91	
API	A3416314-54650	05/15/2018 W	18MAY2	000319		163750	UTILITIES DPW		270.76	
API	F3638324-54650	05/15/2018 W	18MAY2	000319		163750	UTILITIES DPW		325.65	
API	A3335654-54650	05/15/2018 W	18MAY2	000319		163750	UTILITIES DPW		362.08	
API	A3638194-54650	05/15/2018 W	18MAY2	000319		163750	UTILITIES DPW		516.52	
API	A3567144-54650-3000	05/15/2018 W	18MAY2	000319		163750	UTILITIES DPW		756.65	
API	G3638124-54650	05/15/2018 W	18MAY2	000319		163750	UTILITIES DPW		1,237.61	
API	G3638124-54650	05/15/2018 W	18MAY2	000319		163750	UTILITIES DPW		1,949.37	
API	A3567194-54650-3000	05/15/2018 W	18MAY2	000319		163750	UTILITIES DPW		2,073.30	
API	A3031624-54650	05/15/2018 W	18MAY2	000319		163750	UTILITIES DPW		2,378.33	
API	A3537114-54650	05/15/2018 W	18MAY2	000319		163750	UTILITIES DPW		2,896.46	
API	F3638334-54650	05/15/2018 W	18MAY2	000319		163750	UTILITIES DPW		16,726.23	
API	A3335184-54750	05/15/2018 W	18MAY2	000319		163750	STREET LIGHTING DPW		34,721.21	
API	A3031654-54650	05/15/2018 W	18MAY2	000319		163750	UTILITIES DPW		1,216.45	
API	A3143314-54751	05/15/2018 W	18MAY2	000319		163751	UTILITIES TRAFFIC LIGHTS DPS		66.04	
API	A3143124-54650	05/15/2018 W	18MAY2	000319		163751	UTILITIES DPS		80.72	
API	A3143314-54751	05/15/2018 W	18MAY2	000319		163751	UTILITIES TRAFFIC LIGHTS DPS		109.46	
API	A3143314-54751	05/15/2018 W	18MAY2	000319		163751	UTILITIES TRAFFIC LIGHTS DPS		142.58	
API	A3143314-54751	05/15/2018 W	18MAY2	000319		163751	UTILITIES TRAFFIC LIGHTS DPS		186.56	
API	A3143314-54751	05/15/2018 W	18MAY2	000319		163751	UTILITIES TRAFFIC LIGHTS DPS		216.34	

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API	A046-42024	05/15/2018 W	18MAY2	000319		163751	DPS			
API	A3143314-54961	05/15/2018 W	18MAY2	007901		163752	INDOOR REC FACILITY RENT		45.00	
API	A3335014-54510	05/15/2018 W	18MAY2	000309		163753	REFUND BASKETBALL			
API	A3335014-54510	05/15/2018 W	18MAY2	001152		163754	SIGNS & POSTS		1,197.20	
API	A3567144-54510-3000	05/15/2018 W	18MAY2	001152		163754	SAR-03-004			
API	F3638314-54720	05/15/2018 W	18MAY2	001152		163754	REPAIRS & MAINTENANCE VEHICLE		76.76	
API	A3335012-52300	05/15/2018 W	18MAY2	006302		163755	186847F			
API	A3021314-54250	05/15/2018 W	18MAY2	000691		163756	REPAIRS & MAINTENANCE VEHICLE		353.45	
API	E3577164-54140	05/15/2018 W	18MAY2	000305		163757	186847F			
POL	E3577164-54140	05/15/2018 W	18MAY2	000308	180340	163758	REPAIRS & MAINTENANCE VEHICLE		23.79	
API	F3638334-54250	05/15/2018 W	18MAY2	000795		163759	SERVICE CONTRACTS - PROF SERV		208.00	
API	F3638334-54250	05/15/2018 W	18MAY2	000795		163760	3/18/18			
API	A046-42024	05/15/2018 W	18MAY2	007890		163761	MISCELLANEOUS EQUIPMENT		1,097.61	
API	A3335014-54180	05/15/2018 W	18MAY2	000327		163762	101251			
API	A3335014-54100	05/15/2018 W	18MAY2	000327	180279	163763	CONFERENCE REGISTRATION		570.00	
POL	A3335014-54100	05/15/2018 W	18MAY2	000327	180279	163763	J4Q5D57			
API	A3335014-54100	05/15/2018 W	18MAY2	000327	180279	163764	JANITORIAL SUPPLIES		166.80	
POL	A3335014-54100	05/15/2018 W	18MAY2	000327	180279	163764	19475			
API	A3567144-54180-3000	05/15/2018 W	18MAY2	006196		163766	JANITORIAL SUPPLIES	4 2018		166.80
API	F3638314-54720	05/15/2018 W	18MAY2	001816		163767	CONFERENCE REGISTRATION		80.00	
API	A3143124-54720	05/15/2018 W	18MAY2	003602		163768	BRETT JOHNSON			
API	A3143124-54740	05/15/2018 W	18MAY2	006294	180236	163769	CONFERENCE REGISTRATION		300.00	
							JOHNSON/MILLER			
							INDOOR REC FACILITY RENT		50.00	
							REFUND PICKLEBALL			
							OTHER SUPPLIES		322.88	
							19018			
							RUBBLE BLACKTOP STONE OIL		358.65	
							19018			
							RUBBLE BLACKTOP STONE OIL	4 2018		358.65
							19018			
							RUBBLE BLACKTOP STONE OIL		1,753.10	
							19018			
							RUBBLE BLACKTOP STONE OIL	4 2018		1,753.10
							19018			
							RUBBLE BLACKTOP STONE OIL		3,408.38	
							19018			
							RUBBLE BLACKTOP STONE OIL	4 2018		3,408.38
							19018			
							OTHER SUPPLIES		631.50	
							4/30/18			
							SERVICE CONTRACTS - PROF SERV		130.00	
							CIT008			
							SERVICE CONTRACTS - PROF SERV		25.58	
							APRIL 2018			
							SERVICE CONTRACTS - EQUIPMENT		665.00	
							(MA), SARAT, SP			

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POL	A3143124-54740	05/15/2018	LIQ/INV	006294	180236	163769	SERVICE CONTRACTS - EQUIPMENT (MA), SARAT, SP	4 2018		665.00
API	A3143124-54979	05/15/2018	W 18MAY2	007324	180384	163770	HORSE CARE 5/7/18		500.00	
POL	A3143124-54979	05/15/2018	LIQ/INV	007324	180384	163770	HORSE CARE 5/7/18	4 2018		500.00
API	H3146952-52000-1245	05/15/2018	W 18MAY2	007612	171384	163771	CAPITAL PROJECT OUTLAY 217139.00		5,005.00	
POL	H3146952-52000-1245	05/15/2018	LIQ/INV	007612	171384	163771	CAPITAL PROJECT OUTLAY 217139.00	4 2017		5,005.00
API	A3143014-54110	05/15/2018	W 18MAY2	000223		163772	OFFICE SUPPLIES 4659857		9.79	
API	A3567144-54740	05/15/2018	W 18MAY2	000223		163773	SERVICE CONTRACTS - EQUIPMENT 4661335		9.93	
API	A3051414-54740	05/15/2018	W 18MAY2	000223	180106	163774	SERVICE CONTRACTS - EQUIPMENT 4659857		30.86	
POL	A3051414-54740	05/15/2018	LIQ/INV	000223	180106	163774	SERVICE CONTRACTS - EQUIPMENT 4659857	4 2018		30.86
API	A3143124-54740	05/15/2018	W 18MAY2	000223		163775	SERVICE CONTRACTS - EQUIPMENT 4659857		44.06	
API	A3143124-54740	05/15/2018	W 18MAY2	000223		163776	SERVICE CONTRACTS - EQUIPMENT 4659909		153.49	
API	E3577164-54140	05/15/2018	W 18MAY2	000409	180328	163777	JANITORIAL SUPPLIES 4/20/18		111.55	
POL	E3577164-54140	05/15/2018	LIQ/INV	000409	180328	163777	JANITORIAL SUPPLIES 4/20/18	4 2018		111.55
API	A3638564-54180	05/15/2018	W 18MAY2	001857		163778	OTHER SUPPLIES 1036		306.34	
API	A3143124-54510	05/15/2018	W 18MAY2	006851		163779	REPAIRS & MAINTENANCE VEHICLE 4310		84.46	
API	A3143124-54510	05/15/2018	W 18MAY2	006851		163779	REPAIRS & MAINTENANCE VEHICLE 4310		527.28	
API	A3143124-54510	05/15/2018	W 18MAY2	006851		163779	REPAIRS & MAINTENANCE VEHICLE 4310		91.97	
API	A3143124-54510	05/15/2018	W 18MAY2	006851		163779	REPAIRS & MAINTENANCE VEHICLE 4310		24.98	
API	A3143124-54510	05/15/2018	W 18MAY2	006851		163779	REPAIRS & MAINTENANCE VEHICLE 4310		72.00	
API	A3143124-54510	05/15/2018	W 18MAY2	006851		163779	REPAIRS & MAINTENANCE VEHICLE 4310		192.06	
API	A3143124-54510	05/15/2018	W 18MAY2	006851		163779	REPAIRS & MAINTENANCE VEHICLE 4310			76.20
API	A3143124-54510	05/15/2018	W 18MAY2	006851		163779	REPAIRS & MAINTENANCE VEHICLE 4310			54.00
API	A3143124-54510	05/15/2018	W 18MAY2	006851		163779	REPAIRS & MAINTENANCE VEHICLE 4310		29.40	
API	A3143124-54510	05/15/2018	W 18MAY2	006851		163779	REPAIRS & MAINTENANCE VEHICLE 4310		116.70	
API	A3143124-54510	05/15/2018	W 18MAY2	006851		163779	REPAIRS & MAINTENANCE VEHICLE 4310		20.80	

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		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		209.62	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		18.23	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		33.41	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		27.00	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		7.49	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		3.26	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		498.87	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		297.10	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		117.38	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		22.68	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		214.71	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		228.22	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143314-54510						REPAIRS & MAINTENANCE VEHICLE		208.38	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143314-54510						REPAIRS & MAINTENANCE VEHICLE		217.67	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143414-54520						GAS & OIL		20.00	
		05/15/2018 W	18MAY2	006851		163779	4310			
API	A3143124-54180						OTHER SUPPLIES		274.82	
		05/15/2018 W	18MAY2	006943		163780	85994,87168,87221			
API	A3051414-54110						OFFICE SUPPLIES		10.00	
		05/15/2018 W	18MAY2	000016		163781	HENRY JAFFE			
API	A3011434-54620						RENTAL		450.00	
		05/15/2018 W	18MAY2	005226	180353	163782	JUNE 2018			
POL	A3011434-54620						RENTAL	4		450.00
		05/15/2018 LIQ/INV		005226	180353	163782	JUNE 2018	2018		
API	A3567154-54350						POOL		620.00	
		05/15/2018 W	18MAY2	001003	180368	163783	CAMP SARADAC			
POL	A3567154-54350						POOL	4		620.00
		05/15/2018 LIQ/INV		001003	180368	163783	CAMP SARADAC	2018		
API	E-2615						CUSTOMER DEPOSITS		2,250.00	
		05/15/2018 W	18MAY2	002224		163785	RENTAL REFUND			
API	A3335014-54180						OTHER SUPPLIES		70.00	
		05/15/2018 W	18MAY2	000372		163786	4/20/18			
API	A3143124-54970						K-9 CARE		241.31	
		05/15/2018 W	18MAY2	000399		163787	4/30/18			

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API	A3143124-54970	05/15/2018 W	18MAY2	000399		163788	K-9 CARE 208740		280.86	
API	A3051414-54490	05/15/2018 W	18MAY2	000374		163789	GENERAL ADVERTISING 19397		47.18	
API	A3051414-54490	05/15/2018 W	18MAY2	000374		163790	GENERAL ADVERTISING 19397		95.10	
API	E3577164-54720	05/15/2018 W	18MAY2	002787		163791	SERVICE CONTRACTS - PROF SERV 1039997		2,092.53	
API	A3335014-54510	05/15/2018 W	18MAY2	004291		163792	REPAIRS & MAINTENANCE VEHICLE 126549		701.31	
API	E3577164-54201	05/15/2018 W	18MAY2	007555		163793	BUSINESS EXPENSE/SALES 3/23/18		3,600.00	
API	A3537114-54180	05/15/2018 W	18MAY2	000384		163794	OTHER SUPPLIES 4/3/18		34.13	
API	A3143122-52620	05/15/2018 W	18MAY2	000799	180345	163795	POLICE EQUIPMENT 11338		435.00	
POL	A3143122-52620	05/15/2018 LIQ/INV		000799	180345	163795	POLICE EQUIPMENT 11338	4 2018		435.00
API	A3031624-54140	05/15/2018 W	18MAY2	000407		163796	JANITORIAL SUPPLIES 1136000006		167.50	
API	A3031624-54140	05/15/2018 W	18MAY2	000407		163796	JANITORIAL SUPPLIES 1136000006		743.41	
API	A3567144-54140-3000	05/15/2018 W	18MAY2	000407		163796	JANITORIAL SUPPLIES 1136000006		745.87	
API	A3567194-54140-3000	05/15/2018 W	18MAY2	000407		163796	JANITORIAL SUPPLIES 1136000006		486.40	
API	A3567194-54140-3000	05/15/2018 W	18MAY2	000407		163796	JANITORIAL SUPPLIES 1136000006		822.31	
API	A3537114-54180	05/15/2018 W	18MAY2	004166		163797	OTHER SUPPLIES 999-CS		1,320.48	
API	A3567144-54720-3000	05/15/2018 W	18MAY2	000806	180341	163798	SERVICE CONTRACTS - PROF SERV 28		1,103.73	
POL	A3567144-54720-3000	05/15/2018 LIQ/INV		000806	180341	163798	SERVICE CONTRACTS - PROF SERV 28	4 2018		1,103.73
API	A3143414-54200	05/15/2018 W	18MAY2	007061		163799	HOUSE SUPPLIES 879234		816.72	
API	F3638334-54141	05/15/2018 W	18MAY2	000393	171412	163800	CHEMICALS 320564		1,216.00	
POL	F3638334-54141	05/15/2018 LIQ/INV		000393	171412	163800	CHEMICALS 320564	4 2017		1,216.00
API	A3335014-54510	05/15/2018 W	18MAY2	000420		163801	REPAIRS & MAINTENANCE VEHICLE 37943		601.78	
API	A3031654-54210	05/15/2018 W	18MAY2	000424		163802	GARAGE SUPPLIES 02631		214.84	
API	E3577164-54610	05/15/2018 W	18MAY2	000433	180284	163803	REPAIRS & MAINTENANCE BUILDING 4/26/18		753.00	
POL	E3577164-54610	05/15/2018 LIQ/INV		000433	180284	163803	REPAIRS & MAINTENANCE BUILDING 4/26/18	4 2018		753.00
API	A3638564-54180						OTHER SUPPLIES		75.00	

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	API	05/15/2018	W 18MAY2	006557		163804	215924			
	API	05/15/2018	W 18MAY2	000965		163805	OTHER SUPPLIES		16.11	
	API	05/15/2018	W 18MAY2	004157		163806	CITSAR			
	API	05/15/2018	W 18MAY2	007001		163807	OTHER SUPPLIES		59.16	
	API	05/15/2018	W 18MAY2	007001		163808	4/30/18			
	API	05/15/2018	W 18MAY2	005846	171001	163810	SERVICE CONTRACTS - EQUIPMENT		99.99	
	API	05/15/2018	W 18MAY2	005846	171001	163810	013887001			
	API	05/15/2018	W 18MAY2	005846	171001	163810	SERVICE CONTRACTS - EQUIPMENT		304.84	
	API	05/15/2018	W 18MAY2	005846	171001	163810	020946201			
	API	05/15/2018	W 18MAY2	005846	171001	163810	SERVICE CONTRACTS - PROF SERV		1,065.94	
	POL	05/15/2018	LIQ/INV	005846	171001	163810	30571			
	POL	05/15/2018	LIQ/INV	005846	171001	163810	SERVICE CONTRACTS - PROF SERV	4		1,065.94
	API	05/15/2018	W 18MAY2	001803		163811	30571			
	API	05/15/2018	W 18MAY2	001803		163811	REPAIRS & MAINTENANCE VEHICLE		1,325.79	
	API	05/15/2018	W 18MAY2	003256		163812	14329			
	API	05/15/2018	W 18MAY2	003256		163812	SERVICE CONTRACTS - PROF SERV		193.95	
	API	05/15/2018	W 18MAY2	006244	180219	163814	1290931			
	API	05/15/2018	W 18MAY2	006244	180219	163814	POLICE EQUIPMENT		131.00	
	API	05/15/2018	W 18MAY2	006244	180219	163814	12866SS			
	POL	05/15/2018	LIQ/INV	006244	180219	163814	POLICE EQUIPMENT		7.15	
	POL	05/15/2018	LIQ/INV	006244	180219	163814	12866SS			
	POL	05/15/2018	LIQ/INV	006244	180219	163814	POLICE EQUIPMENT	4		131.00
	API	05/15/2018	W 18MAY2	007223	171238	163815	12866SS			
	API	05/15/2018	W 18MAY2	007223	171238	163815	REPAIRS & MAINTENANCE VEHICLE		2,813.37	
	POL	05/15/2018	LIQ/INV	007223	171238	163815	49891			
	POL	05/15/2018	LIQ/INV	007223	171238	163815	REPAIRS & MAINTENANCE VEHICLE	4		3,743.25
	API	05/15/2018	W 18MAY2	007272	180225	163816	49891			
	API	05/15/2018	W 18MAY2	007272	180225	163816	SERVICE CONTRACTS - PROF SERV	2017		
	POL	05/15/2018	LIQ/INV	007272	180225	163816	2139297		3,657.52	
	POL	05/15/2018	LIQ/INV	007272	180225	163816	SERVICE CONTRACTS - PROF SERV	4		3,657.52
	API	05/15/2018	W 18MAY2	003865		163817	2139297			
	API	05/15/2018	W 18MAY2	003865		163817	OTHER SUPPLIES		488.45	
	API	05/15/2018	W 18MAY2	005493		163818	717257			
	API	05/15/2018	W 18MAY2	005493		163818	REPAIRS & MAINTENANCE VEHICLE		154.32	
	API	05/15/2018	W 18MAY2	005493		163818	1840			
	API	05/15/2018	W 18MAY2	005493		163818	REPAIRS & MAINTENANCE VEHICLE		24.01	
	API	05/15/2018	W 18MAY2	005493		163818	1840			
	API	05/15/2018	W 18MAY2	005493		163818	REPAIRS & MAINTENANCE VEHICLE		32.18	
	API	05/15/2018	W 18MAY2	005493		163818	1840			
	API	05/15/2018	W 18MAY2	005493		163818	REPAIRS & MAINTENANCE VEHICLE		147.80	
	API	05/15/2018	W 18MAY2	005493		163818	1840			
	API	05/15/2018	W 18MAY2	005493		163818	REPAIRS & MAINTENANCE VEHICLE		69.35	
	API	05/15/2018	W 18MAY2	005493		163818	1840			
	API	05/15/2018	W 18MAY2	005493		163818	REPAIRS & MAINTENANCE VEHICLE		57.79	
	API	05/15/2018	W 18MAY2	005493		163818	1840			
	API	05/15/2018	W 18MAY2	005493		163818	REPAIRS & MAINTENANCE VEHICLE		36.29	
	API	05/15/2018	W 18MAY2	005697	180241	163819	1840			
	API	05/15/2018	W 18MAY2	005697	180241	163819	REPAIRS & MAINTENANCE VEHICLE		2,816.36	
	API	05/15/2018	W 18MAY2	005697	180241	163819	SSFD			



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POL	A3143414-54510	05/15/2018	LIQ/INV	005697	180241	163819	REPAIRS & MAINTENANCE VEHICLE 4 SSFD 2018			2,816.36
API	A3143124-54670	05/15/2018	W 18MAY2	001927		163820	PHONES 5185840661828249		40.64	
API	A3143124-54670	05/15/2018	W 18MAY2	001927		163821	PHONES 5185846400685246		40.97	
API	A3143124-54670	05/15/2018	W 18MAY2	001927		163822	PHONES 5185818707789245		61.51	
API	A3143124-54670	05/15/2018	W 18MAY2	001927		163823	PHONES 5185843042705243		316.94	
API	E3577164-54792	05/15/2018	W 18MAY2	007528		163824	MISCELLANEOUS 4121265990220290		330.00	
API	A3143414-54510	05/15/2018	W 18MAY2	000902	180257	163825	REPAIRS & MAINTENANCE VEHICLE 5/4/18		1,246.94	
POL	A3143414-54510	05/15/2018	LIQ/INV	000902	180257	163825	REPAIRS & MAINTENANCE VEHICLE 4 5/4/18 2018			1,246.94
API	A3143014-54110	05/15/2018	W 18MAY2	003346		163826	OFFICE SUPPLIES C1067550		47.68	
API	A3031494-54110	05/15/2018	W 18MAY2	003346		163827	OFFICE SUPPLIES C1067550		40.61	
API	A3638184-54180	05/15/2018	W 18MAY2	003346		163827	OTHER SUPPLIES C1067550		89.90	
API	A3143014-54110	05/15/2018	W 18MAY2	003346		163828	OFFICE SUPPLIES C1067550		12.29	
API	A3143414-54110	05/15/2018	W 18MAY2	003346		163828	OFFICE SUPPLIES C1067550		415.92	
API	Y3618654-54973-437	05/15/2018	W 18MAY2	007143		163829	WELLSPRING JAN-MAR 2018	Y	2,902.50	
API	A3143124-54720	05/15/2018	W 18MAY2	002218		163830	SERVICE CONTRACTS - PROF SERV 0060054		486.70	
API	A3567194-54610-3000	05/15/2018	W 18MAY2	000458		163831	REPAIRS & MAINTENANCE BUILDING 3/28/18		328.00	
API	A3113624-54725	05/15/2018	W 18MAY2	001602		163832	SERVICE CONTRACTS ENGINEERING ESCROW REFUND		825.00	
API	A3031624-54610	05/15/2018	W 18MAY2	001973		163833	REPAIRS & MAINTENANCE BUILDING 13696		68.16	
API	A3031624-54610	05/15/2018	W 18MAY2	001973		163833	REPAIRS & MAINTENANCE BUILDING 13696		48.40	
API	G3638124-54331	05/15/2018	W 18MAY2	001973		163833	REPAIRS & MAINTENANCE PUMPS 13696		74.25	
API	A3031624-54610	05/15/2018	W 18MAY2	001973		163834	REPAIRS & MAINTENANCE BUILDING 13696		3.55	
API	A3031624-54610	05/15/2018	W 18MAY2	001973		163834	REPAIRS & MAINTENANCE BUILDING 13696		41.50	
API	A3031654-54610	05/15/2018	W 18MAY2	001973		163834	REPAIRS & MAINTENANCE BUILDING 13696		167.15	
API	A3537114-54610	05/15/2018	W 18MAY2	001973		163834	REPAIRS & MAINTENANCE BUILDING 13696		110.50	
API	A3537114-54610	05/15/2018	W 18MAY2	001973		163834	REPAIRS & MAINTENANCE BUILDING 13696		15.69	



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API	A3537114-54610	05/15/2018 W	18MAY2	001973		163834	13696 REPAIRS & MAINTENANCE BUILDING		9.76	
API	A3537114-54610	05/15/2018 W	18MAY2	001973		163834	13696 REPAIRS & MAINTENANCE BUILDING		11.20	
API	A3567144-54610-3000	05/15/2018 W	18MAY2	001973		163834	13696 REPAIRS & MAINTENANCE BUILDING		5.63	
API	A3567144-54610-3000	05/15/2018 W	18MAY2	001973		163834	13696 REPAIRS & MAINTENANCE BUILDING		17.20	
API	A3031624-54610	05/15/2018 W	18MAY2	001973		163834	13696 REPAIRS & MAINTENANCE BUILDING		97.20	
API	A3031624-54610	05/15/2018 W	18MAY2	001973		163835	13696 REPAIRS & MAINTENANCE BUILDING		59.85	
API	A3031624-54610	05/15/2018 W	18MAY2	001973		163835	13696 REPAIRS & MAINTENANCE BUILDING		135.13	
API	A3031624-54610	05/15/2018 W	18MAY2	001973		163835	13696 REPAIRS & MAINTENANCE BUILDING		236.20	
API	A3537114-54610	05/15/2018 W	18MAY2	001973		163835	13696 REPAIRS & MAINTENANCE BUILDING		176.80	
API	A3567144-54610-3000	05/15/2018 W	18MAY2	001973		163835	13696 REPAIRS & MAINTENANCE BUILDING		63.00	
API	A3567144-54610-3000	05/15/2018 W	18MAY2	001973		163835	13696 REPAIRS & MAINTENANCE BUILDING		21.88	
API	F3638334-54610	05/15/2018 W	18MAY2	001973		163835	13696 REPAIRS & MAINTENANCE BUILDING		13.45	
API	A3567154-54600	05/15/2018 W	18MAY2	004701		163836	2529 ADVERTISING		330.00	
API	A3011424-54720	05/15/2018 W	18MAY2	007562	180409	163837	4/30/18 SERVICE CONTRACTS - PROF SERV		1,968.50	
POL	A3011424-54720	05/15/2018 LIQ/INV	18MAY2	007562	180409	163837	4/30/18 SERVICE CONTRACTS - PROF SERV 4 2018			1,968.50
GENERAL LEDGER TOTAL									319,309.18	168.39
API	A-2600	05/15/2018 W	18MAY2	B 2845			ACCOUNTS PAYABLE			215,796.48
API	E-2600	05/15/2018 W	18MAY2	B 2845			ACCOUNTS PAYABLE			37,646.67
API	F-2600	05/15/2018 W	18MAY2	B 2845			ACCOUNTS PAYABLE			21,077.55
API	G-2600	05/15/2018 W	18MAY2	B 2845			ACCOUNTS PAYABLE			4,431.59
API	H-2600	05/15/2018 W	18MAY2	B 2845			ACCOUNTS PAYABLE			36,228.08
API	Y-2600	05/15/2018 W	18MAY2	B 2845			ACCOUNTS PAYABLE			3,960.42
POL	A-1521	05/15/2018 W	18MAY2	B 2845			ENCUMBRANCES			62,379.90

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POL E-1521		05/15/2018	W 18MAY2	B	2845		ENCUMBRANCES			5,351.37
POL F-1521		05/15/2018	W 18MAY2	B	2845		ENCUMBRANCES			1,216.00
POL H-1521		05/15/2018	W 18MAY2	B	2845		ENCUMBRANCES			22,428.68
POL A-2963		05/15/2018	W 18MAY2	B	2845		BUDGETARY FUND BALANCE RES ENC		62,379.90	
POL E-2963		05/15/2018	W 18MAY2	B	2845		BUDGETARY FUND BALANCE RES ENC		5,351.37	
POL F-2963		05/15/2018	W 18MAY2	B	2845		BUDGETARY FUND BALANCE RES ENC		1,216.00	
POL H-2963		05/15/2018	W 18MAY2	B	2845		BUDGETARY FUND BALANCE RES ENC		22,428.68	
SYSTEM GENERATED ENTRIES TOTAL									91,375.95	410,516.74
JOURNAL 2018/05/171 TOTAL									410,685.13	410,685.13
2018 5 171										
API A-1522		05/15/2018	W 18MAY2	B	2845		EXPENDITURES		215,379.40	
API E-1522		05/15/2018	W 18MAY2	B	2845		EXPENDITURES		34,396.67	
API F-1522		05/15/2018	W 18MAY2	B	2845		EXPENDITURES		21,077.55	
API G-1522		05/15/2018	W 18MAY2	B	2845		EXPENDITURES		4,431.59	
API H-1522		05/15/2018	W 18MAY2	B	2845		EXPENDITURES		36,228.08	
API Y-1522		05/15/2018	W 18MAY2	B	2845		EXPENDITURES		3,960.42	
API A-2980		05/15/2018	W 18MAY2	B	2845		REVENUES		417.08	

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CITY OF SARATOGA SPRINGS LIVE  
18MAY2

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FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
A GENERAL FUND	2018	5	171	05/15/2018			
A-1521					ENCUMBRANCES		62,379.90
A-1522					EXPENDITURES	215,379.40	
A-2600					ACCOUNTS PAYABLE		215,796.48
A-2963					BUDGETARY FUND BALANCE RES ENC	62,379.90	
A-2980					REVENUES	417.08	
					FUND TOTAL	278,176.38	278,176.38
E CITY CENTER AUTHORITY	2018	5	171	05/15/2018			
E-1521					ENCUMBRANCES		5,351.37
E-1522					EXPENDITURES	34,396.67	
E-2600					ACCOUNTS PAYABLE		37,646.67
E-2615					CUSTOMER DEPOSITS	3,250.00	
E-2963					BUDGETARY FUND BALANCE RES ENC	5,351.37	
					FUND TOTAL	42,998.04	42,998.04
F WATER FUND	2018	5	171	05/15/2018			
F-1521					ENCUMBRANCES		1,216.00
F-1522					EXPENDITURES	21,077.55	
F-2600					ACCOUNTS PAYABLE		21,077.55
F-2963					BUDGETARY FUND BALANCE RES ENC	1,216.00	
					FUND TOTAL	22,293.55	22,293.55
G SEWER FUND	2018	5	171	05/15/2018			
G-1522					EXPENDITURES	4,431.59	
G-2600					ACCOUNTS PAYABLE		4,431.59
					FUND TOTAL	4,431.59	4,431.59
H CAPITAL PROJECTS FUND	2018	5	171	05/15/2018			
H-1521					ENCUMBRANCES		22,428.68
H-1522					EXPENDITURES	36,228.08	
H-2600					ACCOUNTS PAYABLE		36,228.08
H-2963					BUDGETARY FUND BALANCE RES ENC	22,428.68	
					FUND TOTAL	58,656.76	58,656.76
Y COMMUNITY DEVELOPMENT FUND	2018	5	171	05/15/2018			
Y-1522					EXPENDITURES	3,960.42	
Y-2600					ACCOUNTS PAYABLE		3,960.42
					FUND TOTAL	3,960.42	3,960.42

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

CITY OF SARATOGA SPRINGS - VOUCHER  
474 Broadway Saratoga Springs, NY 12866

2018

DEPT/LOC 1000 DEPARTMENT Building Department  
VENDOR # 6210 VENDOR NAME Greenman - Petersen, Inc.  
REMIT ADDRESS Mail to: 80 Wolf Road - Suite 300  
Albany, NY 12205

FINAL

INVOICE # and/or ACCOUNT #	ORG	OBJECT	PROJECT	\$ AMOUNT
Invoice # 0252164 9 PERSIMMON PLACE - 3RD PARTY REVIEW  (No purchase order)	A3113624	54725		\$770.00
RECEIVED BY: KATIE FARONE				
			TOTAL	\$770.00

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

Lisa Nichols 5/7/18  
Department Head or Deputy

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

\_\_\_\_\_  
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

Signature required for all vendors who cannot supply an invoice. Departments to submit original invoices with voucher to Purchasing for processing.

5/7/2018

# GPI Greenman - Pedersen, Inc.

Engineering and Construction Services

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

April 17, 2018  
Project No: ALB-2018033.01  
Invoice No: 0252164

Project ALB-2018033.01 Third Party Code Review-Kelley Residence

Professional Services from February 17, 2018 to March 30, 2018

Task 00001 Review of Permit Documents

Fee 770.00

Total this Task \$770.00

Total this Invoice \$770.00

## Billings to Date

	Current	Prior	Total
Fee	770.00	0.00	770.00
Totals	770.00	0.00	770.00

*9 Persimmon*

CASH ESCROW ACCOUNT DECLARATION  
FOR CITY ENGINEERING CONSULTANT REVIEW EXPENDITURES FOR  
"9 PERSIMMON PLACE"

THIS DECLARATION, made on the 30th of January 2018, by Witt Construction (hereinafter "the Applicant/Property Owners"), for the benefit of the City of Saratoga Springs, New York, having an address for transaction of business at City Hall, 474 Broadway, Saratoga Springs, New York (the "City").

WHEREAS, the Applicant/Property Owners have submitted to the Building Department of the City, an application for building plan review of a project known as "9 Persimmon Place"; and

WHEREAS, the City has contracted with Greenman-Pedersen, Inc (the "Contractor") for code review services; and

NOW, THEREFORE, the Applicant/Property Owners hereby and herewith pledge to post an amount equal to \$770.00 with the Commissioner of Finance of the City of Saratoga Springs in order to cover the City's costs for code review of the building plan drawings for "9 Persimmon Place". All funds deposited hereunder shall be placed in a separate and distinct account.


The City is authorized to withdraw any amount necessary up to the total amount on deposit with the City in order to pay for the costs associated with the building plan review of the building plan drawings. The Contractor shall provide the Applicant/Property Owners copies of all invoices and an accounting of charges and services of all withdrawals from the escrow account.

In the event the City shall draw funds under this Declaration for the stated purposes and there is any surplus held by the City upon completion of project review, then the City shall refund said surplus to the Applicant/Property Owners.

Agreed to by:

John Witt

By:

  
(Signature)

John Witt  
(Printed)



**A PROCLAMATION  
OF THE CITY OF SARATOGA SPRINGS, NEW YORK**

**WHEREAS** there are 22.5 million refugees in the world today, more than at any time since World War II, and more than half of the world's refugees are children. These refugees include torture survivors, people with severe medical conditions, LGBTI individuals, orphaned children, and at-risk women and children – all of whom cannot return home and cannot stay in their host country due to their extreme vulnerability; and

**WHEREAS** in 2016, there were only 36 countries in the world that resettled refugees, and the U.S. took in the largest number. Our country has an historic, bi-partisan tradition of welcoming refugees; and

**WHEREAS** we in Saratoga Springs proudly welcome individuals from all parts of the world who represent many cultures, celebrate diversity and welcome all people; and

**WHEREAS** the United States Committee for Refugees and Immigrants, the organization responsible for resettling refugees near our community, as well as numerous other community groups and religious institutions, have stressed the importance of resettling refugees.

**NOW THEREFORE, I, MEG KELLY**, Mayor of the City of Saratoga Springs, join with my fellow City Council members and the citizens of Saratoga Springs in welcoming refugees to our community and declaring our support for the resettlement of refugees regardless of religion, race, nationality, sexual orientation, gender identity or country of origin. It is our hope that other New York State communities will join in supporting a stronger national effort to resettle the world's most vulnerable refugees.

Dated: May 15, 2018

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MEG KELLY  
Mayor





## City of Saratoga Springs, NY Contract

City Project Number: RFP #: 2017-42 City Project Name: Saratoga Greenbelt Downtown Extender  
City Department: Mayor OPED Department Contact Person: Tina Carton City Ext. 2534  
Company Name: Barton & Loguidice  
Company Address: 10 Airline Drive, Suite 200, Albany, NY 12205  
Company Telephone No.: (518) 218-1801 Fax No.: (518) 218-1805  
Vendor and/or Service Provider Primary Contact: Daniel J. Rourke, P.E Title: Managing Engineer  
Primary Contact Email: DRourke@bartonandloguidice.com  
Service to be Provided: Preliminary and Final Engineering for the Complete Streets Saratoga Greenbelt Downtown Extender  
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 **Preliminary and Final Engineering for the Complete Streets Saratoga Greenbelt Downtown Extender**, the Vendor and/or Service Provider submitted proposals dated 12/17/2017 (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 **March 31, 2019**. 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 One Hundred Thousand Two hundred and Ninety Eight Dollars (**\$100,298**), 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 Manager for the Vendor and/or Service Provider is **Daniel J. Rourke, P.E.** 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:**
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 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.
- B. 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 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:** Meg Kelly **Title:** Mayor **City Council Approval Date:** \_\_\_\_\_





# **Preliminary and Final Engineering for the Complete Street Saratoga Greenbelt Downtown Extender**

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City of Saratoga Springs

December 12, 2017



December 12, 2017

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

Re: RFP #: 2017-42 – Preliminary and Final Engineering for the Complete Streets Saratoga Greenbelt  
Downtown Extender

B&L File: P703.3455

Dear Ms. Tina Carton,

Barton & Loguidice, D.P.C., (B&L) has assembled a team of specialized, high-quality professionals to offer the City of Saratoga Springs our expertise for the Complete Streets Saratoga Greenbelt Downtown Extender project.

B&L has provided planning, community outreach, and design services for numerous municipalities and are prepared to apply the knowledge we have to your unique project. The qualifications of our team fit the project well, and will be augmented by the company's depth and breadth. Working together, this team will bring their best ideas, inspiration, and problem-solving skills to your project.

Our team will be led by **Daniel J. Rourke, P.E., PTOE**, Managing Engineer, based in our Albany office. Dan will be the project manager and the main point of contact for the project, ensuring quality control and drawing on his knowledge of the City of Saratoga Springs. Following the City's review and concurrence with this proposal, we can provide the City with a contract and would be available immediately to begin work upon notice to proceed.

We look forward to offering you our experience, knowledge and passion for complete street design, and encourage you to review our qualifications and experience. Should you have any questions, you may contact me or Dan at (518) 218-1801.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in cursive script, reading 'Matthew J. Schooley'.

Matthew J. Schooley, P.E.  
Principal







CITY OF SARATOGA SPRINGS

## PRELIMINARY AND FINAL ENGINEERING FOR THE COMPLETE STREETS SARATOGA GREENBELT DOWNTOWN EXTENDER

DECEMBER 12, 2017

Prepared for: **City of Saratoga Springs**  
Department of Accounts  
474 Broadway  
Saratoga Springs, NY 12866

Prepared by: **Barton & Loguidice**  
10 Airline Drive  
Suite 200  
Albany, NY 12205  
Phone: (518) 218-1801  
Fax: (518) 218-1805  
[www.BartonandLoguidice.com](http://www.BartonandLoguidice.com)

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AND PROJECT EXPERIENCE**

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**PROJECT FEE**

## PROJECT UNDERSTANDING AND APPROACH

The Downtown Extender is a unique segment of the Saratoga Greenbelt Trail as it expands the off-road user experience of Railroad Run and Congress Park by linking these two amenities with the Downtown Connector. The link will be created by navigating through Franklin, Congress, and Putnam Streets or an alternate route that we will investigate with you during this design phase. The project proposes to build upon and create symmetry between previously completed planning studies with the end result of bid ready construction documents. Due to physical and ROW constraints, an on-road connection is likely along Congress Street. As outlined in the Request for Proposal, we propose to complete a traffic evaluation study to analyze the no-build vs. build impacts on the existing traffic control systems and strategically propose improvements along the Congress Street corridor.

B&L understands that construction funds have not been allocated at this time, therefore we are proposing to complete the design of this project following the framework and specifications of a Federally Funded project utilizing industry standard NYSDOT standards and specifications. We are also proposing to provide an assessment of environmental impacts and potential permitting that may be necessary during construction.

## SCOPE OF SERVICES

To accomplish the final bid document goal we anticipate the following approach and scope of services:

### Item 1: Kick-Off Meeting

The City, members of the Complete Streets Advisory Board, Saratoga Greenbelt Trail committee, Downtown Business Association, and any other appropriate entities and stakeholders shall hold a kick-off meeting with B&L to review the project scope; schedule; project requirements; roles and responsibilities of project partners such as marketing, public outreach, data gathering, etc.; public meeting agenda and proposed technique for public involvement proposed for the project; and any other information which would assist in project completion. B&L will prepare the agenda and distribute to all project partners a meeting summary clearly indicating the agreements/understandings reached at the meeting.

### ***Deliverables:***

- a) Meeting Materials and Minutes.***
- b) Project Schedule***



***Franklin Street at Gideon  
Putnam Burying Ground***



***Putnam Street – Facing  
Congress Park***

**Assumptions:****a) One (1) Meeting at the City for two (2) hours****Item 2: Data Gathering**

*B&L will review the current information and work closely with City Staff to incorporate specific project and design elements into the final plan.*

B&L will review the current information on file and work closely with City Staff to incorporate specific project and design elements into the final plan. B&L will make field inspections to verify existing conditions and collect readily-available traffic and pedestrian volume data.

- **Survey & Mapping:** B&L through our subconsultant Azimuth Surveying & Cartography will provide ground survey to locate potential physical conflicts and support design of potential required physical modifications to the roadway, traffic signals, and appurtenances. City Right of Way shall be identified based upon the most recent tax map information. Utilities must be identified and included in all base map layouts. All designs shall be completed in Auto Cad and as a PDF file with copy of original survey base map provided to the City of Saratoga Springs as a record document, on paper and in electronic format on CD.

All Base Map and Survey work required to develop detailed Construction Site Plans for the approximate 5,500 ft. project length that includes:

- Identify existing conditions
- Identify existing above ground & below ground structures
- Identify existing underground & overhead utilities
- Identify trees and other foliage, and which trees will need to be removed, if necessary
- GPS ground control survey for photogrammetric targets and site control. Horizontal datum will be NAD83 state plane coordinates, elevation datum will be from NYSRTN. Contact UFPO for design tickets and coordinate with City personnel for marking and/or utility mapping. Utility information will be limited to client provided utility maps and UFPO markings. Right of way lines will be shown as per street widths in City records, and tax mapping as required.
- **Accident Data:** B&L will obtain accident data for the traffic study area of Congress Street from Franklin to Broadway project limits from the NYSDOT and/or the City Police Department for the last three (3) years. B&L will perform an accident analysis for the project area in accordance with the NYSDOT Highway Design Manual Chapter 5. The analysis will include intersection and corridor wide accident rates, summary of accident severity, and summary of accident types.





- **Traffic Data Collection:** On Congress Street from South Franklin to Broadway, collect traffic volumes and turning movement counts (vehicles, pedestrians and bicycles) throughout the corridor for morning (7 AM - 9AM) and evening (3PM - 6PM) peak hours. Additionally, counts shall not be conducted during inclement weather conditions. Intersection counts shall be conducted once per time period per intersection. Automatic tube counts at periodic stations throughout the corridor shall be conducted for three consecutive days during a mid-week period. One automatic tube count shall be taken for each station within the corridor.
- **Site Visit and Field Inspection:** B&L will visit the project site and perform a physical inventory of the existing conditions including but not limited to ADA facilities and compliance, traffic control signs, pavement markings, traffic signals, roadway cross-section, parking regulations, drainage conditions, utility inventory, and pavement conditions. The site visit will also include a review of potential environmental impacts and potential permitting needs that will be dependent on the future construction phase funding source.

***Deliverables:***

- ***Survey base map in electronic and paper format***

***Assumptions:***

- ***5 Intersections will be counted on the Congress Street corridor for the 2 peak periods***
- ***5 automatic tube counters will be placed***



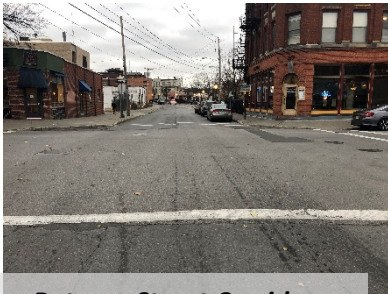
**Congress Park**

**Item 3: Concept Design Plans (30%)**

B&L will develop two (2) conceptual design plans which shall provide illustrative plans, views, and elevations to adequately describe the character and layout of all components of the proposal, as well as basic information about traffic/pedestrian operations. The first design plan will follow the proposed route of the Saratoga Springs Greenbelt Trail Feasibility Study. The second conceptual design plan will create an alternate route based on feedback from the initial kick-off meeting, and B&L's evaluation of the site.

Utilizing the traffic and accident data collected in Item 2, B&L will complete a traffic evaluation study of the Congress Street corridor. B&L will build a Congress Street traffic model utilizing *Trafficware's* Synchro software and in accordance with the Highway Capacity Manual guidelines. The model will provide the project team with the existing operational characteristics of the study area as baseline measurable factors such as level of service (LOS), delay, vehicle/capacity ratio, and queue lengths. It is assumed that one (1) future build year measurable factors will be analyzed for comparison to the existing year and no-build scenarios. The traffic model will include and analyze the following:

- Develop potential lane configurations (striping plans) and other operational improvement options for testing in the computer model including physical signal modifications and potential timing plans for each alternative.
- Evaluate options including Level of Service (LOS) and speed/delay comparisons for each alternative to existing conditions.
- Evaluate impacts to side street operations.
- Evaluate accident potential tradeoff's and safety countermeasures.
- Determine an appropriate traffic rate growth factor.
- Evaluate options with increased volumes due to background traffic growth and determine failure mode volumes.
- Identify recommended physical improvements to pedestrian crossings, and traffic signals under each option.
- Identify options for bicycle infrastructure improvements as outlined in the Complete Streets Plan and the Saratoga Greenbelt Trail Plan Feasibility Study.
- Identify potential queue length at intersections for each alternative for both mainline and side streets.

***Putnam Street Corridor******Congress Street Corridor***



B&L will prepare the Draft Technical Memorandum that will include a summary of existing conditions; roadway, pedestrian, and bicycle design criteria; results of the traffic evaluation study; results of the accident analysis; description of the two (2) alternate routes; the 30% Concept Design Plans; the Item 6 preliminary cost estimate; environmental impacts and potential permitting needs (if necessary); and the project schedule.



*Existing Henry Street to Congress Park Crossing of Spring Street*

***Deliverables:***

- a) ***30% Concept Design Plans***
- b) ***Draft Technical Memorandum report***

***Assumptions:***

- a) ***Two (2) Alternative routes will be included in the Concept Design Plans for evaluation***
- b) ***Assume the Concept Design Plans will include only the minimum information needed to compare and select the preferred alternative***
- c) ***The City will provide signal timing plans and record plans for the signalized intersections (if available)***
- d) ***The traffic evaluation study will include an analysis of the existing year, future no-build year, and future build year for the AM and PM peak hours.***



**Item 4: Review Workshop with City Staff & Technical Memorandum Report**

B&L will meet with the City's staff to obtain staff input on the conceptual design plans and the Draft Technical Memorandum report, determine what improvements should be implemented, determine schedule for implementation, and identify any outside financial resources necessary for implementation of the construction project

B&L will prepare the Final Technical Memorandum to summarize results of the study, address City comments on the Draft report, and final recommendations for implementation.

***Deliverables:***

- a) Final Technical Memorandum report*
- b) Meeting materials and minutes*
- c) Updated project schedule*

***Assumptions:***

- a) One (1) review period for the 30% Concept Design Plans and the Draft Technical Memorandum report*
- b) One (1) Meeting at the City for two (2) hours*

**Item 5: Conceptual Design Plan Presentation & Approval by City Staff**

In addition to the preliminary review workshop, B&L will attend one (1) public meeting to present the two (2) Conceptual Design Plans to City Council detailing the design elements, materials and phasing plan. B&L will be prepared to respond to, and incorporate comments, on the preferred design plan from the City Staff and City Council.

***Deliverables:***

- a) Public Meeting and Presentation Materials*
- b) Summary of Public and City Council comments received*

***Assumptions:***

- a) One (1) Presentation at one (1) City Council meeting for one (1) hour*

**Item 6: Preparation of Preliminary Construction Cost Estimate**

B&L will prepare an itemized engineers cost estimate based on the 30% Concept Design Plans, which outlines the associated unit, quantity, unit cost and amount for each item.

*B&L will be prepared to respond to, and incorporate comments, on the design plan from the City Staff and City Council.*





**Item 7: Final Design Development**

B&L will proceed with the Final Design Development phase once the Conceptual Design Plans are accepted by the City. The Final Engineering Design and Construction Drawings shall be based upon one (1) alignment selected by the City. This alignment could be a hybrid of alignment 1 and 2.

B&L will provide 60% and 95% Complete Plans & Specifications for City review. Each subsequent submission will build upon previous submission and the designs shall incorporate City comments. B&L will provide construction cost Estimates updated at each design review milestone.



The anticipated sheets for the 65% submittal are as follows:

- Title Sheet
- Construction Plan Sheets
- Typical Section(s)
- Proposed Profile(s) (If necessary)
- Drainage Modifications (assumed to be minor)
- Maintenance and Protection of Traffic
- Pertinent Details
- Traffic Signal Plans



The anticipated sheets for the 90% ADP submittal are:

- Title Sheet
- General Notes and Index
- Legends and Abbreviations
- Estimate of Quantities
- Erosion and Sediment Control Details and Notes
- Typical Sections
- Traffic Control Plans and Details
- General Plans
- Profiles (1:8 V / 1:40 H) (If necessary)
- Miscellaneous Details
- Miscellaneous Tables
- Traffic Signal Plans and Details

The Design plans shall include and account for:

- Identify existing conditions
- Identify necessary ROW goal is for improvements to remain in City ROW
- Identify existing above ground & below ground structures
- Identify existing underground & overhead utilities
- Identify trees and other foliage, and which trees will need to be removed, if necessary
- Explain how off-road segments will be kept-snow-free
- Identify locations for bicycle racks and potential locations for bike share stations.
- On streets will CDTA Transit Service, indicate where bus stops will be located and show how bicycle / bus interaction will occur at bus stops. Each bus stop requires a complete ADA-complaint pedestrian network.
- Planned location & installation requirements for proposed pedestrian signals, lighting, ADA compliant crosswalks, pedestrian ramps, bike lanes and/or sharrows, and sidewalks and/or 8' off-road trail.
- Maintenance & Protection of Traffic Plan
- Provide all details and specifications required for construction.

***Deliverables:***

- a) ***60% Plans, Specifications, and Estimate (PS&E)***
- b) ***60% Review Meeting materials and minutes***
- c) ***95% Plans, Specifications, and Estimate (PS&E)***
- d) ***95% Review Meeting materials and minutes***
- e) **Final Bid Documents**
- f) **Written summary of all specifications including materials**



***Assumptions:***

- a) Two (2) review meetings at two (2) hours each**
- b) The City will provide the front end of the contract documents**
- c) Scale: 1" = 20'**
- d) Four (4) 11x17 hard copy sets of 60% and 95% PS&E submission**
- e) Final Bid Documents in AutoCAD Civil 3D**
- f) Four (4) sets of 22x34 and 11x17 Final Bid Document Plans**
- g) All design work will conform to current versions of the following documents, as applicable.**
  - AASHTO Guide for the Design of Bicycle Facilities
  - NACTO Design Guides
  - A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
  - Highway Capacity Manual, Special Report 209, Transportation Research Board
  - ADA Accessibility Guidelines for Buildings and Facilities
  - Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way
  - AASHTO Standard Specifications for Highways and Bridges
  - NYSDOT Scoping Procedures Manual, Appendix D (Design Traffic Forecast Policy)
  - NYSDOT Highway Design Manual
  - National Manual of Uniform Traffic Control Devices
  - New York State Supplement to the National Manual of Uniform Traffic Control Devices
  - NYSDOT Environmental Procedures Manual
  - Additional trail technical assistance guidelines and documents will be consulted and referenced in the trail design as applicable and when not in conflict with design standard manuals.



## COMPANY OVERVIEW



### ABOUT BARTON & LOGUIDICE

Barton & Loguidice has been providing professional engineering services to municipal governments and private clients for more than 50 years. Our staff of engineers, environmental scientists, landscape architects, planners, and technicians has experience and expertise in solving transportation, water and wastewater, environmental compliance, solid waste, facilities, and land planning challenges. Our success is built on a strong foundation of lasting client relationships, which translates to a personal understanding of your needs and long-term vision, and the ability to develop quality, cost effective solutions. B&L employs more than 250 employees in offices in Syracuse, Albany, Rochester, Ellenville, Newburgh, Watertown, New York, Camp Hill, Pennsylvania, and Lanham, Maryland.

This project will be managed from our Albany office by **Daniel J. Rourke, P.E.**, who is a certified Professional Traffic Operations Engineer (**PTOE**) and holds the experience and background you will require to lead the engineering team on this project. Dan has been with B&L for over 17 years and is uniquely qualified for this project having been the engineer and manager on numerous projects that include trail connections through urban areas, traffic impact analysis, traffic and pedestrian signal design, and developing these projects into bid ready construction plans.

Dan will be assisted by a team of professionals including **Ted M. Kolankowski, Jr., R.L.A., LEED AP**, a skilled landscape architect offering over 30 years of experience specializes in land use planning and multi-modal transportation planning and design, Ted has managed numerous trail and landscaping initiatives that encourage sustainable recreation and active connectivity for Eastern New York communities.

### TRAILS

B&L has designed more than 200 miles of multi-modal trail systems in both urban and rural environments. We recognize that trail systems are successful when people use them, and use stems from providing logical connections within a community and a feeling of safety while on the trail. These thoughts drive our design team's approach when siting and designing trail systems.





## CIVIL ENGINEERING AND SITE DESIGN

B&L has extensive experience providing full service engineering services for a variety of projects, including site layout and site utilities design; mechanical, electrical and plumbing for new buildings and renovations; SEQRA and NEPA compliance; environmental assessments; drainage and stormwater management; highways, bridges, and access roads; traffic studies; hazardous materials investigation and remediation; and water/wastewater engineering.

## SUSTAINABLE PLANNING AND DESIGN

B&L provides a full range of Sustainable Planning and Design services to our municipal clientele. Whether your needs involve comprehensive land use planning, site design for a specific project, or assistance in reviewing a broad variety of subdivision, site plan, or other development proposals, B&L has the expertise to provide tailor-made services for you. Our capabilities range from initial planning and feasibility studies to final design and construction services. We have the experience to address all required social, cultural, economic, and environmental aspects of your projects. Our experienced Landscape Designers can provide your project with environmentally sensitive and aesthetically satisfying planning and design services for a variety of sites. We provide reviews of developer's land development plans, as well as reviews of infrastructure improvement plans.

## LANDSCAPE ARCHITECTURE

Our landscape architects are adept at providing creative, functional designs in both urban and rural settings. Often our streetscapes, trails, pocket parks, and multi-modal corridors are designed with the goal of revitalizing a brownfield, acting as a catalyst to the growth and development of a once bustling city center, or enhancing a recreation asset such as a waterway or trail.

## GREEN INFRASTRUCTURE

Green infrastructure interconnects natural systems and/or engineered systems that use plants and soil to slow, filter, and infiltrate runoff close to its source in a way that strengthens, mimics natural functions and processes.



## SPORTS AND RECREATION

Sports and Recreation are vital parts of your community's quality of life. Whether you are planning to upgrade a current park facility or looking to create a new community recreation asset, Barton & Loguidice's deep bench of engineers, landscape architects, urban planners, and environmental scientists will provide quality planning and design for your recreational project. The B&L team employs the most current design technologies to ensure that our clients' projects are safe, user friendly, energy efficient, and sustainable. From planning through implementation, from development of competitive grant applications to bidding and construction administration/oversight, we have all the bases covered. B&L's Universal Design solutions do more than just meet ADA requirements - our designs bring communities together.

## PROJECT EXPERIENCE

Below are examples of similar projects completed by Barton & Loguidice followed by a list of references.





## Syracuse Connective Corridor

City of Syracuse, New York



The City of Syracuse, in partnership with Onondaga County and Syracuse University, has invested significant resources in creating a unique vision of a true bicycle, pedestrian and transit corridor that would connect major portions of downtown Syracuse and University Hill while revitalizing the areas in between.

The Connective Corridor is a traffic calming project with emphasis on improving pedestrian and bicycle accommodations and public transportation to create a “Complete Street” and signature urban strip within the heart of Syracuse.

One of the project’s major successes involved converting a University Avenue segment from one-way to two-way, while implementing traffic calming and parking reconfigurations, and a unique hybrid cycle track.

B&L progressed the project in three phases, incorporating green stormwater infrastructure to reduce the impacts of stormwater runoff to the existing combined sewer system throughout the project corridor. Specific proposed green stormwater improvements include use of permeable pavers, porous pavements, stormwater planters and rain gardens, and infiltration and underground storage.

This project was a locally administered federal aid project (LAFAP). As the prime consultant of a large creative team, B&L was responsible for the majority of the tasks including:

- Project management and coordination
- Environmental reviews
- Traffic calming design (17 intersections)
- Traffic signal design
- Transit facilities
- Streetscape design
- Utility redesign
- Green infrastructure design
- Construction inspection

### Client:

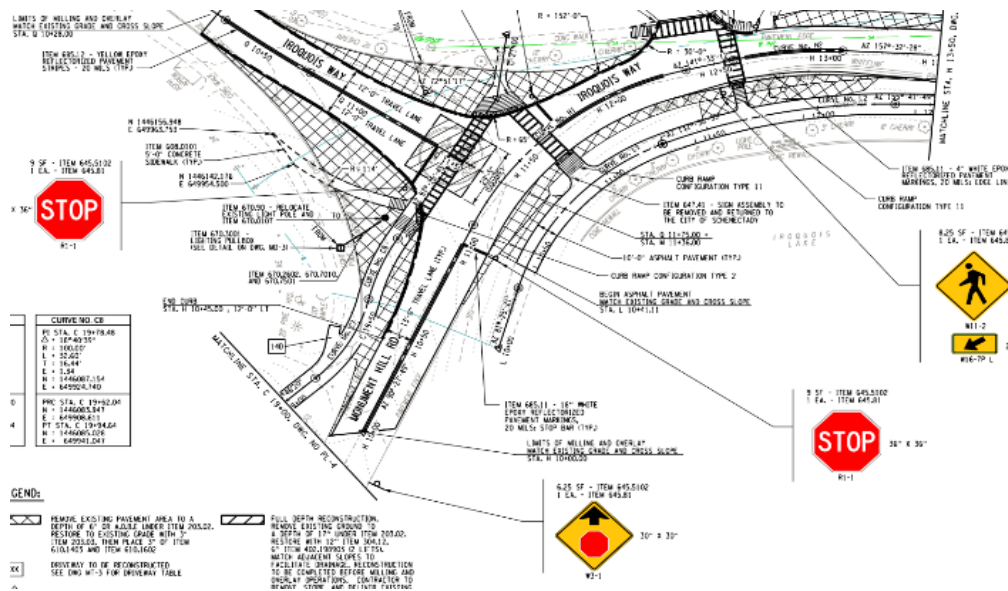
Linda Dickerson Hartsock  
Director  
Syracuse University  
Community Engagement &  
Economic Development  
350 West Fayette St.  
Syracuse, NY 13244  
(315) 443-8052  
Ldhart01@syr.edu

### Key Project Components

- Traffic Count and analyses
- Road diets
- Bicycle and ADA pedestrian routing
- Curb bumpouts
- Green infrastructure design
- Bus stop/station design
- Landscape architecture design
- Aesthetic lighting plan
- Public art and culture integration
- Creative urban gathering spaces
- Sustainable urban design
- Context-sensitive design

Total Project Cost: \$ 20 M  
Completion Date: 2015

# Central Park Trail Connection Schenectady, New York



## Client:

Christopher R. Wallin, P.E.  
City of Schenectady,  
Department of Engineering  
Room 205, City Hall, 105 Jay St.  
Schenectady, NY 12305

Total Project Cost: \$155,000  
Completion Date: Ongoing

## Background

This Locally Administered Federal-aid project will link two previously completed sections of Phase 1 on the overall Downtown Schenectady Park Loop. The project involves the construction of approximately 0.6 miles of multi-use trail, including approximately 1,700 ft. in Schenectady's Central Park, extending from the existing casino, through the Monument Hill Road/Iroquois Way intersection (See below), and connecting with the completed section of Phase 1 on Bradley Street. The intersection of Monument Hill Road and Iroquois Way will be reconfigured to a stop-controlled T-intersection including re-defined crosswalks and ADA ramps.

## Key Features

The signalized intersection of McClellan Street and Bradley Street will be upgraded with pedestrian signals, countdown timers, and ADA ramps and crosswalks. The traffic signal at the intersection of North Brandywine Avenue and Bradley Street will be completely replaced and also equipped with pedestrian signals, countdown timers, and new ADA compliant ramps and crosswalks. The existing sidewalk along North Brandywine Avenue will be improved to include an 8 foot wide concrete multi-use path. B&L developed multiple alternatives, performed preliminary through final design, and will oversee the construction to begin in the spring of 2018.

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## Downtown Park Loop

City of Schenectady, New York

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### Background

The Downtown Park Loop is one of four loop systems that will eventually connect the Mohawk-Hudson Bike/Hike Trail to and through the City of Schenectady. Strategically located as a critical link in the state's system, the Downtown Park Loop provides a direct connection to the Canalway Trail, further establishing the City as a major tourist, recreation, and heritage destination. The multi-use trail provides a safe, formal connection between Downtown Schenectady and Vale and Central Parks, two important destinations. The trail provides recognizable orientation and designated public domain for visitors and multi-use recreational enthusiasts, as detailed in the Urban Bike Route Master Plan.

### Our Services

- Design and implement streetscape and pedestrian improvements, providing a safe, attractive public corridor, resulting in heightened use and appreciation for the downtown and increased heritage and eco-tourism opportunities
- Address public concerns for safety, security, and historic preservation, and work with local residents and business owners to establish a route that will best serve the community
- Preliminary design engineering services for the complete Downtown Park Loop
- Final design engineering services for Bradley Street, let by the City of Schenectady
- Final design engineering services, construction administration, and construction inspection for Phase 1, Vale Park and Vale Cemetery

### Client:

Stephen Feeney, AICP  
Planner  
Schenectady County  
Department of Economic  
Development & Planning  
107 Nott Terrace, Suite 303  
Schenectady, NY 12308  
(518) 386-2225  
steve.feeney@  
schenectadycounty.ny



Total Project Cost: \$750,000  
Completion Date: 2011

### Features of the Project:

- Community outreach
- Urban pedestrian/trail accommodations
- Landscape design
- Stormwater management



381.003



# Aviation Road/Queensbury Union Free School District Access Operations Analysis

## Queensbury, New York

### Background

A/GFTC, in coordination with the Queensbury Union Free School District (QUFSD) and the Town of Queensbury retained B&L to conduct an operations analysis of existing access and proposed access changes from Aviation Road to the QUFSD campus, with the goal of preserving safe, efficient, and reliable multimodal circulation. QUFSD is considering access changes to its campus from Aviation Road as part of its Master Plan implementation and its ongoing campus circulation.



B&L summarized the transportation characteristics of Aviation Road and the intersecting roadways based on the results of the data collection and analysis of the existing conditions of the project corridor. The results were used to develop feasible recommendations for QUFSD access changes with Aviation Road that will improve the corridor-wide traffic mobility while not prohibiting future Aviation Road corridor improvements. The project team derived seven QUFSD to Aviation Road access alternatives that were analyzed for future No-build and Build scenarios. B&L's analysis, evaluation, and comparison of the alternatives were utilized by the project team to select a feasible alternative. The transportation study will be used to plan for funding and the future implementation of the selected alternative.

### Our Services

- Traffic data collection
- Intersection capacity and level of service analysis
- Queue analysis
- Accident analysis
- Developed seven concept alternatives for consideration
- Preliminary construction cost estimates for the alternatives

#### Client:

Aaron Frankenfeld  
Transportation Planning Director  
A/GFTC  
11 South Street, Suite 203  
Glens Falls, NY 12801  
(518) 223-0086



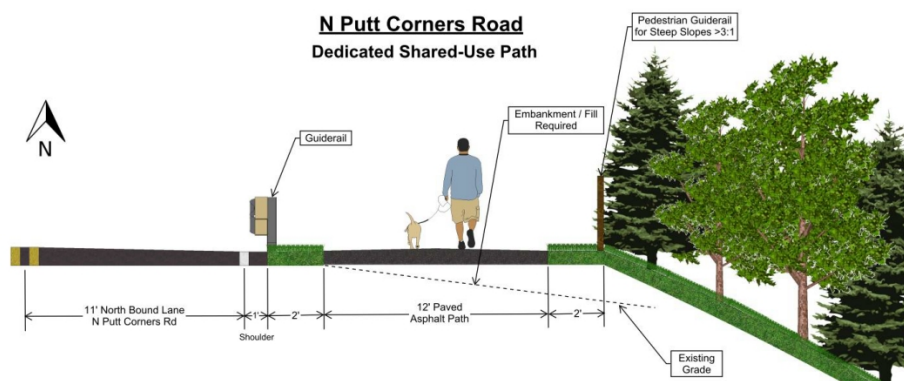
*Existing Queue at the QUFSD Main Entrance*

Project Cost: \$17,000 (fee)  
Completion Date: 2017

## Wallkill Valley Rail Trail and Hudson Valley Rail Trail Link Feasibility Study

### Southern Ulster Alliance, Ulster County, New York

The only option considered on North Putt Corners was to locate a separated path on the northbound side of the road. There is adequate right-of-way and vacant land available for this alternative.



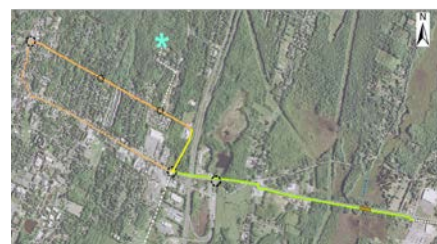
The Wallkill Valley Rail Trail to Hudson Valley Rail Trail Link, an idea given life by members of the Southern Ulster Alliance, is a complex project that involves routing a trail through the densely populated Village of New Paltz, to the revitalizing Hamlet of Highland. It will provide a convenient way for pedestrian users to visit Main Street in the Village, while at the same time creating a safe off-road path for cyclists and pedestrians to pass through two of the busiest and most congested intersections in the Town of New Paltz. The path will cross the New York State Thruway, either by way of the existing bridge (which was not designed for the trail), or by construction of a new pedestrian and bicycle bridge over the busy highway. The trail will then be routed down Route 299, one of the busiest State roads in Ulster County, to a connection with the existing Hudson Valley Rail Trail in the Town of Lloyd.

#### The study contained:

- Existing conditions and needs analysis
- Trail economic factors analysis
- Summary of trail design guidelines and standards
- Alternatives and options, including trailhead and parking locations
- Recommended implementation measures
- Stakeholder outreach summary
- Suggestion of probable cost with concept-level budgets for each Trail Link system component
- Sources of funding
- Schedule and suggested project priorities, including a breakdown of the Trail Link system into construction phases

#### Contact:

Toni Hokanson  
Former Chairperson  
Southern Ulster Alliance  
PO Box 550  
New Paltz, NY 12561  
(845) 795-5049



Total Project Cost: \$31,600  
Completion Date: 2011



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## Finding Rosendale: Circulation and Wayfinding Plan

### Town of Rosendale, Ulster County, New York

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#### Client:

Dennis Doyle  
Planning Department Director  
Ulster County  
244 Fair Street  
P.O. Box 1800  
Kingston, NY 12402  
(845) 340-3529  
[planning@co.ulster.ny.us](mailto:planning@co.ulster.ny.us)

#### Background

The Town identified the need for a plan that evaluates ways to improve circulation, connectivity and wayfinding between recreation areas, public parking lots and commercial properties in and around Downtown Rosendale in a manner that respects private properties. Recreational features and attractions such as the Wallkill Valley Rail Trail, Rosendale Trestle, Joppenbergh Mountain, and the Williams Lake Project are expected to draw increasing numbers of new visitors to the area across several modes of travel (bike, pedestrian, and auto). Ensuring that visitors using all modes are able to navigate safely and efficiently to and from these facilities and into the town center without significant conflict is a primary concern. To capitalize on this influx of visitors, Ulster County and the Town of Rosendale are overseeing the preparation of this Circulation & Wayfinding Plan to:

- Improve linkages between parking, trails, and businesses;
- Provide better wayfinding; and
- Provide safe new pedestrian/bicyclist accommodations on the Town's state and county highways.



Total Project Cost: \$35,000  
Completion Date: 2015

#### Our Services

B&L prepared a Community Goals, Priorities, and Existing Conditions Technical Memo which previewed the relevant recommendation of other plans and cataloged existing conditions of vehicular, pedestrian, and bicyclist facilities and routes along with parking areas. Additionally, the Tech Memo outlined underlying community goals and priorities with respect to traffic, parking, business development, and recreational opportunities, as well as connections between goals and priorities and branding ideas for Rosendale.



## REFERENCES

### **Christopher R. Wallin, P.E.**

*City Engineer*

City of Schenectady, Department of Engineering

Room 205, City Hall, 105 Jay St.

Schenectady, NY 12305

### **Aaron Frankenfeld**

*Transportation Planning Director*

Adirondack-Glens Falls Transportation Council

(518) 223-0086

afrankenfeld@agftc.org

### **Dennis Doyle**

*Planning Department Director*

Ulster County

(845) 340-3529

planning@co.ulster.ny.us

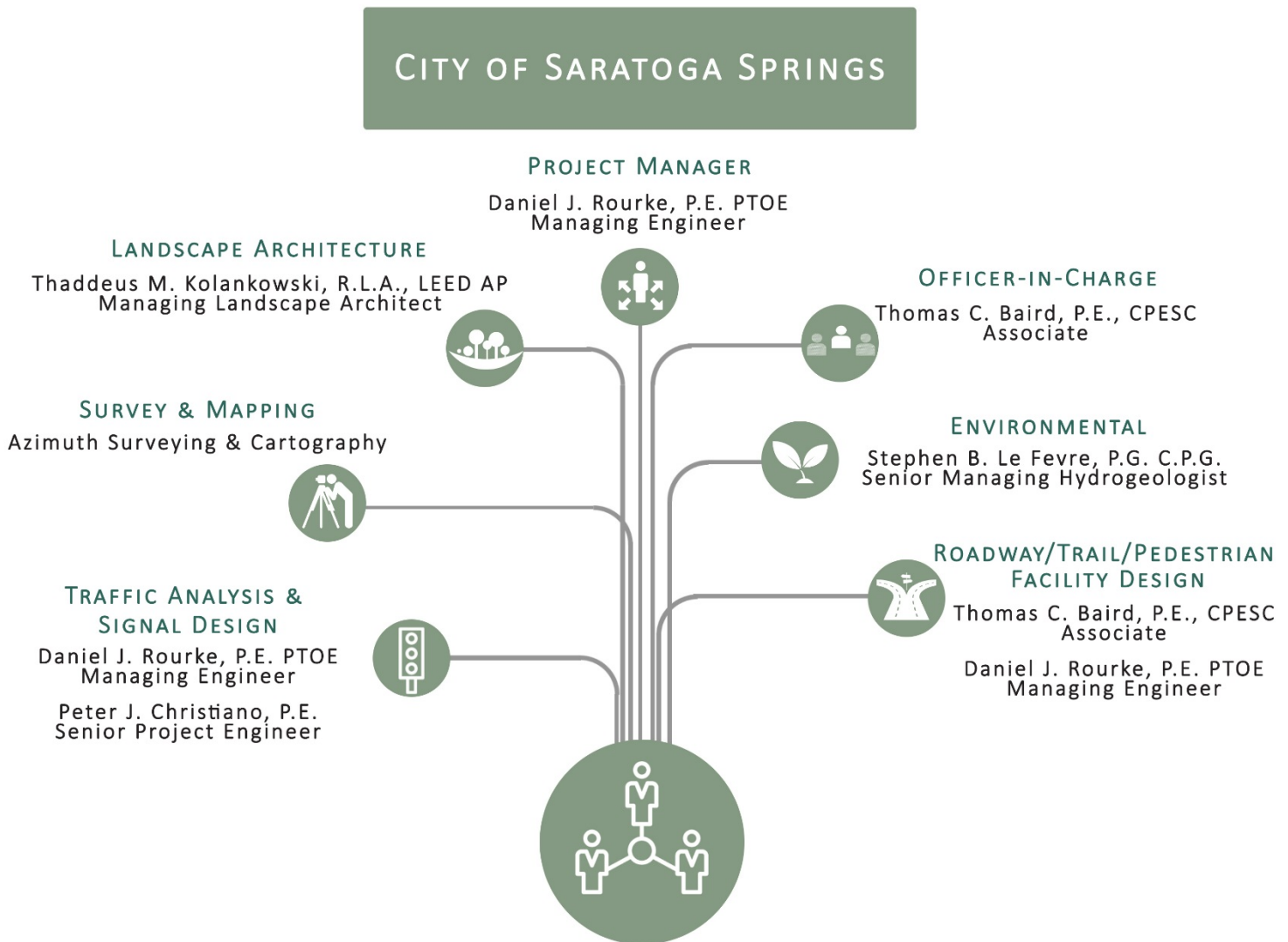


## PROJECT TEAM

Attached within this section you will find resumes of the proposed team outlined in the organizational chart below for your Complete Streets Greenbelt Downtown Extender Project.

### Availability of Personnel, Equipment and Resources

The personnel proposed for this project have ample availability to perform the work required in a timely and efficient manner. In addition, B&L has a multi-disciplined staff of engineers, environmental scientists, planners, landscape architects, and construction specialists who are available for any special needs that may arise.



**Years of Experience**

17

**Education**

B.S., Civil Engineering,  
Rensselaer Polytechnic Institute,  
2004

A.A.S., Civil Engineering  
Technology, Hudson Valley  
Community College, 2001

**Professional Registrations**

Professional Engineer, New York  
- 2009

Professional Traffic Operation  
Engineer (PTOE) - 2011

**Professional Affiliations**

New York State Association of  
Transportation Engineers  
(NYSATE)

American Society of Highway  
Engineers (ASHE)

Institute of Transportation  
Engineers (ITE)

**Summary**

Mr. Rourke is a New York State Registered Professional Engineer as well as a Certified Professional Traffic Operations Engineer (PTOE). Mr. Rourke has experience in transportation engineering including traffic signal design, traffic analysis, and design of highway rehabilitation/reconstruction and infrastructure improvements. He has experience as an engineer for transportation infrastructure projects for several municipalities, NYSDOT, and private industry.

He has been responsible for various design studies including traffic signal design, traffic data collection, traffic analysis, signal warrant studies, and corridor wide studies. This information was used to prepare preliminary designs and recommendations including design approval documents, recommendation reports, traffic impact studies, and construction plans and specifications.

**Relevant Project Experience****Downtown Schenectady Park Loop (Mohawk-Hudson Bike/Hike Trail),  
Schenectady County Planning Department**

B&L designed and implement streetscape and pedestrian improvements in order to provide a safe, attractive public corridor resulting in the Downtown Park Loop, one of four loop systems that will eventually convey the Mohawk-Hudson Bike/Hike Trail to and through the City of Schenectady. B&L provided preliminary engineering and planning services for the complete Downtown Park Loop network with a result of prioritized projects and funding budgets. B&L also provided final engineering services for Bradley Street (let by the City of Schenectady) and final engineering services, construction administration, and construction inspection for a segment of Phase 1 of the Downtown Loop (Vale Park and Vale Cemetery). Dan was the project engineer on this project and provided the planning, preliminary design, and final design services.

**Central Park Trail Connection, City of Schenectady, NY**

B&L was selected by the City to provide engineering and construction phase services for this locally administered federal aid project that will complete Phase 1 of the planned Downtown Schenectady Park Loop by connecting Vale Park to Central Park. B&L designed an off-road pedestrian and bicycle facility on Brandywine Ave., Bradley Street, and through Central Park by designing the reconstruction of these urban city roadways within the City right-of-way, to allow for the most efficient re-allocation of width while providing a complete street corridor. Mr. Rourke is the Project Manager responsible for the daily project activities, design oversight, deliverables, schedule, and budget.

**Syracuse Connective Corridor, City of Syracuse, NY**

Mr. Rourke served as a project engineer on this project responsible for the traffic signal design of 17 intersections including vehicular signals and fully accessible pedestrian and bicycle signals and detection equipment. B&L was retained by the City of Syracuse to provide design and construction services for this multi-phase complete street project, which was constructed by three public

bid contracts during 2012-2015. The project included innovative features such as green infrastructure (porous pavements, permeable pavers, rain gardens, Silva Cell tree pits), custom LED lighting and a separated methacrylate surfaced two-way cycle track. Varying types of bicycle facilities, enhanced pedestrian accommodations, improved transit facilities and customized street furnishings/amenities were included throughout the corridor to improve and delineate all modes of travel. Project Cost: \$20M

**Wallkill Valley/Hudson Valley Link Study, Southern Ulster Alliance**

This study investigated routing a trail through the densely populated Village of New Paltz, to the Hamlet of Highland. It included pedestrian access Main Street in the Village, off-road path for cyclists and pedestrians and pass through two busy and congested intersections. The path will involve retrofitting an existing bridge or constructing of new pedestrian and bicycle/bridge over the New York State Thruway. B&L performed an existing conditions and needs analysis, trail economic factors analysis, summary of trail design guidelines and standards, alternatives and options, including trailhead and parking locations, recommended implementation measures, stakeholder outreach summary, suggestion of probable cost with concept-level budgets for each Trail Link system component, sources of funding, and schedule and suggested project priorities, including a breakdown of Trail Link system into construction phases.

**Aviation Road/Queensbury Union Free School District Access Operations Analysis, Queensbury, NY**

Adirondack/Glens Falls Transportation Council (A/GFTC), in coordination with the Queensbury Union Free School District (QUFSD) and the Town of Queensbury initiated this project to conduct an operations analysis of proposed access changes from Aviation Road to the QUFSD campus. Mr. Rourke is the Managing Engineer responsible for the data collection, existing and future traffic analysis, accident analysis, and determining the overall viability of each alternative in relation to the Town's transportation network.

**Jefferson Street Gateway Improvement Project  
Village of Monticello, NY**

As the design team leader, Mr. Rourke was responsible for all preliminary and final design phase services including environmental permitting, roadway design, pedestrian facility design, stormwater management, and work zone traffic control design. Planned improvements promoting non-motorized transportation included sidewalks and ADA-compliance along a busy commercial corridor. B&L is designing curbing, defined driveway access, a pocket park, and landscaping and pedestrian amenities.

## Years of Experience

27

## Education

B.S. Civil and Environmental  
Engineering (With Distinction)  
Clarkson University, 1991

## Professional Registrations

Registered Professional  
Engineer, NY, 1997, Vermont  
2017

## Professional Affiliations

New York State Association of  
Transportation Engineers  
(NYSATE)

American Society of Civil  
Engineers (ASCE)

International Erosion Control  
Association (IECA)

NYS Floodplain & Stormwater  
Managers Association

## Summary

Mr. Baird has extensive experience in transportation and environmental project management and design for various state agencies, municipalities and private industry. His experience includes complex rural and urban highway projects, sidewalks, multi-use paths, roundabouts, noise analysis, drainage design and innovative problem solving mitigation strategies. Mr. Baird's experience also includes the design of green infrastructure and stormwater management systems specializing in porous asphalt and designs for linear transportation projects. He has also been recognized as an industry leader in the development of porous pavements and green infrastructure (GI) practices.

## Relevant Project Experience

### **Schenectady Central Park Trail Connection, City of Schenectady, NYSDOT Region 1**

This Locally Administered Federal-aid project will link two previously completed sections of Phase 1 on the overall Downtown Schenectady Park Loop. The project involves the construction of approximately 0.6 miles of multi-use trail, including approximately 1,700 ft. in Schenectady's Central Park, extending from the existing casino, through the Monument Hill Road/Iroquois Way intersection (See below), and connecting with the completed section of Phase 1 on Bradley Street. The intersection of Monument Hill Road and Iroquois Way will be reconfigured to a stop-controlled T-intersection including re-defined crosswalks and ADA ramps. The signalized intersection of McClellan Street and Bradley Street will be upgraded with pedestrian signals, countdown timers, and ADA ramps and crosswalks. The traffic signal at the intersection of North Brandywine Avenue and Bradley Street will be completely replaced and also equipped with pedestrian signals, countdown timers, and new ADA compliant ramps and crosswalks. The existing sidewalk along North Brandywine Avenue will be improved to include an 8 foot wide concrete multi-use path. B&L developed multiple alternatives, performed preliminary through final design, and will oversee the construction to begin in the spring of 2018.

### **Central Park Trail Connection, City of Schenectady, NY**

B&L was selected by the City to provide engineering and construction phase services for this locally administered federal aid project that will complete Phase 1 of the planned Downtown Schenectady Park Loop by connecting Vale Park to Central Park. B&L designed an off-road pedestrian and bicycle facility on Brandywine Ave., Bradley Street, and through Central Park by designing the reconstruction of these urban city roadways within the City right-of-way, to allow for the most efficient re-allocation of width while providing a complete street corridor.

### **Jefferson Street Gateway Improvement Project, Village of Monticello, NY**

Tom was the Project Manager for this federal and locally funded TAP project included preliminary and final design services for the installation of 3,700 ft. curb, sidewalk, concrete gutter, ADA Compliant ramps, asphalt pavement restoration, and drainage design along the heavily traveled Jefferson Street in the Village of Monticello. The transportation enhancement project was initiated



to provide facilities for pedestrians and bicyclists between North Street and Raceway Road. Narrow, cracked, non-ADA compliant shoulders along both sides of the roadway severely limited safe mobility of pedestrian and bike travel. Pedestrian and bicyclist improvements were designed to fit within the Village highway boundary. Because there was no funding for right of way acquisitions, the sidewalk was horizontally and vertically designed ensuring no private property impacts. A 5 ft. wide ADA compliant sidewalk accommodates pedestrians and a 12 ft. wide shared use travel lane (wide curb lane) accommodates bicyclists along Jefferson Street provides a significant improvement for all modes of transportation in this important Village Gateway.

#### **Syracuse Connective Corridor**

Tom was a Design Manager for this pedestrian mobility and traffic calming project with emphasis on improving pedestrian and bicycle accommodations and public transportation to create a “Complete Street” and signature urban strip within the heart of Syracuse. One of the project’s major successes involved converting a University Avenue segment from one-way to two-way, while implementing traffic calming and parking reconfigurations, and a unique hybrid cycle track. B&L progressed the project in three phases, incorporating green stormwater infrastructure to reduce the impacts of stormwater runoff to the existing combined sewer system throughout the project corridor. Specific proposed green stormwater improvements include use of permeable pavers, porous pavements, stormwater planters and rain gardens, and infiltration and underground storage.

#### **Western Gateway Green Infrastructure and Sidewalk Enhancement Project**

Genesee Street (NYS Route 5) serves as the Western Gateway to the Village of Fayetteville, having an Average Annual Daily Traffic (AADT) count of 21,233 vehicles per day. The corridor is currently zoned “Commercial/Office”, and is characterized by a mix of car dealers, convenience stations, restaurants, small business retail and services, and a car wash. The Village of Fayetteville successfully obtained \$557,000 through the NYS EFC Green Innovation Grant Program funds for the Fayetteville Western Gateway Green Infrastructure Enhancement Project. This water quality driven project will integrate green infrastructure practices into the existing streetscape along approximately 500 linear feet of East Genesee Street between the Burdick Street intersection and Limestone Creek Bridge, in addition to the northern 340 linear feet of South Burdick Street within the Village’s Lower Business District. Tom provided Design guidance for the Green Infrastructure elements and sidewalk design elements.

#### **Laurel Park Road Sidewalk Construction, Fallsburg, NY**

This locally administered federal aid project includes the preliminary and final design service for the installation of 1,200 feet of multi-use path on Laurel Park Road in the Town of Fallsburg. This project was initiated by the Town to improve pedestrian safety by providing a multi-use path from the Fallsburg Cheder School to the residential development along Estates Drive. B&L engineered a solution to construct the new multi-use path while eliminating ROW acquisitions, retaining wall construction, cultural resources impacts, and endangered species impacts that were incorporated into the original funding application. Our solution also included the full depth reclamation (a form of pavement recycling) of the adjacent roadway. Mr. Baird served as Officer in Charge.

### Years of Experience

9

### Education

B.S., Civil Engineering - Clarkson  
University, 2008

### Professional Registrations

Registered Professional Engineer  
New York, 2013

### Professional Affiliations

American Society of Highway  
Engineers (ASHE)

### Summary

Mr. Christiano has experience in transportation engineering including traffic signal design, traffic analysis, and design of highway rehabilitation, reconstruction, and infrastructure improvements. He also has experience in multi-use path and trail design, drainage layout, and pedestrian improvements. He has experience as an engineer for transportation infrastructure projects for several municipalities and the NYSDOT.

He has been responsible for design studies including traffic data collection, traffic and crash history analysis, and traffic signal design. This information was used to prepare preliminary designs and recommendations including design approval documents, recommendation reports, construction plans and specifications.

### Relevant Project Experience

#### **Downtown Schenectady Park Loop (Mohawk-Hudson Bike/Hike Trail)**

As a design engineer for this project Mr. Christiano assisted in the design and implementation of streetscape and pedestrian improvements in order to provide a safe, attractive public corridor resulting in the Downtown Park Loop, one of four loop systems that will eventually convey the Mohawk-Hudson Bike/Hike Trail to and through the City of Schenectady. B&L provided preliminary design engineering services for the complete Downtown Park Loop as well as final design engineering services for Bradley Street (let by the City of Schenectady) and final design engineering services, construction administration, and construction inspection for Phase 1 (Vale Park and Vale Cemetery).

#### **Syracuse Connective Corridor, City of Syracuse, NY**

The Syracuse Connective Corridor was a 1.7-mile long traffic calming project with emphasis on pedestrian and bicycle facilities and accommodations for public transportation connecting Syracuse University and downtown Syracuse. Mr. Christiano performed the traffic signal design and multi-modal upgrades at 18 intersections within the project corridor, specifically the design and layout of span wire and mast arm traffic signal poles, and pedestrian signal placement. Additional design work consisted of vehicle detection loop layout along with pedestrian and vehicular signage for each intersection.

#### **Monticello Jefferson Street Gateway, Village of Monticello, NY**

The transportation enhancement project involved design, construction oversight, and construction inspection for 3,700 feet of new sidewalk and road improvements for pedestrians and bicyclists. Improvements included high visibility crosswalks, traffic calming measures such as concrete curb and gutters, raised curb islands at driveway openings, signage, bicyclists pavement symbols ("Sharrows"), and landscaping. Mr. Christiano served as lead design engineer for this project, providing preliminary and final design which included alternative assessment and evaluations, development of design

reports and recommendations, bid plans and document development, quantity and cost estimates, construction submittal review, and full time construction inspection.

**Walkable Monticello - Pedestrian Access Improvements, Village of Monticello, NY**

The project involved design and construction oversight for 1,750 feet of new sidewalk, two retaining walls with integrated staircases, existing sidewalk rehabilitation and concrete panel replacement, and crosswalks for pedestrians crossing Route 42 and other minor streets that intersect Route 42. Mr. Christiano served as a design engineer for this pedestrian access improvement project, providing preliminary and final design which included alternative assessment and evaluations, development of design reports and recommendations, bid plans and document development, quantity and cost estimates, and construction submittal review.

**City of Plattsburgh Multi-Use Path, Plattsburgh, NY**

As a design engineer for this project Mr. Christiano assisted in the design and implementation of this shared-use bicycle and pedestrian trail which links Plattsburgh city schools, downtown Plattsburgh, and residential neighborhoods. The trail is handicapped accessible, meeting the Americans with Disabilities Act guidelines and designed in accordance with NYSDOT and AASHTO standards. Mr. Christiano served as a design engineer for this project, providing preliminary and final design which included alternative assessment and evaluations, development of design reports and recommendations, bid plans and document development, quantity and cost estimates, and construction submittal review.

**Hudson Valley Rail Trail, Phase III, Town of Lloyd, NY**

B&L provided the Town of Lloyd with preliminary and final design, and right-of-way incidentals and acquisition services for this segment of the Hudson Valley Rail Trail. The proposed trail follows an abandoned railroad grade is the second to last phase towards the final goal to create a recreational, bicycle and pedestrian rail trail corridor from NYS Route 299 in Lloyd to the City of Poughkeepsie by way of the Walkway-Over-the-Hudson Bridge. Mr. Christiano provided horizontal and vertical alignment layouts, bid plans and document development, and quantity and cost estimates for this project.

**Central Park Trail Connection, City of Schenectady, NY**

B&L was selected by the City to provide engineering and construction phase services for this locally administered federal aid project that will complete Phase 1 of the planned Downtown Schenectady Park Loop by connecting Vale Park to Central Park. B&L designed an off-road pedestrian and bicycle facility on Brandywine Ave., Bradley Street, and through Central Park by designing the reconstruction of these urban city roadways within the City right-of-way, to allow for the most efficient re-allocation of width while providing a complete street corridor.



# Thaddeus M. Kolankowski, Jr., R.L.A., LEED AP

## Managing Landscape Architect



### Years of Experience

29

### Education

B.S., Landscape Architecture -  
SUNY ESF, 1987

A.A.S., Liberal Arts and Science -  
Erie Community College, 1984

### Professional Registrations

Registered Landscape Architect,  
New York 1993; Maryland 2013

Leadership in Energy and  
Environmental Design (LEED)  
Accredited Professional, 2009

### Professional Affiliations

Member - American Society of  
Landscape Architects

US Green Building Council

### Summary

Mr. Kolankowski has extensive experience in land planning and design incorporating multi-modal transportation, energy efficiency, and land use planning. He facilitates public outreach for municipal projects throughout Eastern New York. He has facilitated zoning and planning training, and provided assistance to the planning and zoning boards of several municipalities.

Mr. Kolankowski has completed several projects in historic districts, heritage areas, and other culturally sensitive locations and brings experience from many parks, recreation, landscaping, green space, and trail projects. He has extensive experience in designing green infrastructure practices, as well as preparing for and facilitating visualization and public outreach for a wide variety of projects throughout Eastern New York. Mr. Kolankowski has extensive site grading, slope stabilization and planting design for a wide range of projects including stream corridors, and waterfront projects.

### Relevant Project Experience

#### **'Finding Rosendale' Circulation and Wayfinding Plan, Town of Rosendale, NY**

The project is funded under Ulster County's UPWP to improve economic vitality and access to recreational opportunities within the community by developing feasible planning and design concepts that improve circulation, accessibility, parking, and safety for pedestrians, bicyclists, and motorists in and around the NYS Route 213 or "Main Street District" of the Town of Rosendale. The plan, titled "Finding Rosendale", will be consistent with complete streets concepts as well as community goals and expectations.

#### **Downtown Schenectady Park Loop (Mohawk-Hudson Bike/Hike Trail), Schenectady, NY**

B&L designed and implemented streetscape and pedestrian improvements in order to provide a safe, attractive public corridor resulting in the Downtown Park Loop, one of four loop systems that will eventually convey the Mohawk-Hudson Bike/Hike Trail to and through the City of Schenectady. B&L advanced preliminary design development of final design plans, specifications and estimates and bid and contract documents proportional to the available project funding. Mr. Kolankowski was project manager and led extensive community outreach efforts to assist the city with consensus building for the project.

#### **Wallkill Valley/Hudson Valley Link Study, Southern Ulster Alliance**

This study investigated routing a trail through the densely populated Village of New Paltz, to the Hamlet of Highland. It included pedestrian access Main Street in the Village, off-road path for cyclists and pedestrians and pass through two busy and congested intersections. The path will involve retrofitting an existing bridge or constructing of new pedestrian and bicycle/bridge over the New York State Thruway. B&L performed an existing conditions and needs analysis, trail economic factors analysis, summary of trail design guidelines and standards, alternatives and options, including trailhead and parking locations,

recommended implementation measures, stakeholder outreach summary, suggestion of probable cost with concept-level budgets for each Trail Link system component, sources of funding, and schedule and suggested project priorities, including a breakdown of Trail Link system into construction phases.

**Zim Smith Trail Feasibility Study, City of Mechanicville, NY**

Ted is project manager for the city's feasibility study of the Zim Smith Trail connection through the city to the future Champlain Canalway Trail. B&L provided an analysis of alternative pathways, options for trail construction and potential spin-off projects. The project is currently in the fundraising phase and expected to be implemented in the next five years.

**Multi-Use Path Construction from George Angell Drive to Pedestrian Bridge at Saranac Street, City of Plattsburgh, NY**

Mr. Kolankowski is project manager for preliminary and final design services for 1.5 mile multi-use path between George Angel Drive to Saranac Street. This important bicycle and pedestrian transportation facility will link key generators west of the Plattsburgh city center to downtown and the Lake Champlain waterfront.

**Catskill Mountain Railroad Feasibility Analysis, Kingston, NY**

Mr. Kolankowski was project landscape architect for a linkage analysis that evaluated the suitability of alternative connecting routes between the Catskill Mountain Railroad corridor and the Wallkill Valley Rail Trail. The analysis included evaluation of existing rail corridors, local roads and routing through the Kingston Stockade Historic District.

**Jefferson Street Rehabilitation Project, Sullivan Renaissance, Village of Monticello, NY**

B&L completed a concept plan and narrative for the rehabilitation of Jefferson Street in the Village of Monticello, New York. The project included concept plan development, constructability review, construction cost estimating, review of existing and proposed utilities, stakeholder coordination meetings, and Complete Streets implementation. B&L produced a feasibility report and concept plan for the Village and Sullivan Renaissance to use to gain support and capture funding in order to move the project towards completion.

**Central Park Trail Connection, City of Schenectady, NY**

B&L was selected by the City to provide engineering and construction phase services for this locally administered federal aid project that will complete Phase 1 of the planned Downtown Schenectady Park Loop by connecting Vale Park to Central Park. B&L designed an off-road pedestrian and bicycle facility on Brandywine Ave., Bradley Street, and through Central Park by designing the reconstruction of these urban city roadways within the City right-of-way, to allow for the most efficient re-allocation of width while providing a complete street corridor.

# Stephen B. Le Fevre, P.G., C.P.G.

## Senior Managing Hydrogeologist



### Years of Experience

31

### Education

B.S. Geology, Hope College,  
1981

M.S. Geology, Baylor University,  
1989

### Professional Registrations

Licensed Professional Geologist  
WY, KY, PA, WI

Certified Professional Geologist

### Professional Accreditations

OSHA 40-Hour Safety Training  
Program

### Professional Affiliations

American Institute of  
Professional Geologists (AIPG)

National Ground Water  
Association (NGWA)

Hudson Mohawk Professional  
Geologist Association (President  
2007-2008)

Eastern NY Chapter of the Air &  
Waste Management Association  
(Chairperson 2008-2009)

### Summary

Mr. Le Fevre has experience working as a hydrogeologist on a wide variety of projects in New York State. He has technical expertise in the following areas: administration and management of USEPA-funded Brownfields assessment and cleanup projects, hazardous waste investigations, including remedial investigation/feasibility studies (RI/FS), Phase I and Phase II environmental site assessments, groundwater supply development and aquifer analysis, mining permit applications and mined land use plans, draft environmental impact statements (DEIS), environmental permitting, preparation of documentation in support of SEQR determinations, review of SEQR submittals, and mining permit applications and mined land use plans.

### Relevant Project Experience

#### Jefferson Street Gateway Improvement, Village of Monticello

This Locally Administered Federal-Aid project is funded through the **Transportation Alternatives Program (TAP)**. The project includes installation of an 1800' foot long multi-use path along an urban minor arterial. The project promotes non-motorized transportation along a new multi-modal corridor improving safety for all users. Additional project features include ADA compliance, access control, landscaping, drainage, street furniture, the design of a pocket park, signage, and high visibility crosswalks. The project design is complete and will be constructed in early 2016.

#### Hudson Valley Rail Trail, Town of Lloyd

B&L provided preliminary and final engineering services for this vital multi-modal trail link in the Hudson Valley Rail Trail. Design features include: new trailhead parking; 1.4 miles of 12' wide paved multi-modal trail; 125' span pedestrian bridge; 28'w x 15'h trail underpass; trail cross-under; pedestrian trail spur; and connection to Walkway over the Hudson. The project included the investigation, alternative assessment, design, and development of contract documents for the trail and various bridge, culvert and roadway crossings. In addition, construction inspection and construction support services were provided under the construction phase of the project.

#### South Street Reconstruction and Safety Improvements, Mechanicville, NY

This locally administered federal aid project reconstructed a failing roadway that runs along the top edge of a failing slope overlooking Talmadge Park. The new roadway includes a multi-use path, granite curbing, railings, closed drainage system with a hydro-dynamic separator and extreme storm storage for MS4 compliance, utility relocations, and pre-cast aesthetic gravity retaining walls. The project improved safety for pedestrians, bicyclists, those with disabilities, and motorists along this heavily traveled route to the Mechanicville public school complex.



**Beach Road Reconstruction and Stormwater Improvements, Warren County, NY**

The objective of the project is to repair a severely deteriorated roadway structure and drainage system, and to enhance the accommodations for the many modes of travel within the corridor. The complete reconstruction project offers the opportunity to significantly improve the quality of water that drains from Beach Road and West Brook to Lake George. The existing four lanes of roadway will be replaced with a porous asphalt pavement system designed to collect, store, and infiltrate more than 4" of stormwater in a 24 hour period. This project, classified as experimental by the FHWA, will also include a complete closed drainage system designed and installed as a backup system should a change back to impervious pavement be desired in the future. With the porous pavement in place, the drainage system will act as temporary storage and as an overflow system during large storm events (> 4" of rain). This porous pavement system will be the first roadway of its kind constructed in NY State.

**Pedestrian Safety Improvements Safe Routes to Schools Pruyn Hill Road, Town of Halfmoon, New York**

Pruyn Hill Road provides access to the Mechanicville City School District Campus for cars, bicycles and pedestrians. The road had only an eroded, uneven 2-foot shoulder for non-vehicle traffic. The project completed the Safe Routes to Schools (SRTS) program for the Mechanicville School District. It provides a safe link for children between the City of Mechanicville and the City School District campus to promote walking and bicycling.

**Esplanade Waterfront Redevelopment Project, City of Mechanicville, NY**

Mr. Le Fevre provided environmental support services to the City Council in the SEQR review of a long environmental assessment form and supporting environmental documentation for a proposed mixed-use apartment complex on the Hudson River in the City of Mechanicville. The proposed Esplanade development will consist of six four-story buildings and one three-story building that will include 176 residential housing units and commercial space along the Hudson River.

**Beach Road Reconstruction, Warren County**

B&L provided environmental investigations for this 1.1 mile corridor project that involved scoping, development, public information meetings, environmental and cultural screenings, alignment assessments, design report development, contract plans and bid documents, environmental and highway permitting, bid services, construction administration and inspection services. The project is addressing such issues as traffic congestion reduction, pedestrian and intersection improvements, aesthetic enhancements and amenities, and infrastructure reconstructions and upgrades.



## PROJECT FEE

We have provided the attached staffing chart table to outline our estimated number of hours per item, billing rates for staff members, and subconsultant costs to accompany the Project Approach and Scope of Work from the B&L Team. The technical proposal outlines an approach that corresponds to the cost proposal presented and the requirements outlined in the Request for Proposals.



**Barton & Loguidice, D.P.C.**  
**Preliminary and Final Engineering for the Complete Streets Saratoga Greenbelt Downtown Extender**  
**City of Saratoga Springs**  
**Detailed Fee Estimate and Billing Rate Table**

		Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Total Hours	Billing Rate	Total Amount
<b>Barton &amp; Loguidice, D.P.C.</b>	Associate			3	1	2		4	10	\$186	\$1,860
	Managing Landscape Architect	6	2	13	8	6		10	45	\$138	\$6,210
	Managing Engineer	6	2	27	8	6	1	20	70	\$132	\$9,240
	Sr. Managing Hydrogeologist		2	2	2				6	\$162	\$972
	Sr. Project Engineer		4	40	12	6	2	26	90	\$112	\$10,080
	Assistant Landscape Architect II		30	22	4	4	4	14	78	\$75	\$5,850
	Engineer I	2	30	92	4	4	4	64	200	\$83	\$16,600
	Principal Engineering Technician		4	12				24	40	\$110	\$4,400
	Project Administrator							6	6	\$78	\$468
	Senior Group Technical Assistant		8	4				8	20	\$57	\$1,140
	B&L Total Hours	14	82	215	39	28	11	176	565		\$56,820
	Subtotal Cost per Task	\$1,786	\$6,948	\$21,554	\$4,646	\$3,296	\$988	\$17,602			
	Direct Non-Salary Cost	\$111	\$111	\$111	\$111	\$111	\$111	\$111			\$778
	B&L Contract Sub-Total per Task	\$1,897	\$7,059	\$21,665	\$4,757	\$3,407	\$1,099	\$17,713			\$57,598
	Azimuth Surveying & Cartography		\$42,700								\$42,700
	<b>Total Project Cost =</b>	<b>\$1,897</b>	<b>\$49,759</b>	<b>\$21,665</b>	<b>\$4,757</b>	<b>\$3,407</b>	<b>\$1,099</b>	<b>\$17,713</b>			<b>\$100,298</b>

# APPENDIX



**PROPOSAL SUBMISSION REQUIREMENTS**

Submit a written proposal for the Project with your firm's introduction, your project approach, your experience with similar process mechanical projects and 3 references, the key personnel that will work on the project, a project organization chart, and a staffing chart with number of hours and billing rate for staff working on the project. Please indicate the availability of key staff proposed this project. The Project Manager for the Downtown Extender is required to be a PTOE. Provide a lump sum cost with hourly estimates through construction administration.

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City may consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

TOTAL BID IN FIGURES: \$ \$100,298

TOTAL BID WRITTEN: One hundred thousand, two hundred ninety eight

COMPANY NAME: Barton & Loguidice, D.P.C.

ADDRESS: 10 Airline Drive, Suite 200

Albany NY 12205 Phone No. (315) 457-5200  
(City) (State) (Zip)

E-MAIL ADDRESS: MSchooley@bartonandloguidice.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Matthew J. Schooley, P.E.

TITLE: Principal DATE: 12/11/17





**Non-Collusive Bidding Certification**

Section §139(d) State Finance Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) 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;

(2) 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

(3) 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."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Signature: Matthew J. Schooley Print Name: Matthew J. Schooley, P.E.

Title: Principal Date: 12/11/17

Company: Barton & Loguidice, D.P.C. Address: 10 Airline Drive, Suite 200, Albany, NY 12205

Subscribed to under penalty of perjury under the laws of the State of New York, this 11 day of December, 2017 as the act and deed of said corporation or partnership.



## Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/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 vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

To promote a working relationship with the City of Saratoga Springs based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City of Saratoga Springs or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City of Saratoga Springs related projects and transactions.
- Not engage in any course of conduct with the City of Saratoga Springs employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City of Saratoga Springs any activity by a City of Saratoga Springs employee or contractor, consultant or vendor of the City of Saratoga Springs that is inconsistent with the City of Saratoga Springs Code of Ethics.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- The Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- 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.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

## Vendor Acknowledgement

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

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/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.

Signature: Matthew J. Schooley Printed name: Matthew J. Schooley, P.E.

Title: Principal Date: 12/11/17

Company Name: Barton & Loguidice, D.P.C.

Company Address: 10 Airline Drive, Suite 200, Albany, NY 12205





## City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services

(For Professional Services Licensed by the State of New York Office of Professions Education Department)

City Project Number: 2017-42 City Project Name: Preliminary and Final Engineering for the Complete Streets Saratoga Greenbelt Downtown Extender  
 Prevailing Wage Project No.: N/A  
 City Department: Parks, Open Lands, Historic Preservation and Sustainability Department Contact Person: Tina Carton City Ext.  
 Company Name: Barton & Loguidice, D.P.C.  
 Company Address: 10 Airline Drive, Suite 200, Albany, NY 12205  
 Company Telephone No.: (518) 218-1801 Company Fax No.: (518) 218-1805  
 Consultant Primary Contact for This Project: Daniel J. Rourke Title: Managing Engineer

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 Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant 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 Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant 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 Consultant 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 contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (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 Consultant.

The City of Saratoga Springs requires the Consultant 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:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance:** One Million per Claim with Two Million 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 Consultant 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 Consultant 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 Consultant 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 Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.



The Consultant, to the fullest extent provided by law, shall defend, 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 Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. 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 Consultant, as aforesaid.

The Consultant 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 Consultant 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 Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. 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 Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant 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 Consultant or other persons, while engaged in the performance of any work or services required by the Consultant 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 Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant 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.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant'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 Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant 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 Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant 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.

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

Consultant Signature:  Date: 12/11/17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2018

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> Pietrosanto Insurance Agency 4265 Route 50  Saratoga Springs NY 12866		<b>CONTACT NAME:</b> Heidi Marsh <b>PHONE (A/C, No, Ext):</b> 518-581-3282 <b>FAX (A/C, No):</b> 518-581-3283 <b>E-MAIL ADDRESS:</b> heidi@pietrosanto.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> MAIN ST AMER ASSUR CO	29939
		<b>INSURER B:</b> NGM INS CO	14788
		<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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		BPU1599X	04/03/2018	04/03/2019	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500000						
	MED EXP (Any one person) \$ 10000						
	PERSONAL & ADV INJURY \$ 1000000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2000000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2000000
							\$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input 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			BIU1599X	04/03/2018	04/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUU1599X	04/03/2018	04/03/2019	EACH OCCURRENCE \$ 5000000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						AGGREGATE \$ 5000000
							\$
	<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					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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Saratoga Springs is additional insured on a primary and non-contributory basis as required by written contract.

**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 <i>Jeff Pietrosanto</i>

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**Certificate of Attestation of Exemption  
from New York State Workers' Compensation and/or  
Disability and Paid Family Leave Benefits Insurance Coverage**

**\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\***

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required. Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<b>In the Application of (Legal Entity Name and Address):</b> James J White DBA: azimuth surveying & cartography 3602 Waters Rd Amsterdam, NY 12010-8462 PHONE: 518-399-7901 FEIN: XXXXX7628	<b>Business Applying For:</b> OTHER: unknown  From: saratoga springs
---	---

**Workers' Compensation Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:  
The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

**Disability and Paid Family Leave Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:  
The business MUST be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, James J. White, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

<b>SIGN HERE</b>	<b>Signature:</b>	<b>Date:</b> 5/1/18
<b>Exemption Certificate Number</b> 2018-030920		<b>Received</b> May 1, 2018 NYS Workers' Compensation Board





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/01/2018

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>  ARTHUR J GALLAGHER RISK MGMT SERV INC ONE JERICHO PLAZA, STE 200 JERICHO, NY 11753		<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext):</b> (800) 313-8124 <b>FAX (A/C, No):</b> 866-828-2424 <b>E-MAIL ADDRESS:</b> Certificate@Hanover.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hanover Insurance Co	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Architects and Engineers Liability Claims-Made Coverage	N	N	LHY 9115718 07 RETRO DATE: 12/1/1997	4/24/2018	4/24/2019	PER CLAIM: \$1,000,000 AGGREGATE: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
NAMED INSURED CONT: AZIMUTH SURVEYING & CARTOGRAPHY; CARTOGRAPHY.

<b>CERTIFICATE HOLDER</b>  CITY OF SARATOGA SPRINGS 474 BROADWAY SARATOGA SPRINGS NY 12866	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Simone Shetler</i>
--	---



BARTO-4

OP ID: MB

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2018

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> Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble		<b>585-385-0428</b>		<b>CONTACT NAME:</b>	
				<b>PHONE (A/C, No, Ext):</b> 585-385-0428	
				<b>FAX (A/C, No):</b> 585-662-5755	
				<b>E-MAIL ADDRESS:</b>	
				<b>INSURER(S) AFFORDING COVERAGE</b>	
				<b>INSURER A:</b> National Fire Ins. Co.	
				<b>INSURER B:</b> Valley Forge Insurance Company	
				<b>INSURER C:</b> Continental Insurance Company	
				<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 <input checked="" type="checkbox"/> Business Owners <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6017222821	04/24/2018	04/24/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" 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		6017222852	04/24/2018	04/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	Y		6017222849	04/24/2018	04/24/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6017222835	04/24/2018	04/24/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The above listed policies include 30-day notice of cancellation. Blanket additional insured on a primary & non contributory basis is included under general, auto and umbrella policies. Umbrella follows form on 30-day notice of cancellation.

## CERTIFICATE HOLDER

SARAT-5

City of Saratoga Springs  
office of Risk and Safety  
Management  
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

*MaryBeth Rumble*



BARTO-4

OP ID: SM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2017

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.

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<b>PRODUCER</b> Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble		<b>585-385-0428</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 585-385-0428 <b>FAX (A/C, No):</b> 585-662-5755 <b>E-MAIL ADDRESS:</b> smiller@poole-ny.com
<b>INSURED</b> Barton & Loguidice, D.P.C. Barton & Loguidice Engineers, PLLC Barton & Loguidice, P.C. 443 Electronics Parkway Liverpool, NY 13088		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty International Underwri <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 19917	

**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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) <input type="checkbox"/> Y/N <input type="checkbox"/>		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Prof. Liability			AEE197293-0117	07/20/2017	07/20/2018	PER CLAIM 2,000,000
	PollutionLiability			AEE197293-0117	07/20/2017	07/20/2018	AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Includes 30-day notice of cancellation.

## CERTIFICATE HOLDER

SARAT-5

City of Saratoga Springs  
office of Risk and Safety  
Management  
City Hall, 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

**Request for Certification of Sufficient Funds**

**Submittal Date: 05/07/2018**

**The Department of Mayor – Planning and 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.**

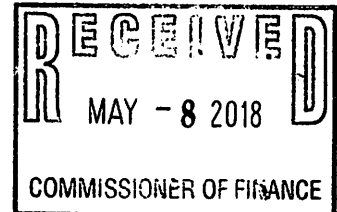
**Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):**

**Vendor:** Barton & Loguidice, D. P. C.

**Project:** Saratoga Greenbelt Trail Downtown Extender

**City Council Approval:**

- 2018 Capital Budget Saratoga Greenbelt Trail H3517142 5200 1240
- 2018 Capital Budget Complete Streets Implementation H3517142 5200 1251



**Appropriation – Current Budget Expense Org/Object/Proj(s):** H3517142-52000-1240, H3517142 5200 1251

**Amount Requested for Approval:**

\$ 100,298.00 TOTAL ✓  
\$ 50,298.00 H3517142 5200 1240  
(Saratoga Greenbelt Trail)  
\$ 50,000.00 H3517142 5200 1251  
(Complete Streets)

**Current Amount Available:**

\$ 300,000 TOTAL  
\$ 100,000.00 H3517142 5200 1240  
(Saratoga Greenbelt Trail)  
\$ 200,000.00 H3517142 5200 1251  
(Complete Streets)


**Transfer/Amendment Pending:** \$

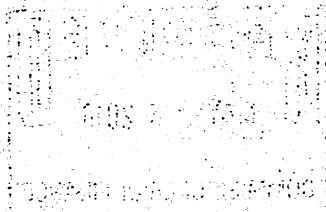
**Transfer/Amendment Date:**

      5/7/18      **Department Head**  
Signature      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.**

      5/8/18  
Commissioner of Finance      Approval Date



*W. J. [unclear]*

*W. J. [unclear]*

*W. J. [unclear]*



**CHANGE ORDER**  
**City of Saratoga Springs**

No. 1

DATE OF ISSUANCE: April 23, 2018

EFFECTIVE DATE: \_\_\_\_\_

OWNER: City of Saratoga Springs

CONTRACTOR: Spring Electric Inc

Contact: Pat Spring

Project: Additional Electric at Recreation Center

OWNER'S Contract No.: \_\_\_\_\_

ENGINEER'S Contract No.: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

You are directed to make the following changes in the Contract Documents:

Description:

Provide interconnect between the units and install 4 shot clocks on the collegiate basketball hoops

Reason for Change Order:

City requested the installation of the shot clocks and to interconnect the basketball hoops

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	
Original Contract Price:	\$ <u>7,620.00</u> ✓
Net Increase (Decrease) From Previous Change Orders:	No. _____ To _____ \$ _____
Contract Price Prior To This Change Order:	\$ <u>7,620.00</u>
Net Increase (Decrease) Of This Change Order:	\$ <u>1,300.00</u> (initials) ✓
Contract Price With All Approved Change Orders:	\$ <u>\$8,920</u> (initials) ✓

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: \_\_\_\_\_

ENGINEER (Authorized Signature)

Date: 4-27-18

APPROVED:

By: \_\_\_\_\_

OWNER (Authorized Signature)

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

ACCEPTED:

By: \_\_\_\_\_

CONTRACTOR (Authorized Signature)

Date: 4/24/18

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Assn. General Contractors of America and the Construction Specifications Institute.



# CITY OF SARATOGA SPRINGS \*\* PURCHASE REQUISITION

DEPT 6000

DATE 4/24/18

VENDOR # 7548

VENDOR NAME Spring Electric

SHIP TO CODE \_\_\_\_\_

DELIVERY REFERENCE Rec Center

STATUS:

(PLEASE FAX)

(CONFIRMING)

(PRIORITY/EMERGENCY)

(BID# \* CCA DATE)

(CONTRACT #)

QTY	UNIT	DESCRIPTION	\$ UNIT	\$TOTAL	ORG	OBJ	PROJ
		Change Order #1		Additional Amount of \$1,300.00	H3517114	54720	1069
		to Install power to winches for Backboards					
		Change from \$7620					
		PO# 180251					
		Additional \$1,300					
		Change To \$8,920					
While installing power to winches for backboards noticed that the basketball hoops needed to be interconnected and shot clocks needed power & install. Quote attached to Engineering Department.							
		Release funds from PO# 00150784-00					

REQUESTED BY John L. 4/25/2018  
Date

APPROVED BY Lisa N. 4/26/18  
Date

**FOR AMOUNTS OF \$50,000 OR MORE, ALL WAIVE OF BIDS, CHANGE ORDERS, ALL COMMISSIONER OF FINANCE, AND ALL CAPITAL PROJECT PURCHASES, THE FOLLOWING MUST BE COMPLETED:**

## 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.

Michelle W. Clark-Madigan

Commissioner of Finance

4/26/18  
Approval Date



**COMPLETE AND SUBMIT TO PURCHASING FOR PROCESSING**



93 Blue Factory Road  
Averill Park, NY 12018  
(518) 410-6182

---

Date: April 24, 2018

To: Troy Bianco, City of Saratoga Engineering Department

Re City Recreational Center

We are pleased to provide you with a quote for this project, and look forward to working with you. Please contact me at 518-410-6182 with any questions. All quotes are valid for 90 days. All quotes are taxable unless tax exempt form is submitted with purchase order.

**Electrical Scope:**

Install shot clocks (owner provided)

Interconnect basketball hoops

**Total Bid: \$ 1,300.00**

Sincerely,

***Patrick P. Spring, Vice President/ Master Electrician***





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2018

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

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<b>PRODUCER</b> Key Insurance & Benefits Services 555 Patroon Creek Blvd  Albany NY 12206		<b>CONTACT NAME:</b> CL Select <b>PHONE (A/C, No, Ext):</b> 877-470 6818 <b>FAX (A/C, No):</b> 716-819-5140 <b>E-MAIL ADDRESS:</b> selectcertificates@key.insurance	
<b>INSURED</b> SPRING ELECTRIC INC 93 BLUE FACTORY RD  AVERILL PARK NY 12018		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Selective Ins Co of America <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 12572	

**COVERAGES****CERTIFICATE NUMBER: 17-18 L A E****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	X		S 2111539	6/23/2017	6/23/2018	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000	
	OTHER:						\$	
A	<input type="checkbox"/> AUTOMOBILE LIABILITY	X		S 2111539	6/23/2017	6/23/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
							Auto Elite Pac \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		S 2111539	6/23/2017	6/23/2018	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE							
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
A	Leased/Rented Equipment			S 2111539	6/23/2017	6/23/2018	100,000	

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

City of Saratoga Springs

\*See attached Acord 101 for applicable forms

**CERTIFICATE HOLDER****CANCELLATION**

City of Saratoga Springs  
Office of Risk and 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

M Bonetto/SOESTE

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# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Key Insurance & Benefits Services, Inc.		NAMED INSURED SPRING ELECTRIC INC	
POLICYNUMBER see page 1		93 Blue Factory Road Averill Park, NY 12018	
CARRIER see page 1	NAIC CODE	EFFECTIVE DATE: See Page 1	

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

To the extent covered by endorsement form(s):


### **General Liability:**

CG 73 00NY (01/16) ElitePac General Liability Extension  
CG 79 21 (11/14) - Additional Insured - Owners, Lessees or Contractors - Completed  
Operations - Automatic Status When Required in construction Agreement with you

### **Auto Liability:**

CA 77 35 NY (03/12) ElitePac Commercial Automobile Extension





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/22/2018

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PRODUCER

Automatic Data Processing Insurance Agency, Inc.  
1 Adp Boulevard  
Roseland, NJ 07068

CONTACT NAME:

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A: Property And Casualty Insurance Company Of Hartford

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

SPRING ELECTRIC INC  
93 Blue Factory Rd  
Averill Park, NY 12018

NAIC #  
34690

COVERAGES

CERTIFICATE NUMBER: 818925

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 INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N		76WEGGF4679	06/04/2017	06/04/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N <input type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Job Reference: Recreation Center

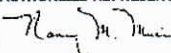
CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs  
Attn: Office of Risk and 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



ACORD 25 (2014/01)

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1 of 1

1/22/2018, 7:19 AM





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/19/2018

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> Key Insurance & Benefits Services 555 Patroon Creek Blvd  Albany NY 12206		<b>CONTACT</b> NAME: <b>CL Select</b> PHONE (A/C, No, Ext): <b>877-470 6818</b> FAX (A/C, No): <b>716-819-5140</b> E-MAIL: <b>selectcertificates@key.insurance</b> ADDRESS:	
<b>INSURED</b> SPRING ELECTRIC INC 93 BLUE FACTORY RD  AVERILL PARK NY 12018		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Selective Ins Co of America</b> NAIC # <b>12572</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 17-18 L A E

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	S 2111539	6/23/2017	6/23/2018	EACH OCCURRENCE \$ <b>1,000,000</b>
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b>					
	MED EXP (Any one person) \$ <b>10,000</b>					
	PERSONAL & ADV INJURY \$ <b>1,000,000</b>					
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	<input checked="" type="checkbox"/>	S 2111539	6/23/2017	6/23/2018	EACH OCCURRENCE \$ <b>5,000,000</b>
	AGGREGATE \$ <b>5,000,000</b>					
A	<input checked="" type="checkbox"/> <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	<input checked="" type="checkbox"/>	S 2111539	6/23/2017	6/23/2018	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	<b>Leased/Rented Equipment</b>		S 2111539	6/23/2017	6/23/2018	<b>100,000</b>

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

City of Saratoga Springs

\*See attached Acord 101 for applicable forms

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs Office of Risk and 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  M Bonetto/SOESTE

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# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Key Insurance & Benefits Services, Inc.		NAMED INSURED SPRING ELECTRIC INC	
POLICY NUMBER see page 1		93 Blue Factory Road Averill Park, NY 12018	
CARRIER see page 1	NAIC CODE	EFFECTIVE DATE: See Page 1	

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

To the extent covered by endorsement form(s):

### **General Liability:**

CG 73 00NY (01/16) ElitePac General Liability Extension  
 CG 79 21 (11/14) - Additional Insured - Owners, Lessees or Contractors - Completed  
 Operations - Automatic Status When Required in construction Agreement with you

### **Auto Liability:**

CA 77 35 NY (03/12) ElitePac Commercial Automobile Extension

**ElitePac®**  
**General Liability Extension Endorsement**

COMMERCIAL GENERAL LIABILITY  
**CG 73 00NY 01 16**

**SUMMARY OF COVERAGES (including index)**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-8) for changes affecting your insurance protection.

<b>DESCRIPTION</b>	<b>PAGE FOUND</b>
Additional Insureds - Primary and Non-Contributory Provision	Page 6
Blanket Additional Insureds - As Required By Contract	Page 5
Broad Form Vendors Coverage	Page 6
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 7
Employees As Insureds Modified	Page 5
Incidental Malpractice Exclusion modified	Page 6
Knowledge of Occurrence, Claim, Suit or Loss	Page 6
Liberalization Clause	Page 7
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 4
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Unintentional Failure to Disclose Hazards	Page 7
Waiver of Transfer of Rights of Recovery (subrogation)	Page 7
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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**ElitePac®**  
**General Liability Extension Endorsement**

COMMERCIAL GENERAL LIABILITY  
**CG 73 00NY 01 16**

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

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if **(a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, the coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**COVERAGES - Amendments**

**SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**EXCLUSIONS**

**Non-Owned Aircraft, Auto or Watercraft**

**A.** Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

**(2)** A watercraft you do not own that is:

- (a)** Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

**B.** The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

**Damage To Premises Rented to You**

**A.** The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

**B.** Paragraph **6.** under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

- 6.** Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.



- C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### **Electronic Data Liability**

- A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Date-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

- p. **Access or Disclosure Of Confidential Or Personal Information And Date-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

#### **SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS**

##### **Any Insured Amendment**

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

##### **a. Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

##### **Product Amendment**

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

##### **f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

#### **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

##### **Expenses For Bail Bonds And Loss Of Earnings**

- A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

#### **SECTION II - WHO IS AN INSURED - Amendments**

##### **Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II - WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:



1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

#### **Employees As Insureds Modified**

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2.e. **Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply but only for the benefit of the co-"employee" described above.

This provision does not apply to any claims covered under Worker's Compensation insurance.

#### **Newly Formed Or Acquired Organizations**

- A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- B. The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:
 

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect

to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged).

#### **Blanket Additional Insureds - As Required By Contract**

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit 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" or "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  1. Your ongoing operations, "your product", or premises owned or used by you;

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"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 by or for you, 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; and



- 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 failure to render, any professional architectural, engineering or surveying services.

- 2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract, or agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

#### **Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) whom you have agreed in a written contract or written agreement to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, however the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) prior to the "bodily injury" or "property damage".

#### **Incidental Malpractice**

Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This provision does not apply if you are a Social Service or Senior Living risk.

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments**

##### **Knowledge Of Occurrence, Claim, Suit Or Loss**

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. An "executive officer" or insurance manager, if you are a corporation;
- 4. Your members, managers or insurance manager, if you are a limited liability company; or



5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

#### **Primary and Non-Contributory Provision**

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance shall be excess with respect to any person or organization included as an additional insured under this policy, any other insurance that person or organization has shall be primary with respect to this insurance, unless:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis; and
- (3) The written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

#### **Unintentional Failure To Disclose Hazards**

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

#### **Waiver Of Transfer Of Rights Of Recovery**

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

#### **Liberalization**

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### **SECTION V - DEFINITIONS**

##### **Electronic Data**

The following definition is added to **SECTION V - DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

##### **Employee Amendment**

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

**Golfing Facility**

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

**Not-for-profit Member**

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2018

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> Key Insurance & Benefits Services 555 Patroon Creek Blvd  Albany NY 12206		<b>CONTACT</b> NAME: CL Select PHONE (A/C, No. Ext): 877-470 6818 E-MAIL: selectcertificates@key.insurance ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Selective Ins Co of America  <b>NAIC #</b> 12572	
<b>INSURED</b> SPRING ELECTRIC INC 93 BLUE FACTORY RD  AVERILL PARK NY 12018		<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER: 17-18 L A E****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	X		S 2111539	6/23/2017	6/23/2018	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000	
							\$	
A	<b>AUTOMOBILE LIABILITY</b>	X		S 2111539	6/23/2017	6/23/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/>	PROPERTY DAMAGE (Per accident) \$
							Auto Elite Pac \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		S 2111539	6/23/2017	6/23/2018	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
A	Leased/Rented Equipment			S 2111539	6/23/2017	6/23/2018	100,000	

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

Per attached Acord 101 -

The City of Saratoga Springs is listed as an additional insured on a primary and non contributory basis.

**CERTIFICATE HOLDER****CANCELLATION**

City of Saratoga Springs Office of Risk and 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  M Bonetto/SOESTE

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ACORD 25 (2014/01)

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INS025 (201401)





# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Key Insurance & Benefits Services, Inc.		NAMED INSURED SPRING ELECTRIC INC
POLICY NUMBER see page 1		93 Blue Factory Road Averill Park, NY 12018
CARRIER see page 1	NAIC CODE	EFFECTIVE DATE: See Page 1

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

To the extent covered by endorsement form(s):

### **General Liability:**

CG 73 00NY (01/16) ElitePac General Liability Extension  
 CG 79 21 (11/14) - Additional Insured - Owners, Lessees or Contractors - Completed  
 Operations - Automatic Status When Required in construction Agreement with you

### **Auto Liability:**

CA 77 35 NY (03/12) ElitePac Commercial Automobile Extension



**City of Saratoga Springs' Risk and Safety Manual**  
**Title: Asset Recognition**  
**Responsible Party: City Council and their Designees**

**I. Policy**

The City Charter 7.3.4 requires that the Accounts Department "shall annually maintain and update all inventories prepared by City departments and entities."

Assets budgeted in either the General or Capital Fund shall be recognized per the mandates of the Governmental Accounting Standards Board (GASB) and recorded in the Non-Current Governmental Assets (Assets).

All assets meeting the definition of a fixed asset shall be considered a long-term asset and shall be recorded in the Non-Current Governmental Assets (ASSETS). The City and its departments are responsible to account for all long-term and short term assets under its jurisdiction. Such assets shall be systematically and accurately recorded; properly classified; and adequately documented in the ASSETS. All City departments shall establish an internal control structure over fixed assets that provide reasonable assurance of effective and efficient operations, reliable financial reporting, and compliance with applicable laws and regulations.

When preparing the City's annual financial statements, capital assets are recorded on the statement of net assets (balance sheet), net of accumulated depreciation. Assets are reported on the annual financial statements separately for Water and Sewer Funds.

**II. Definitions**

The following is a list of definitions that pertain to the recording of assets. It is by no means meant to be all-inclusive, but instead provides examples within recognized categories per Generally Accepted Accounting Principles.

**Acquisition Cost:** The cost that a company recognizes on its books for property and equipment. May be the invoice price or, if donated, the fair market value. Also included are costs incurred to place the asset into service such as freight, or installation.

**Appraisal:** A valuation of an item based upon its worth from an aesthetic or historical value completed by an authorized individual every five years.

**Antiques, Art Works and Historical Treasures:** An asset (building, work of art, artifact, place) that has been declared historical by either the federal government or the State.

**Building:** A structure permanently attached to land that has at least three walls and a roof or is partially enclosed by walls and has a roof that is not intended to be movable.

**Building Improvements:** Fixtures, machinery and other items attached to or installed in City-owned buildings in such a way that they cannot be removed without causing damage to themselves or the buildings to which they are affixed that extend the useful life or increase the value of the building or both.

**Capital Asset:** Any land, building, equipment, improvement, infrastructure or intangible that are used for government operations and meet the capitalization definition and have a value of more than Five Thousand Dollars (\$5,000).

**Capitalization:** An accounting method used to delay the recognition of expenses by recording the expense as a long term asset.

**Capitalization Threshold:** The cost at or above which a long lived asset should be capitalized. Amounts spent to acquire long-lived assets with a cost falling below the capitalization threshold should be expensed per the City's Finance Capitalization Policy.

**Computer Hardware:** Computer hardware consists of all equipment that can be considered components of, is typically attached to, or communicates with an information system. The term encompasses processing units, memory apparatus, input and output devices, storage devices and connectivity equipment.

**Computer Software:** There are two major categories of software: system software that controls the hardware components and enable the basic functions of the system, and application software that is used to accomplish specific tasks such as word processing. Software may be purchased from a vendor or developed internally.

**Construction:** Building a structure or infrastructure as opposed to buying or leasing one already complete.

**Construction in Progress:** Construction in progress includes the costs incurred for incomplete capital projects involving the construction or installation of buildings, improvements, roadways, bridges, etc. that typically span more than one (1) year.

**Depreciation:** The method of allocating historical cost of a capital asset over its estimated useful life in a systematic rational manner. The estimated useful life is the estimation of time that the asset will provide the benefit of use. The City uses straight line depreciation.

**Disposable Asset:** An asset that is consumed in the course of doing business including, but not limited to soil, salt, gravel; sundries, paper products, cleaning supplies, etc.

**Donation:** The acquisition of an asset given to the City at no cost. These assets are to be valued at their fair market value and require the individual or entity donating the asset to provide a bill of sale providing its worth. The same is true when the City donates an asset to another entity via a City Council action.

**Equipment:** Any piece of machinery, vehicle, or other item necessary in the normal day to day operations of a department.

**Fixed Asset:** An asset that is tangible and physical in nature, including lands and buildings that has a monetary value between Five Hundred Dollars (\$500) and Four Thousand Nine Hundred Ninety-nine Dollars (\$4,999).

**Historical Cost:** The cost incurred to acquire an asset and place it into service in the normal operations of a department. Cost includes amounts paid or value assigned (in the case of a donated asset) and any incidental costs incurred to place the asset into service, such as freight, installation charges, preparation of the area in which the asset will be operated, etc. Note: The cost of removing an old asset being replaced is not includable.

**Improvements:** Any additions to or costs incurred that increase the useful life of the asset and/or that will result in an asset performing functions that it previously did not perform. Improvements may be separated into two categories: Additions to a previously existing asset, or replacement of a component of plant or equipment with new parts that significantly improves the asset's performance. (Taking an old engine out of a truck and replacing it with a new one is an example of an improvement.) Improvements must be separately identified from normal maintenance and upkeep. (Any expenditure made to keep an asset operating at its normal capacity or preventing it from prematurely deteriorating, is considered maintenance and should not be added to the value of the asset. (Replacing the oil, spark plugs and antifreeze in an engine are examples of regular maintenance.)

**Infrastructure:** General government capital assets that are long lived, stationary in nature, and that can normally be preserved for significantly greater number of years that are immovable and have value only to the governmental unit, unless sold. Examples are roads, bridges, tunnels, dams, beaches, pedestrian and bicycle paths, drainage systems, lighting systems, water and sewer systems, piers, boardwalks and other similar items.

**Insurable Interest:** An asset in the care, custody and control of the City.

**Intangible Asset:** An asset having no physical existence whose value is limited by the rights and anticipated benefits that possession confers upon the City such as trademarks or goodwill. Copyrights, patents, easement, software and intellectual property are all examples of intangible assets.

**Inventory:** Disposable or consumable assets that are materials and/or equipment that are used in the course of everyday government activity that have a value between One Hundred Dollars (\$100) and Four Hundred Ninety Nine Dollars (\$499) that are used to repair and or maintain equipment – spark plugs, tire, timing belts; used in everyday housekeeping – cleaning supplies; hand tools – saws, hammers, etc

**Land:** A capital asset recorded individually by tax parcel number. All land, regardless of cost, should be included in the system and recorded as a capital asset separate from any improvements made to it.

**Land Improvements:** Improvements subsequent to the acquisition of land that have a limited economic life. (Examples include walkways, parking lots, streetlights, landscaping and fencing.)

**Lease:** An agreement entered into by the City whereby periodic payments are made to a separate entity for the right to use an asset such as a building, equipment, vehicles, etc.

**Location Code:** A code that identifies the physical location of an asset.

**Loss:** The involuntary disposal of an asset due to fire, flood, theft, vandalism, etc.

**Maintenance:** The normal repairs and upkeep performed on an asset to keep it operating in an appropriate condition. These repairs will not prolong the life of an asset, but merely keep it operating properly.

**Property of Others:** Borrowed, leased or rented equipment.

**Purchase:** Acquiring an asset by paying for it, exchanging another asset for it, or a combination of the two.

**Replacement Cost:** The amount needed to replace an asset in today's dollars.

**Retirement:** Retirement takes an asset out of service because it is no longer considered useful. There is no profit posted when an asset is taken out of service via retirement..

**Sale:** Disposal of an asset in exchange for some form of consideration including, but not limited to, money or exchanging it for another asset.

**Salvage Value:** The presumed or estimated residual value of an asset at the end of its useful life.

**Tag Number:** Unless otherwise identified, a bar-coded tag that is attached to equipment assets. The tag number of an asset may also be its vehicle identification number if it is a vehicle or a serial number if it is materially affixed to an asset or inventory.

**Tangible Asset:** A resource having physical substance. Buildings, land and machinery are all examples of tangible assets.

**Transfer:** The physical movement of an asset or inventory due to a change of fiscal responsibility of an asset from one department to another.

**Useful Life:** The period of time an asset is expected to operate efficiently for its designated purpose. This life will be used to depreciate the asset.

**Valuable Papers and Records:** Written, printed or otherwise inscribed documents and records including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts

### **III. Policy:**

#### **A. Capital Assets**

Capital Assets are defined as any land, building, equipment, improvement, and infrastructure or intangible assets that are used for government operations and meet the capitalization threshold.

# City of Saratoga Springs Asset Recognition Policy

## 1. Asset Valuation:

Fixed assets shall be recorded in the ASSETS at historical cost or, if the cost is not readily determined, at estimated historical costs, exclusive of depreciation. Cost shall include applicable ancillary costs. All costs shall be documented, including methods and sources used to establish any estimated costs. In the case of gifts, the fixed asset should be recorded at fair market value at the date of receipt. There are three ways in which the City may come into possession of assets:

- a. *Purchased Assets*: The recording of purchased assets shall be made on the basis of actual costs, including all ancillary costs, based on vendor invoice or other supporting documentation.
- b. *Constructed Assets*: All direct costs (including labor) associated with the construction project shall be included in establishing the asset valuation.
- c. *Donated Assets*: Fixed assets acquired by gift, donation, or payment of a nominal sum not reflective of the asset's market value shall be assigned cost equal to the fair market value at the time of receipt.

## 2. Asset Classification:

Fixed assets should be categorized into the following:

- Antiques, Art Works and Historical Treasures
- Buildings
- City Vehicles
- Construction Works in Progress
- Equipment and Machinery
- Improvements Other Than Buildings
- Infrastructure
- Land
- Inventory

## 3. General Policy for Capitalization:

Fixed assets should be capitalized as follows:

- All land acquisitions
- All buildings/facilities acquisitions and new construction
- Facility renovation and improvement projects costing more than Five Thousand Dollars (\$5,000)
- Land improvement and infrastructure projects costing more than Five Thousand Dollars (\$5,000)
- Equipment costing more than Five Thousand Dollars (\$5,000)
- Computer software costing more than \$5,000 with a useful life beyond a single reporting period
- Construction in Progress (CIP) for capital projects

## 4. Land Acquisitions:

The recorded cost of land includes (1) the contract price; (2) the costs of closing the transaction and obtaining title, including commissions, options, legal fees, title search, insurance, and past due taxes; (3) the costs of surveys; and (4) the cost of preparing the land for its particular use such as clearing and grading. If the land is purchased for the purpose of constructing a building, all costs incurred up to the excavation for the new building should be considered land costs. Removal of an old building, clearing, grading and filling are considered land costs because they are necessary to get the land in condition for its intended purpose. Any proceeds obtained in the process of getting the land ready for its intended use, such as salvage receipts on the demolition of the old building or the sale of cleared timber, are treated as reductions in the price of the land. Capitalization of land costs include, but are not limited to, the following:

- Original contract price
- Brokers' commissions
- Legal fees for examining and recording title
- Cost of title guarantee insurance policies



## City of Saratoga Springs Asset Recognition Policy

- Cost of real estate surveys
- Cost of an option when it is exercised
- Special paving assessments
- Cost of excavation, grading or filling of land and razing of an old building
- Cost of cancellation of unexpired lease
- Payment of noncurrent taxes accrued on the land at date of purchase, if payable by purchaser

### 5. Buildings/Facilities:

Capitalization of facilities costs include, but are not limited to, the following:

- Original contract price of asset acquired or cost of design and construction
- Expenses incurred in remodeling, reconditioning, or altering a purchased building to make it available for the purpose for which it was acquired.
- Expenses incurred for the preparation of plans, specifications, blueprints, etc.
- Cost of building permits
- Payment of noncurrent taxes accrued on the building at date of purchase, if payable by purchaser
- Architects' and engineers' fees for design and supervision
- Costs of temporary facilities used during the construction period

Each building or addition of square footage to an existing building acquired or constructed is divided into ten (10) major building components. The components are as follows:

1. General construction
2. Site preparation (this component is classified as land on the financial statements)
3. Roof and drainage
4. Interior construction
5. Plumbing
6. Heating, ventilation, and air conditioning
7. Electrical
8. Fire protection
9. Elevators
10. Miscellaneous

The total cost of the building or additional square footage is then allocated among the ten (10) major building components. Projects such as building construction included in the fixed asset value of the building, the cost of professional fees (architect and engineering), permits and other expenditures necessary to place the asset in its intended location and condition for use should be capitalized. Furthermore, the cost of interest incurred during building construction should be capitalized as described below under capitalized interest costs.

### 6. Building Renovations/Rehabilitation:

A building renovation is defined as enhancements made to a previously existing building component. Any renovation to a building must at a minimum meet the following criteria to qualify as a fixed asset:

1. The total project cost must be more than Five Thousand Dollars (\$5,000)
2. The renovation must extend the useful life or capacity of the asset

### 7. Building Improvements:

An improvement to a building is defined as adding a new component where one did not previously exist. The improvement must cost more than Five Thousand Dollars (\$5,000) and have an initial useful life extending beyond a single reporting period (generally one-year).

### 8. Land Improvements and Infrastructure:

Land improvements include items such as excavation, non-infrastructure utility installation, driveways,

## City of Saratoga Springs Asset Recognition Policy

sidewalks, parking lots, flagpoles, retaining walls, fencing, outdoor lighting, and other non-building improvements intended to make the land ready for its intended purpose. Land improvements can be further categorized as non-exhaustible and exhaustible. Expenditures for land improvements that do not deteriorate with use or passage of time are additions to the cost of land and are generally not exhaustible, and therefore not depreciable.

Infrastructure assets are defined as long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems.

Improvements to infrastructure or land improvements which extend the useful life or capacity of the asset and meet capitalization thresholds will be capitalized as a separate asset/component and depreciated over its estimated useful life

### 9. Equipment:

Equipment qualifying as a capital asset is defined as a single item with an acquisition cost of Five Thousand Dollars (\$5,000). Capitalization of equipment costs include but are not limited to, the following:

- Original contract or invoice cost
- Freight, import duties, handling and storage costs
- Specific in-transit insurance charges
- Sales, use and other taxes imposed on the purchase
- Costs of preparation of foundations and other costs in connection with making a proper site for the assets
- Installation charges
- Costs for reconditioning used equipment to make it usable for the purpose it was purchased

Improvements to existing equipment assets which extend the useful life or capacity of the asset and meet capitalization thresholds will be capitalized as a separate asset/component and depreciated over its estimated useful life.

### 10. Leased Equipment and Facilities:

Leased equipment and facilities should be capitalized if the lease agreement meets any one of the four (4) criteria below. Also, a contractual lease obligation for a facility, that at its inception, meets any of the following four criteria, should be capitalized:

- The lease transfer ownership of the property to the City by the end of the lease term.
- The lease contains a bargain purchase option.
- The lease term is equal to seventy-five (75) percent or more of the estimated economic life of the leased property.
- The present value of the lease payments at the inception of the lease, excluding executory costs, equals at least ninety (90) percent of the fair value of the leased property.

Leases that do not meet any of the above requirements should be recorded as an operating lease.

### 11. Computer Software:

Purchased computer software costing more than Five Thousand Dollars (\$5,000) with a useful life beyond a single reporting period (generally one-year) should be capitalized.

### 12. Intangible Assets:

Intangible assets are those that lack physical substance, are non-financial in nature and have an initial useful life extending beyond a single reporting period. Intangible assets must be identifiable, meaning they are either capable of being separated by means of sale, transfer, license or rent, or they arise from contractual

## City of Saratoga Springs Asset Recognition Policy

or other legal rights.

Intangible assets acquired or developed by the City could include licensed software, internally generated computer software and City owned websites or portals. Other examples include patents, copyrights and trademarks, permits and licenses, easements, and land use rights (e.g., water, timber or mineral rights). The value of certain intangible assets, such as land use rights or easements, may already be included in the reported value of the associated real property asset. In these instances, although the individual rights associated with the property are separable and intangible in nature, collectively they represent the ownership of a tangible asset. Therefore, the value of the individual rights should remain aggregated and reported as a tangible capital asset, not separately as an intangible asset (i.e., easements on City owned land should not be reported separately, but be included in the reported land value).

Current policy requires purchased computer software costing greater than Five Thousand Dollars (\$5,000) to be capitalized by the City (i.e., entered in the Real Asset Management System). The additional recognition requirements for intangible assets apply to internally generated computer software. In this regard, the activities involved in creating (and/or significantly modifying commercially available) software need to be evaluated to determine if the internal costs meet the criteria for capitalization.

### 13. Antiques, Art Works and Historical Treasures:

Collections, works of art and historical treasures of significance that are owned by the City should be considered for capitalization. Purchased works of art and historical treasures, whether they are held as individual items or in a collection, should be recorded based on historical cost. Gifts of these types are recorded using the fair market value at the date of donation. Antiques shall be recorded at their appraised values.

To capitalize an art collection, the following conditions must be met:

- a. Held for public exhibition, education, or research in furtherance of public service, rather than financial gain;
- b. Protected, kept unencumbered, cared for, and preserved; and
- c. Subject to an organizational policy that requires the proceeds from sales of collection items to be used to acquire other items for collections.

Inexhaustible collections, works of art and historical treasures where the economic benefit or service potential is used up so slowly that the estimated useful lives are extraordinarily long are not depreciated. Because of their cultural, aesthetic, or historical value, these assets are protected and preserved in a manner greater than that for similar assets without such cultural, aesthetic, or historical value. Capitalized collections or individual items that are exhaustible, such as exhibits whose useful lives are diminished by display or educational or research applications, must be depreciated over their estimated useful lives. No depreciation shall be recorded for collections or individual items that are inexhaustible. All works of art and historical treasures acquired or donated will be capitalized.

### 14. Construction in Progress (CIP):

A CIP asset reflects the cost of construction work undertaken, but not yet completed. For construction in progress assets, no depreciation is recorded until the asset is placed in service. When construction is completed, the asset should be reclassified as building, building improvement, or land improvement and should be capitalized and depreciated.

Construction In Progress (CIP) is the value of a capital project still in progress at the close of the fiscal year. The value is determined by the amount of capital expenditures from the start of the project to the close of the fiscal year, December 31. The Finance Office shall determine the value and give to the Accounts Office after all accounts payable processing ceases. The (CIP) list prepared by the Finance Office shall include the project name, project number, value of CIP in previous years, if applicable, additional or new amounts to be added in the given fiscal year, and total value of CIP as of December 31. The list shall also include any projects included in the previous year's financial statements as CIP, which need to be classified as an asset

## City of Saratoga Springs Asset Recognition Policy

as of December 31, when the project is completed. The Departments shall be responsible for maintaining the appropriate documentation necessary for the Accounts Department Assistant to properly record the project upon completion.

### 15. Accounting for Environmental Remediation:

Generally, pollution remediation outlays, including outlays for property, plant and equipment, should be recorded as an expense. Some projects (for example, land improvements or remodeling), for which the primary objective is other than pollution remediation, may include pollution remediation activities. Except as provided below, incremental outlays attributable to pollution remediation activities (outlays that would not be incurred absent pollution) should be recorded as an expense. Pollution remediation outlays should be capitalized when goods and services are acquired if acquired for any of the following circumstances:

- To prepare property in anticipation of a sale. In this circumstance, capitalize only amounts that would result in the carrying amount of the property not exceeding its estimated fair value upon completion of the remediation.
- To prepare property for use when the property was acquired with known or suspected pollution that was expected to be remediated. In this circumstance, capitalize only those outlays expected to be necessary to place the asset into its intended location and condition for use.
- To perform pollution remediation that restores a pollution-caused decline in service utility that was recognized as asset impairment. In this circumstance, capitalize only those outlays expected to be necessary to place the asset into its intended location and condition for use.
- To acquire property, plant, or equipment that has a future alternative use. In this circumstance, outlays should be capitalized only to the extent of the estimated service utility that will exist after pollution remediation activities uses have ceased.

For outlays under the first two (2) criteria, capitalization is appropriate only if the outlays take place within a reasonable period prior to the expected sale or following acquisition of the property, respectively, or are delayed, but the delay is beyond the entity's control.

### 16. Estimated Useful Life:

Estimated useful life means the estimated number of months or years that an asset will be able to be used for the purpose for which it was acquired. Eligible fixed assets should be depreciated over their estimated useful lives. The City has established a table of useful lives that is hard-coded into the ASSETS. When an asset is added to the system, depending upon the sub-category of fixed assets selected, a corresponding estimated useful life would be assigned.

#### Estimated Useful Lives in Years:

Buildings: 50

Improvements Other Than Buildings: 20

Infrastructure: 20 to 75

Streets/Roads/Highways: 25

Machinery, Equipment and Vehicles: 5 to 20

### 17. Asset Salvage Value:

The salvage value of an asset is the value it is expected to have when it is no longer useful for its intended purpose. In other words, the salvage value is the amount for which the asset could be sold at the end of its useful life. This value can be based on (1) general guidelines from some professional organizations such as GFOA, (2) internal experience, or (3) professionals such as engineers, architects, etc.

### 18. Depreciation:

Depreciation is the process of allocating the cost of tangible property over a period of time, rather than deducting the cost as an expense in the year of acquisition. Generally, at the end of an asset's life, the sum of the amounts charged for depreciation in each accounting period will equal original cost less the salvage

## City of Saratoga Springs Asset Recognition Policy

value.

The City has established the straight-line methodology for depreciating all fixed assets. Depreciation will begin in the month the asset is placed in service. Under the straight-line depreciation method, the basis of the asset is written off evenly over the useful life of the asset. The amount of annual depreciation is determined by dividing an asset's cost reduced by the salvage value, if any, by its estimated life. The total amount depreciated can never exceed the asset's historic cost less salvage value. At the end of the asset's estimated life, the salvage value will remain.

To calculate depreciation on a fixed asset, the following five (5) factors must be known:

- the date the asset was placed in service
- the asset's cost or acquisition value
- the asset's salvage value
- the asset's estimated useful life, and
- the depreciation method.

### 19. Transfer of Assets:

Assets transferred from one department to another shall be identified timely so the correct location and sub-location is assigned.

### 20. Asset Retirement:

Retiring an entire asset or building component means removing the entire asset and related accumulated depreciation from the fixed asset file. Any undepreciated balance will be reported as a disposal expense, net of any value received. Assets sold at auction or on line shall be so noted in the month in which the auction occurs.

## II. Fixed Assets

Fixed Assets are assets that are tangible and physical in nature, including equipment that have a monetary value of at least Five Hundred Dollars (\$500) and less than Four Thousand Nine Hundred and Ninety Nine Dollars (\$4,999).

Equipment qualifying as a fixed asset is defined as a single item with an acquisition cost of between Five Hundred Dollars (\$500) and Four Thousand Nine Hundred and Ninety Nine Dollars (\$4,999). Equipment costs include but are not limited to, the following:

- Original contract or invoice cost
- Freight, import duties, handling and storage costs
- Specific in-transit insurance charges
- Sales, use and other taxes imposed on the purchase
- Costs of preparation of foundations and other costs in connection with making a proper site for the assets
- Installation charges
- Costs for reconditioning used equipment to make it usable for the purpose it was purchased

## III. Recording of Fixed and Capital Assets

### A. Tagging Asset Protocols:

1. Fixed and Capital Assets shall be recorded in the City's ASSETS System.
2. Each department shall identify an individual who shall be responsible for entering all purchases that meet the criteria of this policy into the City's ASSETS System.
3. Departmental purchases shall be entered into the system upon their receipt by the assigned departmental personnel.
4. Data entry may be accomplished via paper or using the electronic tablet assigned to each departmental



## City of Saratoga Springs Asset Recognition Policy

- person having responsibility for asset entry.
5. Electronic tablets shall be issued to each identified departmental person given asset recognition responsibilities. The tablets remain the property of the Accounts Department. Maintenance and/or replacement of the electronic tablets shall be the responsibility of the Accounts Department.
  6. The Accounts Department shall provide scannable tags and electronic tablets as needed by each department.
  7. Data entry rules of asset entry are:
    - a. Assets whose monetary values are between Five Hundred Dollars (\$500) and Four Thousand Nine Hundred and Ninety-nine Dollars (\$4,999) are **Fixed Assets** and shall be tagged using labels beginning with **FA**.
    - b. All motorized hand tools and equipment, electronics, computer hardware and software shall be recorded into the ASSETS System regardless of the cost of purchase.
    - c. Locations and sub-locations shall be specific to the department utilizing the asset.
    - d. Tags shall be affixed to each asset unless otherwise noted in a location best protected by wear, tear or weather.
    - e. Each tag affixed to an asset shall be scanned and recorded into the electronic tablet.
  8. Departmental personnel assigned asset responsibilities shall bring the electronic tablet to the Accounts Department on the first Wednesday of every month to reconcile the electronic tablet with the ASSETS System.
  9. Accounts Department Personnel shall be responsible for reconciling each department's electronic tablet with the MUNIS ASSETS System upon receipt on a monthly basis.
  10. In November of each year, Accounts Department Personnel shall provide a report of their department's changes made to the ASSETS System to each City Council member. City Council members in turn shall assign staff to review and correct the report as needed for the City's year end accounting reconciliation. The Accounts Department shall work with the Finance Office to update the City's ASSETS System as required.

### B. Exceptions to the Tagging of Fixed and/or Capital Assets Include:

1. *Land*: The tax parcel number shall be used to record land assets.
2. *Buildings*: The legal address shall be used to record building assets.
3. *Infrastructure*: GIS coordinates shall be utilized to record infrastructure as practicable.
4. *Vehicles registered with the NYS department of Motor Vehicles*: The last five digits of the Vehicle Identification Number (VIN) shall be used to record these assets.
5. *Improvements*: Tax parcel numbers, legal addresses and/or GIS coordinates shall be used to record improvements as practicable.

### C. Insurance Reporting for Assets both Fixed and Capital:

1. Department Personnel shall be responsible for informing the Office of Risk and Safety of any Fixed or Capital Asset upon receipt of the item purchased whose value is more than Five Hundred Dollars (\$500).
2. Accounts Department Personnel shall provide a monthly report of all assets reporting to the Office of Risk and Safety to ensure items purchased are covered under the City's insurance program.
3. The Office of Risk and Safety shall secure insurance per the terms and conditions of the City's commercial insurance program.

## IV. Inventory

Inventory is categorized as disposable assets that are short term assets that are materials and/or equipment that are consumables used in the course of everyday government activity that have a value between One Hundred Dollars (\$100) and Four Hundred Ninety Nine Dollars (\$499) that are used to repair and or maintain equipment including, but not limited to spark plugs, tire, timing belts; items used in everyday housekeeping like cleaning supplies; or hand tools including drills, saws, hammers, etc.

The City Charter 7.3.4 requires that the Accounts Department "shall annually maintain and update all inventories prepared by City departments and entities. No purchases shall be authorized for any department or entity that has not completed its inventory."

## City of Saratoga Springs Asset Recognition Policy

### A. Tagging Asset Protocols:

1. Inventory shall be recorded in the City's ASSETS System.
2. Each department shall identify an individual who shall be responsible for entering all purchases that meet the criteria of this policy into the City's ASSETS System.
3. Departmental purchases shall be entered into the system upon their receipt by the assigned departmental personnel.
4. Data entry may be accomplished via paper or using the electronic tablet assigned to each departmental person having responsibility for asset entry.
5. Electronic tablets shall be issued to each identified departmental person given asset recognition responsibilities. The tablets remain the property of the Accounts Department. Maintenance and/or replacement of the electronic tablets shall be the responsibility of the Accounts Department.
6. The Accounts Department shall provide scannable tags and electronic tablets as needed by each department.
7. Data entry rules of asset entry are:
  - a. Assets whose monetary values are between One Hundred Dollars (\$100) and Four Hundred and Ninety-nine Dollars (\$499) are called **Inventory** and shall be tagged using labels beginning with **INV**.
  - b. All motorized hand tools and equipment, electronics, computer hardware and software shall be recorded into the ASSETS System regardless of the cost of purchase
  - c. If the value of an item of Inventory is part of a large group of items of like kind whose value meets the criteria of a Fixed or Capital Asset, the rules of the Fixed and Capital Asset Protocols shall be followed for data entry.
  - d. Locations and sub-locations shall be specific to the department utilizing the asset.
  - e. Tags shall be affixed to each asset unless otherwise noted in a location best protected by wear, tear or weather.
  - f. Each tag affixed to an asset shall be scanned and recorded into the electronic tablet.
8. Departmental personnel assigned asset responsibilities shall bring the electronic tablet to the Accounts Department on the first Wednesday of every month to reconcile the electronic tablet with the ASSETS System.
9. Accounts Department Personnel shall be responsible for reconciling each department's electronic tablet with the MUNIS ASSETS System upon receipt on a monthly basis.
10. In November of each year, Accounts Department Personnel shall provide a report of their department's changes made to the ASSETS System to each City Council member. City Council members in turn shall assign staff to review and correct the report as needed for the City's year end accounting reconciliation. The Accounts Department shall work with the Finance Office to update the City's ASSETS System as required

### B. Insurance Reporting for Inventory:

1. Accounts Department Personnel shall provide a monthly report of all assets reporting to the Office of Risk and Safety to ensure items purchased are covered under the City's insurance program.
2. The Office of Risk and Safety shall secure insurance per the terms and conditions of the City's commercial insurance program.

## VI. Asset Budgeting

### A. Guidance:

To determine where assets should be budgeted, Capital, General or other funds, the Finance Office referred to GASB, the City Charter, and the State Comptroller's Office. The following summarizes the guidance provided by each.

1. **GASB:** GASB provides the definition and purpose of a Capital Project Fund as the fund where the City accounts for the financial resources to be used for the acquisition or construction of major capital facilities. GASB also states that routine purchases, such as police cars, should be included in the general fund. GASB

## City of Saratoga Springs Asset Recognition Policy

permits the use of capital project funds but does not require it and it does not provide guidance for the budgeting of assets.

2. **City Charter:** The City Charter calls for the use of a Capital Project Fund, to be prepared by the Mayor's office, but does not define the criteria for which an asset is included in the fund.
3. **State Comptroller:** The State Comptroller's office requires the use of a Capital Projects Fund and states that equipment purchases financed in whole or in part from the proceeds of bond obligations be accounted for in the Capital Projects Fund in addition to the acquisition or construction of major capital facilities. It also advises that routine purchases should be included in the appropriate Fund.

*(Note: Examples of routine purchases are furniture, fixtures, and certain equipment.)*

The Commissioner of Finance shall establish the following list of criteria to determine whether an asset should be budgeted in the Capital Projects Fund or the General Fund, Water Fund or Sewer Fund. In addition please refer to the attached list that includes the sub classes of assets and estimated useful lives. The City Center shall record all asset purchases in the City Center Fund.

### B. Capital Projects Fund

1. The asset is a major acquisition or construction project.
2. The asset has a useful life of six or more years **and** the cost of the asset is \$10,000.00 or more.
3. The asset is being financed by a capital reserve, regardless of price or useful life.
4. The asset is being financed by a capital grant, regardless of price or useful life.
5. The asset is being financed by a general obligation bond.

The following are examples of items to be budgeted and reported in the Capital Projects Fund. This list is not all encompassing:

- Acquisition of Fire Trucks
- Major Road Construction Projects
- Construction of Bridges
- Building Construction and Improvements
- Land and Building Acquisition

### C. General, Water and Sewer Funds:

1. The asset is a routine purchase.
2. The asset has a useful life of five or less years **and** the cost of the asset is less than \$10,000.00.

The following are examples of items to be budgeted and reported in the General, Water and Sewer Funds. This list is not all encompassing:

- Police cars and departmental vehicles such as trucks, vans, SUV's etc.
- Computer Equipment
- Office equipment: i.e., copiers, facsimile machines, calculators, desks, chairs, etc.
- Recreation equipment: i.e., goals, nets, balls, etc.
- Air conditioning units
- Survey Equipment
- Meters
- Firearms
- Medical Supplies

### D. Leased Vehicles and Equipment:

Items leased without the intent to be purchased at the end of the lease shall be budgeted in the appropriate fund, not the capital project fund. The City shall list the items on the inventory for tracking and insurance purposes but it shall not capitalize or depreciate the assets.

## **City of Saratoga Springs Asset Recognition Policy**

Items leased with the intent to purchase at the end of the lease can be budgeted in the capital project fund or in any other appropriate fund. The items shall be listed in the inventory, capitalized and depreciated. The source of funding shall be denoted as lease financing.

### **E. Donated Assets**

Items donated to the City which meet the criterion of an asset shall first be accepted by the City Council. The acceptance shall include a description of the item donated, market value, date donated, party donating the asset and any other pertinent information. It shall be recorded on the asset inventory at fair value on the date the item is donated. If the item is capitalized, the source of funding shall be denoted as a donation.

### **VII. Audit of Assets**

The Office of Risk and Safety shall conduct an audit of the ASSETS in the second quarter of each year in cooperation with the Finance Office. Accounts Department personnel shall make the necessary corrections to the deficiencies identified. The Finance Department shall conduct audits as may be necessary for compliance purposes.



**City of Saratoga Springs**  
**Department of Public Works**  
5 Lake Avenue  
Saratoga Springs, NY 12866  
(518) 587-3550 office  
(518) 587-2417 fax

## **MEMORANDUM**

TO: John Franck, Commissioner, Accounts

FROM: Anthony J. "Skip" Scirocco, Commissioner, DPW

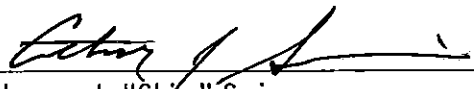
DATE: May 9, 2018

RE: Extension of Bid - Chemicals

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Please place on the May 15 City Council Agenda, the extension of bid for the Chemicals per the attached documentation.

If you have any questions, please call me at ext. 2561

  
\_\_\_\_\_  
Anthony J. "Skip" Scirocco



Department That Owns Award/Extension of Bid: Department of Public Works

Project or Item Being Awarded: \_\_\_\_\_

Item Being Extended: Chemicals

Vendor Who Won the Bid: Univar \$20,000, Sodium silicofluoride F3638334 54141  
Surpass \$40,000 Sodium Hypochlorite F3638334 54141  
Chemrite, \$16,000 Liquid Sodium F3638334 54141  
Faesy & Besthoff \$8,000 Copper Sulfate F3638334 54141  
Amrex Chemical \$4,500 Hydrofluosilic Acid F3638334 54141

Holland \$40,000 Polyaluminum Chloride F3638334 54141  
(sole source)

Assistant Purchasing Agent: Purchasing policy has X / has not \_\_\_\_\_ been followed in the selection of the winner of the bid or bid extension.

Richardson  
Assistant Purchasing Agent

5/9/18  
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

\_\_\_\_\_  
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.**

#3 Sodium silicofluoride



City of Saratoga Springs  
Office of Commissioner of Public Works  
5 Lake Avenue  
Saratoga Springs, NY 12866-2296  
518-587-3550  
518-587-2417 (fax)

ANTHONY J. SCIROCCO  
COMMISSIONER

April 16, 2018

Mr. Michael Crea  
Univar USA, Inc.  
200 Dean Sievers Place  
Morrisville, PA 19067

Dear Mr. Crea:

The instructions of the Chemical bid specification, May 18, 2017, provided an option to extend the contract for an additional one (1) year period under the same terms and conditions. Please complete the section at the bottom of this letter and return the letter to me. If you have any questions, please contact me at [Kathy.moran@saratoga-springs.org](mailto:Kathy.moran@saratoga-springs.org) or 518-587-3550, ext. 2544.

Sincerely,

*Katherine A. Moran*

Katherine A. Moran  
DPW Office Supervisor

---

☒ Univar USA, Inc., agrees to extend the contract prices for Chemicals for an additional one (1) year period under the same terms and conditions. The extended contract period will run from June 6, 2018 through June 5, 2019.

☐ Univar USA, Inc., would like to terminate the contract for Chemicals at the end of the original contract period (June 6, 2018).

Date April 26, 2018

Signature *Michael Crea*

Print Michael Crea, Municipal Specialist

Item #2 sodium  
hypochlorite



City of Saratoga Springs  
Office of Commissioner of Public Works  
5 Lake Avenue  
Saratoga Springs, NY 12866-2296  
518-587-3550  
518-587-2417 (fax)

ANTHONY J. SCIROCCO  
COMMISSIONER

April 16, 2018

Mr. Stephen Byrne  
Surpass Chemical Company  
1254 Broadway  
Albany, NY 12204

Dear Mr. Byrne:

The instructions of the Chemical bid specification, May 18, 2017, provided an option to extend the contract for an additional one (1) year period under the same terms and conditions. Please complete the section at the bottom of this letter and return the letter to me. If you have any questions, please contact me at [Kathy.moran@saratoga-springs.org](mailto:Kathy.moran@saratoga-springs.org) or 518-587-3550, ext. 2544.

Sincerely,

Katherine A. Moran

Katherine A. Moran  
DPW Office Supervisor

☒ Surpass Chemical Company agrees to extend the contract prices for Chemicals for an additional one (1) year period under the same terms and conditions. The extended contract period will run from June 6, 2018 through June 5, 2019.

☐ Surpass Chemical would like to terminate the contract for Chemicals at the end of the original contract period (June 6, 2018).

Date 4/16/18

Signature Stephen Byrne

Print Stephen J Byrne

#6 liquid sodium



*City of Saratoga Springs*  
Office of Commissioner of Public Works  
5 Lake Avenue  
Saratoga Springs, NY 12866-2296  
518-587-3550  
518-587-2417 (fax)

ANTHONY J. SCIROCCO  
COMMISSIONER

April 16, 2018

Mr. Aaron Opp  
Chemrite, Inc.  
5202 Belle Wood Court  
Suite 104  
Buford, GA 30518

Dear Mr. Opp:

The instructions of the Chemical bid specification, May 18, 2017, provided an option to extend the contract for an additional one (1) year period under the same terms and conditions. Please complete the section at the bottom of this letter and return the letter to me. If you have any questions, please contact me at [Kathy.moran@saratoga-springs.org](mailto:Kathy.moran@saratoga-springs.org) or 518-587-3550, ext. 2544.

Sincerely,

*Katherine A. Moran*

Katherine A. Moran  
DPW Office Supervisor

---

(X) Chemrite, Inc., agrees to extend the contract prices for Chemicals for an additional one (1) year period under the same terms and conditions. The extended contract period will run from June 6, 2018 through June 5, 2019.

( ) Chemrite, Inc. would like to terminate the contract for Chemicals at the end of the original contract period (June 6, 2018).

Date 05/01/2018

Signature *Aaron Opp*

Print Aaron Opp

#4 copper SW fat



City of Saratoga Springs  
Office of Commissioner of Public Works  
5 Lake Avenue  
Saratoga Springs, NY 12866-2296  
518-587-3550  
518-587-2417 (fax)

ANTHONY J. SCIROCCO  
COMMISSIONER

April 16, 2018

Mr. Anthony Besthoff  
Faesy & Besthoff, LLC  
1492 High Ridge Road  
Stamford, CT 06903

Dear Mr. Besthoff:

The instructions of the Chemical bid specification, May 18, 2017, provided an option to extend the contract for an additional one (1) year period under the same terms and conditions. Please complete the section at the bottom of this letter and return the letter to me. If you have any questions, please contact me at [Kathy.moran@saratoga-springs.org](mailto:Kathy.moran@saratoga-springs.org) or 518-587-3550, ext. 2544.

Sincerely,

*Katherine A. Moran*

Katherine A. Moran  
DPW Office Supervisor

● Faesy & Besthoff, LLC, agrees to extend the contract prices for Chemicals for an additional one (1) year period under the same terms and conditions. The extended contract period will run from June 6, 2018 through June 5, 2019.

( ) ~~\_\_\_\_\_~~ the contract for Chemicals at the end of the original contract period (June 6, 2018).

Date 26 APRIL 2018

Signature

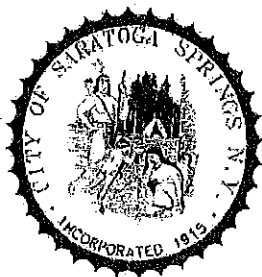
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ANTHONY J. SCIROCCO

**FAXED**



item #1 hydrofluosilicic acid



City of Saratoga Springs  
Office of Commissioner of Public Works  
5 Lake Avenue  
Saratoga Springs, NY 12866-2296  
518-587-3550  
518-587-2417 (fax)

ANTHONY J. SCIROCCO  
COMMISSIONER

April 16, 2018

Mr. William F. Rexer, Jr.  
Amrex Chemical Company  
117 E. Frederick Street  
Binghamton, NY 13904

Dear Mr. Rexer:

The instructions of the Chemical bid specification, May 18, 2017, provided an option to extend the contract for an additional one (1) year period under the same terms and conditions. Please complete the section at the bottom of this letter and return the letter to me. If you have any questions, please contact me at [Kathy.moran@saratoga-springs.org](mailto:Kathy.moran@saratoga-springs.org) or 518-587-3550, ext. 2544.

Sincerely,

*Katherine A. Moran*

Katherine A. Moran  
DPW Office Supervisor

☒ Amrex Chemical Company agrees to extend the contract prices for Chemicals for an additional one (1) year period. The extended contract period will run from June 6, 2018 through June 5, 2019.

☐ Amrex Chemical Company would like to terminate the contract for Chemicals at the end of the original contract period (June 6, 2018).

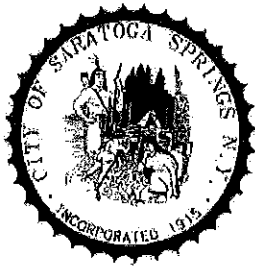
Date 4/16/18

Signature

*William F. Rexer, Jr.*

Print

WILLIAM F. REXER, JR



*City of Saratoga Springs*  
*Office of Commissioner of Public Works*  
*5 Lake Avenue*  
*Saratoga Springs, NY 12866-2296*  
*518-587-3550*  
*518-587-2417 (fax)*

ANTHONY J. SCIROCCO  
COMMISSIONER

April 16, 2018

Mr. Matt Holland  
Holland Company, Inc.  
153 Howland Avenue  
Adams, MA 01220-1199

Dear Mr. Holland:

Last year, Holland Company quoted Polyaluminum Chloride for the City of Saratoga Springs, also providing documentation that this is a sole source material. We would like to extend the contract for an additional one (1) year period under the same terms and conditions. Please complete the section at the bottom of this letter and return the letter to me. If you have any questions, please contact me at [Kathy.moran@saratoga-springs.org](mailto:Kathy.moran@saratoga-springs.org) or 518-587-3550, ext. 2544.

Sincerely,

*Katherine A. Moran*

Katherine A. Moran  
DPW Office Supervisor

---

☒ Holland Company, Inc., agrees to extend the contract prices for Polyaluminum Chloride for an additional one (1) year period under the same terms and conditions. The extended contract period will run from June 16, 2018 through June 15, 2019.

☐ Holland Company, Inc. would like to terminate the contract for Polyaluminum Chloride at the end of the original contract period (June 16, 2018).

Date May 1, 2018

Signature *Matthew B. Holland*

Print Matthew B. Holland, Manager

#### 4. CORRECTIONS

The bidder must initial erasures or other changes in the bid.

#### 5. RECEIVING BIDS

Bids received prior to the advertised time of opening will be securely kept, sealed. The City Clerk's Office, whose duty it is to open them will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered. **LATE BIDS will be rejected. E-mail or faxed bid submissions are not acceptable and will not be considered.**

#### 6. OPENING OF BIDS

At the time and place fixed for the opening of bids, the City will cause to be opened and publicly read aloud every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

#### 7. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.

#### 8. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for bid submission as set forth under the Bidders Submittal Instructions. Proposals that do not meet the City's requirements as set forth in the IFB will be deemed nonresponsive and given no further consideration.

#### 9. AWARD OF CONTRACT: REJECTION OF BIDS

If the contract is awarded, it will be awarded to the responsive and responsible bidder submitting the lowest bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The bidder to whom the award is made will receive by mail a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its best interest.

The City also reserves the right to consider as not responsible any bidder who does not habitually perform with their own forces at least fifty percent (50%) of the dollar value of the work involved in the contract.

The City also reserves the right to award the bid, in part, on the bidder's ability to provide timely technical assistance, part(s) replacement and service for repairs.

→ The City reserves the right to extend the contract for one (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Bidder.

#### 10. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

~~Zimbra~~

kathy.moran@saratoga-springs.org

---

**Re: contracts/agreements**

---

**From :** Marilyn Rivers <marilyn.rivers@saratoga-springs.org> Mon, Apr 16, 2018 04:24 PM  
**Subject :** Re: contracts/agreements 1 attachment  
**To :** Kathy Moran <kathy.moran@saratoga-springs.org>  
**Cc :** Stefanie Richards <stefanie.richards@saratoga-springs.org>, Kari Donohue <kari.donohue@saratoga-springs.org>, Michael Veitch <michael.veitch@saratoga-springs.org>

I've discussed this with Stefanie. Please cross out the insurance requirements for product purchases. I will discuss the correction of the contractual agreements with Vince and offer a new agreement just for product purchases.

Thanks much,

Marilyn

**PRIVILEGED AND CONFIDENTIAL:**

This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs Risk and Safety Department and is intended solely for the use of the individual(s) or entity to whom it has been addressed. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail.

Thank you for your cooperation.

----- Original Message -----

From: "Kathy Moran" <kathy.moran@saratoga-springs.org>  
To: "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>  
Cc: "Stefanie Richards" <stefanie.richards@saratoga-springs.org>, "Kari Donohue" <kari.donohue@saratoga-springs.org>, "Michael Veitch" <michael.veitch@saratoga-springs.org>  
Sent: Monday, April 9, 2018 4:22:15 PM  
Subject: contracts/agreements

Marilyn:

As we review the Purchasing Guidelines, the page with the chart, shows that when purchasing a "good" we need to have an agreement or contract depending on the cost. The vendors don't understand why we are requiring all of this insurance when we are purchasing a "good" and not a service. I talked to



## City of Saratoga Springs

MAYOR'S OFFICE

CITY HALL

474 Broadway

Saratoga Springs, New York 12866

Telephone 518-587-3550

Fax 518-587-1688

MEG KELLY

Mayor

LISA SHIELDS

Deputy Mayor

M. LYNN BACHNER

Executive Assistant to the Mayor

## Memo

**To:** COMMISSIONER OF ACCOUNTS, JOHN FRANCK  
**From:** MAYOR, MEG KELLY  
**Date:** May 7, 2018  
**Re:** AWARD OF BID – **Barton & Loguidice, D. P. C.**

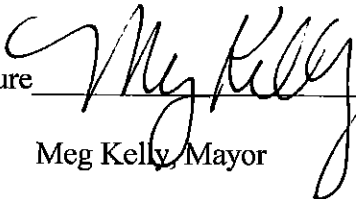
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The Office of Planning and Economic Development would like to award the following bid for the Saratoga Greenbelt Downtown Connector to Barton & Loguidice, D. P. C. This Vendor has bid the lowest overall price that best meets the specifications, in accordance to contract procedures.

Hence, we are asking you to put this on your next Council Meeting Agenda, May 15, 2018.

Thank you for your cooperation in this matter.

Signature



Meg Kelly, Mayor

Date

5/8/18



Department That Owns Award/Extension of Bid: Mayor- OPED

Project or Item Being Awarded: RFP #: 2017-42 – Preliminary and Final Engineering for the Complete Streets Saratoga Greenbelt Downtown Extender

Item Being Extended:

Vendor Who Won the Bid: Barton & Loguidice, D.P.C.

Budget Line Item: H3517142 52000 1240 (Complete Streets Greenbelt)

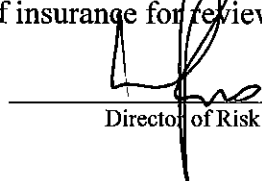
Budget Line Item: H3517142 52000 1251 (Saratoga Greenbelt)

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

5/7/18  
Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended has X / has not \_\_\_\_\_ met all risk and 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

5/7/18  
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.**

**Preliminary and Final Engineering for the Complete  
Streets Saratoga Greenbelt Downtown Extender RFP  
2017-42 - Bid Results**

**Barton & Loguidice, D. P. C.**

10 Airline Dr., Ste. 200

Albany, Ny 12205

[MSchooley@bartonandloguidice.com](mailto:MSchooley@bartonandloguidice.com)

<u>Total Bid</u>	<u>Purchasing</u>	<u>Risk and Safety</u>
\$100,298.00	Meets requirements	Need corrected COI. Naming City add'l insured P & NC. Subcontractors insufficient insurance, no R & S.

**Creighton Manning Engineering, LLP**

2 Winners Circle

Albany, NY 12205

[ewoods@cmellp.com](mailto:ewoods@cmellp.com)

\$152,051.00	Meets requirements	Sub contractor needs corrected COI for Alt. planning. Naming City add'l insured P & NC.
--------------	--------------------	--

**Request for Certification of Sufficient Funds**

Submittal Date: 05/07/2018

The Department of Mayor – Planning and 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.

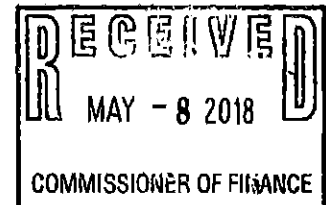
Obligation to be Incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Vendor: Barton & Loguidice, D. P. C.

Project: Saratoga Greenbelt Trail Downtown Extender

City Council Approval:

- 2018 Capital Budget Saratoga Greenbelt Trail H3517142 5200 1240
- 2018 Capital Budget Complete Streets Implementation H3517142 5200 1251



Appropriation – Current Budget Expense Org/Object/Proj(s): H3517142-52000-1240, H3517142 5200 1251

Amount Requested for Approval:

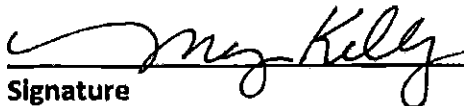
\$ 100,298.00 TOTAL ✓  
\$ 50,298.00 H3517142 5200 1240  
(Saratoga Greenbelt Trail)  
\$ 50,000.00 H3517142 5200 1251  
(Complete Streets)


Current Amount Available:

\$ 300,000 TOTAL  
\$ 200,000.00 H3517142 5200 1240  
(Saratoga Greenbelt Trail)  
\$ 100,000.00 H3517142 5200 1251  
(Complete Streets)

Transfer/Amendment Pending: \$

Transfer/Amendment Date:

  
Signature

  
Date 5/8/18

Department Head

**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

5/8/18

Approval Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2018

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> Pietrosanto Insurance Agency 4265 Route 50  Saratoga Springs NY 12866		<b>CONTACT NAME:</b> Heidi Marsh <b>PHONE (A/C, No, Ext):</b> 518-581-3282 <b>FAX (A/C, No):</b> 518-581-3283 <b>E-MAIL ADDRESS:</b> heidi@pietrosanto.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> MAIN ST AMER ASSUR CO	29939
		<b>INSURER B:</b> NGM INS CO	14788
		<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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER:	Y		BPU1599X	04/03/2018	04/03/2019	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500000						
	MED EXP (Any one person) \$ 10000						
	PERSONAL & ADV INJURY \$ 1000000						
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input 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			BIU1599X	04/03/2018	04/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUU1599X	04/03/2018	04/03/2019	EACH OCCURRENCE \$ 5000000
	AGGREGATE \$ 5000000						
	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>						
	E.L. EACH ACCIDENT \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
	E.L. DISEASE - POLICY LIMIT \$						

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

City of Saratoga Springs is additional insured on a primary and non-contributory basis as required by written contract.

**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 <i>Jeff Pietrosanto</i>

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**Certificate of Attestation of Exemption  
from New York State Workers' Compensation and/or  
Disability and Paid Family Leave Benefits Insurance Coverage**

**\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\***

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required. Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

**In the Application of  
(Legal Entity Name and Address):**

James J White  
DBA: azimuth surveying & cartography  
3602 Waters Rd  
Amsterdam, NY 12010-8462  
PHONE: 518-399-7901 FEIN: XXXXX7628

**Business Applying For:  
OTHER: unknown**

From: saratoga springs

**Workers' Compensation Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

**Disability and Paid Family Leave Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business **MUST** be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, James J. White, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

<b>SIGN HERE</b>	Signature:	Date: 5/1/18
Exemption Certificate Number: 2018-000920		
Received MAY 1 2018 NYS Workers' Compensation Board		





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/01/2018

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>  ARTHUR J GALLAGHER RISK MGMT SERV INC ONE JERICHO PLAZA, STE 200 JERICHO, NY 11753		<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> (800) 313-8124 <b>E-MAIL ADDRESS:</b> Certificate@Hanover.com <b>FAX (A/C No):</b> 866-828-2424	
<b>INSURED</b>  JAMES J WHITE DBA AZIMUTH SURVEYING & P O BOX 186 BURNT HILLS NY 12027		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hanover Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 22292	

**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 WVO	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 <b>DED</b> <b>RETENTION \$</b>					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N 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	Architects and Engineers Liability Claims-Made Coverage	N N	LHY 9115718 07 RETRO DATE: 12/1/1997	4/24/2018	4/24/2019	PER CLAIM: \$1,000,000 AGGREGATE: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
NAMED INSURED CONT: AZIMUTH SURVEYING & CARTOGRAPHY; CARTOGRAPHY.

**CERTIFICATE HOLDER****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

*Simone Shetler*CITY OF SARATOGA SPRINGS  
474 BROADWAY  
SARATOGA SPRINGS NY 12866

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BARTO-4

OP ID: MB

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2018

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

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<b>PRODUCER</b> 585-385-0428 Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 585-385-0428 <b>FAX (A/C, No):</b> 585-662-5755 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Barton & Loguidice, D.P.C. 443 Electronics Parkway Liverpool, NY 13088		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> National Fire Ins. Co.		20478
		<b>INSURER B:</b> Valley Forge Insurance Company		20508
		<b>INSURER C:</b> Continental Insurance Company		35289
		<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	Y		6017222821	04/24/2018	04/24/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Business Owners						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> Contractual						PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 4,000,000
OTHER:							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y		6017222852	04/24/2018	04/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y		6017222849	04/24/2018	04/24/2019	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	6017222835	04/24/2018	04/24/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

The above listed policies include 30-day notice of cancellation. Blanket additional insured on a primary & non contributory basis is included under general, auto and umbrella policies. Umbrella follows form on 30-day notice of cancellation.

## CERTIFICATE HOLDER

## CANCELLATION

<b>SARAT-5</b>  City of Saratoga Springs office of Risk and Safety Management 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 <i>MaryBeth Rumble</i>
---	---



BARTO-4

OP ID: SM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2017

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.

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<b>PRODUCER</b> 585-385-0428 Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 585-385-0428 <b>E-MAIL ADDRESS:</b> smiller@poole-ny.com <b>FAX (A/C, No):</b> 585-662-5755
<b>INSURED</b> Barton & Loguidice, D.P.C. Barton & Loguidice Engineers, PLLC Barton & Loguidice, P.C. 443 Electronics Parkway Liverpool, NY 13088		<b>INSURER(S) AFFORDING COVERAGE</b> Liberty International Underwri <b>NAIC #</b> 19917
		<b>INSURER A:</b> <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
	<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 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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				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	Prof. Liability Pollution Liability			AEE197293-0117 AEE197293-0117	07/20/2017 07/20/2017	07/20/2018 07/20/2018	PER CLAIM 2,000,000 AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Includes 30-day notice of cancellation.

## CERTIFICATE HOLDER

## CANCELLATION

SARAT-5

City of Saratoga Springs  
office of Risk and Safety  
Management  
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



# **City of Saratoga Springs, NY**

## **Risk and Safety Manual**

**Office of Risk and Safety  
474 Broadway, Saratoga Springs, NY 12866**

## **Mission Statement:**

The Office of Risk and Safety is charged with assisting the City Council in providing a safe and healthy working environment for its employees in accordance with federal and state regulatory requirements. Risk and Safety oversees the identification of and measurement of the risks facing the City and community at large. It responds to and assists in the resolution of risk and safety related inquiries and complaints from citizens, employees, and employee bargaining units. It is the point person in assisting and responding to local, state and federal regulatory matters as they pertain to risk and safety issues. Risk and Safety develops programming in response to federal and state regulatory mandates and the City's Property and Casualty Insurance Program.

Participation in the City's Capital Budget Committee is vital to the Office's mission of risk mitigation by preparing annual requests from the Safety Committee to facilitate the repair, refurbishment and/or replacement of the City's buildings, equipment and/or property in accordance with the City's insurance loss prevention studies, City Fire Department Inspections, and federal and/or state regulatory and compliance mandates.

The Office of Risk and Safety is responsible for the management of the City's Property and Casualty Insurance Program. It manages the procurement of the City's insurance and also manages the City's incidents, claims and litigation covered by that insurance program and those incidents, and claims within the City's deductible. On a proactive basis, it sets the insurance limits for the City's bids and contractual agreements reviewing the contractual agreements for risk and assists the City Attorney with employment practice matters as part of the City's insurance program.

Risk and Safety provides risk and safety policy programming recommendations to City Departments, its community partners, and City Council for adoption and assists in implementing the programming as adopted by City Council. Lastly, it assists the Department of Public Safety in managing the emergency management programming for the City.



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## **Part One: Contract Administration**

**Title:** Contract Administration Protocol 041916

**Date of Origin:** 090704

**Responsible Party:** City Council

**I. Policy:**

The Mayor and/or a Commissioner may initiate a contract review process for contractual agreements that will be brought before the City Council for approval. This Contract Administration Protocol must be completed by the City Department establishing the contractual agreement (the "Contracting Department") and by the Purchasing Department, Finance Department, Director of Risk and Safety and City Attorney PRIOR to the presentation of any contract to the City Council for review and consideration. The identification of a funding source and a budget appropriation must be in place PRIOR to the presentation of the contract for goods and/or services.

The Mayor of the City of Saratoga Springs per the City's Charter shall have the sole responsibility of executing contractual agreements on behalf of the City Council with its permission.

**II. Protocol:**

**A. Contracts, Addendum and Amendments:**

1. Any department within the City may initiate contractual agreements, addendum or amendments for goods and/or services purchased and provided to the City.
2. Department personnel shall utilize the City contract template as approved by the City Council whenever practicable. Contracts not on the City's contract template must be submitted to the City Attorney for approval PRIOR to placement in the NOVUS System.
3. The Contracting Department must obtain two original contracts, addendums or amendments executed by the vendor for signature by the Mayor after Council approval.
4. The Contracting Department shall have the responsibility of uploading the contractual agreement executed by the vendor into the City's NOVUS System a **minimum** of five (5) business days prior to the next available City Council Meeting. The contractual agreement must be executed by the vendor and/or service provider PRIOR to uploading the contract package into NOVUS. Supporting Documentation is required and shall include but not be limited to a proposal, RFP, RFQ or IFB documentation including drawings and any other special project considerations deemed appropriate.
5. Insurance certificates meeting the requirements of the contract must be included with the contract package uploaded into NOVUS for approval.
6. A certification of sufficient funds, when required, must accompany the contract submission in NOVUS.
7. The budget appropriation must be identified and communicated to the Finance Department when the contract package is uploaded into NOVUS for approval.
8. The Purchasing Agent shall have the responsibility of examining the contractual documents to determine whether or not the Contract Package meets City Purchasing Guidelines.
9. The Finance Department shall have the responsibility of confirming whether or not funding is available for the Department's request for contracted goods and/or services according to the City's Finance Policies.
10. The Director of Risk and Safety shall have the responsibility of examining the contract package for its legal contents as they apply to the City's laws and protocols for establishing the insurance and indemnification language needed within the contractual agreement. The Director of Risk and Safety shall also have the responsibility of reviewing the certificates of insurance required for the contract.
11. The City Attorney shall be responsible for reviewing the contract package for its legal contents as they apply to the City's laws and protocols and be responsible for reviewing the contract package in the context of the City's Charter for approval PRIOR to the contract's final submission to City Council for review and consideration.
12. If a contract is rejected by the City's Purchasing Agent, Finance Department, Director of Risk and Safety or the City Attorney within the NOVUS System, the Contracting Department shall have the responsibility of correcting the deficiencies as identified and resubmitting the contract into NOVUS for the process to begin again.
13. All criteria outlined within the parameters of the Contract Administration Protocol must be met PRIOR to introducing the contractual agreement for consideration by the City Council.
14. Upon approval of the City Council, the Contracting Department shall obtain the Mayor's signature on the two original contracts as executed by the vendor. One original shall be sent to the approved vendor upon the Mayor's execution. The second original fully executed contract shall be scanned as a PDF document and the original filed in the City's vault.
15. The Secretary to the City Council shall have the responsibility of cataloguing and filing contractual agreements as approved by City Council and shall maintain an alphabetical listing of contracts executed on an annual basis.

**B. Change Orders:**

1. A change order is as defined as a written order issued by the Department covering contingencies, extra work, deductions, increases or decreases and additions, alterations or omissions to the plans or specifications. Change orders are usually associated with construction/capital projects or projects that involve a contract for public work.
2. A Change Order must be submitted for any contractual change in the original contract's terms and conditions that affect the pricing and time schedule of a previously approved contract regardless of the dollar amount. (Please note: the City cannot make expenditures without a funding appropriation, per the City Charter.)
3. Change Orders must be made on the City's "Change Order" Template whenever practicable. Current certificates of insurance and a certification of sufficient funds must be included for review in the NOVUS contract approval module. Change orders shall be circulated in NOVUS per the contract module process.
4. All contractual change orders for price and/or time must be brought to the next City Council meeting for discussion and approval, but no later than thirty (30) days of the City's notification of the proposed change to the original contract terms and conditions.
5. In the event of an emergency situation as defined in the City's Purchasing Policy, the City Council shall immediately be notified via memorandum and/or email providing the details causing the change and include the financial terms associated with the request. The emergency Change order shall then be brought to the next available City Council meeting for discussion and approval.
6. Change orders shall be reviewed by the Purchasing Agent, Finance Department, Director of Risk and Safety and City Attorney, per the City's Contract Administration Protocol, prior to approval by the City Council.
7. The City Engineer, upon approval of the Commissioner of Public Works, or the designated City Project Manager upon approval of their Department Head (Mayor or Commissioner), shall be able to approve on site changes during a public works construction project for an amount not to exceed twenty thousand dollars (\$20,000). These on site approvals shall be formalized in detail in a change order placed in the NOVUS contract module for approval at the next available City Council meeting.
8. The Contracting Department shall file the executed copy of the change orders and their supporting documentation with the City Clerk.
9. After approval from the City Council and executions of the change order, the Contracting Department shall request and the Purchasing Agent shall issue a purchase order.



## City of Saratoga Springs, NY Contract

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_  
City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Telephone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_  
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 \_\_\_\_\_, the Vendor and/or Service Provider submitted proposals dated \_\_\_\_\_ (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 \_\_\_\_\_. 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 \_\_\_\_\_, 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 \_\_\_\_\_. 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\_\_\_\_, 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:** \_\_\_\_\_
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 and 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 and 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 or 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:** \_\_\_\_\_ **Title:** Mayor **City Council Approval Date:** \_\_\_\_\_



## City of Saratoga Springs' Vendor and/or Service Provider Agreement

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_  
City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Telephone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_  
Vendor and/or Service Provider Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Primary Contact Email: \_\_\_\_\_  
Service to be Provided: \_\_\_\_\_  
Remit Name (If different from above): \_\_\_\_\_  
Remit Address: \_\_\_\_\_

- Scope of Agreement:** In response to a request for a pricing proposal requested by the City for \_\_\_\_\_, the Vendor and/or Service Provider submitted proposals dated \_\_\_\_\_ (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 the City Purchasing Agent and the Director of Risk and Safety. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by \_\_\_\_\_. 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.
- 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 \_\_\_\_\_, 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.
- 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 \_\_\_\_\_. 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 \_\_\_\_\_, 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:** \_\_\_\_\_

- 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.
- 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 and 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 and 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 \$34,999:**

- **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 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.

C. 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 or 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:** \_\_\_\_\_



## City of Saratoga Springs' Vendor and/or Service Provider Agreement: Product

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_  
City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Telephone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_  
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 \_\_\_\_\_, the Vendor and/or Service Provider submitted proposals dated \_\_\_\_\_ (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 set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products 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. 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 the City Purchasing Agent and the Director of Risk and Safety. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by \_\_\_\_\_. 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 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. Subcontracting shall be permitted only with prior written notice and written approval of the City. 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 shall be determined in accordance with the proposal submitted not to exceed \_\_\_\_\_, 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. 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 \_\_\_\_\_, 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:** \_\_\_\_\_
- 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. 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.



7. **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.
8. **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 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.
9. **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.
10. **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.

11. **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.
12. **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.
13. **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).
14. **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.
15. **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.
16. **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.
17. **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.

18. **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.
19. **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.
20. **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.
21. **Modification:** This Agreement may be modified only by a writing signed by both parties.
22. **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:** \_\_\_\_\_



**City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services  
(For Construction Projects Whose Values are Less Than One Hundred Thousand Dollars)**

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_ Prevailing Wage Project No.: \_\_\_\_\_  
City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Telephone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_  
Contractor Primary Contact for This Project: \_\_\_\_\_ Title: \_\_\_\_\_

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 Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor 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 Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor 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 and 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 and 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 Contractor 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 contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (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 Contractor.

The City of Saratoga Springs requires the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor. 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 the same coverage all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall defend, 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 Contractor or its employees or anyone for whom the Contractor 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 Contractor, as aforesaid.

The Contractor 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 Contractor 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 Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. 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 Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor 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 Contractor or other persons, while engaged in the performance of any work or services required by the Contractor 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 Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor 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.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor'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 Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor 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 Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor 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.

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

**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



City of Saratoga Springs, NY: **Risk and Safety Agreement for Contractor Services**  
(For Construction Projects Whose Values \$100K and \$500K)

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_ Prevailing Wage Project No.: \_\_\_\_\_  
City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Telephone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_  
Contractor Primary Contact for This Project: \_\_\_\_\_ Title: \_\_\_\_\_

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 Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor 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 Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor 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 and 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 and 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 Contractor 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 contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (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 Contractor.

The City of Saratoga Springs requires the Contractor 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:** 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.

It shall be an affirmative obligation of the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor. 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 the same coverage all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall defend, 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 Contractor or its employees or anyone for whom the Contractor 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 Contractor, as aforesaid.

The Contractor 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 Contractor 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 Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. 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 Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor 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 Contractor or other persons, while engaged in the performance of any work or services required by the Contractor 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 Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor 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.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor'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 Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor 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 Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor 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.

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

**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services  
(For Construction Projects Whose Values are \$500K and \$1 Million)**

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_ Prevailing Wage Project No.: \_\_\_\_\_  
City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Telephone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_  
Contractor Primary Contact for This Project: \_\_\_\_\_ Title: \_\_\_\_\_

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 Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor 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 Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor 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 and 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 and 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 Contractor 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 contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (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 Contractor.

The City of Saratoga Springs requires the Contractor 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:** 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.

It shall be an affirmative obligation of the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor. 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 the same coverage all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall defend, 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 Contractor or its employees or anyone for whom the Contractor 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 Contractor, as aforesaid.

The Contractor 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 Contractor 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 Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. 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 Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor 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 Contractor or other persons, while engaged in the performance of any work or services required by the Contractor 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 Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor 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.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor'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 Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor 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 Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor 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.

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

**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services**  
(For Professional Services Licensed by the State of New York Office of Professions Education Department)

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_ Prevailing Wage Project No.: \_\_\_\_\_  
City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Telephone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_  
Consultant Primary Contact for This Project: \_\_\_\_\_ Title: \_\_\_\_\_

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 Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant 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 Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant 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 and 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 and 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 Consultant 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 contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (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 Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

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- **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 Insurance:** One Million per Claim with Two Million 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 Consultant 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 Consultant 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 Consultant 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 Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, 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 Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. 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 Consultant, as aforesaid.

The Consultant 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 Consultant 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 Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. 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 Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant 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 Consultant or other persons, while engaged in the performance of any work or services required by the Consultant 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 Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant 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.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant'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 Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant 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 Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant 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.

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

**Consultant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **Part Two:   Asset Management**



**Title:** Asset Recognition  
**Date of Origin:** 051518  
**Responsible Party:** City Council and their Designees

## I. Policy

The City Charter requires that the Accounts Department “shall annually maintain and update all inventories prepared by City departments and entities.” Assets budgeted in either the General or Capital Fund shall be recognized per the mandates of the Governmental Accounting Standards Board (GASB) and recorded in the Non-Current Governmental Assets (Assets). All assets meeting the definition of a fixed asset shall be considered a long-term asset and shall be recorded in the Non-Current Governmental Assets (ASSETS). The City and its departments are responsible to account for all long-term and short term assets under its jurisdiction. Such assets shall be systematically and accurately recorded; properly classified; and adequately documented in the ASSETS. All City departments shall establish an internal control structure over fixed assets that provide reasonable assurance of effective and efficient operations, reliable financial reporting, and compliance with applicable laws and regulations. When preparing the City’s annual financial statements, capital assets are recorded on the statement of net assets (balance sheet), net of accumulated depreciation. Assets are reported on the annual financial statements separately for Water and Sewer Funds.

## II. Definitions

The following is a list of definitions that pertain to the recording of assets. It is by no means meant to be all-inclusive, but instead provides examples within recognized categories per Generally Accepted Accounting Principles.

**Acquisition Cost:** The cost that a company recognizes on its books for property and equipment. May be the invoice price or, if donated, the fair market value. Also included are costs incurred to place the asset into service such as freight, or installation.

**Appraisal:** A valuation of an item based upon its worth from an aesthetic or historical value completed by an authorized individual every five years.

**Antiques, Art Works and Historical Treasures:** An asset (building, work of art, artifact, place) that has been declared historical by either the federal government or the State.

**Building:** A structure permanently attached to land that has at least three walls and a roof or is partially enclosed by walls and has a roof that is not intended to be movable.

**Building Improvements:** Fixtures, machinery and other items attached to or installed in City-owned buildings in such a way that they cannot be removed without causing damage to themselves or the buildings to which they are affixed that extend the useful life or increase the value of the building or both.

**Capital Asset:** Any land, building, equipment, improvement, infrastructure or intangible that are used for government operations and meet the capitalization definition and have a value of more than Five Thousand Dollars (\$5,000).

**Capitalization:** An accounting method used to delay the recognition of expenses by recording the expense as a long term asset.

**Capitalization Threshold:** The cost at or above which a long lived asset should be capitalized. Amounts spent to acquire long-lived assets with a cost falling below the capitalization threshold should be expensed per the City’s Finance Capitalization Policy.

**Computer Hardware:** Computer hardware consists of all equipment that can be considered components of, is typically attached to, or communicates with an information system. The term encompasses processing units, memory apparatus, input and output devices, storage devices and connectivity equipment.

**Computer Software:** There are two major categories of software: system software that controls the hardware components and enable the basic functions of the system, and application software that is used to accomplish specific tasks such as word processing. Software may be purchased from a vendor or developed internally.

**Construction:** Building a structure or infrastructure as opposed to buying or leasing one already complete.

**Construction in Progress:** Construction in progress includes the costs incurred for incomplete capital projects involving the construction or installation of buildings, improvements, roadways, bridges, etc. that typically span more than one (1) year.

**Depreciation:** The method of allocating historical cost of a capital asset over its estimated useful life in a systematic rational manner. The estimated useful life is the estimation of time that the asset will provide the benefit of use. The City uses straight line depreciation.

**Disposable Asset:** An asset that is consumed in the course of doing business including, but not limited to soil, salt, gravel; sundries, paper products, cleaning supplies, etc.

**Donation:** The acquisition of an asset given to the City at no cost. These assets are to be valued at their fair market value and require the individual or entity donating the asset to provide a bill of sale providing its worth. The same is true when the City donates an asset to another entity via a City Council action.

**Equipment:** Any piece of machinery, vehicle, or other item necessary in the normal day to day operations of a department.

**Fixed Asset:** An asset that is tangible and physical in nature, including lands and buildings that has a monetary value between Five Hundred Dollars (\$500) and Four Thousand Nine Hundred Ninety-nine Dollars (\$4,999).

**Historical Cost:** The cost incurred to acquire an asset and place it into service in the normal operations of a department. Cost includes amounts paid or value assigned (in the case of a donated asset) and any incidental costs incurred to place the asset into service, such as freight, installation charges, preparation of the area in which the asset will be operated, etc. Note: The cost of removing an old asset being replaced is not includable.

**Improvements:** Any additions to or costs incurred that increase the useful life of the asset and/or that will result in an asset performing functions that it previously did not perform. Improvements may be separated into two categories: Additions to a previously existing asset, or replacement of a component of plant or equipment with new parts that significantly improves the asset's performance. (Taking an old engine out of a truck and replacing it with a new one is an example of an improvement.) Improvements must be separately identified from normal maintenance and upkeep. (Any expenditure made to keep an asset operating at its normal capacity or preventing it from prematurely deteriorating, is considered maintenance and should not be added to the value of the asset. (Replacing the oil, spark plugs and antifreeze in an engine are examples of regular maintenance.)

**Infrastructure:** General government capital assets that are long lived, stationary in nature, and that can normally be preserved for significantly greater number of years that are immovable and have value only to the governmental unit, unless sold. Examples are roads, bridges, tunnels, dams, beaches, pedestrian and bicycle paths, drainage systems, lighting systems, water and sewer systems, piers, boardwalks and other similar items.

**Insurable Interest:** An asset in the care, custody and control of the City.

**Intangible Asset:** An asset having no physical existence whose value is limited by the rights and anticipated benefits that possession confers upon the City such as trademarks or goodwill. Copyrights, patents, easement, software and intellectual property are all examples of intangible assets.

**Inventory:** Disposable or consumable assets that are materials and/or equipment that are used in the course of everyday government activity that have a value between One Hundred Dollars (\$100) and Four Hundred Ninety Nine Dollars (\$499) that are used to repair and or maintain equipment – spark plugs, tire, timing belts; used in everyday housekeeping – cleaning supplies; hand tools – saws, hammers, etc

**Land:** A capital asset recorded individually by tax parcel number. All land, regardless of cost, should be included in the system and recorded as a capital asset separate from any improvements made to it.

**Land Improvements:** Improvements subsequent to the acquisition of land that have a limited economic life. (Examples include walkways, parking lots, streetlights, landscaping and fencing.)

**Lease:** An agreement entered into by the City whereby periodic payments are made to a separate entity for the right to use an asset such as a building, equipment, vehicles, etc.

**Location Code:** A code that identifies the physical location of an asset.

**Loss:** The involuntary disposal of an asset due to fire, flood, theft, vandalism, etc.

**Maintenance:** The normal repairs and upkeep performed on an asset to keep it operating in an appropriate condition. These repairs will not prolong the life of an asset, but merely keep it operating properly.

**Property of Others:** Borrowed, leased or rented equipment.

**Purchase:** Acquiring an asset by paying for it, exchanging another asset for it, or a combination of the two.

**Replacement Cost:** The amount needed to replace an asset in today's dollars.

**Retirement:** Retirement takes an asset out of service because it is no longer considered useful. There is no profit posted when an asset is taken out of service via retirement..

**Sale:** Disposal of an asset in exchange for some form of consideration including, but not limited to, money or exchanging it for another asset.

**Salvage Value:** The presumed or estimated residual value of an asset at the end of its useful life.

**Tag Number:** Unless otherwise identified, a bar-coded tag that is attached to equipment assets. The tag number of an asset may also be its vehicle identification number if it is a vehicle or a serial number if it is materially affixed to an asset or inventory.

**Tangible Asset:** A resource having physical substance. Buildings, land and machinery are all examples of tangible assets.

**Transfer:** The physical movement of an asset or inventory due to a change of fiscal responsibility of an asset from one department to another.

**Useful Life:** The period of time an asset is expected to operate efficiently for its designated purpose. This life will be used to depreciate the asset.

**Valuable Papers and Records:** Written, printed or otherwise inscribed documents and records including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts

### **III. Policy:**

#### **A. Capital Assets**

Capital Assets are defined as any land, building, equipment, improvement, and infrastructure or intangible assets that are used for government operations and meet the capitalization threshold.

##### **1. Asset Valuation:**

Fixed assets shall be recorded in the ASSETS at historical cost or, if the cost is not readily determined, at estimated historical costs, exclusive of depreciation. Cost shall include applicable ancillary costs. All costs shall be documented, including methods and sources used to establish any estimated costs. In the case of gifts, the fixed asset should be recorded at fair market value at the date of receipt. There are three ways in which the City may come into possession of assets:

- a. *Purchased Assets:* The recording of purchased assets shall be made on the basis of actual costs, including all ancillary costs, based on vendor invoice or other supporting documentation.
- b. *Constructed Assets:* All direct costs (including labor) associated with the construction project shall be included in establishing the asset valuation.
- c. *Donated Assets:* Fixed assets acquired by gift, donation, or payment of a nominal sum not reflective of the asset's market value shall be assigned cost equal to the fair market value at the time of receipt.

##### **2. Asset Classification:**

Fixed assets should be categorized into the following:

- Antiques, Art Works and Historical Treasures
- Buildings
- City Vehicles
- Construction Works in Progress
- Equipment and Machinery
- Improvements Other Than Buildings
- Infrastructure
- Land
- Inventory

##### **3. General Policy for Capitalization:**

Fixed assets should be capitalized as follows:

- All land acquisitions
- All buildings/facilities acquisitions and new construction
- Facility renovation and improvement projects costing more than Five Thousand Dollars (\$5,000)
- Land improvement and infrastructure projects costing more than Five Thousand Dollars (\$5,000)
- Equipment costing more than Five Thousand Dollars (\$5,000)
- Computer software costing more than \$5,000 with a useful life beyond a single reporting period
- Construction in Progress (CIP) for capital projects

##### **4. Land Acquisitions:**

The recorded cost of land includes (1) the contract price; (2) the costs of closing the transaction and obtaining title, including commissions, options, legal fees, title search, insurance, and past due taxes; (3) the costs of surveys; and (4) the cost of preparing the land for its particular use such as clearing and grading. If the land is purchased for the purpose of constructing a building, all costs incurred up to the excavation for the new building should be considered land costs. Removal of an old building, clearing, grading and filling are considered land costs because they are necessary to get the land in condition for its intended purpose. Any proceeds obtained in the process of getting the land ready for

its intended use, such as salvage receipts on the demolition of the old building or the sale of cleared timber, are treated as reductions in the price of the land. Capitalization of land costs include, but are not limited to, the following:

- Original contract price
- Brokers' commissions
- Legal fees for examining and recording title
- Cost of title guarantee insurance policies
- Cost of real estate surveys
- Cost of an option when it is exercised
- Special paving assessments
- Cost of excavation, grading or filling of land and razing of an old building
- Cost of cancellation of unexpired lease
- Payment of noncurrent taxes accrued on the land at date of purchase, if payable by purchaser

## **5. Buildings/Facilities:**

Capitalization of facilities costs include, but are not limited to, the following:

- Original contract price of asset acquired or cost of design and construction
- Expenses incurred in remodeling, reconditioning, or altering a purchased building to make it available for the purpose for which it was acquired.
- Expenses incurred for the preparation of plans, specifications, blueprints, etc.
- Cost of building permits
- Payment of noncurrent taxes accrued on the building at date of purchase, if payable by purchaser
- Architects' and engineers' fees for design and supervision
- Costs of temporary facilities used during the construction period

Each building or addition of square footage to an existing building acquired or constructed is divided into ten (10) major building components. The components are as follows:

1. General construction
2. Site preparation (this component is classified as land on the financial statements)
3. Roof and drainage
4. Interior construction
5. Plumbing
6. Heating, ventilation, and air conditioning
7. Electrical
8. Fire protection
9. Elevators
10. Miscellaneous

The total cost of the building or additional square footage is then allocated among the ten (10) major building components. Projects such as building construction included in the fixed asset value of the building, the cost of professional fees (architect and engineering), permits and other expenditures necessary to place the asset in its intended location and condition for use should be capitalized. Furthermore, the cost of interest incurred during building construction should be capitalized as described below under capitalized interest costs.

## **6. Building Renovations/Rehabilitation:**

A building renovation is defined as enhancements made to a previously existing building component. Any renovation to a building must at a minimum meet the following criteria to qualify as a fixed asset:

1. The total project cost must be more than Five Thousand Dollars (\$5,000)
2. The renovation must extend the useful life or capacity of the asset

## **7. Building Improvements:**

An improvement to a building is defined as adding a new component where one did not previously exist. The improvement must cost more than Five Thousand Dollars (\$5,000) and have an initial useful life extending beyond a single reporting period (generally one-year).

## **8. Land Improvements and Infrastructure:**

Land improvements include items such as excavation, non-infrastructure utility installation, driveways, sidewalks, parking lots, flagpoles, retaining walls, fencing, outdoor lighting, and other non-building improvements intended to make the land ready for its intended purpose. Land improvements can be further categorized as non-exhaustible and exhaustible. Expenditures for land improvements that do not deteriorate with use or passage of time are additions to the cost of land and are generally not exhaustible, and therefore not depreciable.

Infrastructure assets are defined as long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems.

Improvements to infrastructure or land improvements which extend the useful life or capacity of the asset and meet capitalization thresholds will be capitalized as a separate asset/component and depreciated over its estimated useful life

## **9. Equipment:**

Equipment qualifying as a capital asset is defined as a single item with an acquisition cost of Five Thousand Dollars (\$5,000). Capitalization of equipment costs include but are not limited to, the following:

- Original contract or invoice cost
- Freight, import duties, handling and storage costs
- Specific in-transit insurance charges
- Sales, use and other taxes imposed on the purchase
- Costs of preparation of foundations and other costs in connection with making a proper site for the assets
- Installation charges
- Costs for reconditioning used equipment to make it usable for the purpose it was purchased

Improvements to existing equipment assets which extend the useful life or capacity of the asset and meet capitalization thresholds will be capitalized as a separate asset/component and depreciated over its estimated useful life.

## **10. Leased Equipment and Facilities:**

Leased equipment and facilities should be capitalized if the lease agreement meets any one of the four (4) criteria below. Also, a contractual lease obligation for a facility, that at its inception, meets any of the following four criteria, should be capitalized:

- The lease transfer ownership of the property to the City by the end of the lease term.
- The lease contains a bargain purchase option.
- The lease term is equal to seventy-five (75) percent or more of the estimated economic life of the leased property.
- The present value of the lease payments at the inception of the lease, excluding executory costs, equals at least ninety (90) percent of the fair value of the leased property.

Leases that do not meet any of the above requirements should be recorded as an operating lease.

## **11. Computer Software:**



Purchased computer software costing more than Five Thousand Dollars (\$5,000) with a useful life beyond a single reporting period (generally one-year) should be capitalized.

## **12. Intangible Assets:**

Intangible assets are those that lack physical substance, are non-financial in nature and have an initial useful life extending beyond a single reporting period. Intangible assets must be identifiable, meaning they are either capable of being separated by means of sale, transfer, license or rent, or they arise from contractual or other legal rights.

Intangible assets acquired or developed by the City could include licensed software, internally generated computer software and City owned websites or portals. Other examples include patents, copyrights and trademarks, permits and licenses, easements, and land use rights (e.g., water, timber or mineral rights). The value of certain intangible assets, such as land use rights or easements, may already be included in the reported value of the associated real property asset. In these instances, although the individual rights associated with the property are separable and intangible in nature, collectively they represent the ownership of a tangible asset. Therefore, the value of the individual rights should remain aggregated and reported as a tangible capital asset, not separately as an intangible asset (i.e., easements on City owned land should not be reported separately, but be included in the reported land value).

Current policy requires purchased computer software costing greater than Five Thousand Dollars (\$5,000) to be capitalized by the City (i.e., entered in the Real Asset Management System). The additional recognition requirements for intangible assets apply to internally generated computer software. In this regard, the activities involved in creating (and/or significantly modifying commercially available) software need to be evaluated to determine if the internal costs meet the criteria for capitalization.

## **13. Antiques, Art Works and Historical Treasures:**

Collections, works of art and historical treasures of significance that are owned by the City should be considered for capitalization. Purchased works of art and historical treasures, whether they are held as individual items or in a collection, should be recorded based on historical cost. Gifts of these types are recorded using the fair market value at the date of donation. Antiques shall be recorded at their appraised values.

To capitalize an art collection, the following conditions must be met:

- a. Held for public exhibition, education, or research in furtherance of public service, rather than financial gain;
- b. Protected, kept unencumbered, cared for, and preserved; and
- c. Subject to an organizational policy that requires the proceeds from sales of collection items to be used to acquire other items for collections.

Inexhaustible collections, works of art and historical treasures where the economic benefit or service potential is used up so slowly that the estimated useful lives are extraordinarily long are not depreciated. Because of their cultural, aesthetic, or historical value, these assets are protected and preserved in a manner greater than that for similar assets without such cultural, aesthetic, or historical value. Capitalized collections or individual items that are exhaustible, such as exhibits whose useful lives are diminished by display or educational or research applications, must be depreciated over their estimated useful lives. No depreciation shall be recorded for collections or individual items that are inexhaustible. All works of art and historical treasures acquired or donated will be capitalized.

## **14. Construction in Progress (CIP):**

A CIP asset reflects the cost of construction work undertaken, but not yet completed. For construction in progress assets, no depreciation is recorded until the asset is placed in service. When construction is completed, the asset should be reclassified as building, building improvement, or land improvement and should be capitalized and depreciated.

Construction In Progress (CIP) is the value of a capital project still in progress at the close of the fiscal year. The value is determined by the amount of capital expenditures from the start of the project to the close of the fiscal year, December 31. The Finance Office shall determine the value and give to the Accounts Office after all accounts payable processing ceases. The (CIP) list prepared by the Finance Office shall include the project name, project number, value of CIP in previous years, if applicable, additional or new amounts to be added in the given fiscal year, and total value of CIP as of December 31. The list shall also include any projects included in the previous year's financial statements as CIP, which need to be classified as an asset as of December 31, when the project is completed. The Departments shall be responsible for maintaining the appropriate documentation necessary for the Accounts Department Assistant to properly record the project upon completion.

#### **15. Accounting for Environmental Remediation:**

Generally, pollution remediation outlays, including outlays for property, plant and equipment, should be recorded as an expense. Some projects (for example, land improvements or remodeling), for which the primary objective is other than pollution remediation, may include pollution remediation activities. Except as provided below, incremental outlays attributable to pollution remediation activities (outlays that would not be incurred absent pollution) should be recorded as an expense. Pollution remediation outlays should be capitalized when goods and services are acquired if acquired for any of the following circumstances:

- To prepare property in anticipation of a sale. In this circumstance, capitalize only amounts that would result in the carrying amount of the property not exceeding its estimated fair value upon completion of the remediation.
- To prepare property for use when the property was acquired with known or suspected pollution that was expected to be remediated. In this circumstance, capitalize only those outlays expected to be necessary to place the asset into its intended location and condition for use.
- To perform pollution remediation that restores a pollution-caused decline in service utility that was recognized as asset impairment. In this circumstance, capitalize only those outlays expected to be necessary to place the asset into its intended location and condition for use.
- To acquire property, plant, or equipment that has a future alternative use. In this circumstance, outlays should be capitalized only to the extent of the estimated service utility that will exist after pollution remediation activities uses have ceased.

For outlays under the first two (2) criteria, capitalization is appropriate only if the outlays take place within a reasonable period prior to the expected sale or following acquisition of the property, respectively, or are delayed, but the delay is beyond the entity's control.

#### **16. Estimated Useful Life:**

Estimated useful life means the estimated number of months or years that an asset will be able to be used for the purpose for which it was acquired. Eligible fixed assets should be depreciated over their estimated useful lives. The City has established a table of useful lives that is hard-coded into the ASSETS. When an asset is added to the system, depending upon the sub-category of fixed assets selected, a corresponding estimated useful life would be assigned.

##### **Estimated Useful Lives in Years:**

Buildings: 50

Improvements Other Than Buildings: 20

Infrastructure: 20 to 75

Streets/Roads/Highways: 25

#### **17. Asset Salvage Value:**

The salvage value of an asset is the value it is expected to have when it is no longer useful for its intended purpose. In other words, the salvage value is the amount for which the asset could be sold at the end of its useful life. This value can be based on (1) general guidelines from some professional organizations such as GFOA, (2) internal experience, or (3) professionals such as engineers, architects, etc.

#### **18. Depreciation:**

Depreciation is the process of allocating the cost of tangible property over a period of time, rather than deducting the cost as an expense in the year of acquisition. Generally, at the end of an asset's life, the sum of the amounts charged for depreciation in each accounting period will equal original cost less the salvage value. The City has established the straight-line methodology for depreciating all fixed assets. Depreciation will begin in the month the asset is placed in service. Under the straight-line depreciation method, the basis of the asset is written off evenly over the useful life of the asset. The amount of annual depreciation is determined by dividing an asset's cost reduced by the salvage value, if any, by its estimated life. The total amount depreciated can never exceed the asset's historic cost less salvage value. At the end of the asset's estimated life, the salvage value will remain.

To calculate depreciation on a fixed asset, the following five (5) factors must be known:

- the date the asset was placed in service
- the asset's cost or acquisition value
- the asset's salvage value
- the asset's estimated useful life, and
- the depreciation method.

#### **19. Transfer of Assets:**

Assets transferred from one department to another shall be identified timely so the correct location and sub-location is assigned.

#### **20. Asset Retirement:**

Retiring an entire asset or building component means removing the entire asset and related accumulated depreciation from the fixed asset file. Any undepreciated balance will be reported as a disposal expense, net of any value received. Assets sold at auction or on line shall be so noted in the month in which the auction occurs.

### **II. Fixed Assets**

Fixed Assets are assets that are tangible and physical in nature, including equipment that have a monetary value of at least Five Hundred Dollars (\$500) and less than Four Thousand Nine Hundred and Ninety Nine Dollars (\$4,999).

Equipment qualifying as a fixed asset is defined as a single item with an acquisition cost of between Five Hundred Dollars (\$500) and Four Thousand Nine Hundred and Ninety Nine Dollars (\$4,999). Equipment costs include but are not limited to, the following:

- Original contract or invoice cost
- Freight, import duties, handling and storage costs
- Specific in-transit insurance charges
- Sales, use and other taxes imposed on the purchase

- Costs of preparation of foundations and other costs in connection with making a proper site for the assets
- Installation charges
- Costs for reconditioning used equipment to make it usable for the purpose it was purchased

### III. Recording of Fixed and Capital Assets

#### A. Tagging Asset Protocols:

1. Fixed and Capital Assets shall be recorded in the City's ASSETS System.
2. Each department shall identify an individual who shall be responsible for entering all purchases that meet the criteria of this policy into the City's ASSETS System.
3. Departmental purchases shall be entered into the system upon their receipt by the assigned departmental personnel.
4. Data entry may be accomplished via paper or using the electronic tablet assigned to each departmental person having responsibility for asset entry.
5. Electronic tablets shall be issued to each identified departmental person given asset recognition responsibilities. The tablets remain the property of the Accounts Department. Maintenance and/or replacement of the electronic tablets shall be the responsibility of the Accounts Department.
6. The Accounts Department shall provide scannable tags and electronic tablets as needed by each department.
7. Data entry rules of asset entry are:
  - a. Assets whose monetary values are between Five Hundred Dollars (\$500) and Four Thousand Nine Hundred and Ninety-nine Dollars (\$4,999) are **Fixed Assets** and shall be tagged using labels beginning with **FA**.
  - b. All motorized hand tools and equipment, electronics, computer hardware and software shall be recorded into the ASSETS System regardless of the cost of purchase.
  - c. Locations and sub-locations shall be specific to the department utilizing the asset.
  - d. Tags shall be affixed to each asset unless otherwise noted in a location best protected by wear, tear or weather.
  - e. Each tag affixed to an asset shall be scanned and recorded into the electronic tablet.
8. Departmental personnel assigned asset responsibilities shall bring the electronic tablet to the Accounts Department on the first Wednesday of every month to reconcile the electronic tablet with the ASSETS System.
9. Accounts Department Personnel shall be responsible for reconciling each department's electronic tablet with the MUNIS ASSETS System upon receipt on a monthly basis.
10. In November of each year, Accounts Department Personnel shall provide a report of their department's changes made to the ASSETS System to each City Council member. City Council members in turn shall assign staff to review and correct the report as needed for the City's year end accounting reconciliation. The Accounts Department shall work with the Finance Office to update the City's ASSETS System as required.

#### B. Exceptions to the Tagging of Fixed and/or Capital Assets Include:

1. *Land*: The tax parcel number shall be used to record land assets.
2. *Buildings*: The legal address shall be used to record building assets.
3. *Infrastructure*: GIS coordinates shall be utilized to record infrastructure as practicable.
4. *Vehicles registered with the NYS department of Motor Vehicles*: The last five digits of the Vehicle Identification Number (VIN) shall be used to record these assets.
5. *Improvements*: Tax parcel numbers, legal addresses and/or GIS coordinates shall be used to record improvements as practicable.

#### C. Insurance Reporting for Assets both Fixed and Capital:

1. Department Personnel shall be responsible for informing the Office of Risk and Safety of any Fixed or Capital Asset upon receipt of the item purchased whose value is more than Five Hundred Dollars

(\$500).

2. Accounts Department Personnel shall provide a monthly report of all assets reporting to the Office of Risk and Safety to ensure items purchased are covered under the City's insurance program.
3. The Office of Risk and Safety shall secure insurance per the terms and conditions of the City's commercial insurance program.

#### IV. Inventory

Inventory is categorized as disposable assets that are short term assets that are materials and/or equipment that are consumables used in the course of everyday government activity that have a value between One Hundred Dollars (\$100) and Four Hundred Ninety Nine Dollars (\$499) that are used to repair and or maintain equipment including, but not limited to spark plugs, tire, timing belts; items used in everyday housekeeping like cleaning supplies; or hand tools including drills, saws, hammers, etc. The City Charter requires that the Accounts Department "shall annually maintain and update all inventories prepared by City departments and entities. No purchases shall be authorized for any department or entity that has not completed its inventory."

##### A. Tagging Asset Protocols:

1. Inventory shall be recorded in the City's ASSETS System.
2. Each department shall identify an individual who shall be responsible for entering all purchases that meet the criteria of this policy into the City's ASSETS System.
3. Departmental purchases shall be entered into the system upon their receipt by the assigned departmental personnel.
4. Data entry may be accomplished via paper or using the electronic tablet assigned to each departmental person having responsibility for asset entry.
5. Electronic tablets shall be issued to each identified departmental person given asset recognition responsibilities. The tablets remain the property of the Accounts Department. Maintenance and/or replacement of the electronic tablets shall be the responsibility of the Accounts Department.
6. The Accounts Department shall provide scannable tags and electronic tablets as needed by each department.
7. Data entry rules of asset entry are:
  - a. Assets whose monetary values are between One Hundred Dollars (\$100) and Four Hundred and Ninety-nine Dollars (\$499) are called **Inventory** and shall be tagged using labels beginning with **INV**.
  - b. All motorized hand tools and equipment, electronics, computer hardware and software shall be recorded into the ASSETS System regardless of the cost of purchase
  - c. If the value of an item of Inventory is part of a large group of items of like kind whose value meets the criteria of a Fixed or Capital Asset, the rules of the Fixed and Capital Asset Protocols shall be followed for data entry.
  - d. Locations and sub-locations shall be specific to the department utilizing the asset.
  - e. Tags shall be affixed to each asset unless otherwise noted in a location best protected by wear, tear or weather.
  - f. Each tag affixed to an asset shall be scanned and recorded into the electronic tablet.
8. Departmental personnel assigned asset responsibilities shall bring the electronic tablet to the Accounts Department on the first Wednesday of every month to reconcile the electronic tablet with the ASSETS System.
9. Accounts Department Personnel shall be responsible for reconciling each department's electronic tablet with the MUNIS ASSETS System upon receipt on a monthly basis.
10. In November of each year, Accounts Department Personnel shall provide a report of their department's changes made to the ASSETS System to each City Council member. City Council members in turn shall assign staff to review and correct the report as needed for the City's year end accounting reconciliation. The Accounts Department shall work with the Finance Office to update the City's ASSETS System as required

## **B. Insurance Reporting for Inventory:**

1. Accounts Department Personnel shall provide a monthly report of all assets reporting to the Office of Risk and Safety to ensure items purchased are covered under the City's insurance program.
2. The Office of Risk and Safety shall secure insurance per the terms and conditions of the City's commercial insurance program.

## **VI. Asset Budgeting**

### **A. Guidance:**

To determine where assets should be budgeted, Capital, General or other funds, the Finance Office referred to GASB, the City Charter, and the State Comptroller's Office. The following summarizes the guidance provided by each.

1. **GASB:** GASB provides the definition and purpose of a Capital Project Fund as the fund where the City accounts for the financial resources to be used for the acquisition or construction of major capital facilities. GASB also states that routine purchases, such as police cars, should be included in the general fund. GASB permits the use of capital project funds but does not require it and it does not provide guidance for the budgeting of assets.
2. **City Charter:** The City Charter calls for the use of a Capital Project Fund, to be prepared by the Mayor's office, but does not define the criteria for which an asset is included in the fund.
3. **State Comptroller:** The State Comptroller's office requires the use of a Capital Projects Fund and states that equipment purchases financed in whole or in part from the proceeds of bond obligations be accounted for in the Capital Projects Fund in addition to the acquisition or construction of major capital facilities. It also advises that routine purchases should be included in the appropriate Fund.

*(Note: Examples of routine purchases are furniture, fixtures, and certain equipment.)*

The Commissioner of Finance shall establish the following list of criteria to determine whether an asset should be budgeted in the Capital Projects Fund or the General Fund, Water Fund or Sewer Fund. In addition please refer to the attached list that includes the sub classes of assets and estimated useful lives. The City Center shall record all asset purchases in the City Center Fund.

### **B. Capital Projects Fund**

1. The asset is a major acquisition or construction project.
2. The asset has a useful life of six or more years **and** the cost of the asset is \$10,000.00 or more.
3. The asset is being financed by a capital reserve, regardless of price or useful life.
4. The asset is being financed by a capital grant, regardless of price or useful life.
5. The asset is being financed by a general obligation bond.

The following are examples of items to be budgeted and reported in the Capital Projects Fund. This list is not all encompassing:

- Acquisition of Fire Trucks
- Major Road Construction Projects
- Construction of Bridges
- Building Construction and Improvements
- Land and Building Acquisition

### **C. General, Water and Sewer Funds:**

1. The asset is a routine purchase.
2. The asset has a useful life of five or less years **and** the cost of the asset is less than \$10,000.00.



The following are examples of items to be budgeted and reported in the General, Water and Sewer Funds. This list is not all encompassing:

- Police cars and departmental vehicles such as trucks, vans, SUV's etc.
- Computer Equipment
- Office equipment: i.e., copiers, facsimile machines, calculators, desks, chairs, etc.
- Recreation equipment: i.e., goals, nets, balls, etc.
- Air conditioning units
- Survey Equipment
- Meters
- Firearms
- Medical Supplies

#### **D. Leased Vehicles and Equipment:**

Items leased without the intent to be purchased at the end of the lease shall be budgeted in the appropriate fund, not the capital project fund. The City shall list the items on the inventory for tracking and insurance purposes but it shall not capitalize or depreciate the assets.

Items leased with the intent to purchase at the end of the lease can be budgeted in the capital project fund or in any other appropriate fund. The items shall be listed in the inventory, capitalized and depreciated. The source of funding shall be denoted as lease financing.

#### **E. Donated Assets**

Items donated to the City which meet the criterion of an asset shall first be accepted by the City Council. The acceptance shall include a description of the item donated, market value, date donated, party donating the asset and any other pertinent information. It shall be recorded on the asset inventory at fair value on the date the item is donated. If the item is capitalized, the source of funding shall be denoted as a donation.

#### **VII. Audit of Assets**

The Office of Risk and Safety shall conduct an audit of the ASSETS in the second quarter of each year in cooperation with the Finance Office. Accounts Department personnel shall make the necessary corrections to the deficiencies identified. The Finance Department shall conduct audits as may be necessary for compliance purposes.

## **Part Three: Incident and Claims Reporting**

**Title:** Property and Casualty Incidents, Claims and Litigation Protocol

**Date of Origin:** 070103 – Revised 032117

**Responsible Party:** Risk and Safety

**I. Policy:**

The Director of Risk and Safety in partnership with the City Attorney will have the responsibility of appropriately handling incidents, 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.

**II. Protocol:**

**A. Incident Handling:**

1. Property:
  - a. Department Heads and/or their representatives and/or Incident Commanders in accordance with the City's Emergency Management Plan shall as soon as possible report any and all manmade and/or natural disaster damage to City property 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.
  - b. The Director of Risk and Safety shall as soon as possible notify City Council of any and all manmade and/or natural disaster incident damage to City property and work with the Department Head and/or their representatives on the loss(es) effecting the property they are responsible for in coordination with the Departments of Public Works and Public Safety as applicable.
  - c. If the incident pertains to property controlled and/or maintained by the Department of Public Safety, the Director of Risk and Safety will work with the Commissioner of Public Safety and/or his/her representative to mitigate the loss.
  - d. If the incident pertains to property controlled and/or maintained by the Department of Public Works, the Director of Risk and Safety will work with the Commissioner of Public Works and/or his/her representative to mitigate the loss.
2. Automobile:

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. If the accident occurs on a weekend of Saturday or Sunday, the City Incident Report shall be given to Risk and Safety no later than close of business on the first business day immediately following the automobile incident.
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, not supersedes any call to or investigation by the Department of Public Safety Fire and Police Departments.
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.
5. The Director of Risk and Safety shall report incidents to the City's insurance company for coverage determination per the terms and conditions of the City's insurance program if they fall within a reasonable reimbursement range for the City's insurance program .
6. The Director of Risk and Safety shall be responsible for bringing forward property and casualty issues to Safety Committee for safety programming and remediation.

**B. 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 of Risk and Safety shall immediately report any City claim pertaining to City property for a coverage determination as soon as he/she is made aware and is practically possible.
3. The Director Risk and Safety will report claims made against the City by outside parties to its insurance company within forty-eight (48) hours of receipt of all of the information needed for claim submission.
4. 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.

**C. 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.



## 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: <input type="checkbox"/> INCIDENT <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> VISITOR PROPERTY DAMAGE <input type="checkbox"/> 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:			

## **Part Four: Risk and Safety – Safety Committee Policies**





## **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, NEW YORK**

### **REAFFIRMING THE CITY SAFETY COMMITTEE AND ITS MEMBERS**

Mayor Meg Kelly  
Commissioner John Franck  
Commissioner Michele Madigan  
Commissioner Anthony Scirocco  
Commissioner Peter Martin

**WHEREAS**, the City Council did originally establish a Safety Committee in 2002 with representation from all appropriate City departments to assist in the identification of and management of risk and safety issues on its behalf; and

**WHEREAS**, the City Council hereby reaffirms the importance of the City Safety Committee and its charge of protecting the welfare and safety of its employees, citizens and visitors on behalf of the City Council; and

**WHEREAS**, the City Council reaffirms the commitment of each City Department and the universal goal of providing a safe and healthful working environment for all City employees and the safety of the community at large; and

**WHEREAS**, the Safety Committee is charged with assisting the City Council in: providing a safe and healthy working environment for its employees in accordance with federal and state regulatory requirements; participating in the identification of and measurement of the risks facing the City and community at large; responding to and assisting in the resolution of risk and safety related inquiries and complaints from citizens, employees and/or employee bargaining units; assisting and responding to local, state and federal regulatory matters as they pertain to risk and safety issues; developing risk and safety programs in response to federal and state regulatory mandates and/or City insurance requests for correction; providing the City's Capital Budget Committee with annual requests for the repair, refurbishment and/or replacement of the City's buildings, equipment and/or property in accordance with the City's insurance loss prevention studies, Safety Committee recommendations, City Fire Department Inspections, and federal and/or state regulatory and compliance mandates; reviewing inspection reports and responding to recommendations, violations and fines as needed; providing risk and safety policy programming recommendations to City Council for adoption; and assist in implementing the risk and safety policy and emergency management programming as adopted by City Council; and

**WHEREAS**, the Director of Risk and Safety shall have the responsibility of chairing the City's Safety Committee and acting as its liaison as Safety and Compliance Officer of the City to ensure the City's risk and safety directives are carried out in accordance with this Safe City Program per the City Council's directives; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council does hereby establish the voting membership of the Safety Committee as follows: Director of Risk and Safety as Chairperson; Fire Chief or his/her designee; Police Chief or his/her designee; Police Department Administrative Lieutenant; Human Resource Administrator; Administrative Director of Recreation; City's Insurance Agent; Deputy Mayor; Deputy Commissioner of Accounts, Finance, Public Works and Public Safety; and one representative from each of the City's collective bargaining units. The City Attorney shall serve as an Ex-Officio Non-Voting Member and Advisor to the Safety Committee.

**Title:**                      **Bloodborne Pathogen Exposure Control Program**

**Date of Origin:**            **021508**

**Responsible Party:**       **Safety Committee and Fire Department**

**I.        Policy:**

To provide employees of the City of Saratoga Springs (hereinafter "City") with guidelines for preventing the contraction of the AIDS (HIV) virus, hepatitis B (HBV), hepatitis C (HCV), and other bloodborne pathogens. The safe performance of daily operations may be threatened by bloodborne pathogens that can be contracted through exposure to infected blood and other potentially infectious material. Therefore, it is the policy of the City to continuously provide employees with information and education on the prevention of these diseases provide up-to-date safety equipment and procedures that will minimize their risks of exposure and to institute post-exposure reporting, evaluation and treatment for all employees exposed to these diseases.

**II.       Definitions:**

***Exposure Control Plan:*** The written plan developed by the City and available to all employees that details the steps taken to eliminate or minimize exposure and evaluate the circumstances surrounding exposure incidents.

***Blood:*** Means any human blood, human blood components (plasma, platelets, and serosanguinous fluids) and products made from human blood.

***Body Fluids:*** Includes blood, semen, breast milk and vaginal fluids or other secretions that might contain these fluids such as saliva, vomit, urine or feces.

***Bloodborne Pathogens:*** Means any disease-producing microorganisms that are present in human blood or OPIM (other potentially infectious materials) and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV).

***HIV & AIDS:*** The human immunodeficiency virus (HIV), which causes the acquired immunodeficiency syndrome (AIDS). AIDS results from the progressive destruction of an individual's immune system, the body's defense against disease. The virus that causes AIDS is transmitted through sexual contact, exposure to infected blood (or blood components), and from mother to child during pregnancy through amniotic (around the baby) fluid.

***Hepatitis B and Hepatitis C:*** HBV and HCV are viruses that cause liver damage, which may range in severity from mild and inapparent to severe or fatal. These viruses are transmitted through blood (or blood components), semen, vaginal secretions, and saliva contaminated with blood.

***Contaminated:*** Means the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.

***Contaminated Sharps:*** Means any contaminated object that can penetrate the skin, including but not limited to, needles, knives, scalpels, broken glass, broken capillary tubes, and exposed ends of dental wire.

***Engineering Controls:*** Are controls that isolate or remove the bloodborne pathogens hazard from the workplace; i.e., sharps disposal containers, self-sheathing needles, etc.

***Exposure Incident:*** Means a specific eye, mouth, other mucous membrane, non-intact skin, or parental contact with blood or other potentially infectious materials that result from performance of an employee's duties.

***Occupational Exposure:*** Means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.

***OPIM:*** Means other potentially infectious materials to include the following human body fluids or tissues:

1. Semen or vaginal secretions;
2. Cerebrospinal fluid (around the brain), synovial fluid (around the joints), pleural fluid (around the lung), pericardial fluid (around the heart), peritoneal or amniotic fluid (around the baby), or saliva in dental procedures;
3. Any body fluid that is visibly contaminated by blood;
4. Any unfixed tissue or organ from a human (living or dead) and
5. All body fluids in situations where it is difficult or impossible to differentiate between body fluids.

**Parenteral:** Means piercing mucous membranes or the skin barrier through such events as needle sticks, human bites, cuts and abrasions.

**Personal Protective Equipment:** The specialized clothing or equipment worn or used by employees for protection against the hazards of infection. This does not include standard issue uniforms and work clothes without special protective qualities.

**Universal Precautions:** Procedures promulgated by the Center for Disease Control (CDC) that emphasize precautions based on the assumption that all blood and body fluids are potentially infectious of the AIDS (HIV) and hepatitis B (HBV) viruses.

**Work Practice Controls:** Are controls that reduce the likelihood of exposure by altering the manner in which a task is performed; i.e., prohibiting recapping of needles by a two handed technique.

### **III. Procedures:**

#### **A. General Disease Prevention Guidelines:**

1. The City's exposure control plan shall provide the overall strategy for limiting occupational exposure to bloodborne pathogens and responding to potential exposure incidents.
2. The City subscribes to the principles and practices for prevention of bloodborne pathogen exposure as detailed in the "Universal Precautions" prescribed by the CDC and the federal regulations of the Occupational Safety and Health Administration.

#### **B. Workplace Controls & Personal Protective Equipment:**

1. In order to minimize potential exposure, employees should assume that all persons are potential carriers of bloodborne pathogens and universal precautions should be implemented for all contacts.
2. When appropriate protective equipment is available, no employee shall refuse to physically assist any person who may carry the HIV, HBV, or HCV.
3. Employees shall use protective gear under all appropriate circumstances unless the employee can demonstrate that in a specific instance, its use would have prevented the effective delivery of emergency health care or would have imposed an increased hazard to his/her safety or the safety of another person. Any such instances shall be reported by the employee and shall be investigated and appropriately documented to determine if changes could be instituted to prevent similar occurrences in the future.
4. Disposable gloves shall be worn when handling any persons, clothing or equipment with body fluids on them.
5. Masks in combination with eye protection devices, such as glasses with solid side shields or chin-length face shields, shall be worn whenever splashes, spray, spatter or droplets of potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonably anticipated.
6. Plastic mouthpieces or other authorized barrier/resuscitation devices shall be used whenever an employee performs CPR or mouth-to-mouth resuscitation.
7. All sharp instruments such as knives, scalpels and needles shall be considered contaminated items which should be handled with extraordinary care, and shall be placed in the appropriately provided puncture-resistant container.
  - a. Needles shall not be recapped, bent, broken, removed from a disposable syringe or otherwise manipulated by hand.
  - b. Needles shall be placed in department provided, puncture resistant, and leak proof containers marked as biohazard, when collected for evidence, disposal or transportation purposes.
8. Employees shall not smoke, eat, drink or apply makeup around body fluid spills or containers with such contents.

#### **C. Housekeeping:**

1. Supervisors and their subordinates are responsible for the maintenance of a clean and sanitary workplace during the absence of personnel normally assigned this responsibility, and shall conduct periodic inspections, as necessary, to ensure that these conditions are maintained.
2. Supervisory personnel shall make a determination when cleaning and conducting decontamination within the facility or work environment as may be necessary after any such occurrence and assign the appropriate personnel.
3. All equipment and work surfaces must be cleaned and decontaminated after contact with blood and other potentially infectious materials as described in this policy.
4. Any protective covering used in providing emergency medical assistance operations for covering surfaces or equipment shall be removed or replaced as soon as possible following actual or possible contamination.

5. Bins, pails and similar receptacles used to hold actual or potentially contaminated items shall be labeled as biohazard, lined with marked biohazard bags and decontaminated as soon as feasible following contamination as well as inspected and decontaminated on a regularly scheduled basis.
6. Broken and potentially contaminated glassware, needles or other sharp instruments shall not be retrieved by hand but by other mechanical means and shall not be stored in a manner that requires that they be retrieved manually.
7. Employees shall remove clothing that has been contaminated with bodily fluids as soon as practical and with as little handling as possible. Any contacted skin area shall be cleansed in the prescribed fashion.
8. Contaminated laundry and personal protective equipment shall be bagged or containerized at the location where it is used in department approved leak proof containers but shall not be sorted, rinsed or cleaned at that location. (I.E. contaminated disposable gloves and glasses at scene of an incident shall be bagged and properly disposed of in an appropriate container at a Department specified location.)
9. Only employees specifically designated by the supervisory personnel shall empty or discard actual or potentially contaminated waste materials from a department provided container located on site. All such disposal shall conform to established federal, state and local regulations.

#### **D. Disinfection:**

1. Any unprotected skin surfaces that come into contact with body fluids shall be thoroughly washed as soon as possible with hot running water and soap at least 15 seconds before rinsing and drying.
  - a. Alcohol or antiseptic towelettes may be used where soap and water are unavailable.
  - b. Disposable gloves should be rinsed before removal and hands and forearms should then be washed.
  - c. Skin surfaces shall be washed as soon as feasible following the removal of any protective equipment.
  - d. All open cuts and abrasions shall be covered with waterproof bandages before reporting to duty.
2. Mucous membranes that come into contact with blood or body fluids shall be thoroughly flushed with cool tap water as soon as possible after the exposure.
3. Disinfection procedures shall be initiated whenever body fluids are spilled or an individual with body fluids or his person is transported in a department vehicle as follows:
  - a. A supervisor shall be notified and the vehicle taken to a City garage facility as soon as possible.
  - b. Affected vehicles shall be immediately designated with the posting of an appropriate biohazard warning sign upon arrival at a City garage while awaiting disinfection. The warning sign should identify the areas that are contaminated whenever such is not personally communicated to the personnel responsible for cleaning and disinfecting the vehicle.
  - c. Service garage personnel shall wear the appropriate protective equipment while engaging in cleanup and disinfection of a vehicle which has been contaminated with body fluid spills. They shall remove any excess body fluids from the vehicle with an absorbent cloth, paying special attention to any cracks, crevices or seams that may be holding fluids.
  - d. The affected areas should be disinfected using hot water and approved germicidal detergent and allowed to air dry.
4. Non-disposable equipment and surfaces upon which body fluids have been spilled shall be disinfected as follows:
  - a. Put on appropriate protective gloves and other equipment necessary for cleanup.
  - b. Wear eye and face protection if there is risk of splashing.
  - c. Wear shoe covers if the amount of contaminated fluid is great.
  - d. Wipe up any excess body fluids with disposable absorbent materials.
  - e. Department provided one step germicidal detergent shall be used to clean the area or equipment. The area may then be sprayed with hospital disinfectant and deodorant in accordance with their labeled directions for use.
  - f. Upon completion of the cleanup procedure, remove contaminated items and place in the City-approved containers.
  - g. Always remove protective gloves last, washing hands in the appropriate manner after removal.
5. Uniforms or any other work related article of clothing upon which body fluids have been spilled shall be removed without unnecessary delay in the appropriate manner, double bagged in a City approved leak proof container and clearly marked as biohazard.
6. An incident report detailing the circumstances of contamination shall be forwarded to the Department Head and Office of Risk and Safety. The contaminated clothing will be sent out for professional cleaning by the Department in question.

#### **E. Supplies:**

1. Supervisors are responsible for continuously maintaining an adequate supply of disease control supplies in a convenient location for all affected personnel in their department. This includes, but is not limited to, ensuring that:
  - a. Personal protective equipment in appropriate sizes, quantities and locations are available; and
  - b. First aid supplies and disinfecting materials are readily available at all times.

2. Those employees who have responsibility for the provision of emergency medical services shall be issued communicable disease personal protective equipment for use as needed in their assignments. These supplies will include disposable gloves, reusable utility gloves, face/eye protective devices, barrier resuscitation pocket mask and liquid health care personal hand rinse.

**F. Vaccination:**

1. An employee of the City who is determined to be at risk for occupational exposure to the hepatitis B virus shall be provided with the opportunity to take the HBV vaccination series and Hepatitis B Antibody testing. The vaccination and testing shall be at no cost per federal regulatory guidelines.
2. An HBV vaccination shall be provided to any employee determined to be at risk, if they so desire, only if the employee has not previously received the vaccination series. HBV vaccination shall not be provided to an employee if such is deemed inadvisable for medical reasons by competent medical authority or the member declines, in writing, on the proscribed form.

**G. Exposure, Evaluation & Treatment:**

1. A bloodborne exposure incident occurs when an employee is exposed to the blood or "OPIM" (other potentially infectious material as defined in sub. III.J of this policy) of another person which effects any body orifice (mouth, eyes, ears, etc.) or skin openings (open cut, etc.) of the employee.
2. Any employee who meets the exposure criteria as outlined above, shall report such exposure without unnecessary delay to a supervisor and implement universal precautions outlined in the exposure control plan such as disinfection of affected body areas and equipment, and removal of clothing soiled with body fluids.
3. The supervisor, upon ascertaining that the employee's exposure does meet the bloodborne exposure incident criteria, shall:
  - a. Provide the employee with the appropriate Incident forms and instruct the employee to proceed with the forms to a medical facility providing emergency care;
  - b. Notify the Office of Risk and Safety in writing about the exposure incident, including all pertinent data. If the supervisor receives a completed medical evaluation form, he shall immediately forward it to the Office of Risk and Safety;
  - c. Ensure that the appropriate personnel have disinfected all equipment and department areas as soon as possible.
  - d. Ensure that the proper City Incident report and Workers Compensation Injury Report are completed, detailing the occupational exposure.
4. The City shall ensure continued testing of the exposed employee for evidence of infection and provide psychological counseling as determined necessary by the health care official. It shall be the responsibility of the exposed employee to schedule all follow-up examinations, testing and medical treatment as deemed necessary and associated with the exposure incident.
5. The employee will receive the health care providers written opinion on the evaluation and information on any conditions resulting from the exposure that require further evaluation or treatment. Unless disclosure to an appropriate department official is authorized by the employee or by law, the employee's medical evaluation, test results and any follow-up procedures shall remain confidential.
6. Any person responsible for potentially exposing an employee of this City to a communicable disease shall be encouraged to undergo testing to determine if the person has a communicable disease. Upon conferring with the City Attorney, criminal charges may be sought against the person if they intentionally exposed an employee of this City to a communicable disease.
7. Employees who test positive for HIV, HBV or HCV may continue working as long as they maintain acceptable performance and do not pose a safety and health threat to themselves, the public or other employees of their Department.
  - a. Each department will make all work decisions concerning the employee's work status solely on the medical opinions and advice of the City's health care officials.
  - b. A department may require an employee to be examined by City health care officials to determine if he/she is able to perform his/her duties without hazard to himself/herself or others.
8. All employees of the City shall treat employees who have contracted a communicable disease fairly, courteously and with dignity.

**H. Record Keeping:**

1. The Supervising Officer shall complete Bloodborne Pathogen Exposure Incident Investigation Form 12a for every occupational exposure incident.
2. The Human Resource Administrator shall maintain an accurate record for each employee with occupational exposure that includes vaccination status, form 12a, and 12 series forms containing medical evaluation received from the medical facility. These records shall be filed by the Human Resource Administrator in the employee's

personnel file and be retained for the duration of the employee's employment plus thirty years in accordance with 29CFR 1910.20 and 29CFR1910.1030, and may not be disclosed or reported without the express written consent of the employee.

**I. Training:**

1. The City shall ensure that all employees with risk of occupational exposure are provided with instruction on prevention of bloodborne diseases prior to their initial assignment.
2. All affected employees shall receive department specific annual refresher training and additional training whenever job tasks or procedures are modified in a manner that may alter their risk of exposure.
3. All trainees shall have access to applicable federal and state regulations pertaining to the regulation of bloodborne pathogens.
4. The Office of Risk and Safety shall ensure that complete records are maintained on employee training to include information on the dates and content of training sessions, names and qualifications of persons conducting the training and the names and job titles of all persons attending the training sessions. These records shall be maintained as is required by law.

**Reference: City of Saratoga Springs Police Department General Order Section 3.1 titled "*Bloodborne Disease Exposure Control*," Effective 03/29/2008.**



**Title:**                                **Boiler & Machinery Maintenance Protocol**

**Date of Origin:**                **021208**

**Responsible Party:**        **Public Works and Fire Personnel**

**I.        Policy:**

The City is insured for its boiler and machinery equipment. Regular boiler and machinery maintenance is required for the continued safe operation of this equipment. This policy sets the standard for boiler and machinery maintenance for all City owned and maintained boilers within the purview of the City's Department of Public Works and Public Safety.

The City hereby adopts the maintenance schedules advocated by its insurer and agrees to utilize the maintenance checklists published by its insurer.

**II.       Protocol:**

1. A **"Boiler Maintenance Log"** shall be placed within close proximity to each boiler owned and maintained by the City. The Log shall be placed in a location that is clearly available for documentation purposes.
2. Each time a boiler is started, protocols provided by its insurer will be followed. At a minimum, the following will be checked on a monthly basis:
  - a. Boiler Burners: Equipment should be cleaned and adjusted to give maximum efficiency.
  - b. Boiler Heating Surfaces: All surfaces and internal parts should be cleaned of all deposits and debris. Fire Department Code requirements will be met for all Boiler Rooms.
  - c. Safety/Relief Valves: All valves will be tested for "freedom of operation."
  - d. Boiler Water Pipe Mineral Buildup: Suitable chemical treatments will be used to minimize the buildup of scale and to prevent corrosion.
  - e. Pressure and Temperature Controls and Gauges: All pressure and temperature gauges will be checked for satisfactory operation and adjusted or replaced as necessary.
  - f. Water Level Gauge: Water level gauges will be kept clean to indicate the proper water level at all times.
  - g. Pipe Fittings: Any leaking pipes or fittings located on the boiler or anywhere throughout the heating system will be repaired or replaced to prevent a loss of water.
  - h. Pipe Insulation: Pipes will be insulated to prevent freezing, condensation, and heat loss.
  - i. Fans and Pumps: All mechanical equipment will be checked for proper lubrication.
3. An entry will be made on the **"Boiler Maintenance Log"** on Monday of every month for each inspection conducted.
4. A **"Boiler Maintenance Log"** will be maintained at each City location having a heating boiler.
5. In the seventh month of each calendar year, the log shall be reviewed for boiler equipment refurbishment needs and monies will be budgeted as appropriate.
6. Repairs made to boilers will be documented in the **"Boiler Repair Maintenance Log"** kept at these same locations.



**Building Contact Person/Telephone Number:** \_\_\_\_\_

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**Title:**                      **Confined Space: Permit Required Confined Space Program**

**Date of Origin:**            **121812**

**Responsible Party:**       **Public Works and Fire Personnel**

## **1.        INTRODUCTION**

Every year employees are killed as a result of hazardous conditions in confined spaces.

Approximately 60% of these fatalities are would-be rescuers who enter these spaces in an attempt to retrieve the fallen individual(s), only to be overcome and become victims themselves.

As part of routine maintenance activities many City of Saratoga Springs employees and contractors are required to enter potentially hazardous confined spaces

According to the U.S. Department of Labor, Occupational Safety and Health Administration's (OSHA) regulations, 29 CFR 1910.146, "Permit-Required Confined Spaces", a confined space is defined as any location that is large enough and so configured that an employee can bodily enter, has limited openings for entry and egress, and is not intended for continuous employee occupancy.

Confined spaces may have atmospheric conditions and/or physical hazards present and include: manholes, stacks, pipes, storage tanks, trailers, tank cars, pits, sumps, see, storm water bas, vaults, hoppers, and bins. In addition, limited access to these locations complicates the retrieval of anyone incapacitated.

This program is written in accordance with the Occupational Safety and Health Administration's (OSHA) regulations, 29 CFR 1910.146, "Permit-Required Confined Spaces." And New York State Public Employee Health and Safety (PESH) 12-9 Entering Confined Space.

## **2.        POLICY STATEMENT**

It is the policy of the City of Saratoga Springs to take every reasonable precaution to provide a work environment free from recognized hazards for its employees. Entry into a confined space will be in conformance with all Federal, and New York State laws, rules and regulations, as well as the City confined space program and accepted department policies. Whenever possible, work that can be performed without entering a confined space is considered the preferred method.

All confined spaces have been previously identified and properly classified as either a permit-required or non-permit-required. If a change in conditions occur within a non-permit required confined space (e.g. flooding, reconfiguration, contamination) it automatically becomes a permit-required confined space and all proper precautions must be taken.

A permit system has been established for all entries into permit-required confined spaces. Permit forms will be kept by the Department of Public Works and once completed will be kept on file for a minimum of six (6) years. Prior to entry of a permit-required confined space, an entry team consisting of at least one designated entrant, attendant and entry supervisor shall be established.

Atmospheric testing is required before entering any permit-required space. If a hazardous atmosphere is present, employees shall not enter the space until ventilation procedures have been carried out and testing reveals acceptable entry conditions based upon the NYS Department of Labor Public Employee Safety and Health Bureau's (PESH's) permissible exposure limits (PEL). Whenever possible, all atmospheric hazards will be completely eliminated before entry.

The City of Saratoga Springs will provide all equipment required for entry in accordance with 29 CFR 1910.146 and will ensure that all affected employees are trained and use the equipment properly. All required equipment will be maintained according to the manufacturer's recommendations by the department owning the equipment or by their designee. Effective communication procedures will be established between the entry team and the Fire Department prior to entry. All communication devices will be provided and maintained by the department owning the equipment. Training will be provided to any employee before they are assigned any duties related to permit-required confined space entry.

All contractors who will be entering permit-required confined spaces within City of Saratoga Springs will submit for approval their confined space entry program, employee training documentation, and agreement with their designated rescue service along with their bid and will be required to adhere to the requirements of 29 CFR 1910.146.

This program shall be evaluated annually as well as on an as needed basis if any situation warrants the task.

### 3. DEFINITIONS

**Acceptable Entry Conditions:** Conditions that must exist in a permit space to allow entry and to ensure that employees involved with a permit required confined space entry can safely enter, and work within the space.

**Affected Employee:** Any employee that performs any work related to confined space entry.

**Attendant:** An individual stationed outside one or more permit spaces who monitors the authorized entrant(s) and who performs all attendant duties assigned in our program.

**Authorized Entrant:** An individual who is trained and authorized (by our facility) to enter permit required spaces.

**Blanking or Blinding:** The absolute closure of a pipe, line or duct by the fastening of a solid plate (such as a spectacle blind or a skillet blind) that completely covers the bore and that is capable of withstanding the maximum pressure of the pipe, line or duct with no leakage beyond the plate.

**Confined Space:** A space that:

- Is large enough and so configured that an employee can bodily enter and perform assigned work; and
- Has limited or restricted means of entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, sewers, storm water basins and pits and spaces that may have limited means of entry); and
- Is not designed for continuous human occupancy

**Contractor:** A non-City employee being paid to perform work within City properties.

**Entry:** The act by which a person intentionally passes through an opening into a permit required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

**Entry Permit:** The written or printed document that is provided by the facility to allow and control entry into a permit space and that contains information specified in the confined space program.

**Entry Supervisor:** The person responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required. The entry supervisor can also serve as an attendant.

**Hazardous Atmosphere:** An atmosphere that may expose employees to the risk of death, incapacitation, impairment of abilities to self rescue (escape unaided from a permit space), injury, or acute illness from one or more of the following:

1. Flammable gas, vapor, or mist in excess of 10% of the Lower Flammable Level (LFL)
2. Airborne combustible dust at a concentration that meets or exceeds its LFL (Can be approximated where the dust obscures vision at a distance of 5 feet or less)
3. Atmospheric oxygen concentration below 19.5% or above 23.5%
4. Atmospheric concentration of any substance for which a dose or a permissible exposure limit is published in 29 CFR 1910 Subpart G, Occupational Health and Environmental Control or in Subpart Z, Toxic and Hazardous Substances.
5. Any other atmospheric condition that is Immediately Dangerous to Life or Health (IDLH)

**Isolation:** The process by which a permit space is removed from service and completely protected against the release of energy and material into the space by such means as blanking or blinding, misaligning or removing sections of lines, pipes, or ducts, lock out or tag out of all sources of energy or mechanical linkages.

**Non-Permit Confined Space:** A space that does not contain or have the potential to contain any hazard capable of causing death or serious physical harm.

**Permit Required Confined Space:** A confined space that has one or more of the following characteristics:

1. Contains or has the potential to contain a hazardous atmosphere;
2. Contains a material that has the potential for engulfing an entrant;

3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross section; or
4. Contains any other recognized serious safety or health hazard

**Fire Department:** City personnel designated to rescue employees from confined spaces.

**Retrieval System:** Equipment used for non-entry rescue of persons from a confined space.

**Testing:** Process by which the atmospheric hazards that may confront entrants of a space are identified and evaluated. testing includes specifying the tests that are to be performed in the space.

**Vendor/Contractor:** A non-City employee being paid to perform a service in our facility.

#### **4. PURPOSE**

The confined space written program outlines the practices and procedures to protect City employees and contractors/vendors from hazards associated with permit required confined space entry.

This program is written in accordance with the Occupational Safety and Health Administration's (OSHA) regulations, 29 CFR 1910.146, "Permit-Required Confined Spaces" and New York State Public Employee Health and Safety (PESH) 12-9 Entering Confined Space.

For confined space locations containing atmospheric or physical hazards that would impede self-rescue, the permit-required confined space procedures will apply.

The provisions of this program require the City to provide the means, procedures, training and equipment to mitigate hazard and verify compliance through the use of a written permit.

The confined space program will be available to all employees and their representatives for review.

#### **5. SCOPE**

This program pertain to all confined space locations required to be entered by City employee, contractor and all other individuals who are visiting or have business with the City of Saratoga Springs.

#### **6. RESPONSIBILITIES**

**City of Saratoga Springs:** is responsible for development and maintaining the confined space program. A master list of both permit and non-permit confined spaces shall be established and updated as necessary. The City is responsible for providing a confined space training program for entrants, attendants and entry supervisors which will enable employees to recognize potential hazards and take the appropriate actions to control those hazards. This training will be offered to all employees who have the potential to work in confined spaces. The confined space program shall be reviewed and updated annually.

**Department Heads and Supervisors:** are responsible for reviewing the locations within their respective areas to identify either known or suspect confined space locations. Each department head must ensure that appropriate personnel receive and maintain required confined space training. The contracting department will furnish any outside contractor/vendor a written copy of known hazards identified in any potential confined space work areas.

**Employees:** All City employees shall comply with all procedures outlined in this policy. All employees must complete training as required by their supervisors and follow the procedures as outlined in this program when entering a confined space. They should also assist in identifying potential confined space locations and hazards.

**Contractors/Outside Vendors:** Any work for the City at any City facility or off-site location must be conducted in accordance with all applicable regulations. Contractors must have a written confined space program that complies with all applicable regulations. All contractors must provide copies of their written program and employee training documentation along with their rescue agreement to the contracting department. Contractors are also responsible to supply all needed equipment to perform safe entry and/or rescue. When a contractor is required to enter or work in a permit required space, the contracting department will furnish a written copy of the known hazards identified in that space to the contractor.

## **7. PACE EVALUATION, CLASSIFICATION AND RECLASSIFICATION**

All City permit-required spaces are identified (see Appendix A). This list will be reviewed and updated whenever there are changes affecting work conditions or when a new confined space is identified. If a new space is identified it will be considered a permit-required confined space until proven otherwise. If conditions change in a space causing the need for a reclassification, a supervisor must be notified and the Fire Department must assess the space. If a permit-required space can be declassified to a confined space due to the elimination of all hazards, it must be documented and changed in the inventory. If conditions change and a confined space becomes permit-required, all hazards must be documented and added to the inventory.

## **8. NON-PERMIT REQUIRED CONFINED SPACES**

Entry into non-permit required confined spaces is not regulated. Employees are always required to evaluate the potential hazards of all jobs prior to beginning work. If any questions or concerns arise during the evaluation the employee should discuss the issue with their supervisor or department head.

## **9. PREVENTION OF UNAUTHORIZED ENTRY**

Unauthorized entry into permit spaces shall be prevented. Prevention measures include training, signs, and security measures, all employees in or around confined spaces shall attend confined space awareness training.

## **10. PERMIT SYSTEM**

The permit process guides the entry team through a systematic evaluation of the space to be entered. The permit should be used to establish and document appropriate entry conditions.

A confined space entry permit must be completed before approval can be given to enter a permit-required confined space. All members of the entry team are entitled to review the permit. A permit shall be kept at the job site for the duration of the job. Permits are only good for the specified duration, or an eight hour shift. Permits may not exceed the time required to complete a task. Once completed the entry supervisor must sign the permit to authorize entry. If a supervisor must be relieved of their duties, the permit shall be cancelled and a new permit must be filled out by new entry supervisor. All entrants must exit the space and conditions must be reassessed. If circumstances cause an interruption in the work or a change in the alarm conditions for which entry was approved, a new confined space entry permit must be completed.

Permits must be kept for at least six years and will be kept on file in the Department of Public Works. If hazardous conditions are found at a space or an incident has occurred a copy of the entry permit will be attached to the inventory documentation so that future entrants are aware of the hazards that they may encounter. The entry supervisor shall terminate the permit when the operations are complete or if a condition arises that constitutes any such condition shall be documented on the permit. All expired permits will be given to the program administrator. A copy of the permit can be found in Appendix B.

## **11. DUTIES OF THE ENTRY TEAM**

Entry teams must be established prior to entry and consist of at least one attendant, one entrant and must have an entry supervisor.

### **A. ENTRY SUPERVISOR**

The entry supervisor will:

1. Know and understand the hazards that may be faced during entry, including information on the signs or symptoms, and consequences of the exposure.
2. Verify, by checking that the appropriate notations have been made on the permit; that all tests specified by the permit have been conducted; and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin.
3. Terminate the entry and cancel the permit when reasons for entering the space have been completed or when an unacceptable condition within the space or outside the space is detected.
4. Verify that the Fire Department is available and that the means of calling the Fire Department is operable. The entry supervisor will ensure that the attendant knows the method for summoning help if rescue is required.
5. Enforce this policy to ensure safe entry into any space identified as a permit-required confined space.



6. Determine that throughout the entry process, all responsibilities and functions remain consistent with safety, regardless of production requirements, time or cost.
7. Have the authority to stop work if they feel that the entry is unsafe for any reason.
8. Be trained to the proper level of responsibility.

If an Entry Supervisor must be relieved at any point during the entry, the permit must be cancelled by said entry supervisor. All entrants must evacuate the space and the new Entry Supervisor must assess the space and conditions with the entry team and a new permit.

## **B. ENTRANT**

All entrants will know the following:

1. Verify that the Fire Department is available and that the means of calling the Fire Department is operable.
2. Hazards that may be faced during entry, including information on the mode, signs, or symptoms, and consequences of the exposure.
3. Proper use of equipment.
4. Means and methods of communication with the attendant.
5. Warning signs or symptoms of exposure to a dangerous situation, or the entrant detects a condition that would warrant immediate evacuation.
6. When self-rescue must occur by means of an order by the attendant or entry supervisor, when signs or symptoms of exposure are detected, or when any prohibited condition is recognized.

All entrants must be qualified for the task assigned, (electrical, welding etc.)

## **C. ATTENDANT**

All attendants will:

1. Know the hazards that may be faced during entry or while in the space, including information on the mode, signs or symptoms, and consequences of the exposure to suspected hazards.
2. Be aware of possible behavioral effects of hazard exposure in authorized entrants.
3. Continuously maintain an accurate count of authorized entrants in the permit space and ensure that the means used to identify authorized entrants is precise at all times.
4. Remain outside the permit space during entry operations until relieved by another authorized attendant(s).
5. Communicate with authorized entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate the space when conditions warrant an immediate evacuation.
6. Monitor activities inside and outside the space to determine if it is safe for entrants to remain in the space and orders the authorized entrants to evacuate the permit space immediately under any of the following conditions:
  - a. If the attendant detects a hazardous condition.
  - b. If the attendant detects a change in the behavior of any authorized entrant which would suggest an exposure to a hazard.
  - c. If the attendant detects a situation outside the space that could endanger the authorized entrants.
  - d. If the attendant cannot effectively and safely perform all the duties required as outlined in this policy.
7. Summon rescue and other emergency services as the attendant determines that authorized entrants may need assistance to escape from permit space hazards.
8. Do the following when unauthorized person(s) approach or enter a permit space while entry is underway:
  - a. Warn the unauthorized person(s) that they must stay away from the permit space.
  - b. Advise the unauthorized persons they must exit immediately if they have entered the permit space.
  - c. Inform the authorized entrants and the entry supervisor, if unauthorized person have entered the permit space.
9. Perform non-entry rescue (rescue attempts that do not cause the attendant to break the plane of the entry to the space).

## **12. PERMIT REQUIRED CONFINED SPACE ENTRY**

### **A. PREPARATION OF THE SPACE**

1. An entry supervisor, attendant(s) and entrant(s) will be assigned. All personnel involved with the entry and their representative, can observe all aspects of the preparation.
2. The entry supervisor will brief the entrant(s) and attendant(s) on all aspects of the job.

3. At any time, the entry supervisor, the entrant and/or the attendant can either postpone or stop the entry due to a safety concern.
4. The entry team will be provided and will wear all appropriate personal protective equipment based upon the hazards present.
5. If the space is located on a roadway and will compromise traffic in any way, a temporary traffic control plan must be created and set up in accordance with the rules and regulations of the Manual of Uniform Traffic Control Devices (MUTCD).
6. A new permit will be opened and previous hazards encountered in the space will be reviewed from prior permits.
7. The air monitor shall be appropriately calibrated according to manufacturer's requirements and a bump test will occur prior to any entry. Battery life will be checked and must be at full capacity.
8. Air Monitoring around the space is required prior to opening the space and must be documented on the permit.
9. Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed.
10. Prior to opening the space, any entrances that will be open must be appropriately blocked to prevent accidental entry.
11. Upon opening the space, the oxygen content, flammable gases and vapors, and potential toxic air contaminants will be monitored and documented on permit using the provided gas monitors and be documented for every five feet of the space without breaking the plane.
12. If a hazardous atmosphere exists, continuous forced air ventilation is required throughout the duration of the entry. Entrants may not enter the space until acceptable entry conditions are confirmed. If acceptable entry conditions cannot be established and maintained, entry shall not be allowed.
13. Acceptable entry conditions are as follows:
  - Oxygen content:  $\geq 19.5\%$  and  $\leq 23.5\%$
  - Flammables:  $\leq 10\%$  of the LEL
  - All toxic air contaminants must be less than the Public Employees Safety and Health Bureau's (PESH) permissible exposure limit.
  - Hydrogen sulfide must be less than 10 parts per million and carbon monoxide must be less than 35 parts per million.
14. All connecting lines, ducts and pipes connected to chemical, gas and utility sources will be broken and capped or blanked.
15. Heating devices (e.g. jackets, coils, mantels, etc.) will be rendered safe either through line breaking/blanking or electrical lockout/tagout.
16. All mechanical, hydraulic and electrical hazards (e.g. agitators, machine drives, electrical lines, etc.) will be controlled through lockout/tagout.
17. If water or sewage has collected in the space it shall be pumped out prior to entry if possible. If the source is a continuous flow, a pump will be required to continuously remove water or sewage and be watched closely by the entry supervisor or an attendant to be sure the pump is working properly throughout the duration of the entry.
18. The space will be rinsed and/or dried if there is a build-up of hazardous or slippery material on the walls of the space.
19. The space will be cooled down to 110 degrees Fahrenheit or less.
20. Safe access to the space will be provided.
21. Adequate lighting will be provided either through low voltage lighting or through 110 Volt plugged into a Ground Fault Circuit Interrupter (GFCI).
22. All tools and communication devices shall be checked to make sure that they are intrinsically safe if the potential exists for a flammable atmosphere.
23. Communication methods shall be established prior to entry between the entrant and attendant and will be selected based on the size, location and characteristics of the space. If the selected device has batteries, the batteries must be fully charged.
24. The Fire Department shall be notified prior to any entry. They must be informed of the time, location and hazards present.
25. All retrieval equipment must be inspected prior to entry. If there is a problem with any piece of equipment a supervisor must be notified and the equipment must be taken out of service.
26. For vertical entries the retrieval system will be set-up at the entry point and will include a tripod, winch with fall protection, and a full body harness. Each authorized entrant shall use a chest or full body harness, with a retrieval line attached at the center of the entrant's back near shoulder level, above the entrant's head, or at another point which the employer can establish presents a profile small enough for the successful removal of the entrant.
27. If an entrant must unhook from the retrieval system for safety purposes, no hazardous atmosphere may exist and the rescue team must be on site.
28. If any other items such as tools need to be lowered into a space, a separate winch will be attached to the tripod and used for such purposes.

29. For horizontal entries or spaces where a tripod system cannot be used, wristlets may be used in lieu of the chest or full body harness if the employer can demonstrate that the use of a chest or full body harness is infeasible or creates a greater hazard and that the use of wristlets is the safest and most effective alternative.

**B. PERMIT COMPLETION**

1. The permit will be completed by the entry supervisor (See Appendix B)
2. All information requested on the permit will be completed by the entry supervisor or NA (not applicable) will be written in.
3. The time of permit issuance will always be written in. In no case will a permit remain valid for more than 8 hours. If the job runs past 8 hours, a new permit will be issued.
4. Expired permits will be returned to the program administrator.

**C. ENTRY**

1. All required equipment for entry including: communication, lighting, access, safety and rescue as well as the tools needed to accomplish the job will be available at the entrance.
2. Continuous space atmosphere monitoring will be established either by the attendant or by the entrant and will be documented every 15-30 minutes.
3. The attendant will stay in the immediate area of the entrance to the space and will stay in contact with the entrant.
4. The entry supervisor will formally approve the entry to begin. At any time during the job the entry supervisor, entrant or the attendant can cancel the permit and cause the entry to be either postponed or stopped due to safety concerns.
5. The attendant will document meter readings at intervals decided upon by the entry supervisor, but not longer than one hour.
6. The attendant will immediately communicate any exterior condition to the entrant that could affect her/his safety (e.g. fire alarm, severe weather, etc.)

**D. ENTRY COMPLETION**

1. The entry permit will be closed out by listing the time of space exit and any other pertinent information.
2. The Fire Department will be notified that the entry is complete.
3. The entry closure will be replaced.
4. Blanked and capped piping, tubing, ducts etc. will be re-attached.
5. Disconnected hydraulic, mechanical and/or electrical equipment will be reattached.
6. Lockout/tag outs will be released.
7. Operating personnel for the space will be notified that it can be returned to production (if applicable).
8. All safety and entry equipment will be cleaned, inspected and returned to storage locations.
9. The cancelled permit will be returned to the program administrator.

**E. ALTERNATE ENTRY PROCEDURES**

Under certain circumstances employers may use alternate entry procedures in place of full permit entry process. Alternate entry procedures can be considered for permit spaces that **only** have an actual or potential atmospheric hazard and **no other** serious hazards. To use these alternate procedures, employers must be able to provide data and other verification to support that the only potential hazard is atmospheric and that continuous forced air ventilation alone can maintain a safe atmosphere throughout the entry. Workers still must be trained, the space still must be monitored, and ventilation must be continuous.

**Conditions for Use:**

The City may use alternate procedures for entering a permit space under the following conditions:

1. Ventilation alone will maintain safe conditions.
2. Monitoring and inspection must be performed to ensure that conditions are safe.
3. If initial entry must be made in order to perform this inspection, it must be done under permit procedures.
4. The only hazard is an actual or potential hazardous atmosphere.
5. Certification with the date, location of the space and signature must be made available to entry personnel.

### **13. EQUIPMENT MAINTENANCE**

1. All confined space equipment shall be maintained according to the manufacturer's requirements.
2. All equipment shall be inspected prior to each use and at the end of each use. Any equipment that does not pass inspection shall be taken out of service and (job title) shall be notified.
3. The equipment checklist found in Appendix C shall be used for each entry.
4. It is the responsibility of (job title) to ensure that all equipment is properly maintained.

### **14. FIRE DEPARTMENT**

The City has made arrangements with the Fire Department to provide entry rescue services. The Fire Department's ability to respond to a rescue summons in a timely manner, considering the hazard(s) identified has been evaluated and is in place. The Fire Department has been provided a copy of the inventory and a copy of all applicable MSDS-GHS for each space. The Fire Department shall also be provided prior access to all spaces so that the Fire Department can develop and practice rescue operations.

The Fire Department will be contacted by calling 911.

Upon arrival the rescue team will be furnished with the permit and informed of any hazards present.

Regardless of the number of permit required confined space entries made, the Fire Department will be contacted at least annually to review the following information.

1. List of permit-required confined spaces.
2. The hazards of the spaces.
3. Procedures for entry.
4. Equipment available on site.
5. Training programs.

### **15. CONTRACTORS AND/OR VENDORS**

Any work for the City at any City facility or off-site location must be conducted in accordance with all applicable regulations. Contractors must have a written confined space program that complies with all applicable regulations. All contractors must provide copies of their written program and employee training documentation along with their rescue agreement to the contracting department. Contractors are also responsible to supply all needed equipment to perform safe entry and/or rescue. When a contractor is required to enter or work in a permit required space, the contracting department will furnish a written copy of the known hazards identified in that space to the contractor.

Any contractor/vendors who will be engaged in a permit required confined space entry must, at a minimum, follow this procedure. Whenever a contractor will be involved in a permit-required confined space entry, a written plan for the entry will be submitted to the program administrator prior to the work being scheduled. The program administrator, or a designated employee who has been trained as an entry supervisor, will approve the contractor written plans. Prior to entry, the City's designee must inform the contractor if any hazards previously confronted in the space, apprise the contractor of any precautions or procedures that have been implemented for the protection of employees working near that space and coordinate any operations between the contractor and the City. At the conclusion of the entry, the City's designee will debrief the contractor regarding the permit space program followed and any hazards that were confronted or created in the space.

### **16. TRAINING**

Training will be provided for all personnel who are attendants, entrants or entry supervisors as follows:

- Before the employee is assigned duties relating to permit required confined space entry;
- Before the employee's assigned duties change;
- Whenever there is a change in operations that presents a hazard that the employee has not been trained in previously;
- Whenever there is an indication that the procedure is not being followed safely and/or when there are indications that employee practices or knowledge do not meet the requirements.

Training shall establish proficiency in the duties required by the standard. All training will be certified in writing with the employee's name and the date of training in addition to an outline of material presented.



## City of Saratoga Springs' Confined Space Assessment Form

Location of Space: \_\_\_\_\_  
Type of Space: \_\_\_\_\_ Dimensions of Space: \_\_\_\_\_  
Date of Assessment: \_\_\_\_\_ Inventory Number: \_\_\_\_\_

### A. Confined Space Determination

1. Area was **NOT** designed for continuous human occupancy. ☐ YES ☐ NO
2. Area can be bodily entered and assigned work performed. ☐ YES ☐ NO
3. Area has limited and or/restricted means of access and egress. ☐ YES ☐ NO

If you answered yes to **ALL** of the above then the space has met the criteria for a confined space.  
Please move on to the next section.

### B. Permit Required Confined Space Determination

1. Does the space have or have the potential for a hazardous atmosphere? ☐ YES ☐ NO  
If a hazardous atmosphere was detected, please mark the hazard(s) below:  
☐ Oxygen Deficiency ☐ Oxygen Enrichment ☐ Explosive Gas/Vapor ☐ Explosive Dust  
☐ Hydrogen Sulfide ☐ Carbon Monoxide ☐ Chlorine ☐ Other: \_\_\_\_\_
2. Does the space have the potential to engulf the entrant? ☐ YES ☐ NO  
Please mark below if the hazard poses a potential for engulfment:  
☐ Water ☐ Sand ☐ Soil ☐ Gravel/Loose Rock ☐ Sewage ☐ Oil ☐ Other: \_\_\_\_\_
3. Does the space have the potential to entrap the entrant? ☐ YES ☐ NO
4. Is there a potential for any other serious safety and health hazard? ☐ YES ☐ NO  
If yes, please mark below:  
☐ Electrical ☐ Moving Parts ☐ Slips and Trips ☐ Falling (deeper than 5 ft.) ☐ Heat ☐ Cold  
☐ Skin or Eye Irritants ☐ Noise ☐ Chemicals ☐  
Other: \_\_\_\_\_
5. How is the space entered?  
☐ Fixed Ladder (circle one: good condition or needs repair) ☐ Stairs ☐ Portable Ladder  
☐ Lowering Winch (separate from non-entry rescue equipment)
6. Will ventilation be required for the space?  
☐ YES If YES: (check all that apply) ☐ Natural ☐ Forced Positive ☐ Forced Negative  
☐ NO
7. Will the entrant need to detach from the lifeline requiring rescue to be on site? ☐ YES ☐ NO

### C. Alternate Entry Procedure Determination

1. If parts 2-4 of Section B were marked YES, then alternate entry procedures are **NOT** allowed for the space.
2. Is the only hazard an actual or potential hazardous atmosphere? ☐ YES ☐ NO  
If yes, will ventilation alone maintain safe conditions? ☐ YES ☐ NO

If yes has been marked for both questions in part 2, the space may use alternate entry procedures.  
If at any time the space changes and other hazards are present, it is automatically a permit-required space again.

**FINAL DETERMINATION:** (Check All that Apply) ☐ **Non-Permit Confined Space**  
☐ **Permit-Required Confined Space** ☐ **Alternate Entry Procedures Allowed**

## City of Saratoga Springs' Confined Space Equipment Checklist

<b>Location of Site:</b>		
<b>Date/Time of Operation:</b>		
<b>Supervisor in Charge:</b>		
<b>Personnel on Crew:</b>		
<b>Time Fire Department Notified of Activity:</b>		
<b>TRIPOD (If Used)</b>	<b>YES</b>	<b>NO</b>
Is the <b>Tripod</b> set up and stabilized correctly?	<input type="checkbox"/>	<input type="checkbox"/>
Are the <b>Winch</b> and <b>Fall Arrest Device and Cables</b> routed correctly?	<input type="checkbox"/>	<input type="checkbox"/>
<b>AIR CART (If Used)</b>	<b>YES</b>	<b>NO</b>
Does the <b>Air Cart</b> have enough airlines and masks:		
For the initial Rescue Team members?	<input type="checkbox"/>	<input type="checkbox"/>
The Backup Team?	<input type="checkbox"/>	<input type="checkbox"/>
Are the <b>air cylinders</b> full?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have spare air cylinders on site?	<input type="checkbox"/>	<input type="checkbox"/>
Does the <b>air regulator</b> work?	<input type="checkbox"/>	<input type="checkbox"/>
Does the <b>low air alarm</b> work on the device? (reg set to 100psi)	<input type="checkbox"/>	<input type="checkbox"/>
Are the <b>Scott SKA Paks</b> full and serviceable?	<input type="checkbox"/>	<input type="checkbox"/>
Are <b>masks and air lines</b> in serviceable condition?	<input type="checkbox"/>	<input type="checkbox"/>
<b>SCBA's (If Used)</b>	<b>YES</b>	<b>NO</b>
Are there enough <b>SCBA's</b> available?	<input type="checkbox"/>	<input type="checkbox"/>
Are there <b>Spare Cylinders</b> on site?	<input type="checkbox"/>	<input type="checkbox"/>
Serviceable condition?	<input type="checkbox"/>	<input type="checkbox"/>
<b>Ropes, Hardware and Harnesses</b>	<b>YES</b>	<b>NO</b>
Are all <b>ropes and hardware</b> inspected and in good condition?	<input type="checkbox"/>	<input type="checkbox"/>
Are harnesses correctly sized for rescuers?	<input type="checkbox"/>	<input type="checkbox"/>
<b>Air Monitoring Equipment</b>	<b>YES</b>	<b>NO</b>
Do all <b>Gas Meters</b> have current calibration dates?	<input type="checkbox"/>	<input type="checkbox"/>
Are gas meters warmed up and bump tested as required in clean air?	<input type="checkbox"/>	<input type="checkbox"/>
<b>Communications Equipment and Methods</b>	<b>YES</b>	<b>NO</b>
Is your <b>Communication Equipment</b> adequate for the operation?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a way to maintain communication with the Rescue Team?	<input type="checkbox"/>	<input type="checkbox"/>
<b>Emergency Rescue Plan</b>	<b>YES</b>	<b>NO</b>
Did you discuss <b>Emergency Rescue Plans</b> PRIOR to beginning?	<input type="checkbox"/>	<input type="checkbox"/>
<b>Have you informed all team members of the rescue plan?</b>	<input type="checkbox"/>	<input type="checkbox"/>
Have you informed the <b>Fire Department</b> of your confined space work?	<input type="checkbox"/>	<input type="checkbox"/>
<b>Ventilation Fan(s)</b>	<b>YES</b>	<b>NO</b>
Do you need a <b>Ventilation Fan</b> for your confined space work?	<input type="checkbox"/>	<input type="checkbox"/>
Will the fan provide adequate airflow for the space being ventilated?	<input type="checkbox"/>	<input type="checkbox"/>
Is the exhausted air being sent downwind from the rescuers and not towards the occupied area?	<input type="checkbox"/>	<input type="checkbox"/>
<b>PPE</b>	<b>YES</b>	<b>NO</b>
Are helmets and gloves available for each team member?	<input type="checkbox"/>	<input type="checkbox"/>
Does everyone know the Backup Team contact info?	<input type="checkbox"/>	<input type="checkbox"/>



## City of Saratoga Springs' Entry Permit

Permit Space Location: \_\_\_\_\_

Purpose of Entry: \_\_\_\_\_

Entry

Permit Valid For Date: \_\_\_\_\_ to Date: \_\_\_\_\_

Time: \_\_\_\_\_ to Time: \_\_\_\_\_

### PERMIT SPACE HAZARDS

Atmospheric	YES	NO
Oxygen Deficiency	<input type="checkbox"/>	<input type="checkbox"/>
Oxygen Enrichment	<input type="checkbox"/>	<input type="checkbox"/>
Explosive (Gas/Vapor)	<input type="checkbox"/>	<input type="checkbox"/>
Explosive Dust	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide	<input type="checkbox"/>	<input type="checkbox"/>
Hydrogen Sulfide	<input type="checkbox"/>	<input type="checkbox"/>
Other Toxic gases/vapors	<input type="checkbox"/>	<input type="checkbox"/>
Engulfment	<input type="checkbox"/>	<input type="checkbox"/>
Configuration (Entrapment)	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical	<input type="checkbox"/>	<input type="checkbox"/>
Substance Hazardous		
to Skin or Eyes	<input type="checkbox"/>	<input type="checkbox"/>
Heat Stress	<input type="checkbox"/>	<input type="checkbox"/>
Other Potential Hazards		
(e.g., radiation, noise, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

### PERSONNEL

Entrant(s)	Time In	Time
Out		
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attendant(s): \_\_\_\_\_

Entrant Supervisor(s): \_\_\_\_\_

### COMMUNICATION PROCEDURES USED BY ENTRANT(S) AND ATTENDANT(S) check all that apply

- ☐ Visual      ☐ Rope      ☐ Voice  
☐ Radio      ☐ Other  
(specify) \_\_\_\_\_

### RESCUE AND EMERGENCY SERVICES

Emergency  
Services: \_\_\_\_\_ Phone: \_\_\_\_\_

Summoning Procedure: \_\_\_\_\_

### CONTROLS/EQUIPMENT check all that apply

- ☐ Isolation      ☐ Lockout/Tagout  
☐ Blanking/Blinding  
☐ Doubleblock and Bleed  
☐ Line break/Misalignment  
☐ Other \_\_\_\_\_
- ☐ Inerting  
☐ Purge/Clean  
☐ Methods for safe cover removal and securing area
- ☐ Atmospheric Testing  
☐ Periodic (Give interval) \_\_\_\_\_  
☐ Continuous
- ☐ Ventilation  
☐ Natural  
☐ Continuous forced air  
☐ Local Exhaust
- ☐ Entry Equipment  
☐ Ladders  
☐ Other \_\_\_\_\_
- ☐ Personal Protective Equipment  
☐ Respiratory  
☐ SCBA  
☐ SAR  
☐ Air Purifying
- ☐ Protective Clothing (specify) \_\_\_\_\_  
☐ Eye and Face protection  
☐ Hearing protection
- ☐ Rescue and Retrieval Equipment  
☐ Full body harness  
☐ Lifeline  
☐ Tripod w/mechanical winch  
☐ Explosion proof lighting
- ☐ Non-sparking tools
- ☐ Intrinsically Safe Electrical Equipment & GFCI
- ☐ Communication Equipment  
☐ Radio  
☐ Phone  
☐ Other \_\_\_\_\_

☐ Hot Work Permit

☐ Fire Extinguishers

### RESCUE PROCEDURES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENTRY PERMIT** continued from front

## ATMOSPHERIC TESTING RECORD

CONDITION	ACCEPTABLE LEVEL	PRE-ENTRY READINGS		ENTRY READINGS	
		Time Reading	Time Reading	Time Reading	Time Reading
Oxygen	19.5% - 23.5%	_____	_____	_____	_____
Explosive (Gas/Vapor)	<10%LFL	_____	_____	_____	_____
Explosive Dust	<LFL (5 ft. visibility)	_____	_____	_____	_____
Carbon Monoxide	50 ppm	_____	_____	_____	_____
Hydrogen Sulfide	10 ppm	_____	_____	_____	_____
		_____	_____	_____	_____
		_____	_____	_____	_____
		_____	_____	_____	_____
Other Hazards (e.g., Heat Stress)		_____	_____	_____	_____
Name(s) or Initials of Testers: _____					
Testing Equipment Used:		Type: _____			
		Serial Number: _____			
		Type: _____			
		Serial Number: _____			

## ENTRY AUTHORIZATION

**ENTRY AUTHORIZED BY:**

Name: \_\_\_\_\_ Time: \_\_\_\_\_

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

## ENTRY CANCELLATION

Entry Cancelled by: \_\_\_\_\_ Time: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Cancellation:

- ☐ Entry Operation Completed      ☐ Prohibited Condition Arose
- ☐ Specify/Other: \_\_\_\_\_
- \_\_\_\_\_

### POST ENTRY PERMIT AT ENTRANCE TO PERMIT SPACE

**Title:**                      **Emergency Generator Maintenance Protocol**

**Date of Origin:**            **051508**

**Responsible Party:**        **Public Works and Fire Personnel**

**I.        Policy:**

The City is insured for its emergency generator equipment. Regular emergency generator maintenance is required for the continued safe operation of this equipment. This policy sets the standard emergency generator maintenance for all City owned and maintained emergency generators within the purview of the City's Departments of Public Works and Public Safety. The City hereby adopts the maintenance schedules advocated by its manufacturer and agrees to utilize the maintenance checklists published by its manufacture.

**II.       Protocol:**

1. A **"Emergency Generator Repair and Maintenance Log"** shall be kept by the City Electrician for all emergency generators owned and maintained by the City. The Log shall be placed in a location that is clearly available for documentation purposes.
2. Each time a generator is started for other than emergency situation, protocols provided by its manufacturer will be followed.
3. **Monthly and Pre-Startup Checks** as applicable:
  - a. Check coolant level in the radiator and fill if necessary.
  - b. Check for any alarms, record hours run and engine starts.
  - c. Check coolant heater.
  - d. Check and record fuel level
  - e. Check battery and battery charger
  - f. Check radiator hoses for wears & cracks.
  - g. Pull the dipstick and check oil level in the crankcase to ensure oil is clean and proper level.
  - h. Check gaskets, piping and gage lines.
  - i. Determine if plastic safety guards are in place and allow free operation of the generator.
  - j. Clean air louvers so that they are free to move.
  - k. Clean radiator core of dirt and debris.
4. **Operation Checks** when engine is running as applicable:
  - a. Listen for crankshaft knocking and/or unusual engine noise.
  - b. Remain with the engine to make sure all operating pressures and temperatures have stabilized and are within design parameters.
  - c. Examine instruments and controls to determine they are operating properly.
  - d. Check the coolant and antifreeze solutions for clarity and add or change as needed.
  - e. Inspect and tighten all electrical connections.
  - f. Change the oil in the machine annually or as needed.
  - g. Record the readings as part of a permanent operating record.
5. A monthly checklist will be filled out for all generators and entered in **"Emergency Generator Repair and Maintenance Log."** Repairs made to emergency generators will be documented in the **"Emergency Generator Repair and Maintenance Log."**
6. Each emergency generator owned and maintained by the City shall be tested on a quarterly basis unless an emergency power failure has occurred which triggers the use of the emergency generator. Such emergency generator use will constitute an official test of the system at that building location.
7. Emergency generators called into emergency service shall undergo a thorough evaluation and operational check as to its continued viability.
8. Each test of a City owned and/or maintained generator shall documented in the **"Emergency Generator Repair and Maintenance Log"** be presented to the City's Safety Committee on a quarterly basis after each regularly scheduled test.

**Building Contact Person/Telephone Number:** \_\_\_\_\_

[illegible]

**Title:**                      **Excavation and Trenching Safety Protocols**

**Date of Origin:**            **071508**

**Responsible Party:**       **Public Works Administration**

**I.        Policy:**

The City is developing this program to assure the safety of employees who work in or around excavations as part of their job duties. It is designed to protect employees, and the general public who work or travel in the vicinity of excavations. This program complies with the requirements of the Occupational Safety and Health Administration (OSHA) regulations, 29 CFR 1926 (Construction), Subpart P. This program applies to excavation work on all properties or projects performed by City employees regardless of the job site location. This program applies to excavations formed by any man-made cut, cavity, trench, or depression in an earth surface formed by the removal of earth materials. There are minimal requirements for excavations less than four feet deep. Excavations greater than four feet deep require oversight by a competent person and routine evaluation of hazards and selected controls per OSHA regulations.

**II.       Definitions:**

**Accepted Engineering Practices:** the standards of practice required by a registered professional engineer.

**Bell-bottom pier hole:** a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a belled shape.

**Benching:** a method of protecting employees from cave-in by excavating the sides of the excavation to form one or more horizontal steps, usually with vertical or near vertical surfaces between levels.

**Cave-in:** the movement of soil or rock into an excavation, or the loss of soil from under a trench shield or support system, in amounts large enough to trap, bury, or injure and immobilize a person.

**Class A soil:** cohesive soils with an unconfined, compressive strength of 1.5 ton per square foot (tsf) (144 kPa) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, no soil is Type A if:

- The soil is fissured; or
- The soil is subject to vibration from heavy traffic, pile driving, or similar effects; or
- The soil has been previously disturbed; or
- The soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or greater; or
- The material is subject to other factors that would require it to be classified as a less stable material.

**Class B Soil:** less cohesive soil (than class A) with an unconfined compressive strength greater than 0.5 tsf (48 kPa) but less than 1.5 tsf (144 kPa); or granular cohesionless soils including: angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam.

- Previously disturbed soils except those, which would otherwise be classed as Type C soil.
- Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration; or
- Dry rock that is not stable; or
- Material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H:1V), but only if the material would otherwise be classified as Type B.

**Class C Soil:** non-cohesive soil with an unconfined compressive strength of 0.5 tsf (48 kPa) or less; or granular soils including gravel, sand, and loamy sand; or submerged soil or soil from which water is freely seeping; or submerged rock that is not stable, or material in a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or steeper.

**Competent person:** one who has been trained to identify hazards in the workplace, or working conditions that are unsafe for employees, and who has the authority to have these hazards eliminated or controlled. ***In the case of this policy, the competent person shall be the working site supervisor who shall remain on site for the duration of the excavation and trenching project.***

**Distress:** the soil is in a condition where a cave-in is imminent or is likely to occur. Distress is evidenced by such phenomena as the development of: fissures in the face of or adjacent to an open excavation; the subsidence of the edge of an excavation; the slumping of material from the face or the bulging or heaving of material from the bottom of an excavation; the spalling of material from the face of an excavation; and raveling, i.e., small amounts of material such as pebbles or little clumps of material suddenly separating from the face of an excavation and trickling or rolling down into the excavation.

**Face:** the vertical or inclined earth surfaces formed as a result of earth removal.

**Excavation:** any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal.

**Fissured:** a soil material that has a tendency to break along definite planes of fracture with little resistance, or a material that exhibits open cracks, such as tension cracks, in an exposed surface.

**Hazardous atmosphere:** an atmosphere that is explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful that may cause death, illness, or injury.

**Kickout:** the accidental movement or failure of a cross brace in a protective system.

**Layered system:** two or more distinctly different soil or rock types arranged in layers. Micaceous seams or weakened planes in rock or shale are considered layered.

**Maximum allowable slope:** the steepest incline of an excavation face that is acceptable for the most favorable site conditions as protection against cave-ins, and is expressed as the ratio of horizontal distance to vertical rise (H:V).

**Means of egress:** the safe means for personnel to enter or exit.

**Owner:** refers to the owner of the underground installation (i.e. utility).

**Protective system:** a method of protecting personnel from cave-in, material falling or rolling from an excavation face into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

**Spoil:** soil removed from the excavation.

**Stable rock:** **natural** solid mineral matter that can be excavated with vertical sides and remain intact while exposed.

**Surcharge:** an excessive vertical load or weight caused by spoil, overburden, vehicles, equipment, or activities that may affect stability.

**Trench:** a narrow excavation (in relation to its length) made below the surface of the ground, typically long, deep, and not more than 15 feet wide (measured at the bottom of the excavation).

**Trench box:** a pre-built shielding system used to protect personnel in an excavation, which is designed to withstand cave-in.

**Unconfined compressive strength:** the load per unit area at which a soil will fail in compression. It can be determined by laboratory testing, or estimated in the field using a pocket penetrometer, by thumb penetration tests, and other methods.

### **III. Responsibilities:**

1. City Responsibilities:
  - a. The City is expected to maintain a safe and healthy living, learning, and working environments for employees, and visitors to our City.
  - b. Any City department performing excavation work must appoint a "competent person(s)" to ensure compliance with this program.



- c. The department must ensure that any person designated as the “competent person(s)” must be knowledgeable in the responsibilities of what a competent person’s responsibilities are on site.
2. Competent Person(s) - Site Supervisor Responsibilities:  
Competent persons designated by the department will perform the following tasks as mandated by OSHA at each job site:
  - a. Be familiar with soil analysis and determine the class of soil for each excavation.
  - b. Determine the appropriate protective system for potential cave in. Be familiar with protective systems and how to use them.
  - c. Determine appropriate elimination or control for all hazards, including protection from potential cave-in.
  - d. Conduct site inspections in accordance with the requirements outlined in this program and maintain necessary documentation.
  - e. Ensure appropriate personal protective equipment is provided and worn.
3. Employee(s) Responsibilities:  
Employees who work in or around excavations must:
  - a. Follow the requirements of this program.
  - b. Attend required training.
  - c. Wear assigned personal protective equipment.
4. Contractors:
  - a. Contractors must comply with all local, state, and federal safety requirements, and must assure that all its employees performing work on behalf of the City have been suitably trained and are provided appropriate personal protective equipment per the OSHA requirements.
  - b. Contractors performing excavation work on behalf of the City must coordinate their work with Public Works Department personnel to assure related activities, such as utility identification, location, and shutdown are addressed.

#### **IV. Training:**

1. Employees Entering Excavations: Each employee required to enter an excavation greater than four feet deep must be reminded of the hazards regarding excavation and trenching and be reminded of the required methods of protection.
2. Employee Designated as the Worksite’s Competent Person(s): Designated departmental competent persons shall have responsibility of performing inspections and providing oversight to the project at hand. These designated competent person(s) shall have responsibility for the recognition and implementation of:
  - Hazards related to excavation work;
  - Work practices and selection of protective systems;
  - Methods of evaluating the site and conducting inspections;
  - Requirements of this program and any related programs; and
  - Emergency procedures.

#### **V. General Requirements:**

1. Contact DIGSAFELYNY at least 72 hours prior to the anticipated start date to have all utilities identified and marked.
2. Once the ticket has been cleared and all utilities located, digging may begin.
3. Appropriate authorities must be notified if a gas or other hazardous substance leak occurs during excavation activities.
4. If personnel will be entering the excavation, the designated competent person must determine the appropriate protective system for potential cave in.
5. In most cases, soils at locations throughout the City are considered to be class B soil. Best and safest practice is to assume the worst class of soil (class C) and implement appropriate protective systems for class C soil or use an appropriate trench box for the size and depth of the excavation.
6. Prior to personnel entering the excavation, and as necessary throughout the shift, the designated competent person must perform an excavation assessment to identify hazardous conditions and determine protective measures. This evaluation must be documented.
7. All hazards identified must be eliminated or controlled prior to personnel entering the excavation. The site evaluation shall be documented on the Excavation Assessment Form provided in this program.

## VI. Excavation Assessment Form Instructions:

Instructions and guidance for performing the site evaluation and completing the [Excavation Assessment Form](#) (see Exhibit 1) are provided below:

1. **Location:** (specify the location of the excavation)
2. **Date/Time:** (specify the date and time that the excavation is being evaluated)
3. **DIGSAFENY Ticket Number:** (specify the ticket number given by the DIGSAFENY system verifying that notification and approval to dig has been given). DIGSAFENY must be contacted (call 1-800-962-7962) prior to digging regardless of anticipated depth or location in order to identify sewer, telephone, fuel, electric, water lines, fiber optics, etc. Clearance to dig may take up to 72 hours. Excavators are required to keep the ticket number with them on the job site.
4. **Date/time Cleared:** (specify the date and time that clearance was received)
5. **Excavation Depth:** (check one of the boxes for the anticipated depth of the excavation and follow the required action associated with the box checked)
  - ii. If "< 4 feet or personnel will not be entering" is checked, DIGSAFENY must be contacted only. The remainder of the form does not need to be completed provided there are no additional hazards.
  - iii. If "between 4 and 20 feet" is checked, all hazards must be identified and effectively controlled prior to personnel entering.
  - iv. If "> 20 feet" is checked, the competent person must contact the City Engineer for additional review and compliance assurance.
6. **Cave-in: any soil class:** If a trench box will be used, check this box. Soil does not have to be analyzed and classified. The trench box must be appropriate for the excavation depth and used according to manufacturer's recommendations.
7. **Cave-in: assume Class C:** If the excavation walls will be sloped or benched 1 ½ to 1 (34°), check this box. Note: This box cannot be checked if the excavation is a bell-bottom pier hole, protective systems for class C soil cannot be implemented, or timber or aluminum shoring will be installed.
8. **Cave-in: all other (includes class A or B soil, bell-bottom pier holes, and the use of aluminum or timber shoring systems):** If one of the two previous options cannot be selected and implemented, check this box. The City Engineer and/or his/her designee must be contacted for additional oversight, analysis, and review.
9. **Surface Encumbrances:** All equipment, materials, supplies, permanent installations (e.g. buildings, roadways), trees, brush, boulders, and other objects at the surface of the excavation that could present a hazard to personnel working in the excavation must be removed or supported, as necessary, to protect personnel. (Check either N/A for not applicable or not present, or "removed or supported" for those items moved at least two feet from the edge of the excavation or shored/supported.)
  - i. Materials piled, grouped, or stacked near the edge of an excavation must be stable and self-supporting.
10. **Underground Installations:** Arrangements must be made as necessary by the competent person with the appropriate utility agency for the protection, removal, shutdown, or relocation of underground installations identified by DIGSAFENY. (Check the appropriate control measure taken.)
  - i. Work on such installations shall only be conducted by authorized personnel (i.e. the owner of the installation).
  - ii. If it is not possible to establish the exact location of underground installations, the work may proceed with caution provided detection equipment or other safe and acceptable means (e.g. hand digging) are used to locate the utility as the excavation is opened and each underground installation is approached.
11. **Access/Egress:** Stairs, ladders, or ramps must be provided where personnel must enter excavations four feet or more in depth, and must comply with OSHA rules and regulations. The maximum distance of travel in an excavation to a means of egress shall not exceed 25 feet. (Check the appropriate box for the control measure selected.)
12. **Vehicular Traffic:** Excavations affecting vehicular traffic must be barricaded and warnings provided to oncoming traffic. Additional precautions for personnel (i.e. high visibility warning vests, hard hats, etc.) may be required. (Check the appropriate box for the control measure selected.)
  - i. Personnel designated to flag traffic must comply with the NYS Department of Transportation's guidelines for flagging.
13. **Falling Loads:** Personnel shall not be permitted underneath loads handled by lifting or digging equipment. All personnel are required to stand away from any vehicle being loaded or unloaded. (Check the box to verify that personnel have been informed to stay clear of loading equipment.)
  - i. Vehicle operators may remain in the cabs of vehicles being loaded or unloaded by lifting/digging equipment provided the vehicle cab is reinforced or otherwise adequately protected from impact.
14. **Mobile Equipment:** When mobile equipment is operated adjacent to the edge of an excavation, a warning system must be used when the operator does not have a clear and direct view of the edge of the excavation. The warning system may consist of barricades, hand or mechanical signals, signs/flags, or stop logs. If possible, the surface grade will slope away from the excavation. (Check the type of warning system to be used.)

- 15. Hazardous Atmospheres:** Atmospheric testing must be conducted in excavations over four feet deep **where a hazardous atmosphere could reasonably be expected to exist** (e.g. in or near landfill areas, near hazardous substance storage, near gas pipelines, when hazardous chemicals are used in the excavation, etc.). This determination is made by the competent person during excavation evaluation and/or inspection.
- Atmospheric monitoring must be performed using a properly calibrated, direct reading instrument with audible and visual alarms. Monitoring must be continuous where controls are used to reduce the level of atmospheric contaminants. Monitors must be maintained and calibrated in accordance with manufacturer's specifications. (Fill in the results of the atmospheric testing.)
  - Acceptable entry conditions for atmospheric hazards include:
    - Oxygen content between 19.5 and 23.5 percent.
    - Carbon monoxide (CO) concentration is less than 20 ppm.
    - Hydrogen sulfide (H<sub>2</sub>S) concentration is less than 5ppm.
    - Lower explosive level is less than 10 percent.
  - Precautions must be taken to prevent personnel exposure when the limits expressed above are not met. These precautions include providing forced ventilation (preferred) or appropriate respiratory protection in accordance with City of Saratoga Springs' Fire Department's Respiratory Protection Program. (Check the appropriate box if respiratory protection or forced air ventilation is required.)
  - Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.
- 16. Water Accumulation:** Personnel are not permitted to work in excavations that contain, or are accumulating, water unless precautions have been taken to protect personnel from hazards posed by water accumulation. These precautions may include special support or shield systems to protect from cave-in, water removal by mechanical pump to control the level of accumulating water or the use of safety harnesses and lifelines. (Check the appropriate box for the control measure selected.)
- If water is controlled or prevented from accumulating by the use of water removal equipment, a person familiar with the equipment must monitor the equipment and operation.
  - If excavation work will interrupt the natural drainage of surface water, such as streams, diversion ditches, dikes, or other suitable means must be used to prevent surface water from entering the excavation. Precautions must also be taken to provide adequate drainage of the area adjacent to the excavation.
  - Excavations subject to runoff from heavy rains must be re-inspected by the competent person to determine if additional precautions should be taken.
- 17. Adjacent Structures:** Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of personnel.
- Excavations below the level of a base or footing of any foundation or retaining wall that could reasonably be expected to pose a hazard to personnel is not permitted unless:
    - A support system, such as underpinning, is provided to ensure the safety of personnel and the stability of the structure; or
    - A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or
    - A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.
    - Note: Where review or approval of a support system by a registered professional engineer is required, the competent person must secure this in writing before work begins. A copy of this approval must be provided to Risk and Safety Management.
- 18. Loose Rock or Soil:** Adequate protection must be provided to protect employees from loose rock, soil, or other materials that could pose a hazard by falling or rolling from an excavation face. Such protection may consist of:
- Scaling to remove loose material;
  - Installation of protective barricades, such as wire mesh or timber, at appropriate intervals on the face of the slope to stop and contain falling material; or
  - Benching sufficient to contain falling material.
  - Keeping materials/equipment at least two feet from the edge of the excavation.
  - Use of restraining devices for materials/equipment that are sufficient to prevent materials/equipment from falling or rolling into the excavation.
- 19. Fall Protection:** Standard guardrails, fences, or barricades must be provided for excavations adjacent to walkways, driveways, and other pedestrian or vehicle thoroughfares. Walkways or bridges for public and site personnel to cross over excavations must be provided when the excavation width is greater than 30 inches and depth is greater than four feet. Walkways or bridges must have standard guardrails and be at least 19 inches wide. If the walkway will serve the general public, it must be at least 36" wide, or the width of the building exit door(s), if serving as the

exit for that building, whichever is greater. Where personnel will be working or passing under such walkways, a toe board must be installed on the walkway.

- i. Wells, holes, pits, shafts, and similar excavations must be effectively barricaded or covered and posted as necessary to prevent unauthorized access. All temporary excavations of this type must be backfilled as soon as possible.

**20. Security (overnight):** Barricades and/or fencing to restrict access, warning signs, and adequate lighting must be provided as necessary to protect the public from sunset to sunrise.

**21. Personal Protective Equipment:** (Indicate minimum required PPE for entry into excavation.)

**22. Entry Authorization:** Once the competent person has evaluated site conditions and necessary control measures have been implemented, the competent person shall sign the Excavation Assessment Form and post it at the excavation entrance or other central location.

- i. Personnel shall not enter the excavation until this assessment has been completed, control measures implemented, and competent person signature is on the form!
- ii. All entrants should review the information provided on the assessment form so that hazards are known and protective measures are understood.
- iii. If any of the protective systems identified on the form have been altered, removed, or damaged, entry should not occur until the competent person has re-evaluated the situation and corrective measures implemented.

**23. In Case of Emergency, Call 911 Immediately!** Personnel shall have a means for contacting emergency services in the event of an emergency. When cell phones are primary means of contact, **584-1800** shall be dialed. When radio contact is the primary means of contact, personnel must be available at the base station with a phone system available.

## **VII. Protective Systems:**

1. Personnel entering excavations greater than four feet deep shall be protected from cave-in by using an adequate sloping/benching system or an adequate support/ protection system.
2. Excavations less than four feet deep where examination of the ground by the competent person indicates a potential cave-in may require a protective system.
3. Protective systems shall be capable of resisting all loads that could reasonably be expected to be applied to the system.

### **A. Trench Boxes:**

- (1.) Trench boxes are pre-built shield systems designed to manufacturer's instructions.
- (2.) These boxes must be used in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.
- (3.) Trench boxes must be used at a depth not greater than that for which they are designed.
- (4.) The shield must be installed in a safe manner to restrict lateral or other hazardous movement of the shield in the event of the application of sudden lateral loads (i.e. cave-in).
- (5.) The closer a properly constructed trench shield is to the trench wall, the less the chance that it could be dislodged by a lateral force.
- (6.) Personnel shall not be allowed in trench boxes when they are being installed, removed, or moved vertically or horizontally (where hazardous).

### **B. Sloping and Benching:**

Sloping or benching system requirements are specified below for excavations between 4 and 20 feet deep:

- (1.) The preferred option is for the competent person to assume the most unstable class of soil, Class C, and slope/bench the sides to 1 ½ H to 1 V (34°).
- (2.) If the excavation site does not allow for sloping at a 34° angle and a trench box is not used, the competent person must test the soil to prove that it is actually class B soil (and not class C soil), and slope/bench the walls to 1 H to 1 V (45°).
- (3.) Personnel shall not be permitted to work above other personnel on the faces of sloped or benched systems except when personnel at lower levels are protected from the hazard of falling, rolling, or sliding material/equipment.

### **C. Support Systems:**

Where pre-assembled shield systems and sloping/benching is not available or feasible, the competent person must implement an appropriate system designed to OSHA criteria. Examples of this include, but are not limited to: timber or aluminum hydraulic shoring), designed to tabulated data (i.e. manufacturer data or the use of tables and charts), or designed by a registered professional engineer – the City Engineer.

## **VIII. Inspections:**

1. Daily Inspections:
  - A. The competent person must conduct daily inspections of excavations, adjacent areas, and protective systems for evidence of a situation that could result in possible cave-in, protective structure failure, hazardous atmospheres, and verification that control measures remain in place are continue to be effective.
  - B. Daily inspections must be conducted prior to personnel entering the excavation each day and as needed throughout the shift.
  - C. Inspection is especially critical on Mondays, where rain or other changing conditions occurring over the weekend have deteriorated soil conditions and/or protective systems.
  - D. If personnel will not be entering the excavation on a given day, inspection is not required.
  - E. Note: There is no regulatory requirement stating that the competent person must be on site at all times; however, the competent person must be present to make those inspections necessary to identify situations that could result in hazardous conditions (e.g. possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions), and then to insure that corrective measures are taken. It is, therefore, subject to the conditions present at each individual worksite whether or not a competent person is required to be present at the job site at all times. The competent person must be available should situations arise that require attention.
  - F. Where the competent person or personnel entering the excavation find evidence of a situation that could result in a possible cave-in, protective system failure, hazardous atmosphere, or other hazardous conditions, exposed personnel shall evacuate the excavation until the situation has been corrected.
2. Additional Inspections:
  - A. Inspections shall also be made after each hazard-changing event, such as a heavy rainstorm.
  - B. There is an **"Inspection Log"** provided on the back of the **Excavation Risk Assessment Form** for documenting inspections.

## **IX. Emergency Protocols:**

A typical trench collapse involves three to five cubic yards of soil, or about 6,000 to 20,000 pounds! Hazardous effects include compression and asphyxiation. Typical extrication can take one to seven hours depending on the conditions of the cave in. Individuals should not place themselves at risk in order to save the life of another. Such situations too often lead to the death of the would-be-rescuer as well as the person originally in danger. It is the intent of this program to minimize the associated risks with excavation work and focus on accident prevention.

The City of Saratoga Springs' Fire Department is the designated response agency for cave in emergencies.

The first and most important action that can be taken in the event of a cave in is to activate the emergency response system by **CALLING 911**.

Take the following immediate action onsite while waiting for emergency personnel:

- If victim is not visible, try to identify the area where the victim most likely is located as closely as possible.
- Immediately request the City's vacuum if not on site already.
- Begin hand digging, if it is safe to approach the site of the collapse.
- DO NOT USE mechanical excavating equipment to dig the person out due to the potential for additional injury, crushing, or dismemberment.
- Designate ONE individual to meet the fire department upon their arrival and brief them on the situation.
- Assemble materials and equipment that may be beneficial during rescue operations, such as shovels, plywood/lumber, ladders, buckets, etc.
- Clear the area so that rescue personnel have access to the site.

## **X. Reporting:**

1. All "Excavation Risk Assessment Forms" shall be filed with Risk and Safety Management upon the completion of each project.
2. The individual designated as the "Competent Person – Site Supervisor" for the project shall be responsible for completing the "Excavation Risk Assessment Form" and forwarding it to Risk and Safety.
3. Excavation Risk Assessment Reports shall be tracked and trended by the City Safety Committee.

## **XI. Compliance:**

Every City employee working in an excavation and trenching project governed by this policy shall be expected to adhere to the OSHA, PESH and City standards as outlined herein. Failure to comply with these regulatory mandates shall result in disciplinary measures in accordance with the employee's collective bargaining agreement.

### **REFERENCES:**

<http://www.ehss.vt.edu>: Excavation Safety

Published Sources:

Occupational Safety and Health Administration (OSHA) regulations are available online at [www.osha.gov](http://www.osha.gov), 29 CFR 1926 Construction Standards, Subpart P

### ***On-line Information:***

OSHA at <http://www.osha.org>



## City of Saratoga Springs' Excavation and Trenching Risk Assessment Form

PROJECT INFORMATION			
Location:		Date/Time:	
DIGSAFELYNY Ticket No:		Date/Time Cleared:	
Excavation Depth:		Required Actions:	
<input type="checkbox"/>	Less than 4 feet <b>or</b> personnel will <b>not</b> be entering	Contact DIGSAFELYNY only. Remainder of this assessment form does not need to be completed provided there are no additional hazards, such as potential cave-in, high traffic area, etc.	
<input type="checkbox"/>	Between 4 and 20 feet	Continue completing this form. Keep on file.	
<input type="checkbox"/>	>20 feet	Contact City Engineer for special requirements.	
HAZARD		SPECIFY CONTROL MEASURE (N/A IF NOT APPLICABLE)	
Cave-in: any soil class		<input type="checkbox"/> Trench Box (soil does not have to be classified)	
Cave-in: assume Class C		<input type="checkbox"/> Slope/bench 1 ½ H to 1 V (34°)	
Cave-in: all other situations		<input type="checkbox"/> Contact EHSS or Facilities Safety for guidance	
Surface Encumbrances	<input type="checkbox"/> N/A	<input type="checkbox"/> Removed <input type="checkbox"/> Supported	
Underground Installations	<input type="checkbox"/> N/A	<input type="checkbox"/> Protected/supported <input type="checkbox"/> Owner action required	
Access/Egress required at 4'	<input type="checkbox"/> N/A	<input type="checkbox"/> Ladder <input type="checkbox"/> Ramp <input type="checkbox"/> Stairs (within 25')	
Vehicular Traffic	<input type="checkbox"/> N/A	<input type="checkbox"/> Barricades <input type="checkbox"/> Signs <input type="checkbox"/> Flag person	
Falling Loads	<input type="checkbox"/> N/A	<input type="checkbox"/> Personnel clear of equipment being loaded	
Mobile Equipment	<input type="checkbox"/> N/A	<input type="checkbox"/> Barricade/stop log <input type="checkbox"/> Signs/flags <input type="checkbox"/> Signalman	
Hazardous Atmosphere ___ O <sub>2</sub> , ___ CO, ___ H <sub>2</sub> S, ___ LEL	<input type="checkbox"/> N/A	<input type="checkbox"/> Forced air ventilation <input type="checkbox"/> Respiratory protection <input type="checkbox"/> Continuous air monitoring required	
Water Accumulation	<input type="checkbox"/> N/A	<input type="checkbox"/> Pump <input type="checkbox"/> Safety harness with life line <input type="checkbox"/> Diversion <input type="checkbox"/> Drainage	
Adjacent Structures	<input type="checkbox"/> N/A	<input type="checkbox"/> Shored <input type="checkbox"/> Braced <input type="checkbox"/> Underpinned <input type="checkbox"/> RPE review	
Loose Rock or Soil	<input type="checkbox"/> N/A	<input type="checkbox"/> Spoil piles at least 2' from edge <input type="checkbox"/> Scaling <input type="checkbox"/> Protective barrier <input type="checkbox"/> Benching <input type="checkbox"/> Restraint device	
Fall Protection	<input type="checkbox"/> N/A	<input type="checkbox"/> Barricades 6' from edge <input type="checkbox"/> Guardrails on walkways	
Security (overnight)	<input type="checkbox"/> N/A	<input type="checkbox"/> Fencing/barricades <input type="checkbox"/> Holes covered <input type="checkbox"/> Warning signs <input type="checkbox"/> Lighting	
Personal Protective Equipment	<input type="checkbox"/> N/A	<input type="checkbox"/> Work boots <input type="checkbox"/> Hard hat <input type="checkbox"/> Safety glasses	
ENTRY AUTHORIZATION			
Competent Person/Site Supervisor:			
In case of emergency:		<input type="checkbox"/> Dial 911 <input type="checkbox"/> Dial Pat Design <input type="checkbox"/> Radio base station	



## City of Saratoga Springs' Excavation and Trenching Risk Assessment Form Cont.

Date/Time Weather	Inspection Results	Corrective Action(s) taken (describe):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):

**SITE SUPERVISOR COMPLETING THIS FORM:** \_\_\_\_\_

**DATE** \_\_\_\_\_

**Title:**                      **Emergency Evacuation Policy: City Owned Building**

**Date of Origin:**            **020304**

**Responsible Party:**       **All City Personnel**

**I.        Policy:**

The City of Saratoga Springs is committed to provide a safe working environment for all of its employees. This policy details emergency evacuation procedures for City employees. It details measures for the notification of an emergency situation and the process by which an emergency evacuation should be conducted. The Department of Public Safety shall have responsibility for the management and implementation of this plan in conjunction with representatives from the Department of Public Works. An Emergency Situation requiring evacuation is defined as any event that poses immediate threat to the life, health and well being of any individual(s). In the event any person within a City building discovers an emergency, the following measures will be undertaken:

**II.       Emergency Protocols: What to do in an EMERGENCY:**

**Active Shooter:** **If you are in a building when a shooting occurs, take the following steps:**

- Lock or barricade all doors. ***KEEP OUT OF SIGHT.***
- **Call 911** to provide your location, report any injuries, or provide a description of the assailant(s) (e.g., name, number of suspects, gender, race, clothing, physical features, and type of weapon(s)).
- Move away from the windows and doors and stay low/behind available heavy objects.
- Turn cell phones to vibrate.
- Remain in the secured area until you are removed by law enforcement.
- Do not attempt to rescue anyone if it will further endanger persons within the secured area.
- If you encounter police officers follow their commands immediately and completely.

**Bomb Threat:** **If a bomb threat is received by phone, take the following steps:**

- Record info regarding the bomb threat and have it available for the police when they arrive.
- If your phone has a display, copy the number or letters on the window display.
- *The most crucial information you can obtain from the caller is detonation time, location, and appearance of the bomb.*
- Don't hang up. Have someone **call 911** from another phone. Give the phone number for the location that received the bomb threat.

If a ***bomb threat is received by note or email***, take the following steps:

- **Call 911.**
- Do not handle the note or erase the email.

If a ***suspicious object is found or arrives in the mail***, take the following steps:

- **Call 911.**
- Do not touch or move the object.
- Evacuate the immediate area.
- Stop anyone from entering where the object is located.

***Signs of a suspicious package:***

- No return address or excessive postage or an unexpected delivery
- Physical appearance including stains, strange odor or strange sounds

***Evacuation procedures:***

- Walk, don't run.
- Do not use elevators.
- Move a safe distance from the building.
- If you know of hazards or trapped persons, tell the nearest police officer.
- Do not re-enter the building.

**Chemical, Radioactive, or Biological Spill:** **In the event of a spill, take the following steps:**

- **Call 911.**
- Warn others nearby of the spill and avoid breathing vapors.

- Direct potentially contaminated people to stay in a controlled area.
- Do not allow others into the area, even to retrieve personal belongings.
- Do not spread contaminants. Take off your shoes before walking to other parts of the building.

**Criminal Activity: If you become aware of criminal activity, take the following steps:**

- **Call 911.**
- Do not attempt to apprehend or interfere with a criminal.
- Note the criminal's characteristics: height, weight, sex, race, age, clothing, weapon (if any), and direction and method of travel.
- If the criminal flees the scene in an automobile, note the license plate, make, model, color, and any other characteristics of the vehicle.

**Fire: If you discover a fire, take the following steps:**

- Manually activate the fire alarm.
- Immediately exit the building and close the door(s) behind you.
- Tell others in the area there is a fire.
- **Call 911** when you have reached safety.

***If you are trapped during a fire, take the following steps:***

- Wet and place cloth material around and under the door to prevent smoke from entering.
- Close as many doors as possible between you and the fire.
- Be prepared to signal someone outside, but do not break glass until absolutely necessary as smoke may be drawn into the room.

***If caught in smoke, take the following steps:***

- Drop to the floor and crawl toward an exit.
- Stay as low as possible.
- Take shallow breaths through your nose and use a shirt or towel as a filter.

**Flooding: In the event of flooding, take the following steps:**

- If it's safe to do so, turn off electrical equipment and secure experiments, vital equipment, records, and hazardous material by moving it to higher ground.
- Call 911 to report hazardous substances that may contaminate flood waters.
- Do not dump flood water down the storm drain unless doing so is approved by environmental health and safety staff.

**Medical Emergencies: In the event of a medical emergency, take the following steps:**

- **Call 911.** Do not move the person unless he or she is in danger.
- Avoid leaving the person except to summon help.

**Power Outages: In the event of a major City-wide outage, take the following steps:**

- Turn off lights and unplug all electrical equipment, including computers.
- Do not light candles or other flames.
- Call the Department of Public Works at 518-587-3550 ext 2544 during business hours or the Police Department at 518-584-1800 after hours to report a power outage.

**Gas Smell: Inside the building**

- **Call 911** and evacuate the area
- **Do Not** touch any electrical outlets or equipment
- Call the Department of Public Works at 518-587-3550 ext 2544 during business hours or the Police Department at 518-584-1800 after hours to report an odor of gas.

**Workplace Violence: If you notice workplace violence, including intimidation, threats, physical attack or property damage, take the following steps:**

- **Call 911** and immediately activate your panic button if you have one. Provide a location and description of the assailant or suspicious individual.

- Seek cover behind a locked door.

#### IV. **Emergency Evacuation Protocol:**

In the event any person within a City building discovers an emergency, the following measures will be undertaken:

1. A person who recognizes an emergency situation shall immediately notify everyone within his/her immediate proximity of the emergency situation and follow the guidelines established above. The person shall immediately call 911 and follow the directions for evacuation given by the Police Department.
2. The Police, Fire, Administrative Director of Recreation, senior staff on duty, and/or the Director of Risk and Safety shall have the authority of jointly and/or individually notifying building occupants that they should immediately evacuate the building per the protocols established by the Police and Fire Departments.
3. The City of Saratoga Springs Police and Fire Departments shall manage all evacuation proceedings and shall direct City employees as appropriate.

Upon receiving notification of the order to evacuate, all employees shall immediately vacate the building per the route given them by police and fire personnel.

4. Employees vacating City properties are required to meet members of their department for attendance purposes immediately after evacuation at the following locations:
  - City Hall Employees Algonquin/North Broadway Parking Lot
  - DPS Garage Employees: Parking Lot Adjacent to Building
  - DPW Garage Employees: Division Street School Parking Lot
  - Indoor Recreation Center Department Employees: Recreation Fields
  - Visitor Center Employees: Freihofer's Parking Lot
  - Weibel – Vernon Ice Rinks: Weibel Avenue Ice Rink Parking Lot
  - Excelsior Water Treatment Plant: North-West Corner of Lot - Blue Water Tower

In the event of inclement weather during an emergency evacuation, employees will meet at a designated location given by police/fire/risk and safety at the time of the incident.

5. **EVERY** employee will individually check in with his/her department supervisor upon being evacuated.
6. A Public Safety Representative shall be responsible for polling each *supervisor* to determine whether or not **EVERY** employee of the building has been fully evacuated.
7. A Public Safety Representative shall immediately notify the Police Department of any individual identified as being missing or unaccounted for at the time of the evacuation.
8. In the event the Police Department telephone lines are disabled, mobile and/or cellular telephones will be used for communication.
9. In the event that an individual cannot evacuate a City building, that individual shall group together with any other individuals present and await evacuation directions from the Police and/or Fire Department.
10. **No individual will be allowed back into a City building until the Police or Fire Departments have given the "ALL CLEAR."**

**Title:** Fleet Safety Program

**Date of Origin:** 110503

**Responsible Party:** Office of Risk and Safety and Safety Committee

**I. General Policy:**

The goal of the City of Saratoga Springs (City) is to do everything reasonable to prevent injury and/or property damage as a result of auto accidents involving employees, visitors and/or residents of the City. The City recognizes that the safety and well being of all City personnel is important for both humanitarian and economic reasons.

The City maintains a fleet of "motor vehicles" (defined for this Program as being any motorized vehicle requiring registration with the State of New York), for the express use of City officials and employees to conduct official City business. This Fleet Safety Program provides policy and protocol governing the use of motor vehicles within the City owned and operated fleet.

The Fleet Safety Policy shall be subject to the terms and conditions of any collective bargaining agreement in effect governing the relations between the City and its employees. In the event of any actual conflict between this Policy and any collective bargaining agreement the terms of the collective bargaining agreement shall govern.

Violation of this policy may subject employees to administrative action, up to and including formal disciplinary action resulting in termination of their employment, in accordance with Section 75 of the NYS Civil Service and/or City's collective bargaining agreements.

The US Department of Transportation's (DOT) Omnibus Transportation Employee Testing Act (OTETA) of 1991 requires the testing of certain employees for the misuse of alcohol and use of controlled substances. In accordance with the DOT and the Federal Motor Carrier Safety Administration (FMCSA) Regulations (49 CFR Parts 40 and 382), City employees who meet the requirements of the OTETA are subject to drug and alcohol testing.

Every City employee who is required to hold a Commercial Driver's License (CDL) and who operates a motor vehicle designed to transport sixteen (16) or more passengers (including the driver), or with a weight of 26,000 or more pounds, or is used to transport hazardous materials which require the motor vehicle to be placarded, is required by the OTETA to submit to the following tests:

- Pre-employment Testing(including those currently employed who are assigned safety-sensitive functions for the first time);
- Random Testing;
- Post-accident Testing per OTETA regulations;
- Reasonable Suspicion Testing;
- Return to Duty Testing; and/or
- Follow-up Testing.

**II: Definitions:**

**Department Head:** Commissioner of Accounts, Finance, Public Works, and Public Safety and/or the Mayor

**At Fault Accident:** An accident that has been determined to be the fault of the driver by a law enforcement agency per NYS Vehicle and Traffic Laws.

**City Vehicle:** a vehicle owned or leased by the City of Saratoga Springs.

**Conditional License:** Defined in Article 31§1196.7 of the NYS Vehicle and Traffic Law as a conditional license issued or privilege valid for use by the holder thereof: enroute to and from the holder's place of employment; if the holder's employment requires the operation of a motor vehicle as permitted; enroute to and from a class or an activity which is an authorized part of the alcohol and drug rehabilitation program and at which attendance is required; enroute to and from a class or course at an accredited school, college, or university or to a state approved institution of vocational or technical training; to or from court ordered probation activities; to and from a motor vehicle office for the transaction of business relating to such license or program; for a three hour consecutive daytime period, chosen by administrators of the program, on a day during which the participant is not engaged in usual employment or vocation; enroute to and from a medical examination or treatment as part of a necessary medical treatment for such participant or member of the participant's household, as evidenced by a written statement to that effect from a licensed practitioner; and enroute to

and from a place, including a school, at which a child or children of the holder are cared for on a regular basis and which is necessary for the holder to maintain such holder's employment or enrollment at an accredited school, college or university or at a state approved institution of vocational or technical training.

**Ignition Interlocking Device:** Defined in Article 31 §1198 of the NYS Vehicle and Traffic Law as a device, purchased and installed at the expense of the designated operator, that is connected to a motor vehicle ignition system and measures the alcohol content of the designated operator's breath. As a result, the vehicle with the attached ignition interlocking device cannot be started until the designated operator provides an acceptable breath sample.

**NYS CDL:** A New York State Commercial Driver's License allowing individuals to operate a vehicle in excess of 26,000 pounds Gross Vehicle Weight rating or for any size that is used to carry placardable amounts of hazardous materials.

**NYS DMV:** New York State Department of Motor Vehicles.

**OTETA:** Omnibus Transportation Employee Testing Act (OTETA) of 1991.

**Restricted Use License:** Defined in Article 21-A §530 of the New York Vehicle and Traffic Law to be a person whose driving license or privilege of operating a motor vehicle in NYS has been heretofore suspended or revoked pursuant to the provisions of Article 21-A §510 or whose driver's license or privilege has been revoked pursuant to Article 6 §318

**Safety Sensitive as defined by OTETA:** Safety sensitive functions including driving; waiting to be dispatched; inspecting, servicing or conditioning any commercial motor vehicle; at the controls of a commercial motor vehicle; on or in a commercial motor vehicle; loading or unloading a commercial motor vehicle (including assisting, attending, giving and getting receipts); performing driver requirements associated with an accident; or when the vehicle is disabled – repairing, getting help or staying with the vehicle.

**Valid License:** A NYS driver's license issued by the Department of Motor Vehicles that is not expired, suspended or revoked.

**Weapon:** For purposes of this Policy, "weapon" shall be defined as set forth in the description of items contained in New York State Penal Law §265.01(1) or (2).

### **III. Driver Qualification and Eligibility Standards:**

#### **A. Driver Qualifications:**

##### **1. New Hire Driver Qualifications:**

An individual shall be declared ineligible for hire if the position he or she is applying for requires driving privileges and any of the following violations or infractions are present on his or her driving record:

- a. does not have a valid license or has a license that is a conditional or restricted; or
- b. has an ignition interlock device required by his or her license; or
- c. has any restrictions that would prevent the individual from legally or safely operating a motor vehicle assigned to him or her for work assignments; or
- d. has been convicted of any driving-related felonies in the last seven (7) years.

##### **2. A City employee may drive a City vehicle as part of his or her employment if he or she:**

- a. is at least eighteen (18) years old ; and
- b. has a valid license that is not a conditional license or a restricted use license; and
- c. has had his or her motor vehicle record reviewed by the Director of Risk and Safety per the terms and conditions of this program prior to being hired; and
- d. agrees to be enrolled in the New York State Department of Motor Vehicle License Event Notification Service (LENS) Program, thereby allowing the City to receive notification from LENS regarding the employee's driving record; and
- e. has no ignition interlock device required by his or her license; and
- f. has no restrictions that would prevent the employee from legally or safely operating a City vehicle assigned to him or her for work assignments.

#### **B. Eligibility to Drive a City Vehicle:**

A City employee shall no longer be eligible to drive a City vehicle as part of his or her employment if he or she:

1. has NYS Driver's license that is no longer a valid license, or is a conditional license, or is a restricted use license; or
2. refuses to continue to be enrolled in the New York State Department of Motor Vehicle License Event Notification Service (LENS) Program, thereby allowing the City to receive notification from LENS regarding the employee's driving record; or
3. has an ignition interlock device required by his or her license; or
4. has any restrictions that would prevent the employee from legally or safely operating a motor vehicle assigned to him or her for work assignments; or
5. has three (3) at fault accidents within a period of two (2) years; or
6. has been arrested and/or convicted for a violation of New York State Vehicle and Traffic Law section 1192 or any similar alcohol or drug related driving offense in another state; or
7. fails a drug test administered by the City pursuant to his or her employment or in relation to an accident.

**C. Reinstatement of Driving Privileges:**

1. In the event that an employee loses his or her eligibility to drive a City vehicle pursuant to Section Three, Paragraph B(5) hereinabove, said eligibility may be reinstated if the employee successfully completes an approved Driver Safety Course recognized by the NYS Department of Motor Vehicles and proof of same is provided to the employee's Department Head and the Director of Risk and Safety;
2. In the event an employee loses his or her eligibility to drive a City vehicle pursuant to Section Three, Paragraph B(6) hereinabove, said eligibility may be reinstated if the employee is found not guilty of the charged violation of New York State Vehicle and Traffic Law section 1192 or, if after being found guilty of the violation, said employee regains a valid license that is not a conditional license or restricted use license.
3. In the event an employee loses his or her eligibility to drive a City vehicle pursuant to Section Three, Paragraph B(7) and the employee has a NYS CDL, said eligibility may be reinstated pursuant to the procedures set forth in OTETA; or
4. In the event an employee loses his or her eligibility to drive a City vehicle pursuant to Section Three, Paragraph B(7) and the employee has a valid license which is not a NYS CDL, said eligibility may be reinstated after the employee is referred to the Employee Assistance Program (EAP) and successfully completes all recommendations of the EAP providers in a manner acceptable to the City's Human Resource Administrator and said acceptance is provided to the Director of Risk and Safety.

**D. Repeat Offenses:**

In the event an employee loses his or her eligibility to drive a City vehicle twice during any three (3) year period, the employee shall lose his or her eligibility to drive a City vehicle for a period of two (2) years from the date of the last loss of eligibility. The employee's eligibility to drive a City vehicle may be reinstated after the two year period only upon recommendation of the Safety Committee and approval of the City Council.

**IV. Motor Vehicle Use Policy:**

All drivers of City vehicles must observe New York State Vehicle and Traffic Laws and City's Fleet Safety Programming including but not limited to:

1. Wearing seat belts per New York State Vehicle and Traffic Laws;
2. Observing the City's Smoking Policy prohibiting any smoking when operating City equipment and vehicles;
3. Refraining from using a cell phone for talking or texting;
4. Refraining from using alcoholic beverages or drugs while operating City vehicles or equipment per the City's Substance Abuse Policy;
5. Observing the regulations concerning controlled substances and alcohol testing for NYS Commercial Driver's Licenses as governed by the NYS Department of Transportation and the NYS Vehicle and Traffic Laws;
6. Operating a City vehicle or equipment for the sole purpose of City business;
7. Allowing only City employees as passengers with the exception of the transport of individuals as it pertains to law enforcement and emergency medical services, or in the event of an emergency or with the permission of a Department Head;
8. Being personally responsible for any ticket issued by a law enforcement official as a result of a violation of the NYS Vehicle and Traffic Laws while driving a City vehicle;
9. Notifying the Director of Risk and Safety of the use of City:
  - a. law enforcement vehicles for authorized law enforcement activities outside of a one hundred (100) mile radius from City limits; or
  - b. fire and emergency management vehicles for authorized City business use outside of a fifty (50) mile radius from City limits; or
  - c. all other City vehicles for authorized City business use outside of the City limits.



10. At no time, EXCEPT for law enforcement in the performance of their official duties, have any weapon of any kind within his/her personal vehicle and/or a City motor vehicle while on City owned, leased or maintained property or in the course of his/her employment. (For the purposes of this Policy, "weapon" shall be defined as set forth in the description of items contained in New York State Penal Law §265.01(1) or (2). An employee who is identified as having a weapon of any kind in violation of this policy shall be immediately reported to the police for investigation.)

**V. Vehicle Maintenance and Safety:**

All drivers shall be required to adhere to their departmental vehicle maintenance and safety inspection guidelines. The City's mechanics or designated repair shops shall be responsible for the performance of routine maintenance (other than warranty items) and repair of all City motor vehicles and equipment including but not limited to:

1. Employees are required to conduct a vehicle maintenance and safety inspection for their assigned vehicle prior to and at the end of their use of the City vehicle and immediately report any known or suspected mechanical and physical defects to their supervisor.
2. Supervisors shall be responsible for enforcing the City's Fleet Safety Vehicle Maintenance and Safety Standards for the employees assigned to their work group.
3. Each City department shall be responsible for the documentation of scheduled and unscheduled maintenance on each City owned vehicle within its control. This documentation shall be available for review by the Director of Risk and Safety as needed in support of the City's Risk and Safety Program.
4. Each department shall be responsible for the establishment of a written scheduled (planned) preventive maintenance program for scheduling and maintaining records of service on each City vehicle.

**VI. Accident Reporting:**

Motor vehicle accidents are defined as any occurrence involving the operation of a City owned or leased motor vehicle, being operated by a City employee while engaged in the performance of his/her duties that result in death, physical injury or property damage that is deemed to be chargeable per the New York State Vehicle and Traffic Laws.

The following Rules of the Road apply to any accident involving a City employee and the motor vehicle he/she is assigned to:

1. Any accident involving a City motor vehicle must be IMMEDIATELY reported to the City Police Department.
2. The City's Police Department shall investigate all City accidents and provide completed accident reports to the Director of Risk and Safety.
3. Accidents are to be reported as soon as practical to the employee's supervisor. The employee's supervisor shall be responsible for notifying the Department Head and the Director of Risk and Safety as soon as practical after the accident and no later than the close of the following business day.
4. The employee involved in a City accident shall be mandated to immediately take a post-accident drug test in accordance with the applicable labor relations contract and/or OTETA regulations that is deemed to be chargeable per the New York State Vehicle and Traffic Laws.
5. The employee involved in the accident, and the employee's supervisor shall complete the City's Employee Incident Report. The employee's supervisor shall transmit the Employee Incident Report to the Director of Risk and Safety as soon as practical, but no later than the close of the following business day.



## City of Saratoga Springs' Employee Accident Reporting Form

Date of Occurrence:	Time of Occurrence:	Date Reported:	Time Reported:
Employee's Name:			
Employee's Job Title:			
Specific Location of Accident:			
Condition of Area Where Accident Occurred:			
Weather Conditions:			
Character of Case:			
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:			

**Title:** Hazard Communication Program 121709

**Date of Origin:** 123103

**Responsible Party:** Risk and Safety

**I. Policy:**

The City of Saratoga Springs maintains a central database of Safety Data Sheets that are specific to building occupants and departmental responsibilities in accordance with the United States Department of Labor OSHA Hazard Communication Standard 29 CFR 1910.1200. This law requires the following of all public employers:

“The employer shall maintain in the workplace copies of the required safety data sheets for each hazardous chemical and shall ensure that they are readily accessible during each work shift to employees when they are in their work area(s).”

“Where employees must travel between workplaces during a work shift, i.e., their work is carried out at more than one geographic location, the safety data sheets may be kept at the primary workplace facility. In this situation, the employer shall ensure that employees can immediately obtain the required information in an emergency.”

Safety Data Sheets (MSDS) collected and indexed shall be maintained and communicated by the City Office of Risk and Safety on an annual and ongoing basis in support of the City’s “New York State Right to Know Law “Program.

**II. Protocol:**

1. Individual departments shall have the responsibility of informing the Office of Risk and Safety of the addition and/or deletion of any chemicals within a workplace.
2. The Office of Risk and Safety shall conduct an annual inventory of chemicals within City workplaces each year.
3. A survey titled “City of Saratoga Springs SDS Questionnaire” shall be sent to all department heads requesting the identification of chemicals and their manufacturers.
4. The SDS are to be kept in a binder titled “**City of Saratoga Springs Safety Data Sheets.**” Department Heads shall be responsible for including updated material in this binder and for making multiple copies as needed.
5. The Office of Risk and Safety shall maintain the central database for the City of Saratoga Springs’ Safety Data Sheets as part of the “NYS Right to Know Law Program.” Additionally, the Police Department, Fire Department, Department of Public Works Garage, Water Treatment Plant, and the Department of Public Safety Garage shall also maintain master SDS Binders on site for SDS within their control.
6. The Office of Risk and Safety shall be responsible for the annual education and distribution of the “New York State Right to Know Law” which shall conform to the materials mandated by the New York State Department of Labor.
7. The Office of Risk and Safety shall be responsible for delivering an annual report to the City Safety Committee regarding the status of the **City’s Hazard Communication Program** and the education delivered to its employees.
8. The Office of Risk and Safety as Safety Officer shall be the liaison for questions pertaining to the City’s compliance with the “New York State Right To Know Law Program” and shall act as the City representative pertaining to “New York State Right To Know Law Program” issues.



## **City of Saratoga Springs' Hazard Communications Program NYS Right-to-Know Law Program**

The *New York State Right-to-Know Law* requires all public employers to develop programs to inform employees of the potential hazards of chemicals found in the workplace. Employers have four areas of responsibility:

**Notification:** *Employers must inform employees of their rights to information, including possible health effects and hazards, concerning all toxic substances present in their workplace.*

**Information:** *Employers must respond to employee requests with specific information in written form concerning any toxic substance present in the workplace.*

**Training:** *Employers must train employees in the identity, properties and safe use of toxic substances they can expect to encounter in the course of their duties.*

**Recordkeeping:** *Employers must keep records of employees exposed to substances with enforceable exposure standards, OSHA Subpart Z.*

The City of Saratoga Springs has a formally established Hazard Communications Program that provides education on an annual basis. Its inventory of chemicals within the workplace is updated during the fourth quarter of each year. Updates to the City's SDS Database are completed and distributed accordingly.

The City of Saratoga Springs maintains both an electronic and paper database of Safety Data Sheets within its workplaces. Each department is individually responsible for maintaining material safety datasheets as provided by the Office of Risk and Safety.

The City of Saratoga Springs' paper database is contained within individual departmental binders titled 'City of Saratoga Springs Safety Data Sheets.'

The City of Saratoga Springs' electronic database may be found at the following Internet address:  
<http://hq.msdsonline.com/saratogasp3291>

Should you require information on any chemical within your workplace, please document the chemical product name, its manufacturer, and its use within the workplace. Please send the inquiry to Office of Risk and Safety at the address listed below. Questions pertaining to the *City of Saratoga Springs' NYS Right-to-Know Program* should be addressed to:

Marilyn Rivers, Office of Risk and Safety  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866  
Tel: (518) 587-3550 extension 2612  
Email: Marilyn.Rivers@Saratoga-Springs.org

**Title:** Hazard Waste Management Program

**Date of Origin:** 122108

**Responsible Party:** Public Works

**I. Policy:**

The City of Saratoga Springs shall maintain a Waste Management Program in accordance with the New York State Department of Environmental Conservation Waste Management Regulations per 6 NYCRR Parts 370 Series as applicable to City operations. The goal of this program is to establish universal protocols in the disposal of waste accumulated throughout the City's operations.

**II. Definitions:**

**Department Head:** Commissioner, Mayor, Deputy Commissioner and/or Deputy Mayor.

The definitions as follows are directly taken from the NYS Department of Environmental Conservation Division of Solid and Hazardous Materials Hazardous Waste Report: Instructions and Forms. A complete listing of definitions as they pertain to 6 NYCRR Parts 370 Series may be found within this document for further reference to the required regulations.

**Disposal:** Final placement or destruction of toxic, radioactive, or other wastes: surplus or banned pesticides or other chemicals; polluted soils; and drums containing hazardous materials from removal actions or accidental releases. Disposal may be accomplished through the use of approved landfills, surface impoundment, land farming, deep well injection, ocean (water) dumping, or incineration.

**Solid Waste:** Materials ranging from municipal garbage to industrial wastes that contain complex and sometimes hazardous substances. Solid wastes also include sewage sludge, agricultural refuse, demolition wastes, and mining residues. Technically, solid waste also refers to liquids and gases in containers.

**Universal Hazardous Waste:** Any of the following hazardous wastes that are managed under the universal waste requirements of 6 NYCRR Subpart 374-3; or batteries, as described in 6 NYCRR 374-3.1(b); pesticides as described in 6 NYCRR 374-3.1(c); thermostats as described in 6 NYCRR 373-3.1(d); and lamps as described in 6 NYCRR Part 374-3.1(e).

**III. Protocol:**

1. Individual City departments shall collectively utilize the same waste contractors whenever possible in disposing of solid or universal waste. Waste management contractors shall be retained through the City's Purchasing policies and be contracted to dispose of the City's hazardous waste in its entirety and not its departmental parts.
2. Costs associated with the disposal of waste shall be individually borne by each department based upon the waste generated and be billed separately according to contract.
3. Every waste management contract executed by the City will contain a clause in which an annual waste management report is generated for the City's annual disposal history as whole with separate reports for each of its departments. These reports shall be directed to Department of Public Works who shall be responsible for the keeping of the reports and the distribution of the reports to the City Safety Committee and each individual department.
4. The Department of Public Works shall have the responsibility of managing the disposal of hazardous waste within the City per the NYS Department of Environmental Conservation Hazardous Waste Management Regulations.
5. Each Department Head shall be responsible for ensuring proper compliance for the disposal of hazardous wastes accumulated and disposed of in accordance with NYS Department of Environmental Conservation Hazardous Waste Reporting Regulations.
6. Each department shall dispose of all accumulated solid and universal waste generated by its departmental operations on an annual basis. The Department of Public Works shall establish the parameters of disposal to be utilized during this time period in cooperation with each Department Head.
7. Any solid or universal waste that may be disposed of as it is generated should be disposed of in accordance with the adopted City Waste Management Information Guidelines.

8. Each Department Head shall designate an individual to reconcile his/her department's Annual Waste Management Disposal Inventory in cooperation with the Department of Public Works as provided by the contracted vendor.
9. Any monies recouped through an individual department's recycling efforts shall stay with the department generating said waste and will count as a credit to the billed services for that department.
10. The Department of Public Works shall be responsible for managing a centralized database of the "*City of Saratoga Springs' Hazardous Waste Management Survey*" generated by each department pertaining to the management and disposal of hazardous waste generated and disposed of within each calendar year. These records shall be kept in accordance with the NYS Records Retention Schedules.
11. Chemicals inventoried shall be identified within the City's MSDS Database per the protocols established by the City's Hazard Communication Program.

## City of Saratoga Springs' Common Generated Wastes and Acceptable Disposal Methods

Common Generated Wastes	Storage Area Prior to Disposal	Generally Accepted Disposal Protocols
<b>Adhesives</b>	No smoking area, flame proof area, dry conditions- preferable temperature between 5 degrees Celsius and 30 degrees Celsius	Empty containers should carefully be punctured or left open. Aerosol packages must have all pressure relieved before puncturing. Dispose of according to manufacturer's directions.
<b>Ammunition</b>	Ammunition should be stored separately in a locked container. Ammunition boxes should be ventilated.	Dispose of according to manufacturer guidelines or send to regional demolition facility for disposal.
<b>Antifreeze</b>	Store in original containers whenever possible. 16 gauge or lower or steel or plastic 205 litre drums in closed containers.	Contact a registered recycling or disposal facility for proper disposal.
<b>Asphalt</b>	Does the asphalt contain lead or an oil based contaminant? If yes, follow DEC guidelines for storage. If no, determine future usability and/or immediate disposal.	Does the asphalt contain lead or oil based products? If yes, follow DEC regulations for storage. If no, may be reused or used for clean dry fill in area designated by City.
<b>Batteries: liquid</b>	Cool and dry space (temperature should not exceed room temperature)	Follow NYS DEC Guidelines. Contact battery recycling companies for appropriate disposal. Disposal methods vary depending on battery manufacturer's instructions.
<b>Batteries: solid</b>	Store in cool and dry space. Atmosphere should not exceed room temperature.	Follow NYS DEC Guidelines. Contact battery recycling companies for appropriate disposal. Disposal methods vary depending on battery manufacturer's instructions.
<b>Batteries: Rechargeable</b>	Store in cool and dry space. Atmosphere should not exceed room temperature.	Nickel-Cadmium rechargeable batteries contain toxins, please recycle per manufacturer's instructions.
<b>Batteries: telephone</b>	Store in cool and dry space. Atmosphere should not exceed room temperature.	Battery Recycling Companies (Disposal Methods Vary Dependent on Battery Type and Manufacturer)
<b>Bloodied clothes</b>	Place in sealed plastic bag or container and then into a box. Label box with appropriate hazard label. If wet, place in a paper bag first before disposal.	Placed in a hygienic sealed container and discard or destroy in a hygienic manner per City's Bloodborne Pathogen Policy.
<b>Cardboard</b>	Store in a dry and cool place and away from flammable heat sources. Avoid bending, weakening, and storming near fire hazards.	Should be broken down so that it is flat and can be stacked. Tie together. Recycle. Follow local recycling regulations. Wet cardboard may be placed into the normal waste receptacle unless highly contaminated. If contaminated, collect and send to a central location for disposal in a safe and environmentally sound manner.
<b>Carpeting</b>	Store in cool, dry, clean, nonflammable area.	Try to sell back to the vendor for recycling. If carpeting is in "good condition and clean" take it to a building material reuse center for recycling. The padding should be separated from the fibers. Padding is easily recyclable. Fiber that cannot be recycled should go to the waste transfer station.
<b>Compressed air cylinders</b>	Store in a secure, dry, safe place, on a flat surface in the open air in a ventilated building. Clearly identify cylinder's content with the appropriate warning sign. If not designed to free stand, properly secure cylinder.	Cylinders should be degassed, devalved, and safely punctured. Cylinders that are not decommissioned appropriately should not be disposed of at waste transfer stations, metal recyclers, garbage trucks, or landfill sites - they must be collected separately. Disposal methods include gas cylinder exchange facilities, local dealers, and DEC clean out.
<b>Computer hardware &amp; electronics</b>	Store in dry cool environment in heavy duty boxes safely away from destructive hazards.	Recycle whenever possible. Remove and destroy hard drive as it contains City data that may be confidential in nature. Donate if possible. Contact manufacturer or distributor for manufacturer recycle programs (E-Waste Recycling). If unable to recycle or re-use and computer does not contain any hazardous waste, dispose of in trash.
<b>Computer monitors</b>	Store in dry cool environment in heavy duty boxes safely away from destructive hazards.	Recycle whenever possible. Remove and destroy hard drive as it contains City data that may be confidential in nature. Donate if possible. Contact manufacturer or distributor for manufacturer recycle programs (E-Waste Recycling). If unable to recycle or re-use and computer does not contain any hazardous waste, dispose of in trash.



## City of Saratoga Springs' Common Generated Wastes and Acceptable Disposal Methods

Common Generated Wastes	Storage Area Prior to Disposal	Generally Accepted Disposal Protocols
<b>Concrete</b>	Concrete is porous. Whenever possible, store in a cool dry environment.	If painted, determine if the paint used is lead based. If a non-lead based paint was used or if the concrete is unpainted, the concrete may go to the landfill or be recycled. If the concrete is paint with a lead based paint, follow DEC guideline for disposal. The lead based painted concrete cannot go to a landfill/
<b>Contaminated soils</b>	Avoid temporary stockpiling, but if necessary cover with plastic sheeting or tarps and install berm to prevent runoff. Do not stockpile near storm drains or watercourses. Remove any debris on exterior of transport vehicles or into excavation prior to vehicle leaving the exclusion zone.	Dispose according to regulations of the following agencies: USDOT, USEPA, NY-EPA, NY-OSHA and local regulatory agencies. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
<b>Copier toner cartridges</b>	Keep cartridges in protective wrapping until placed in printer. If keeping empty cartridges to refill later, store in air tight container. Cartridge shelf life is 20-24 months. Store in cool dry location.	Used toner cartridges may be recycled or disposed of with normal trash. Many manufacturers and distributors of printing supplies will accept used toner cartridges for recycling. Dispose via normal refuse collections.
<b>Demolition waste</b>	Store on site of generation. Screen to prevent scatter and eyesore. Segregate waste in heaps to allow appropriate disposal.	Sample test for hazardous waste and dispose of appropriately. Reuse, recycle or transport to landfill.
<b>Freon</b>	Valve protection caps must remain in place unless container is secured with valve protection outlet piped to use point. Do not drag, slide or roll cylinders. Protect cylinders from physical damage. Store in cool, dry and well ventilation area of non-combustible construction away from heavily trafficked areas and emergency exits. Do not allow temperature to exceed 125 degree Fahrenheit (52 degree Celsius).	Do not attempt to dispose of residual waste or unused quantities. Return unused or empty cylinders with properly labeled documentation, secured plugs and valve caps in place to distributor for proper disposal.
<b>Gasoline</b>	Store in approved containers or return to standard underground storage tanks if no contamination exists.	Store in drums or tanks suitable for disposal purposes. Keep storage containers outside of building until they are removed by registered disposal company. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
<b>Glass</b>	Please wrap broken glass securely in paper to avoid injury during handling.	Place in regular trash.
<b>Hydraulic oils</b>	DO NOT ALLOW HYDRAULIC OIL TO ENTER STORMWATER SYSTEM. Store in clean dry atmosphere. Keep all containers closed tightly and install covers on any partially used drums.	Contact registered disposal company for off-site recycling. IF A SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
<b>Lead based substances</b>	DO NOT ALLOW LEAD BASED SUBSTANCES TO ENTER STORMWATER SYSTEM. Store in well ventilated flame free areas with sturdy shelves. Label container appropriately.	Store at least 150 feet from any water source. In case of spill, contain spill. Do not allow spill to contaminate any water supply. Container label should state disposal requirements. If not, contact manufacturer, supplier or importer for proper disposal.
<b>Light bulbs: energy efficient</b>	Store in cardboard sleeves or in box in which replacement tubes or bulbs arrived, then store lamps where they can't be broken. Label storage area. If lamps are broken, dispose of properly. Do not discard sharp edges in regular refuse.	If the bulb breaks, open a window and leave the room for 15 minutes. Use a wet rag to place all broken pieces including the rag into a plastic bag. Place plastic bag into second plastic bag. Put into local trash. WASH HANDS after picking up glass pieces.
<b>Light bulbs: fluorescent or sodium</b>	Store in cardboard sleeves or in box in which replacement tubes or bulbs arrived, then store lamps where they can't be broken. Label storage area. If lamps are broken, dispose of properly. Do not discard sharp edges in regular refuse.	Place in regular trash. Handle gently to avoid broken glass.
<b>Mercury containing devices</b>	Store in closed container capable of preventing a release. In case of a leak, follow manufacturer directions. Prominently place a mercury spill kit next to any known device containing mercury.	Contact a mercury recycler or hazardous waste contractor for disposal per law.
<b>Metal waste: valuable</b>	Keep clean and well organized. Pile and mark according to type of metal to be recycled. Keep in locked area to avoid theft.	Contact metal dealer or recycler for best pricing and dispose of accordingly.
<b>Metal waste: all other</b>	Separate into neat clearly labeled piles. Identify metals in each pile.	If metal is not recyclable, properly dispose of in nearest landfill.

## City of Saratoga Springs' Common Generated Wastes and Acceptable Disposal Methods

Common Generated Wastes	Storage Area Prior to Disposal	Generally Accepted Disposal Protocols
<b>Motor oils</b>	DO NOT ALLOW MOTOR OILS TO ENTER STORMWATER SYSTEM. Store in 55 gallon or larger drums or other secure containers. Use storage containers that meet NYS DEC requirements. If storing above ground, store in double walled containers clearly labeling type of motor oil present.	Contact 1-800-MOTOROIL or oil recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
<b>Newspaper print</b>	Store in clean dry place. Store away from flammable devices and heat sources.	Recycle at nearest landfill.
<b>Oils all other</b>	Store in a sealed container free of other chemicals. Surround by an oil-tight bound wall which includes a vent pipe.	Contact oil recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
<b>Oil filters</b>	Puncture a hole in the dome end or anti-drain back valve and hot-drained, or hot-drained and crushed, or hot-drained and dismantled, or hot-drain using an equivalent method to remove used oil.	Contact oil recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
<b>Paints: aerosols</b>	Make sure there is no material left in aerosol paint can. Empty aerosol paint can and flatten for disposal.	Ship to a registered recycling or disposal facility
<b>Paints: latex</b>	Store in clean dry place in air tight containers. Store away from flammable devices and heat sources.	All residual/leftover paint must be hardened or dried. Remove lids from cans, and put both lids and cans into a plastic trash bag along with regular trash.
<b>Paints: oil based</b>	The solvents in oil-based paint are flammable, and the resins, solvents, pigments, and additives can be toxic when breathed or touched. Store in cool, dry place away from flammable heat source in airtight containers..	Contact recycling agent for proper disposal.
<b>Paper</b>	Store in clean dry place. Store away from flammable devices and heat sources.	Recycle at nearest landfill.
<b>Paper: shredded</b>	Store in clean dry place. Store away from flammable devices and heat sources.	Recycle at nearest landfill.
<b>Pepper spray</b>	Keep container closed. Store away from heat and light, store in clean dry place. Do not heat above 126 degrees F areinheit.	Do not incinerate. When container is empty, press valve to release all remaining pressure.
<b>Pesticides and herbicides</b>	Pack in plastic drums unless organic in nature. If the pesticide or herbicide is organic, it must be packed in a steel storage drum.	Contact recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
<b>Plastics</b>	Store in a cool dry place.	Bring to local recycling center for proper disposal.
<b>Printer cartridges</b>	Handle with care, do not touch nozzles. Store according to manufacturer's instructions.	Recycle. Send cartridge back to manufacturer in postage paid envelope provided by manufacturer.
<b>Sharps</b>	Place sharps in sturdy puncture resistance container for disposal. ALWAYS assume a potential bloodborne pathogen exposure.	Contact the nearest healthcare facility for disposal.
<b>Sludge</b>	Determine the composition of the sludge. DO NOT ALLOW SLUDGE TO ENTER STORMWATER SYSTEM. Follow NYS DEC regulations for disposal instructions.	Determine composition of sludge for appropriate disposal. Possible disposal includes land application or landfill disposal.
<b>Smoke Alarms</b>	Household smoke alarms contain a minute amount of radioactive material. Remove battery for appropriate disposal.	Dispose of in regular trash.
<b>Solvents</b>	Store in original containers when possible. Always store in a safe, dry place away from flammable heat sources.	Contact recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
<b>Speedy dri</b>	Store in a cool, well ventilated area away from ignition sources.	Burn in an appropriate incinerator or offer to a disposal contractor who is licensed in hazardous materials.
<b>Tear gas canisters</b>	Store in original containers when possible. Always store in a safe, dry place away from flammable heat sources.	Can be incinerated in small amount ( maximum of 10 at a time). When incinerating ensure other canisters are kept at least 30 feet away from fire. Fire should have a cover.
<b>Tires</b>	Store in organized piles.	Contact recycling agent for proper disposal.
<b>Transmission fluids</b>	DO NOT ALLOW TRANSMISSION FLUIDS TO ENTER STORMWATER SYSTEM. Store in original containers when possible. Always store in a safe, dry place away from flammable heat sources.	Can be reused if not contaminated. Call a professional hauler to move the fluids
<b>Vinyl</b>	Store in a cool dry location away from ignition sources.	Contact local recycling center. Vinyl will not break down in a landfill.

**Title:** Lockout Tagout Program 021814

**Date of Origin:** 021208

**Responsible Party:** All Departments

**I. Policy:**

This policy is designed to ensure that City employees comply with the "Lockout/Tagout" Program. This program establishes the minimum requirements for the lockout or Tagout of energy isolating devices. It shall be used to ensure that the machine or equipment are isolated from all potentially hazardous energy, and locked out or tagged out before employees perform any servicing or maintenance activities where the unexpected energization, start-up or release of stored energy could cause injury.

This policy applies to all City employees who may perform service and/or maintenance on machines and equipment capable of "unexpected" start up or release of stored energy. All employees shall be instructed in the safety significance of the lockout (or Tagout) program. Each new or transferred affected employee and other employees whose work operations are or may be in the area shall be instructed in the purpose and use of lockout or Tagout procedures.

**II. Definitions:**

**Authorized Employee** is an employee who locks out or tags out machines or equipment in order to service or maintain them. All authorized employees must successfully complete the required training.

**Affected Employee** is an employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under Lockout/Tagout or whose job requires him or her to work in an area in which such servicing or maintenance is being performed. An affected worker cannot perform work under a Lockout/Tagout permit.

**Contractor** is any individual or firm working at the City that is not a City employee.

**Department Head:** Mayor, Commissioner of Accounts, Finance, Public Safety and Public Works.

**Energy:** Energy makes change possible. We use it to do things for us. It moves cars along the road and boats over the water. It bakes a cake in the oven and keeps ice frozen in the freezer. It plays our favorite songs on the radio and lights our homes. Energy is needed for our bodies to grow and it allows our minds to think. Scientists define energy as the ability to do work. Modern civilization is possible because we have learned how to change energy from one form to another and use it to do work for us and to live more comfortably.

**Potential Energy:** also known as stored energy and the energy of position:

**Chemical Energy:** the potential of a chemical substance to undergo a transformation through a chemical reaction or, to transform other chemical substances. Examples include batteries and light bulbs and cells etc. Breaking or making of chemical bonds involves energy, which may be either absorbed or evolved from a chemical system.

**Mechanical Energy:** the energy a substance or system has because of its motion. Every moving object has mechanical energy, whether it is a hammer driving a nail, a leaf falling from a tree, or a rocket flying in space. Mechanical energy pulls, pushes, twists, turns and throws. Machines use mechanical energy to do work. Our bodies also use mechanical energy to perform motions such as throwing a ball or moving a pencil to write on paper.

**Kinetic energy:** is the energy of motion — of waves, electrons, atoms, molecules, substances, and objects:

**Electrical Energy:** energy absorbed or delivered by an electrical circuit (for example, one provided by an electric power utility) "electrical energy" refers to energy which has been converted *from* electrical potential energy. This energy is supplied by the combination of electric current and electrical potential that is delivered by the circuit.

**Hydraulic Energy:** power created by the compressive force or movement of a liquid in a confined area. Machines that lift objects often use hydraulic energy. (<https://www.toolingu.com/definition-570210-31785-hydraulic-energy.html>)

**Motion Energy:** energy stored in the movement of objects. The faster they move, the more energy is stored. It takes energy to get an object moving, and energy is released when an object slows down. Wind is an example of motion

energy. A dramatic example of motion is a car crash, when the car comes to a total stop and releases all its motion energy at once in an uncontrolled instant.

**Pneumatic Energy:** power created by the compressive force or movement of air or gas in a confined area. Assembly tools often use pneumatic energy to force parts together.

**Radiant energy:** electromagnetic energy that travels in transverse waves. Radiant energy includes visible light, x-rays, gamma rays and radio waves. Light is one type of radiant energy. Sunshine is radiant energy, which provides the fuel and warmth that make life on Earth possible.

**Thermal Energy:** also known as heat energy is the vibration and movement of machine parts.

**Energize:** to add energy to something to make it work.

**De-energize:** to remove energy from something to stop it from working.

**Energy Isolating Device – a Lockout Device:** a device that prevents the transmission or release of energy. An "energy source" is any source of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.

**Lockout** is the placement of a locking device on an energy-isolating device that ensures the equipment being controlled cannot be operated until the lockout device is removed. "Lockout device" is a device that utilizes a positive means such as a lock, either key or combination type, to hold an energy-isolating device in the safe position.

**Machine Guard:** a guard placed on the moving part of a machine that cuts, drills or saws that prevents the machine from kicking back chips or pieces of the item being worked on and protects those body parts that may come in contact with the machine as it operates.

**Other Employees:** are those whose work operations are or may be in an area where energy control procedures are utilized.

**Tagout:** is the placement of an attachable tag on an energy-isolating device to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed.

**Tagout Device:** a prominent warning device, such as a tag and a means of attachment, which can be securely fastened to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed.

### **III. Protocol:**

1. Lockout/Tagout procedures may only be initiated by authorized employees.
2. Every outside Contractor must inform the City and each other of their respective Lockout/Tagout procedures. The responsibility of training outside contractor employees lies with their employer.
3. Each Contractor's LOTO program must be reviewed by an authorized City representative in detail to ensure that City employees could not be injured as a result of allowing the Contractor's LOTO program and procedures to be implemented at a City owned or maintained facility. If there are any discrepancies, it is the responsibility of the City to ensure that City employees understand and comply with any restrictions and prohibitions of the outside contractor's LOTO program.
4. Department Heads and/or their designees shall be responsible for using the forms in Appendix A to identify all equipment and machinery that are governed by 29 CFR 1910.147 on an annual and ongoing basis, to provide training to employees as detailed within this policy, and to ensure the OSHA standard is complied with.
5. Employees shall be trained so that they understand the purpose and function of the LOTO program and procedures. Employees shall also be trained so that they understand the purpose, contents and requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout).
6. Authorized Employees shall receive training in the recognition of sources of hazardous energy, the types and magnitudes of hazardous energy and the means and methods of isolation and control.
7. Affected Employees shall be instructed in the purpose and use of the City's LOTO program.
8. Employees shall be instructed about the City's LOTO program and about the prohibition against attempting to restart equipment, machines or systems that have been locked and tagged out of service.
9. Safety Committee shall assist each Department Head in the coordination of hazardous energy control training for all authorized employees.
10. Authorized Employees shall be responsible for educating employees under their direct supervision in the proper use of equipment and machinery.

11. Retraining of employees shall be required whenever there is a change in job assignment, machines, equipment or processes that present a new hazard or a change in the energy control procedures.
12. The Human Resource Administrator shall maintain training records, including each employee's name and dates of training. The Director of Risk and Safety will assist Department Heads in conducting an annual LOTO Audit and maintain records of the annual Lockout/Tagout program audit.

#### **IV. OSHA LOTO Standard Operating Procedures:**

##### **A. *Preparation for Lockout or Tagout:***

PLEASE USE THE FOLLOWING SAMPLE CITY FORMS FOR THIS PROCESS:

1. Check the unit's "City of Saratoga Springs' Lockout/Tagout Machine/Equipment Listing" to determine the resources that pertain to each piece of equipment and machinery.
2. Use the **NYS PESH "LOCK-OUT/TAG-OUT DECISION FLOW CHART** before you attempt to fix or service any City equipment or machinery.
3. Complete the "**City of Saratoga Springs' LOCKOUT PROCEDURE**" for every piece of City equipment or machinery that you are attempting to fix or repair.
4. Complete the "City of Saratoga Springs' New or Rebuilt Equipment Safety Inspection" BEFORE the equipment or machinery is placed back into service.
5. Completed forms should be returned to the Supervisor in charge of the equipment.
6. Supervisors are legally required to keep these forms in a binder for each of their departments and the binders must be available for inspection as required by law.

All of these sample forms are contained within Appendix B.

You may now begin the LOTO process.

Identify the machinery or equipment requiring maintenance or repair.

Check Appendix B for the following form "**City of Saratoga Springs' Lockout/Tagout Machine/Equipment Listing**" to insure that the machine or equipment you are working on does have detailed procedures for locking and or tagging of the equipment.

If you are unsure the machine or equipment you are working on has detailed procedures for locking and or tagging of the equipment, refer to the equipment service manual that belongs to that equipment or make a survey of the equipment to determine the procedures required to insure lockout/tagout will result in an energy free state.

PLEASE NOTE: Equipment or machinery that has a cord and plug connected does not require lockout/tagout procedures as long as the attachment cord and plug has been disconnected and is under the sole control of the individual performing maintenance or repairs.

##### ***EXCEPTIONS TO LOCKOUT TAGOUT:***

If the equipment or machinery you are working on meets any of the following criteria, the specific equipment and machinery you are working on is not required to have detailed lockout/tagout procedures:

- Exception 1:** The machine or equipment has no potential for stored or residual energy or re-accumulation of energy after equipment is shut down.
- Exception 2:** The machine or equipment has a single energy source which can be readily identified and isolated.
- Exception 3:** The isolation and locking out of the energy source shall completely de-energize and de-activate the machine or equipment.
- Exception 4:** The machine or equipment is isolated from that energy source and locked out during servicing and maintenance.
- Exception 5:** A single lockout device will achieve a locked out condition.
- Exception 6:** The lockout device is under the exclusive control of the authorized employee performing the servicing.

**Exception 7: The servicing or maintenance of the equipment or machine does not create hazards for other employees.**

**Exception 8: The City in using this exception to the standard has no accidents involving the unexpected activation or re-energization of the equipment or machinery you are servicing.**

Detailed operating procedures for machinery and equipment may be found in the Standard Operating Handbook within your work unit.

**B. Sequence of Lockout or Tagout System Procedure:**

1. Notify all affected employees that a lockout or Tagout system is going to be utilized and the reason therefore. The authorized employee shall know the type and magnitude of energy that the machine or equipment utilizes and shall understand the hazards thereof.
2. If the machine or equipment is operating, shut it down by the normal stopping procedure (depress stop button, open toggle switch, etc.)
3. Operate the switch, valve or other energy isolating device(s). **Stored energy (such as that in springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas, steam, or water pressure, etc.) must be dissipated or restrained by methods such as repositioning, blocking, bleeding down, etc..**
4. Lockout and/or Tagout the energy isolating device(s) with assigned individual lock(s) or tag(s).
5. After ensuring that no personnel are exposed, and as a check on having disconnected all energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate.
6. The equipment is now locked out or tagged out.

**CAUTION: Remember these important points:**

- Always return operating control(s) to neutral or off position after the each test of machinery or equipment you are working on.
- Authorized employees who perform electrical repairs, maintenance, installation, or disconnections of electrical conductors prior to removing other equipment or machinery, must test for an energy free state with an approved electrical testing device.
- If the service or repair of equipment or machinery requires exposing live parts of electric equipment, a tag used without a lock must be supplemented by at least one additional safety measure that provides a level of safety equivalent to that obtained by the use of a lock. **(e.g. Removal of an isolating circuit element, blocking of a controlling switch, or opening of an extra disconnecting device.)**

**Authorized employees must check for electrical de-energization of electrical circuits and equipment by use of an authorized electrical testing device.**

**Additionally electrical lockout tagout must comply with 29 CFR 1910.333(b).**

**C. Restoring Machines or Equipment to Normal Production Operations:**

1. After the servicing and or maintenance is complete and equipment is ready for normal production operations, check the area around the machine(s) or equipment to ensure that no one is exposed.
2. After all tools have been removed from the machine or equipment, guards have been re-installed and employees are in the clear, remove lockout and or Tagout devices. Operate the energy isolating device(s) to restore energy to the machine or equipment.
3. Notify affected employees that the servicing or maintenance is complete and the machine or equipment is ready for use.

**D. Removal of Locks or Tags By Other Than Those Who Affix Them:**

When the authorized employee who applied the lockout device is not available to remove it, that device may be removed under the direction of the supervisor in charge of that equipment or machinery by using the following procedure.

**The Supervisor will:**

1. Verify that the authorized employee who applied the device is not at the facility.
2. Make all reasonable efforts to contact the authorized employee to inform them that their Lockout/Tagout will be removed from the equipment or machinery in question.

3. Have an authorized employee inspect the equipment to assure the re-energization of the equipment will not expose employees to a hazard or damage the equipment.
4. Insure that the authorized employee is informed that their lock has been removed before they resume work at the facility.

***Procedure Involving More Than One Person:***

- In the preceding steps, if more than one individual is required to lockout and or tagout equipment, each shall place their personal lockout and or tagout device on the energy isolating device(s).
- When an energy isolating device cannot accept multiple locks or tags, a multiple lockout or Tagout device (hasp) shall be used.
- If lockout is used, a single lock may be used to lockout the machine or equipment with the key being placed in a lockout box or cabinet which allows the use of multiple locks to secure it.
- Each employee will then use their own lock to secure the box or cabinet.
- As each person no longer needs to maintain their lockout protection, that person will remove their lock from the box or cabinet.

**V. Basic Rules for Using Lockout or Tagout System Procedure:**

All equipment shall be locked out or tagged out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve, or other energy isolating device where it is locked or tagged out.

**VI. Lockout/Tagout Procedures for Outside Personnel (Contractors):**

- Whenever outside servicing personnel are engaged in operations involving servicing or maintenance of machinery with potentially hazardous energy, the outside City must inform a representative of the City of his/her respective lockout/tagout procedures.
- Conversely, the City representative must verify that the contractor is complying with all applicable regulations concerning lockout/Tagout (29 CFR 1910.147) while working in the City's buildings.
- Additionally, all affected City personnel will be informed of and instructed to comply with the outside contractor's energy control procedures.

**VII. Employee Training and/or Re-training Record Procedures:**

- Training and/or re-training shall be provided for all authorized and affected employees whenever there is a change in their job assignments, a change in machines, equipment or processes that present a new hazard, or when there is a change in the energy control procedures.
- Additional re-training shall be conducted whenever a periodic inspection reveals, or whenever the employer has reason to believe that there are deviations or inadequacies in the employee=s knowledge or use of the energy control procedures.
- The re-training shall re-establish employee proficiency and introduce new or revised control methods and procedures, as necessary.
- Upon completion, the employee shall sign the following acknowledgment:

I have received training in my City's Lockout/Tag-out Program, and the City's program has been explained to me, that I have had an opportunity to ask questions, that I thoroughly understand these guides and the use of materials and have been given a copy of this form.

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

Unit/Supervisor: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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



**VIII. Periodic Inspections:**

- Each City Department Head and/or his/her designee shall have the responsibility of conducting a periodic inspection of the energy control program at least annually to ensure that the City's program and the requirements of the OSHA standard are being followed.
- The periodic inspection shall be performed by an authorized employee other than the one(s) utilizing the energy control program being inspected.
- The periodic inspection shall be designed to correct any deviations or inadequacies observed.
- Where lockout is used for energy control, the periodic inspection shall include a review, between the inspector, each authorized employee, and the authorized employee's who is responsible for the equipment or machinery being reviewed under the energy control program.

Sample Form:

Date of inspection: \_\_\_\_\_

Authorized employee  
inspecting program: \_\_\_\_\_

Authorized employee  
implementing procedure: \_\_\_\_\_

Equipment/machine: \_\_\_\_\_

Notes/recommendations:

**KEY REFERENCES: The OSHA Hazardous Energy Control Standard - 29 CFR 1910.147 and 29 CFR 1910.333**

**(All forms for this policy are contained in Appendix B.)**

**Title:**                      **Mail: Recognizing and Handling Suspicious Mail**

**Responsible Party:**    **All Departments**

The United States Postal Service and the FBI publish directions in recognizing and handling suspicious mail. It is very important that you know how to recognize suspicious mail.

Characteristics to pay special attention to include shape, look, address and packaging:

- **Shape:**
  - Is it lopsided or uneven?
  - Is it rigid or bulky?
- **Odor:** Is there a strange odor coming from the package?
- **Look:**
  - Are there oily stains, discolorations, or crystals on the wrapper?
  - Are there protruding wires?
- **Address:**
  - Is there a foreign postmark?
  - Is there an odd return address?
  - Are there restrictive markings?
  - Are there misspelled words?
  - Is it addressed to a title rather than to an individual?
  - Is it an incorrect title?
  - Is it poorly typed or written?
- **Packaging:**
  - Is it sealed with tape? Is there excessive tape?
  - Is there excessive postage?

Once a suspicious letter or package has been identified, it is important to respond appropriately. There are three main steps:

#### **Package, People and Plan**

**Package:** Package means that you DO NOT handle the package or letter. Leave it where it is! Isolate the area. Do not try to clean it up, move it, or place it in a plastic bag. Make a mental note of any information that might be useful (size, shape, look, address).

**People:** Clear the area. Inform employees in the immediate area so they won't disturb the suspicious package, letter, or substance. Notify a supervisor immediately. All employees in the area near the package should wash their hands and any other exposed skin with soap and water immediately, even if they didn't touch the package or letter. The area should be cordoned off. Air conditioner, fans and equipment should be turned off.

**Plan:** Contact your supervisor, who will contact the Police Department. Contact 911 if your supervisor isn't available. In an emergency – such as smoke, fumes, vapors, or employees exhibiting medical symptoms – evacuate the area and call local emergency responders.

***Remember: This discussion has focused on identifying suspicious packages and letters. Remember, if you find a suspicious package or letter think of the three "P's:"***

#### **Package, People, and Plan**

**PACKAGE:** Don't handle. Isolate it.

**PEOPLE:** Clear the area of people. Notify your supervisor.

**PLAN:** Contact the Police Department. In an emergency situation — such as smoke, fumes, vapors, or employees exhibiting medical symptoms — evacuate the area and call local emergency responders.

**ALWAYS follow the instructions of emergency responders called to assist you.**

**Title:**                      **Public Access Defibrillation**

**Date of Origin:**        **050404**

**Responsible Party:**    **Fire Department**

**I.        Policy:**

The following guidelines have been developed to complement the City's response procedures for managing emergency medical incidents in public places owned and maintained by the City of Saratoga Springs. This response plan incorporates the recommendations as outlined by the American Heart Association, the NYS Department of Health and current legislation regulating Public Access Defibrillation as managed by REMO (Regional Emergency Medical Organization).

**II.       Protocol:**

1.       A Collaborative Agreement has been established between the City and the City's Medical Officer, to oversee the administration of the City's PAD Program. This Collaborative Agreement will be renewed on an annual basis starting from the date of the original agreement.
2.       City personnel will be trained on an annual basis in CPR AED Training.
3.       The PAD unit will be placed in a central location for use by specifically trained personnel.
4.       A building representative will check the unit's readiness on a monthly and as needed basis.
5.       Building representatives will notify the Fire Department of any maintenance needs pertaining to the PAD device immediately upon discovery. In the event a PAD is found to need maintenance and/or repair, the PAD will be immediately taken out of service and sent for repair.
6.       In the event a PAD device is utilized, the individual using the device shall complete a PAD Incident Report. This report shall be provided to the Fire Department and the City's Designated Physician to review the response to assure the appropriateness of the procedures followed. If necessary, the City's Designated Physician will meet with the City personnel to review the response and make any necessary recommendations. These recommendations will be documented and attendance taken for retraining.
7.       A copy of the City's PAD Incident Report will be submitted to REMO within five (5) business days of the incident.
8.       PAD usage incidents will be tracked and trended for review by the City of Saratoga Springs Safety Committee as needed.



## Public Access Defibrillation Incident Report

Name of Patient: \_\_\_\_\_

Date of Incident: \_\_\_\_/\_\_\_\_/\_\_\_\_

Time of Incident: \_\_\_\_:\_\_\_\_:\_\_\_\_ am/pm

Patient's Age: \_\_\_\_\_

Patient's Sex: ( ) Male ( ) Female

CPR Prior to Defibrillation:

( ) Attempted ( ) Not Attempted

Cardiac Arrest: ( ) Not Witnessed ( ) Witnessed by Bystander ( ) Witnessed by AED

Est. Time (in minutes) from Arrest to CPR \_\_\_\_:\_\_\_\_ Shock: ( ) Indicated ( ) Not Indicated

Est. Time (in minutes) from Arrest to 1<sup>st</sup> Shock: \_\_\_\_:\_\_\_\_ Number of Shocks: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

Patient Outcome at Incident Site:

- ( ) Return of pulse and breathing ( ) No return of pulse or breathing  
( ) Return of pulse with no breathing ( ) Became responsive  
( ) Return of pulse, then loss of pulse ( ) Remained unresponsive

Name of AED Operator: \_\_\_\_\_

Number of Shocks: \_\_\_\_\_ Time Period of Shocks: \_\_\_\_\_

Name of Transporting Ambulance: \_\_\_\_\_

Name of Facility Patient Transported to: \_\_\_\_\_

Name of Person Completing This Report: \_\_\_\_\_

Signature of Person Completing This Report: \_\_\_\_\_ Date: \_\_\_\_\_

The information obtained from this report will be maintained as **CONFIDENTIAL** Quality Assurance information pursuant to Article 30, Section 3004-A and 3006 of the Public Health Law of the State of New York.

Fire Department: \_\_\_\_\_ Date Received: \_\_\_\_\_

***This report is to be completed by the individual who administered the AED within twenty-four hours of its use and immediately faxed to the Fire Department at (518) 587-1068.***

**Title:** City Property Proximity Card Security Access Administration

**Date of Origin:** 092110

**Responsible Party:** All Departments

**I. Policy:**

The City of Saratoga Springs is dedicated to the security, safety and overall well being for all of its employees. The City's goal is to invest, as best it can, in the safety and security of its workplace so it can provide its employees with the environment they need to be productive for its constituents. The City has invested and installed a proximity card security system for its city properties to limit access to internal areas defined as high risk by the National Institute for Occupational Safety & Health (NIOSH) and to control access to areas containing sensitive information.

NIOSH defines workplace violence as any physical assault, threatening behavior or verbal abuse that may potentially occur in the following work settings:

- Duties that involve the exchange of money
- Delivery of passengers, goods or services
- Duties that involve mobile workplace assignments
- Working with unstable or volatile persons in healthcare, social service or criminal justice settings
- Working alone or in small numbers
- Working late at night or during early morning hours
- Working in high crime areas
- Duties that involve guarding valuable property or possessions
- Working in community based settings
- Working in areas of previously identified security problems

The Safety Committee of the City of Saratoga Springs shall oversee the installation and design of the City Civilian Property Proximity Card Security Access Administration on behalf of the City Council according to the regulatory standards established for workplace safety and security.

The City's Information Technology Department shall be designated as the Master License of the hardware and software technology systems associated with the City Property Proximity Card Security Access Administration for the purposes of maintaining said software and hardware.

The City Property Proximity Card Access Policy shall be composed of four separate security sectors: City Properties Civilian, Police Department, Fire Department, and Information Technology Department-Server Rooms and IT secured areas.

- City Civilian Properties shall be controlled by the Office of Risk and Safety.
- The Police Department shall be responsible for the control of the Police Station and its ancillary properties.
- The Fire Department shall be responsible for the control of its properties located at Lake and West Avenues.
- Information Technology Department shall be responsible for Server Rooms and IT secured areas.

**II. Definitions:**

**City Council:** The City Council of the City of Saratoga Springs.

**Civilian Employee:** An individual who is designated by Civil Service as qualified to perform a City department duty and who is employed on a regular and ongoing basis, is physically present in the performance of his/her duties and not a uniformed employee of the police or fire departments.

**Department Head:** Commissioner and/or Mayor or designee for the purposes of this policy.

**Fire Department Employee:** An individual who is designated by Civil Service as qualified to perform fire department duties and who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties.

**Full Time Employee:** An individual who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties. This definition also includes those individuals employed as permanent part-time

employees who are employed on a regular and ongoing basis and physically present in the performance of their job duties.

**Police Department Employee:** An individual who is designated by Civil Service as qualified to perform police department duties and who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties.

**Proximity Card:** A proximity card or proximity fob that has been activated by a City department to grant access to a certain portion of a building or buildings.

**Safety Committee:** A standing committee chartered by the City Council of the City of Saratoga Springs composed of representatives from the Department of Accounts, Finance, Mayor, Public Safety and Public Works including the City Engineer, City Electrician, Civil Service Secretary, City's Insurance Agent, representatives of the police, fire and civilian labor unions, and chaired by the Director of Risk and Safety.

**Sensitive Information:** Any personal information collected by the City for a stated purpose in which the risk of identity theft is present. Sensitive information includes, but is not limited to: address, phone number, social security number, date of birth, credit check information, copy of driver's license, education dates, medical records, retirement information, birth certificate, garnishment information, paycheck/pay stub, check copies, drug testing records, dispatch blotter information, background checks, polygraph results, uniform ID information, cell phone bills, incident/accident records, Fire Department run data, spouse and dependent information, health insurance plan information, beneficiary information, W9s, Patient Care Reports, Risk Management files, litigation files, employee personnel files including Section 78 proceedings, and computer passwords. The City has identified the following locations where sensitive information is present:

- a. Planning and Economic Development: Loan, Grant and Assistance Applications
- b. Finance: Payroll Records
- c. Civil Service and Finance: Employment Records
- d. Accounts Department: Vital Records
  - i. Birth Records
  - ii. Death Records
  - iii. Marriage Licenses
  - iv. Information for handicap tags
- e. Public Safety
  - i. Parking ticket records
  - ii. Code Enforcement
- f. Police Department
- g. Fire Department
- h. Employee and Retiree Insurance Information
- i. Risk and Safety Management
- j. City Attorney
- k. Public Works: Water and Sewer Account Records
- l. IT Computer Network
- m. Recreation Programs and Camp Saradac

### **III. Protocol:**

#### **Safety Committee:**

1. The Safety Committee shall be responsible for the review and approval of security proximity access installation entry for City civilian occupied properties as part of the City's Workplace Violence Program per the NYS Department of Labor regulatory guidelines and to control access to areas containing sensitive information.
2. Any civilian department requesting installation of a new security proximity system shall make a request to the City Safety Committee for review and approval. Safety Committee shall work with IT, Office of Risk and Safety and the police department personnel to determine the necessity and placement of civilian property proximity card access.
3. The City Safety Committee shall review the existing City Property Proximity Card Security Access Administration Program on an annual basis..
4. The City Safety Committee shall make recommendations to the City's Capital Budget Committee for the expansion of the City Property Proximity Card System as a need is identified and deemed necessary and appropriate to the City's Workplace Violence Program and to control access to areas containing sensitive information.

**Office of Risk and Safety:**

1. The Office of Risk and Safety, in conjunction with IT, shall have administrative control over the City's civilian occupied properties in support of the City's Workplace Violence Program and to control access to areas containing sensitive information.
2. Individual department heads shall have the authority to grant or deny access to their respective office areas in support of the City's Workplace Violence Program and to control access to areas containing sensitive information. Access to City proximity cards shall be limited to employees currently on the payroll.
3. Department heads shall file a written request with the Office of Risk and Safety for the allocation of a civilian proximity card for a new employee or when an employee separates from the City using the **Computer Network User Request Form**. The Department Head shall request and IT and Risk and Safety shall review each civilian proximity card access request on an ongoing basis as requests are received in the context of the City's comprehensive security system programming.
4. The Office of Risk and Safety shall verify an individual's employment with Civil Service prior to the issuance of a City proximity card.
5. Civilian personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department head or Human Resources determines they are fit to return to duty.
6. Civilian department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to their department head until such time as they are cleared to return to duty.
7. Employees taking possession of a City Proximity card will sign for the card taking responsibility for its use and replacement.
8. At no time shall a proximity card be issued to anyone other than an employee of the City of Saratoga Springs.
9. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided unauthorized access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice.

**Fire Department:**

1. The City's Fire Chief and/or his/her assigned personnel shall have control over the security access to its buildings in support of the City's Workplace Violence Program and to control access to areas containing sensitive information.
2. Access to City proximity cards shall be limited to employees currently on the payroll and not under current administrative disciplinary action.
3. The Fire Chief shall verify an individual's fire department employment with Civil Service prior to the issuance of a City Fire Department proximity card.
4. Fire department employees taking possession of a City Fire Department proximity card will sign for the card taking responsibility for its use and replacement. Fire department personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department administration or Human Resources determines they are fit to return to duty.
5. Fire department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to fire department administration or Human Resources until such time as they are cleared to return to duty pursuant to fire department protocols.
6. At no time shall a fire department proximity card/fob be issued to anyone other than an employee of the City of Saratoga Springs.
7. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided unauthorized access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice per fire department disciplinary policies.

**Police Department:**

1. The City's Police Chief shall maintain authority over the operation and maintenance of the Police Department Proximity Card Security System. The Chief of Police shall maintain policy regarding its administration.
2. The Police Department shall control the procurement of all computer related software and hardware relating to that portion of the Proximity Card Security System that secures police department property as established within the City's Purchasing Policy.
3. Access to Police Department proximity cards shall be limited to police department employees currently on the payroll and not under current administrative disciplinary action.
4. The Police Chief shall verify an individual's police department employment with Civil Service and/or other law enforcement agencies prior to the issuance of a City police department proximity card.



5. Police Department personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department administration or Human Resources determines they are fit to return to duty.
6. Police department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to police department administration until such time as they are cleared to return to duty per police department disciplinary policies.
7. At no time shall a proximity card be issued to anyone other than an employee of the City Police Department except as designated by the Chief of Police for official law enforcement purposes for those individuals officially employed by law enforcement agencies.
8. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice per police department disciplinary policies.

**Information Technology Department:**

***City Hall Server Room:***

1. The City's IT Department shall have administrative master control over the management of the City Property Proximity Card Security Access Administration computer software and hardware.
2. Access to the City Hall Central Server Room shall be controlled by a proximity card strike plate, or other methods as determined by IT based on equipment, configuration, and/or security needs.
3. The strike plate and card reader shall be connected to a controller in the Police Department so that reports can be generated when needed for law enforcement prosecution cases to show access to the Server room.
4. Proximity cards for the City Hall Central Server Room shall only be authorized for civil service IT Department position titles and Police Department titles with the joint written permission of the IT Manager and Chief of Police, using the attached Computer Network Request Form.
5. No other employee shall be given proximity card access to the City Hall Central Server Room without the express joint written permission of the IT Manager and Chief of Police. The joint written permission shall be kept on file with the IT Office per the NYS regulatory retention schedules.
6. Any vendors or City employees other than designated personnel requiring access to the Server Room will be accompanied by an IT employee, and will sign an access log for the time they are present which will be maintained by the Police Department. The access log shall record entry and exit times, City employee printed name/initial, name of vendor's employee, vendor employee's drivers license number, vendor company name, and contact number. The Office of Risk and Safety and IT shall be granted access to review the Server Room Log as is needed for IT and/or risk management purposes.
7. Access to the outer area of the server room, known as the radio room will be permitted by required vendors and will be granted by specified employees in the Police Department. All equipment racks in the server room will be kept locked unless active work is being done in that location by the IT department to maintain physical security of IT equipment. Keys will be controlled by the IT Department.
8. Civilian personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department administration or Human Resources determines they are fit to return to duty.
9. Civilian department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to their department administration or Human Resources until such time as they are cleared to return to duty.

***All Other City Property Server Rooms and IT Secured Areas:***

1. The City's IT Department shall have administrative master control over the management of the City Property Proximity Card Security Access Administration computer software and hardware. In the event a strike plate is installed on any City Property Server Room for proximity card access, only designated IT Department staff shall be granted access.
2. No other employee shall be given proximity card access to any other City Property Central Building Server Room(s) without the express joint written permission of the IT Manager, Commissioner of Finance and the Director of Risk and Safety. The joint written permission shall be kept on file with the Office of Risk and Safety per the NYS regulatory retention schedules.
3. Any vendor requiring access to a City owned and/or maintained Server Room shall be accompanied by an IT department employee, and will sign an access log for the time he/she is present which shall be maintained by the IT Department. The access log shall record entry and exit times, City employee printed name/initial, name of vendor, vendor company name, and contact number. The Office of Risk and Safety and Police Department shall be granted access to review the Server Room Log as is needed for risk management and/or law enforcement purposes.

#### **Employee Population:**

1. An employee issued a proximity card granting access to a designated area shall sign civilian, IT, police or fire departmental agreements acknowledging responsibility for the proximity card given.
2. Employees given proximity cards shall be instructed to immediately report lost or stolen proximity cards to the Office of Risk and Safety, IT, Police Department and/or Fire Department depending upon their employment affiliation.
3. Employees issued proximity cards shall be instructed that the proximity card access is solely limited to the individual issued the card and shall not be used for the additional access of any other individual.
4. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided unauthorized access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice.

#### **IV. City Property Proximity Card Security Access Administration Reporting Requests:**

City Property Proximity Card software reporting is a confidential security management tool for official use only that is in place to support the City's Workplace Violence Programming per NYS Department of Labor and Homeland Security regulatory mandates and to control access to areas containing sensitive information. At no time shall the reporting mechanisms available within the City Property Proximity Security Access Administration be utilized for any other purpose.

##### ***City Civilian Property Proximity Card Access Reporting:***

1. The use of the reporting software associated with the City Property Proximity Card Security Access Administration shall be jointly managed by the Office of Risk and Safety Management and the IT Department for civilian governed properties is in place to support the City's Workplace Violence Program and to control access to areas containing sensitive information.
2. A Department Head shall have the authority to request a security access report for their departmental security ports by filing a written request with IT Office using the ***Data Access/Permission/Proximity Card Change Request Form***. IT will review each request with Risk and Safety. Any individual other than the Department Head responsible for his/her own security access port asking for a report of proximity card access for civilian populated City properties must file a formal written request with the IT Department using the attached ***Data Access/Permission/Proximity Card Change Request Form***. IT will review each request with Risk and Safety.
3. The Office of Risk and Safety shall consult the City Attorney on all such requests.
4. The Office of Risk and Safety shall have the responsibility of answering the proximity card access reporting inquiry..
5. In circumstances where the Police Department is conducting an official police investigation, the Police Department shall file a formal written request with the Office of Risk and Safety for the information necessary to conduct its investigation.
6. An annual report will be generated indicating what access is permitted for each department that uses proximity cards for access and will be presented to the Department Head to give an understanding of what employees have access to that area for their review and potential requests for revision. This information will be provided on the ***Data Access/Permission Change/Proximity Card Request Form***. The Office of Risk and Safety will be copied on all such reports. The report will be generated by IT and a copy provided to Risk and Safety.

##### ***Fire Department Property Proximity Card Access Reporting:***

1. The use of reporting software associated with the City Fire Department Proximity Card Security Access Administration shall be managed by the Fire Chief for fire department governed properties per the protocols established for that agency.
2. Any individual asking for a report of proximity card access for fire department populated City properties must file a formal written request with the Fire Chief using the ***Data Access/Permission/Proximity Card Change Request Form***.
3. The Fire Chief shall consult the City Attorney on all such requests in accordance with NYS FOIL laws and any other applicable federal, state and local laws and/or ordinances and provide the report requested in accordance with those regulatory requirements as is appropriate.
4. The Fire Chief shall have the responsibility of answering the proximity card access reporting inquiry as is appropriate.
5. In circumstances where the Police Department is conducting an official police investigation, the Police Department shall file a formal written request with the Fire Chief with a copy to the Office of Risk and Safety for the information necessary to conduct its investigation.

***Police Department Property Proximity Card Access Reporting:***

1. The use of reporting software associated with the City Police Department Proximity Card Security Access Administration shall be managed by the Chief of Police and/or his designee for police department governed properties per the protocols established for that agency.
2. Any individual asking for a report of proximity card access for Police Department City properties must file a formal written request with the Chief of Police and/or his designee using the Data Access/Permission/Proximity Card Change Request Form.
3. The Chief of Police and/or his designee shall consult the City Attorney on all such requests in accordance with NYS FOIL and any other applicable federal, state and local laws and/or ordinances and provide the report requested in accordance with those regulatory requirements as is appropriate.
4. The Chief of Police and/or his designee shall have the responsibility of answering the proximity card access reporting inquiry as is appropriate.

## DATA ACCESS/PERMISSION /PROXIMITY CARD CHANGE REQUEST

<b>Request Date:</b>	<b>Request Time:</b>
----------------------	----------------------

<b>Type of Request</b>		
<b>Permission Change [ ]</b>	<b>Proximity Card Access Report [ ]</b>	<b>File Copy/Relocation [ ]</b>
<b>If this is a permission change, should access be read only to prevent alterations by this user ? Yes[ ] No[ ]</b>		

<b>File Name If Known -or- Unique File Contents For Search -or- Type Of Data Requested –or- Folder Name</b>

<b>Normal User of files being referenced</b>	
<b>Department:</b>	<b>User:</b>

<b>Files requested for or access permissions to be granted to</b>	
<b>Department:</b>	<b>User:</b>

<b>Reason for Request / Notes</b>

<p>I hereby grant permission for the Network Administrator to locate the above referenced file and give access to the person requesting it either by physical copy or through permission changes.</p> <p>I agree to indemnify and hold the City of Saratoga Springs and the Information Technology Staff harmless from any loss, liability, claim or demand, including, but not limited to, reasonable attorney's fees, arising out of my intentional misuse or violation of the City's confidentiality policies and/or federal and state confidentiality laws of the materials provided to me by the Information Technology Department under this request.</p>		
<b>Department Head Signature and Title:</b>	<b>Date:</b>	<b>Time:</b>

<b>City Information Technology Systems Manager</b>		
<b>Signature:</b>	<b>Date:</b>	<b>Time:</b>

<b>Actions performed to complete the above request taken by</b>		
<b>Signature:</b>	<b>Date:</b>	<b>Time:</b>

<b>Actions performed by Risk and Safety for Proximity Card request completed by</b>		
<b>Signature:</b>	<b>Date:</b>	<b>Time:</b>

**COMPUTER/NETWORK USER REQUEST**

Date Requested \_\_\_\_\_

Add User \_\_\_\_\_

Remove User \_\_\_\_\_

User Name (Print clearly) \_\_\_\_\_

Title \_\_\_\_\_ Department \_\_\_\_\_

**Please fill out this section if you are REMOVING a user.**

Date to remove user \_\_\_\_\_

Please specify where you would like any of this user's documents to be transferred:

Proximity Card Access Removed?

Yes

No

Should email history be made available to another user? Yes - to \_\_\_\_\_

No

Should messages be forwarded to another user? Yes - to \_\_\_\_\_

No

Should an auto-reply inform senders that this address is no longer in service ? Yes No

If Yes the standard reply will be "This account is no longer active", if you would like something different please specify:

**Please fill out this section if you are ADDING/UPDATING a user.**

1. Should this user have access to email?

Yes

No

2. All users will get a private directory. Should this user have access to departmental shared folder(s)?

Yes

No

3. If yes, please specify which folder(s): \_\_\_\_\_

4. Should this user have access to MUNIS?

Yes

No

5. If yes, please specify which other user should be used as a template or which module(s): \_\_\_\_\_

6. Should this user have access to the internet?

Yes

No

7. All users will have MS Office. Are there any other specific programs or icons this user needs?

Yes

No

8. If yes, please specify which program or icons: \_\_\_\_\_

9. Proximity card access to following areas: \_\_\_\_\_

Granted by Risk and Safety: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head Signature and Title \_\_\_\_\_

Date \_\_\_\_\_

**Request Approved By: \_\_\_\_\_, IT System Manager****Please allow two business days after request is approved for processing.**

**Title:** Red Flags Identity Theft Prevention Policy

**Date of Origin:** 092110

**Responsible Party:** All Departments

**I. Purpose:**

The Identity Theft Prevention Policy (the "Policy") is hereby adopted by the City of Saratoga Springs (the "City") to help protect employees, residents, contractors and the City from damages related to the loss or misuse of sensitive information as referenced in the Federal Trade Commission's Identity Theft Prevention Red Flags Rule (16 CFR § 681.2).

The purposes of the Policy are to:

1. Define sensitive information.
2. Describe the physical security of data when it is printed on paper.
3. Describe the electronic security of data when stored and distributed.
4. Place the City in compliance with State and Federal law regarding identity theft protection.

This policy enables the City to protect existing customers, retirees and employees, reducing risk of identity fraud, and minimize potential damage to the City from fraudulent activity. The program will help the municipality:

1. Identify risks that signify potentially fraudulent activity.
2. Detect risks when they occur.
3. Respond to risks to determine if fraudulent activity has occurred and to act accordingly if fraud has been attempted or committed.
4. Update the program periodically, including reviewing the areas that are covered and the identified risks that are part of the program.

In the event of any conflict between this policy and New York State licensing and vital records requirements, the state laws and requirements shall prevail.

**II. Definitions:**

For purposes of the Policy, the following terms are defined as follows:

1. "Sensitive Information" means any personal information collected by the City for a stated purpose in which the risk of identity theft is present. Sensitive information includes, but is not limited to: address, phone number, social security number, date of birth, credit check information, copy of driver's license, education dates, medical records, retirement information, birth certificate, garnishment information, paycheck/pay stub, check copies, drug testing records, dispatch blotter information, background checks, polygraph results, uniform ID information, cell phone bills, incident/accident records, Fire Department run data, spouse and dependent information, health insurance plan information, beneficiary information, W9s, Patient Care Reports, Risk Management files, litigation files, employee personnel files including Section 78 proceedings, and computer passwords. The City has identified the following locations where sensitive information is present:
  - a. Loan, Grant and Assistance Applications
  - b. Payroll Records
  - c. Employment Records
  - d. Vital Records
    - i. Birth Records
    - ii. Death Records
    - iii. Marriage Licenses
    - iv. Information for handicap tags
  - e. Public Safety
    - i. Parking ticket records
    - ii. Code Enforcement
  - f. Police and Fire Department
  - g. Building and Zoning Department
  - h. Finance and Employee and Retiree Insurance Information
  - i. Risk and Safety Management

- j. City Attorney
  - k. Water and Sewer Account Records
  - l. IT/Computer Network
  - m. Recreation Programs/Camp Saradac
2. "Identity Theft" means a fraud committed or attempted using the identifying information of another person without his or her permission.
  3. "Red Flag" is a pattern, practice or specific activity that indicates the possible occurrence of identity theft.
  4. Department Head: Commissioner of Accounts, Finance, Public Works, Public Safety or Mayor and/or Chief of Police or Fire Chief.
  5. Employee: Appointed "at will" employees, elected officials, civil service full-time, part-time and seasonal employees, interns, volunteers, and community members who serve on City sponsored boards, commissions, committees and task forces.

### III. **Prevent Identity Theft: Security of Information and Documents:**

City personnel are encouraged to use common sense judgment in securing confidential information. Any City document marked "Private and Confidential" is not for public distribution.

All civilian employees must sign an **"Employee Confidentiality Agreement"** for the City of Saratoga Springs (**Attachment A**). New police officers and firefighters to the Police and Fire Departments will follow the guidelines of the Police Policies and Procedures Manual and the Fire Policies and Procedures Manual respectively. All civilian and uniform employee agreements will be kept on file in the employee's permanent personnel file.

The following are guidelines for securing information identified as being of sensitive nature that each employee shall comply with when completing work on behalf of the City:

#### A. **Hard Copy Documents**

1. File cabinets, desk drawers, overhead cabinets, and any other storage space containing documents with sensitive information will be locked when not in use. Keys shall be stored in a secure location with access limited to those individual employees who require access.
2. Storage rooms containing documents with sensitive information and record retention areas will be locked at the end of each workday or when unsupervised. A log containing the location of all City documents in storage will be kept by the Records Management Officer (Commissioner of Accounts).
3. Desks, workstations, work areas, printers and fax machines, and common shared work areas will be cleared of all documents containing sensitive information when not in use and at the end of each business day.
4. Whiteboards, dry-erase boards, writing tablets, etc. in common shared work areas will be erased, removed, or shredded when not in use.
5. When working papers containing sensitive information are discarded, they will be shredded by the employee discarding the materials. Documents considered municipal records, however may only be destroyed in accordance with Retention Schedule MU-1 and with the written permission of the City's Records Management Officer (Commissioner of Accounts). The Disposition sheet must also contain the signature of the department head/custodian of those records.
6. Birth and death records are secured as per the City's Vital Records Policy, mandated by New York State Department of Health.
7. Police Department documents are secured per the Police Department Policy and NYSPIN regulations.
8. Vault doors must remain closed during business hours in City Hall. Combinations shall be changed periodically as needed and/or after an employee having the combination leaves employment.
9. A request in writing by an employee for viewing of his/her permanent personnel file shall only be honored with verification of identity as prescribed in Section V of this policy and in accordance with the "Freedom of



Information/Personnel Files” policy found in the City’s Personnel Manual. A record of the viewing and/or release of such documents evidencing the signature of both the City employee providing the information and the requesting party receiving the information shall be kept in the employee’s permanent personnel file (**Attachment B**) in accordance with the NYS Retention Schedules.

10. Requests for documents containing sensitive information shall only be honored with verification of identity as prescribed in Section V of this policy and to those individuals prescribed on the request form. A record of the release of such documents evidencing the signature of both the City employee providing the information and the requesting party receiving the information shall be kept by each department (**Attachment B**) in accordance with the NYS Retention Schedules.

## **B. Electronic Documents**

The City’s e-mail system is a City owned system. All e-mails sent and received within the City e-mail system are the property of the City. E-mails sent through the City e-mail system may be monitored under the provisions of the US Electronics Communication Privacy Act (ECPA). Each employee of the City shall comply with the following policies:

1. In order to obtain access to the City’s e-mail and document system, employees must:
  - a. Be classified by Civil Service as full time, part time or an intern.
  - b. Access begins on the start date and ends on the last date of service with the City.
  - c. A signed Network User Agreement (*Attached*) must be obtained by the Finance Office IT Department before access is granted. The agreement shall be filed in the employee’s permanent personnel file.
  - d. The level of computer access shall depend upon an employee’s job requirements as defined by the appointing authority and Civil Service.
  - e. Times of access shall only be permitted during normal work hours or for work related activities.
2. All computers must be locked out when unattended and logged off of at the end of the workday. If this does not take place within a specified amount of time and lack of use of the workstation is detected, an administrative override will occur and the workstation shall be locked.
3. All employees - full time, part time, and interns must comply with the “Computer Use Policy,” found in the Finance Policies and Procedures Manual, “Section VIII: Data Networking and Information Technology” and the City’s Employee Personnel Manual.
4. All e-mails sent from the City of Saratoga Springs must include the following statement:

***“Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.”***
5. Fax machines, copiers, printers, hard drives and other digital devices must have the storage device removed or securely erased prior to being removed from City premises.
6. Each City department that performs online financial transactions shall designate one computer for such departmental transactions. The designated computer shall be “white” listed preventing it from accessing any web site addresses that does not have a documented departmental business need.
7. All City computers shall be equipped with anti-malware software and or systems that feature automatic updates. New software and hardware patches shall be installed routinely.
8. The City shall maintain a cyber block/black list and enforcement shall be on the network perimeter.
9. Wireless networks shall never be used when conducting financial transactions.
10. Wireless networks shall not be used without VPN encryption for access to any City internal network.
11. Administrative passwords shall be periodically changed, including routers, firewalls, other network equipment and software. Factory default passwords shall not to be used on security equipment and systems.

12. When conducting financial transactions, the financial institution's web address must start with "[https](https://)" not "[http](http://)." The "s" indicates that the web site is secure, using a different method of communication than standard internet traffic. Users shall also confirm a valid SSL certificate prior to entering any information.
13. Links shall never be used to access a financial institution's site. E-mail and search engine links should not be trusted. Always type the financial institution's web address directly into the internet browser's address bar.
14. Users should learn what the financial institution's web site looks like and what questions are asked to verify identity. The slightest change of a web site in appearance, poor grammar, and/or additional security questions may signify a "man-in-the-middle" attack.
15. Credit card transactions shall be processed in compliance with the Payment Card Industry Data Security Standard (PCI DSS).
16. Employees will not use City account passwords or similar passwords for any personal accounts unrelated to City operations. Employees when asked to choose passwords will not use a password or similar password to any passwords they use on personal non City related accounts.

#### **IV. Identification of Red Flags:**

Red Flags are categorized in four parts—employee, management, public and third party. The City has identified relevant Red Flags to include:

##### ***Employee Red Flags:***

1. Lifestyle changes: expensive cars, jewelry, homes, clothes, etc.
2. Significant personal debt and credit problems-creditors appearing at the workplace.
3. Behavioral changes: may be an indication of drugs, alcohol, gambling, or fear of losing a job.
4. High employee turnover, especially in areas more vulnerable to fraud
5. Refusal to take vacation or sick leave.
6. Lack of segregation of duties in the vulnerable area.
7. Taxpayer complaints that they are receiving non-payment notices.
8. Discrepancies between bank deposits and posting.
9. Abnormal number of expense items, supplies or reimbursement to an employee.
10. Bank Accounts that is not reconciled on a timely basis.
11. Falsifying time sheets: inconsistent overtime charged, overtime charged. During a slack period or overtime charged for an employee not normally having overtime wages.
12. Purchasing: increased complaints on products, charges without shipping documents, high volume of purchases from new vendors, purchases that bypass normal procedures, vendors without physical addresses or addresses that match employee addresses.
13. Refusal to inventory items for sale or inconsistent/sloppy inventory.
14. Rewriting records under the guise of neatness in presentation.
15. Alteration and/or destruction of original City documents and records not in accordance with procedures indicated above.
16. Frequent detection of potentially malicious software on user's workstation which could indicate an attempt to compromise or allow compromise of network security to mask actions or to allow actions of a 3<sup>rd</sup> party to affect network security.

##### ***Management Red Flags:***

1. Reluctance to provide information to auditors and/or frequent changes in external auditors.
2. Managers engage in frequent disputes with auditors.
3. Management decisions are dominated by an individual or small group.
4. Managers display significant disrespect for regulatory bodies.
5. Weak internal control environment.
6. Accounting personnel lax in their duties.
7. Decentralization without adequate monitoring.
8. Excessive number of checking accounts and/or frequent changes in banking accounts.
9. City assets sold under market value.
10. Excessive number of year end transactions.
11. High employee turnover.
12. Photocopies or missing documents.
13. Service contracts with no resulting product.

14. Request for significant funding in an unused budget line.

***Public Red Flags:***

1. There is a recent and significant increase in the volume of activity pertaining to an existing account.
2. Documents are provided for identification that appear to have been altered or forged.
3. The photograph or physical description on an identification presented is not consistent with the appearance of the person presenting the identification.
4. Other information in documents provided for identification is not consistent with the individual presenting the information.
5. The document presented appears to have been altered or forged or gives the appearance of having been destroyed and recreated.
6. A phone number or address provided is invalid, a mail drop or a prison address.
7. The personal information presented is not consistent with the personal identification provided.
8. Mail sent to the customer is returned as undeliverable although transactions continue to occur with regard to the individual.

***Third Party Red Flags:***

1. A financial institution identifies a suspicious transaction involving City funds.
2. A consumer reporting agency provides a credit freeze in response to a request for a consumer report.

**V. Detection of Red Flags:**

The City shall require any two of the following forms of identification to verify the identity of the person in question requesting sensitive information:

1. A valid NYS Driver's License or Identification Card;
2. A valid US Passport;
3. A valid US Green Card; and one of the following:
4. An original bill from an electric, gas, cable or other utility;
5. An original or certified copy of a birth certificate; **and/or**
6. An original or certified copy marriage and/or divorce decree with a notarized signature.
7. Court order, subpoena or other judicial documentation demanding access and/or documents.

The City shall utilize the following steps to detect employee and management red flags:

1. Create and regularly update internal controls for all departments.
2. Conduct periodic petty cash audits.
3. Regularly inventory files containing sensitive information.
4. Monitor City budget; report City's financial position regularly to the City Council.

**VI. Responses to Red Flags:**

In the event that a Red Flag is identified, the employee identifying the Red Flag shall immediately notify his/her supervisor. The employee's supervisor acting on behalf of the City shall determine whether or not a response is warranted upon a review of the information provided. If the supervisor determines a response is warranted, the supervisor shall notify law enforcement immediately and law enforcement will take appropriate action.

**VII. Policy Violations:**

Any violation of this policy by an employee of the City shall be investigated by the City Attorney's Office and the Office of Risk and Safety and appropriate disciplinary and/or legal action shall be taken by the employee's appointing authority in accordance with collective bargaining agreements; Civil Service Section 75 regulations, and/or "employee at will" termination proceedings.

**VIII. Policy Administration and Updating:**

The City Safety Committee shall be responsible for developing, implementing and updating this policy as well as providing training for all staff. The City Safety Committee shall also responsible for reviewing and updating this policy annually and presenting any changes to the City Council for approval as is necessary and appropriate.



**Attachment A**  
**CITY OF SARATOGA SPRINGS'**  
**EMPLOYEE CONFIDENTIALITY AGREEMENT**

This agreement is made between \_\_\_\_\_ (employee name) and the City of Saratoga Springs.

The employee agrees to the terms of this agreement in consideration of the employee's continued employment by the City of Saratoga Springs and in consideration of:

1. The employee acknowledges that, in course of employment by the City of Saratoga Springs, the employee has, and may in the future, come into the possession of certain confidential information including but not limited to names, addresses, dates of birth, social security numbers, protected health information, passwords, correspondence, and files.
2. The employee hereby agrees that he or she will at no time, during or after the term of employment, use or disseminate for his or her own benefit or the benefit of others, or disclose or divulge to others, any such confidential information.
3. Upon termination of employment, the employee will return to the City of Saratoga Springs, retaining no copies, all documents relating to the City of Saratoga Springs' business including, but not limited to, reports, manuals, correspondence, computer programs, and all other materials and all copies of such materials obtained by the employee during employment.
4. Violation of this agreement by an employee of the City shall be investigated by the City Attorney's Office and the Office of Risk and Safety and appropriate disciplinary and/or legal action may be taken by the employee's appointing authority in accordance with collective bargaining agreements; Civil Service Section 75 regulations, and/or "employees at will" termination proceedings.
5. Employees will not use City account passwords or similar passwords for any personal accounts unrelated to City operations. Employees when asked to choose passwords will not use a password or similar password to any passwords they use on personal non City related accounts.

City of Saratoga Springs: \_\_\_\_\_ Date: \_\_\_\_\_  
(Department Head Signature)

Employee: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)



## **CITY OF SARATOGA SPRINGS'**

### **Access to Documents Containing Sensitive Information**

During the course of City business, documents containing sensitive information may be requested. This request may be for either the viewing of a permanent personnel file or documents pertaining to an individual employee. It is the policy of the City of Saratoga Springs to protect the identity of its employees and connections to the fullest. Therefore, requests for such documents containing sensitive information shall be thoroughly reviewed and a delay in fulfilling that request may occur.

**Sensitive Information** means any personal information collected by the City for a stated purpose in which the risk for identity theft is present. Sensitive information includes, but is not limited to: address, phone number, social security number, date of birth, credit check information, copy of driver's license, education dates, medical records, retirement information, birth certificate, garnishment information, paycheck/pay stub, check copies, drug testing records, dispatch blotter information, background checks, polygraph results, uniform ID information, cell phone bills, incident/accident records, Fire Department run data, spouse and dependent information, health insurance plan information, beneficiary information, W9s, Patient Care Reports, Risk Management files, litigation files, employee personnel files including Section 78 proceedings, and computer passwords.

### **Permanent Personnel Files**

An employee who requests viewing of his/her permanent personnel file shall only be honored with verification of identity as prescribed below and in accordance with the "Freedom of Information/Personnel Files" policy found in the City's Personnel Manual. A record of the viewing and/or release of such documents evidencing the signature of both the City employee providing the information and the requesting party receiving the information shall be kept in the employee's permanent personnel file in accordance with the NYS Retention Schedules.

### **Other Documents Containing Sensitive Information**

Requests for documents containing sensitive information shall only be honored with verification of identity as prescribed below and only to those individuals prescribed on the request form. A record of the release of such documents evidencing the signature of both the City employee providing the information and the requesting party receiving the information shall be kept by each department in accordance with the NYS Retention Schedules.

### **Verification of Identity**

The City shall require any two of the following forms of identification to verify the identity of the person in question requesting sensitive information:

1. A valid NYS Drivers License or Identification Card;
2. A valid US Passport;
3. A valid US Green Card; **and one** of the following:
4. An original bill from an electric, gas, cable or other utility;
5. An original or certified copy of a birth certificate; and/or
6. An original or certified copy marriage and/or divorce decree with a notarized signature.
7. Court order, subpoena or other judicial documentation demanding access and/or documents.



**Exhibit B**  
**REQUEST FOR ACCESS TO DOCUMENTS**  
**CONTAINING SENSITIVE INFORMATION**

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

Requestor Name: (Print) \_\_\_\_\_

Relationship to Employee/City: (circle) Employee Supervisor/Manager Government Agencies  
Individual Other \_\_\_\_\_

I am requesting access to: \_\_\_\_\_  
(Documents requested)

I am requesting access to these documents for: (Check appropriate reason).

- \_\_\_\_\_ I am an employee and wish to view/have copies of my file or other documents pertaining to my personal information.
- \_\_\_\_\_ I am a former employee (or representative) and would like a copy of my file or other documents pertaining to my personal information.
- \_\_\_\_\_ I am in the direct supervisory line or appointing authority for this employee.
- \_\_\_\_\_ I am a government official and have proper documents to secure access to this file or other documents pertaining to an individual's personal information.
- \_\_\_\_\_ I am the individual who the sensitive information pertains to.

I attest that I have read the above disclosure regarding Access to Documents Containing Sensitive Information and agree to adhere to them, and that I have a legitimate business reason or right to review and/or be provided hard copies of these documents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**To Be Completed by Human Resources/Departments**

Check the appropriate action:

- \_\_\_\_\_ The identity of the above individual/employee/designated representative requesting access to these documents was verified. This information was reviewed in my presence, and I verify that no documents were altered, added, or removed from the file.
- \_\_\_\_\_ The identity of the individual/employee/designated representative requesting access and copies was verified. I made the allowable copies and submitted them to the requestor. I verify that no documents were altered, added, or removed from the file.
- \_\_\_\_\_ The identity of the individual/employee/designated representative requesting access and copies was verified. I provided the requested reports and submitted them to the requestor.

\_\_\_\_\_  
Signature of HR/Department Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Title:** Special Events Community Planning

**Date of Origin:** 120616

**Responsible Party:** All Departments

**I. Introduction:**

A wide variety of events and activities have chosen to make Saratoga Springs their home due to its natural beauty, diverse cultures, and the variety of locations available for use. Each of these events helps to contribute to the dynamic atmosphere found in Saratoga Springs.

The following pages include the City of Saratoga Springs Special Event Application and instructions. It is our goal to assist event organizers in planning safe and successful events that create minimal disruption to the communities surrounding the events.

Upon the submission of an event application you may be required to meet with the City's staff to review various aspects of your event. While many city departments joined together to make this process convenient yet comprehensive, please be aware that in some cases you may have to contact other county or state agencies to complete the required application. Doing so in a timely fashion will avoid delays in processing your application.

On behalf of the City of Saratoga Springs, we thank you for contributing to the spirit and vitality of our city. Best wishes for a successful event!

**II. Procedure:**

Any festival, parade, race, fundraiser, or other event taking place on public property and that is open to the public requires a Special Event Permit. All permit applications shall be fully completed, printed, legible and submitted to the City Clerk's Office, City Hall, 474 Broadway, Saratoga Springs, NY 12866.

***Permit applications may be filed as early as twelve (12) months prior to an event.***

***If you are submitting an application for a parade and/or walk-run-bike event, you must submit your application and ALL of the required attachments no less than NINETY (90) days prior to your event, to allow for review by the City and NYS Department of Transportation.***

***Applications for Special Events other than previously described must be submitted with all required attachments no less than SIXTY (60) days prior to your event. Event applications received after time period will not be accepted.***

***Please note that first time and larger events take more time to plan, so event applications should be turned in early for proper consideration.***

***You may not advertise for your event until your application for a Special Event is approved by the City.***

The City will only approve one event per calendar day that requires City resources. The City reserves the right to allow exceptions to this. Applications are accepted on a first-come, first-served basis for new events. The City reserves the right to dedicate particular days for annual events that have taken place for the past three (3) consecutive years. The City reserves the right to have calendar blackout dates. The City will consider event applications for days that are considered holidays for City employees, if City employees are required for the event, contingent on employee availability. Holiday events requiring City staff will be charged the holiday labor rate.

Applications for parades, walking, running, and biking events will only be considered for City-approved courses, provided that adequate resources such as law enforcement, traffic control, and public works are provided for.

Attendance of events that use any public right-of-way (street, sidewalk, etc.) must be open to the general public.

The permit process begins when you submit an Application. Acceptance of your application should in no way be construed as final approval or confirmation of your request. Events should not be advertised until the City has granted approval for the event.

City departments have the authority to deny a permit application for reasons that include, but are not limited to, the determination that:



- the application is not complete or has not met the established timelines;
- public safety is at risk;
- the proposed resources are not adequate to handle the event;
- the quality of life for surrounding communities will be unreasonably impacted;
- vehicular traffic flow will be inappropriately compromised;
- the City cannot provide the needed resources;
- elements of the event are in violation of the City of Saratoga Springs Municipal Code or Regulations, or State or Federal Laws
- the event has unpaid financial obligations to the City from previous events

Denials of event permits may be appealed in writing to the City Council.

### III. **Application Information:**

#### **Event Publicity:**

You must obtain approval of the event **PRIOR** to promoting, marketing or advertising for it. An Event Permit will not be issued until the application contains all required certificates and permissions. Advanced advertisement of an event will not influence the City's decision to approve/disapprove an event. **Any printed advertising or promotional materials must contain contact information for people who can answer questions and arrange for special accommodations in order for everyone to fully participate in the event.**

#### **Costs and Fees:**

Event Organizers have the option of providing volunteers to accomplish the following tasks or to pay the City to complete them subject to Saratoga Springs Police Department Administrative Services Division approval:

- Picking up, setting up and breaking down barricades, traffic cones, and traffic control signs, except on State highways. All traffic control equipment must be provided by the Event Organizer and approved for use by the City under this option.
- City Traffic Control Staff must place and remove No Parking Signs. Event Organizers are not permitted to perform this task.
- Monitoring barricades for traffic control during events
- Providing traffic flaggers at active road crossings. Traffic flaggers may only be used as approved by the Saratoga Springs Police Department. All persons acting as traffic flaggers shall wear an appropriate High Visibility Traffic Control Vest.

Event Organizers have the option of providing volunteers to accomplish the following tasks or to pay the City to complete them subject to Saratoga Springs Department of Public Works approval:

- Trash/recycling/compost collection and disposal.

Failure to provide the agreed upon traffic control equipment and volunteers for the dates and times committed to will result in:

- Responsibility for costs incurred by the City for substitute services
- \$200 fine for non-performance
- Possible event delay or cancelation if public safety is jeopardized

Fees for the use of City resources shall be governed by the City fees annually approved by the City Council.

Failure to break-down or clean-up per the committed timeline in application will result in the organization being financially responsible for any costs incurred by the City for substitute services as a result of the event AND a \$200 fine for non-performance of the executed application. Events with unpaid financial obligations to the City will not be considered for future events.

#### **Event Organizer and Contact Information:**

The Event Organizer is the designated individual who has been authorized to apply for the permit and to plan the event. This person must be available to work closely with the City's Department staff throughout the permitting process. During your event a contact person must be available on-site. The contact person shall provide the City with a cellular telephone

number, or pager number, or designate some other way to contact him/her during the event. The contact person is required to have full authority to act on behalf of and make decisions for, any sponsoring organization for all segments of the event. Failure to communicate and coordinate problems with City representatives on the day of the event may result in denial of future events.

#### **Street Closures:**

Residential street closures are subject to the approval of the City and County and/or NYS Department of Transportation as applicable. Any new Running race, created after July 1, 2015, that requires the use of public streets or roadways shall utilize preselected courses provided by the Saratoga Springs Department of Public Safety.

- If your event involves closing more than one street block, you are required to submit a detailed Traffic Control Plan prepared by someone with professional traffic control training, or the City can provide this service at the set rate.
- If your event involves street closures, you may be required to obtain traffic control/safety equipment such as barricades, traffic cones, signs. Though City Department's may be able to assist you, ultimately it is your responsibility to ensure proper traffic control during the full extent of your event.
- If the closure creates a potential hazard, your organization will be required to consult with the Saratoga Springs Police Department and the Traffic Control Department.
- For more than a single block closure, a map and Traffic Control Plan will be required showing the desired locations for traffic barriers, road closings, traffic detours and parking restrictions.
- If your event requires someone to direct traffic in the streets, you may be required to hire someone who has professional traffic control training to complete this task.
- Event Coordinator shall notify affected residents of upcoming event at least one week prior to event date, once they receive approval from City.

#### **Parking Plan, Shuttle Plan and Public Notice:**

You may be required to provide advisory and/or directional signage prior to the event if your event impacts a major-use roadway. Advisory signs are intended to provide advance notice to the public of the scheduled closure.

If an event involves closing a street that contains reserved accessible parking for more than two (2) hours, the organizer will be required to work with the City to provide temporary reserved accessible parking spaces outside the closed venue area. One space will be required for each existing parking space displaced. In some situations when sufficient parking is not available, the event organizer may be required to provide a shuttle plan. The shuttle plan presented must include accommodations for people with disabilities.

You may be required to implement mitigation measures for negative consequences imposed upon others by your event, such as street closures. Mitigation measures may include hand-delivering notices to affected residents, businesses, and churches; placing an advertisement in local newspapers; posting flyers in business windows; or distributing a local news release including printed, radio and television media. Notices must reflect the date(s), day(s), time(s), location(s) and types of activities taking place during your event. The notice must give detour or alternate route information if normal access is affected or if transportation systems are impacted.

#### **Amplified Sound and Other Noise Sources:**

It shall be unlawful for any person to make any unreasonable noise within the boundaries of the City of Saratoga Springs. For purposes of this chapter, "unreasonable noise" shall mean any noise which is of such character that a reasonable person of normal sensitivities would not tolerate it under the circumstances, or is detrimental to the life or welfare of any individual, or causes a risk of public inconvenience or alarm. Please see Chapter 148 of the City Code for instructions. All efforts must be made to comply with this Code.

Approval of amplified sound or other noise sources is conditional upon the sound remaining at a reasonable level throughout the duration of the event. Complaints about unreasonable sound levels may result in a request to reduce the volume level and/or an order to immediately remove the sound source.

#### **Use of Electricity, Alternate Power Sources and Pyrotechnics:**

Use of city electric sources may be available at some facilities at a pre-determined cost. Your application must include information about the power sources you will be using during your event. The City may require that a licensed electrician be available during the event to ensure safe equipment connections. Planned uses of generators, special lighting,

fireworks or pyrotechnics shall require a thorough review by the Saratoga Springs Fire Department and may require separate permits.

#### **Food Concessions and Their Preparations:**

Guidelines for food concessions and preparation are governed by the New York State Department of Health. You can contact them at (518) 793-3893. These guidelines give details on how your organization manages food handling, preparation and distribution in the most responsible and legal manner. If food or beverages are sold or given away during special events, a New York State Department of Health Permit is required by each vendor serving food. All vendors are required to submit copies of their Health Permits to the Event Organizer and to the City. The Event Organizer is responsible for providing this information to the City. In addition, permits are required for vendors that use tents and/or canopies. The Saratoga Springs Fire Department may require an inspection at your cost before and/or during the event. The NYS Fire Code will be strictly enforced.

#### **Concessions:**

The Event Permit requires the Event Organizer to exercise exclusive control and regulation over any concessionaires present at the event. You will be expected to provide a plan for such concessionaires including loading and unloading of equipment and products, security, fire lane and fire code compliance, evacuation plans in case of emergencies, trash and grease clean-up and disposal.

**Alcohol:** *No alcohol shall be consumed or sold in City parks or on public grounds and streets per Chapter 61-1 of the City Code.*

#### **Tents and Temporary Structures:**

Tents and canopies larger than 400 square feet, and temporary structures require an additional permit per Section 2403 Temporary Tents, Canopies and Membrane Structures of the ICC Code from the Accounts Department City Clerk's Office. You can contact them at (518) 587-3550 x 2548. You must contact the Department of Public Works (518) 587-3550 x 2561, to identify locations where tents can be placed within City parks. Prior approval is required to have tents and structures placed on city property prior to the event date and removed after the event date. All tents and other objects that require staking in the ground are subject to and will adhere to Dig Safely New York regulations. Tents are to be kept back to curbs for Emergency vehicles.

#### **Crowd Control and Security:**

Event organizers are required to provide a safe and secure environment for their event. This is accomplished through sound pre-planning and by anticipating potential problems and concerns. The size, type, location, and time of the event, as well as event activities, are all areas that need to be analyzed in depth. The Police Department will assess the level of security required for the event. On the occasion that a private security company is authorized by the City to provide security for an event, all security companies hired to work an event must be licensed, bonded, and insured and proof must be submitted to the City before a permit application will be approved. Security companies must submit a written communication plan describing how communications will be handled between them, the Event Organizer and the Saratoga Springs Police Department during the event. The City reserves the right to deny an application based on inadequate security plans or the selection of a security company that has not worked cooperatively with the City in the past.

#### **Event Accessibility Plan:**

"Accessible" describes a site, building, facility or portion thereof that can be approached, entered and used by all people. It is the Applicant's responsibility to comply with all city, county, state and federal accessibility requirements that are applicable to the event. All indoor and outdoor sites for events must be accessible to persons with disabilities. If a portion of the area is inaccessible, an alternate area must be provided with the same activities that are in the inaccessible area. The alternate site cannot, however, be offered only to patrons with disabilities. Accessibility requirements shall include parking, restrooms, clear paths of travel, transportation, accessible vendors and booths. If all areas are not accessible, a map or program must be provided to attendees, indicating the accessible restrooms, parking, and other facilities and venues.

#### **Emergency Evacuations and Cancellation of Event:**

The City reserves the right to suspend your activities and announce the need to clear the area for emergency vehicles and personnel in the event of a natural or man-made emergency or severe weather during your event. Event Organizers shall assist emergency personnel in evacuating employees, volunteers, entertainers, and the general public from the

area. A contingency plan shall be prepared in case the event needs to be canceled, postponed, or relocated due to public safety concerns including adverse weather conditions.

**Anti-Discrimination and Equal Opportunity Obligations:**

In accordance with City laws the sponsoring organization will not discriminate against any employee, applicant for employment, sub-contractor, supplier of materials or services, or program participant because of actual or perceived: age, creed, color, disability, ethnicity, familial status, gender, height, immigration or citizenship status, marital status, national origin, race, religion, sexual orientation, socio-economic status, or weight.

**Insurance Requirements:**

The City of Saratoga Springs requires a Certificate of Insurance naming the City as an additional insured on a primary and non-contributory basis for the event to be held for commercial general liability insurance, including personal injury liability insurance, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. Proof of One Million Dollars commercial auto insurance must be provided if any vehicles will be included as part of this application and event. Proof of NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance or waiver of same from the NYS Workers Compensation Bureau is required per NYS Law. 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. Please provide the required Certificate of Insurance with your application.

**City Waiver:**

Anyone participating in your bike-walk-run race must execute the City's waiver agreement. A copy of the City's required waiver is included with this application package. The executed waivers must be presented to the City Clerk's Office in a DIGITAL FORMAT within ONE WEEK of the completion of the event being held.

**Anticipated Attendance Over 5,000 People:**

***If your event's participants and attendance is expected to be FIVE THOUSAND (5,000) or more, you must apply and provide the following permits from the New York State Government prior to submitting an Special Events Application with the City. This application is the NYS Department Of Health Part 18 Public Gathering Permit. Please provide a Public Gathering Permit issued by the NYS Department of Health for any event whose participants and attendance is expected to be 5,000 individuals or greater. Website Address is: <http://www.health.ny.gov/professionals/ems/emsforms.htm>***

## **Volunteer Assumption of Risk and Waiver/Release For Injuries, Damages and Claims For Races**

**Name of the Speed Contest:** \_\_\_\_\_

I hereby acknowledge that my provision of volunteer services for the \_\_\_\_\_ carries with it the potential for death, serious injury and/or property loss. I hereby expressly assume all risk of injury and damage and release the State of New York, New York State Department of Transportation, the \_\_\_\_\_, and the City of Saratoga Springs, NY from all liability and claims of whatever nature or cause which may occur as a result of the provision of my volunteer services for the \_\_\_\_\_. I further acknowledge that "No person or entity shall have the right to bring an action against the State, \_\_\_\_\_ and the City of Saratoga Springs, NY or any person employed by the State, \_\_\_\_\_ or the City of Saratoga Springs, NY who was acting within the scope of his authority, for damages resulting from or in connection with any such race, contest or exhibitions."

\_\_\_\_\_  
Printed Name of Participant/Contestant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Participant/Contestant

\_\_\_\_\_  
Date

**If participant/contestant is a minor, (less than 18 years of age), parent or legal guardian must also sign:**

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Relationship to Participant/Contestant

\_\_\_\_\_  
Signature of Parent/Legal Guardian



**Participant Agreement, Indemnification and Risk Acknowledgement**

In consideration of the services of the City of Saratoga Springs and its agents, officers, participants, consultants, employees and all persons or entities in any capacity on their behalf ("The City"), and in consideration of my participating in the \_\_\_\_\_ event sponsored by \_\_\_\_\_ ("\_\_\_\_\_"), I now agree to release and discharge **The City and \_\_\_\_\_**, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I hereby acknowledge that \_\_\_\_\_ entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to me, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.  
THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO:
  - (1) Nature of the activity
  - (2) Latent or apparent defects or conditions in equipment or property supplied by **The City or \_\_\_\_\_**
  - (3) Use of property by myself, others or equipment supplied by **The City or \_\_\_\_\_**, or other persons or entity
  - (4) Acts of other participants in this activity, employees or agents of **The City or \_\_\_\_\_**
  - (5) My own physical condition or acts or omissions
  - (6) Conditions of **The City** facility, surrounding grounds or terrain and accidents connected with their use
  - (7) First Aid emergency treatment or other services
2. I expressly agree and promise to accept and assume all risks associated with this activity. My participating in this activity is purely voluntary and I elect to participate in spite of these risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The City and \_\_\_\_\_, from any and all claims, demands, or causes of action which are in any way associated with this activity or my use of City equipment or facilities, including any such claims which allege negligent acts or omissions of The City or \_\_\_\_\_.
4. Should The City or \_\_\_\_\_ or anyone acting on their behalf incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless The City and \_\_\_\_\_ or any such person from all such fees and costs.
5. I hereby state that I will bear the cost of any injury or damage that I may cause or suffer while participating.
6. I further certify that I have no medical or physical conditions which would or could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during my participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against **The City or \_\_\_\_\_**, on the basis of any such claim or claims from which I have released them herein. I have had sufficient opportunity to read this entire document. **I certify that I am 18 years of age or older and that I have read and understood it and agree to be bound by its terms and conditions.**

**Signature of Participant:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Emergency Contact/Tel. No.:** \_\_\_\_\_

**In the event the volunteer participant is under the age of eighteen (18) years of age, the underage volunteer's parent or guardian must execute the following:**

In signing this agreement, you acknowledge that you fully understand there are inherent risks and dangers associated with your and/or your child's participation in \_\_\_\_\_. You also understand and acknowledge your and/or your child's participation in these activities and use of any City facility and/or City equipment related to such activities may result in injury, illness or death and damage to personal property. You understand other participants, accidents, forces of nature or other causes outside of the control of the City or \_\_\_\_\_ may cause these risks and dangers and you hereby accept those risks for yourself and your child(ren). You agree to indemnify and save harmless the City and \_\_\_\_\_ from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of your and/or your child's participation in \_\_\_\_\_ provided that any such claim, damage, loss or expense is not directly 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 the City or \_\_\_\_\_, their agents or employees.

**Parent/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Parent/Guardian Printed Name** \_\_\_\_\_

**Title:**                               **Workplace Violence Panic Button Protocol**

**Date of Origin:**                       **011708**

**Responsible Party:**     **Risk and Safety and Police Department**

**I.       Policy:**

The City has invested Capital Budget monies in panic button technology in several key locations within City owned/maintained buildings in support of the City's Workplace Violence Prevention Program. Protocols associated with the use of installed panic buttons will vary with location depending if the location is within the confines of City Hall which are cellular or in offsite remote locations requiring dial up. The protocol as presented identifies the steps needed to regularly maintain the technology in use. The City's Police Department shall control and monitor the City's Panic Button Security System as part of its ongoing law enforcement protection programming.

**II.       Protocol:**

1. Any department or individual requesting the installation of a panic button shall make a formal written request to the Office of Risk and Safety. Risk and Safety shall forward the request for panic button technology to Police Department personnel assigned to the task of reviewing the request and conducting a security assessment of the location requesting the technology.
2. The Police Department and Director of Risk and Safety will discuss the security assessment with the requestor and collectively decide the best use of technology available.
3. Each panic button installed shall be tested on the first Wednesday of each month between the hours of 9AM and 12PM under the express direction and in coordination with Police Department Communications Personnel. It will be the responsibility of each individual assigned a panic button to initiate the activation when asked to do so according to the schedule provided.
4. Each Commissioner and the Mayor shall be responsible for ensuring employees within their control regularly manage the technology governed by this policy.
5. The Police Department shall maintain an up-to-date list of all panic button locations located within City Hall. The written list will be kept in the Police Department Communications Center.
6. There shall be an annual review of the panic button technology as to its effectiveness, costs of expansion, and costs of maintenance.



**Title:** Workplace Violence Prevention Program

**Date of Origin:** 020607

**Responsible Party:** Human Resources, Risk and Safety and All Departments

**I. Policy:**

The City of Saratoga Springs is dedicated to the security, safety and overall well being for all of our employees. The City's goal is to invest, as best we can, in the safety and security of our workplace so we can provide our employees with the environment they need to be productive for our constituents.

All incidents pertaining to "employee to employee" issues regarding perceived or alleged workplace harassment shall be reported to the Human Resource Administrator or Department Head in accordance with the City's Employee Policy and Procedures Manual. A copy of each complaint shall be given to the City Attorney and the Director of Risk and Safety.

Conduct that constitutes violence will not be tolerated from any City employee. Instances involving assault, criminal conduct or any other tortuous conduct by a City employee will be dealt with in accordance with the law and previously established City policies.

**II. Definition:**

Workplace violence is any physical assault, threatening behavior, or verbal abuse occurring in the workplace and can be directed at or engaged in by co-workers, strangers, customers, or personal relations. The National Institute for Occupational Safety & Health (NIOSH) defines workplace violence as "violent acts (including physical assaults and threats of assaults) directed toward persons at work or on duty." A workplace is defined as any location either permanent or temporary where an employee performs any work related duty.

**III. Risk Areas:**

While workplace violence can occur in any workplace setting, examples of employment situations that may pose a higher risk(s) include:

- Contact with the public
- Duties that involve the exchange of money
- Delivery of passengers, goods or services
- Duties that involve mobile workplace assignments
- Working with unstable or volatile persons in healthcare, social service or criminal justice settings
- Working alone or in small numbers
- Working late at night or during early morning hours
- Working in high crime areas
- Duties that involve guarding valuable property or possessions
- Working in community based settings
- Working in areas with previously identified security problems
- Uncontrolled access to the workplace

**IV. Program Requirements:**

The NYS DOL Law requires public employers to perform a risk evaluation of their workplace to:

- determine the presence of factors or situations that might place employees at risk from occupational assaults and homicides;
- prepare a workplace violence prevention program; and
- inform and train employees on the requirements of the NYS DOL Law and the workplace risk factors that were identified.

Public employers with a combined total of 20 or more full-time permanent employees shall develop and implement a written workplace violence prevention program and provide employee training on workplace prevention measures and other information contained within the employers written program. Such employers shall also inform employees of the location and availability of the written workplace violence prevention program. Employee workplace violence prevention training will be provided at the time of job assignment and annually thereafter.

The written workplace violence program will be proactive, capable of assessing potential threats before they occur, and capable of responding to actual incidents immediately

1. The Director of Risk and Safety in cooperation with and on behalf of the City Safety Committee shall conduct workplace risk evaluations on an annual basis per New York State Department of Labor (DOL) Public Employee Health and Safety regulations (PESH) to:
  - determine the presence of factors or situations that might place employees at risk from occupational assaults and homicides;
  - prepare and annually review a Workplace Violence Prevention Program; and
  - inform and train employees on the requirements of the NYS DOL PESH Law and the workplace risk factors that were identified.
2. Issues involving worksite safety shall be reported to the Director of Risk and Safety.
3. The Director of Risk and Safety shall provide employee workplace violence prevention training at the time of job assignment and annually thereafter.
4. The City's Workplace Violence Prevention Program shall be proactive, capable of both assessing potential threats before they occur, and responding to incidents.

**V. Risk Factors Identified:**

The City of Saratoga Springs recognizes the dynamics of the provisions of public service to the community at large. It adopts the issues identified by the NYS Department of Labor Safety and Health Division. Additional issues identified will be addressed on an ongoing basis at Safety Committee with recommendations made to departments and City Council on a periodic basis. Opportunities for Improvement and proposed solutions will be periodically reported to City Council as needed. Preliminary issues identified include:

- Duties that involve the exchange of money:
  - Mayor's Department:
    - Building and Zoning
    - Civil Service
    - Community Development
    - Human Resources
    - Planning and Economic Development
  - Finance Department:
    - Tax Collections
    - Petty Cash
  - Accounts Department:
    - City Clerk
  - Public Safety:
    - Parking
  - Public Works Collections:
    - Engineering
    - Utility
    - Compost
    - Street Openings
    - Carousel Collections
  - Recreation Department Collections
- Delivery of passengers, goods or services:
  - Mayor's Department
    - Building and Zoning
    - Community Development
    - Planning and Economic Development
  - Finance Department
  - Accounts Department
  - Public Safety
    - Code Enforcement
    - Fire
    - Parking Enforcement
    - Police
  - Public Works
    - Building and Grounds

- Engineering
  - Utilities
  - Water and Sewer
- Recreation
- Duties that involve mobile workplace assignments:
  - Accounts
  - Public Safety
    - Police
    - Fire
    - Parking Enforcement
  - Public Works
    - Building and Grounds
    - Engineering
    - Streets
    - Water and Sewer
    - Utilities
  - Recreation
- Working with unstable or volatile persons in healthcare, social service or criminal justice settings:
  - Mayor's Department
  - Finance Department
  - Public Safety
  - Public Works
  - Recreation
  - Risk and Safety
- Working alone or in small numbers:
  - Mayor's Department
  - Finance Department
  - Accounts Department
    - Risk and Safety
  - Public Safety
  - Public Works
    - Carousel/Canfield Casino
    - Dispatch
    - Engineering
  - Recreation
- Working late at night or during early morning hours:
  - Police
  - Fire
  - Canfield Casino
  - Public Works
- Working in high crime areas
- Duties that involve guarding valuable property or possessions:
  - Mayor's Department
  - Finance Department
  - Accounts Department
  - Public Safety Administration
  - Public Works Administration
    - Congress Park
    - Canfield Casino/Carousel
  - Recreation
- Working in community based settings
  - Mayor's Department
  - Finance Department
  - Accounts Department
  - Public Safety
  - Public Works
  - Recreation

- Working in areas of previously identified security problems:
  - Mayor's Department
  - Finance Department
  - Accounts Department
  - Public Safety Administration
  - Public Works Administration
  - Recreation
- Unidentified persons in the Workplace

#### **VI. Methods of Workplace Violence Prevention:**

As they pertain to this policy, the City of Saratoga Springs shall address issues involving workplace safety as follows:

##### **1. City Owned and/or Maintained Property:**

City owned buildings shall be secured using the following protocols:

- Doors should never be propped open. Locations having money and/or secure information shall be kept locked and separate from general entry.
- Security card entry systems have been installed within City Hall and the Recreation Center to limit access to secured areas.
- Concealed weapons are strictly prohibited in/on all City owned and maintained buildings/properties. City law enforcement officials shall be exempt from this provision.
- Security cameras have been installed with a direct feed to the Police Department for City owned buildings identified as being at high risk when possible.

##### **2. Identification Cards:**

- Employees shall be issued an identification card by the Human Resource Administrator and shall be required to display the identification card with a current color picture visible on the front side of the badge itself along with the City seal and employee name.
- City issued identification cards must be worn at all times within the workplace. Identification cards should also be carried at all times by employees who work outside of the traditional workplace setting, i.e. police, fire, and public works.
- Whenever an employee's appearance changes substantially; i.e., shaved head, growth of beard, sex change or gender modification, change in hair color, or appearance altering plastic surgery, the identification card picture should be updated.
- All City identification cards shall be issued upon employment and rescinded upon separation without exception by the Human Resource Administrator.
- The City's Police Department shall own, control and maintain the Identification Card Program technology.

##### **3. Bomb Threat Protocol:** The City has adopted the Federal Bureau of Investigation's protocols for Bomb Threats.

##### **4. Security Cameras:** The City shall install and maintain security systems to protect City owned buildings, properties, and the employees who work within them. Security camera systems will send video feed to the City's Police Department whenever possible. For ancillary worksites where a direct connection to the City's Police Department is not possible, steps will be taken to record and save the video feed for police use. The Office of Risk and Safety in partnership with the Safety Committee shall be responsible for the installation and management of all fire and security systems for City buildings and properties controlled by the Department of Public Works.

##### **5. Panic Buttons:**

Homeland Security studies have identified the need for panic buttons in various locations throughout the City Hall workplace. Risk assessments will occur on an annual basis to quantitatively measure the ongoing need for panic button installation within individual department and in other City buildings undergoing similar studies.

Department heads will be consulted to determine how the Workplace Violence Prevention Program may best meet the needs of the employees working within that department on both an initial and ongoing basis. If there is a quantitative determination made that panic buttons are needed within a particular City owned and/or maintained location, the Safety Committee shall make the determination as to how best accommodate the request. Risk and Safety will act as the Safety Committee's liaison to the placement and installation of the panic buttons with feedback

to the Safety Committee on its progress and management. Panic Button Technology within City Hall and other pertinent City owned locations shall be mutually owned and maintained by the Police Department and the Office Risk and Safety Office.

**VII. Reporting Incidents of Workplace Violence:**

1. All incidents of workplace violence within any City department shall be reported to the Human Resource Administrator on the City's **Workplace Violence Incident Report**.
2. The Human Resource Administrator shall provide the City Attorney and the Director of Risk and Safety with a copy of the complaint filed with twenty four (24) hours of its receipt and shall work together with the Director of Risk and Safety and the City Attorney to investigate each alleged incident of workplace violence.
3. The City of Saratoga Springs Police Department shall be immediately contacted if any such incident involves an immediate threat to the safety and welfare of the general employee population. The Police Department will then assume control of the incident and any ensuing investigation.
4. Opportunities for workplace site health and safety improvements identified by the Police Department shall be immediately provided to the Director of Risk and Safety for further action in accordance with this program.
5. Upon completion of the workplace violence investigation, a copy of the completed workplace violence investigation shall be provided to the Department Head.
6. The Human Resource Administrator shall work with the Department Head on any employee disciplinary issues resulting from the investigation.
7. The Director of Risk and Safety shall report any identified workplace violence site safety issue(s) and recommend solutions for remediation to the Department Head.
8. The Director of Risk and Safety shall report such site safety issues to the Safety Committee. The Committee shall work to develop the appropriate safety prevention and control strategies and solutions.
9. The Safety Committee will assist the appropriate Department Head with Workplace Violence Prevention Program initiatives and identify any trends that may pose a liability or financial risk to the City of Saratoga Springs.

## BOMB THREAT PROCEDURES

*This quick reference checklist is designed to help employees and decision makers of commercial facilities, schools, etc. respond to a bomb threat in an orderly and controlled manner with the first responders and other stakeholders.*

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

If a bomb threat is received by phone:

1. Remain calm. Keep the caller on the line for as long as possible, DO NOT HANG UP, even if the caller does.
2. Listen carefully. Be polite and show interest.
3. Try to keep the caller talking to learn more information.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
5. If your phone has a display, copy the number and/or letters on the window display.
6. Complete the Bomb Threat Checklist immediately. Write down as much detail as you can remember. Try to get exact words.
7. Immediately upon termination of call, DO NOT HANG UP, but from a different phone, contact authorities immediately with information and await instructions.

If a bomb threat is received by handwritten note:

- Call \_\_\_\_\_
- Handle note as minimally as possible.

If a bomb threat is received by e-mail:

- Call \_\_\_\_\_
- Do not delete the message.

Signs of a suspicious package:

- No return address
- Excessive postage
- Stains
- Strange odor
- Strange sounds
- Unexpected delivery
- Poorly handwritten
- Misspelled words
- Incorrect titles
- Foreign postage
- Restrictive notes

**\* Refer to your local bomb threat emergency response plan for evacuation criteria**

**DO NOT:**

- Use two-way radios or cellular phone. Radio signals have the potential to detonate a bomb.
- Touch or move a suspicious package.

### WHO TO CONTACT (Select One)

- 911
- Follow your local guidelines

For more information about this form contact the DHS Office for Bombing Prevention at [OBP@dhs.gov](mailto:OBP@dhs.gov)



**Homeland Security**

2014

## BOMB THREAT CHECKLIST

DATE:

TIME:

TIME CALLER  
HUNG UP:

PHONE NUMBER WHERE  
CALL RECEIVED:

### Ask Caller:

• Where is the bomb located?  
(building, floor, room, etc.)

• When will it go off?

• What does it look like?

• What kind of bomb is it?

• What will make it explode?

• Did you place the bomb? Yes No

• Why?

• What is your name?

### Exact Words of Threat:

### Information About Caller:

• Where is the caller located? (background/level of noise)

• Estimated age:

• Is voice familiar? If so, who does it sound like?

• Other points:

Caller's Voice	Background Sounds	Threat Language
<input type="checkbox"/> Female	<input type="checkbox"/> Animal noises	<input type="checkbox"/> Incoherent
<input type="checkbox"/> Male	<input type="checkbox"/> House noises	<input type="checkbox"/> Message read
<input type="checkbox"/> Accent	<input type="checkbox"/> Kitchen noises	<input type="checkbox"/> Taped message
<input type="checkbox"/> Angry	<input type="checkbox"/> Street noises	<input type="checkbox"/> Irrational
<input type="checkbox"/> Calm	<input type="checkbox"/> Booth	<input type="checkbox"/> Profane
<input type="checkbox"/> Clearing throat	<input type="checkbox"/> PA system	<input type="checkbox"/> Well-spoken
<input type="checkbox"/> Coughing	<input type="checkbox"/> Conversation	
<input type="checkbox"/> Crackling voice	<input type="checkbox"/> Music	
<input type="checkbox"/> Crying	<input type="checkbox"/> Motor	
<input type="checkbox"/> Deep	<input type="checkbox"/> Clear	
<input type="checkbox"/> Deep breathing	<input type="checkbox"/> Static	
<input type="checkbox"/> Disguised	<input type="checkbox"/> Office machinery	
<input type="checkbox"/> Distinct	<input type="checkbox"/> Factory machinery	
<input type="checkbox"/> Excited	<input type="checkbox"/> Local	
<input type="checkbox"/> Laughter	<input type="checkbox"/> Long Distance	
<input type="checkbox"/> Lisp		
<input type="checkbox"/> Loud		
<input type="checkbox"/> Nasal		
<input type="checkbox"/> Normal		
<input type="checkbox"/> Ragged		
<input type="checkbox"/> Rapid		
<input type="checkbox"/> Raspy		
<input type="checkbox"/> Slow		
<input type="checkbox"/> Stuttered		
<input type="checkbox"/> Soft		
<input type="checkbox"/> Stutter		

Other information:



**City of Saratoga Springs, NY  
Workplace Violence Incident Report**

**(Note: Please submit the completed form to the Human Resource Administrator, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY and a copy to the Director of Risk and Safety)**

Affected Party(s): \_\_\_\_\_  
Supervisor: \_\_\_\_\_ Depart/Phone Ext. \_\_\_\_\_

Incident Information:  
Date of Incident: \_\_\_\_\_ Time of Incident: \_\_\_\_\_  
Location of Incident (be specific): \_\_\_\_\_

Description of Incident: (Narrative)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has this or a similar incident ever happened to you before? If so, please explain.

\_\_\_\_\_  
\_\_\_\_\_

If you incurred any injury whatsoever, (physical-emotional) please describe the injury, in detail, and the location of any treatment received.

\_\_\_\_\_  
\_\_\_\_\_

List all witnesses of the incident:

Name: \_\_\_\_\_ Department: \_\_\_\_\_  
Contact Number: \_\_\_\_\_ Cell No.: \_\_\_\_\_

Was a weapon involved? If so, specify type and to what extent:

\_\_\_\_\_

Aggressor Information:

Name: \_\_\_\_\_ Department: *(if an employee)* \_\_\_\_\_  
Supervisor/Phone Number: *(if an employee)* \_\_\_\_\_  
Relationship to aggressor: *(if stranger, indicated relationship, if any)* \_\_\_\_\_  
Had anything occurred in the past to make you feel that this would happen? If so, please explain.

\_\_\_\_\_  
\_\_\_\_\_

Home address/vehicle information: *(if not an employee)*

\_\_\_\_\_

As you see it, does something need to be done to avoid such an incident from happening again? If so, explain. \_\_\_\_\_

Report Completed by/Date

Title

Reviewed/Approved by/Date

Title



# FINAL

## CITY OF SARATOGA SPRINGS SUMMARY OF REFUNDING RESULTS (UNINSURED "AA+"); (BQ); (CALLABLE)

Refunding of 2008 GO Bonds (08/15/2019 - 2038)  
Refunding of 2009 GO Bonds (09/15/2019 - 2039)  
Refunding of 2010 GO Bonds (07/01/2019 - 2037)

**Dated/Delivery Date:** **6/18/2018**

Refunding Par Amount	6,260,000
Bond Arbitrage Yield	2.949927%
Escrow Yield	1.743980%
Refunded Bonds Par Amount	6,460,000
Average Coupon of Refunded Bonds	4.795719%

Net PV Savings	965,345.42
Percentage of PV Savings	14.943428%

Aggregate Budgetary Savings	1,313,305.06
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Annual Budgetary Savings (12/31)

Fiscal Year 2018	60,707.40
Fiscal Year 2019	60,343.76
Fiscal Year 2020	62,067.26
Fiscal Year 2021	60,690.76
Fiscal Year 2022	59,243.26
Fiscal Year 2023	59,795.76
Fiscal Year 2024	60,585.76
Fiscal Year 2025	63,504.76
Fiscal Year 2026	66,111.26
Fiscal Year 2027	66,046.76
Fiscal Year 2028	66,019.76
Fiscal Year 2029	61,021.76
Fiscal Year 2030	61,273.76
Fiscal Year 2031	56,592.26
Fiscal Year 2032	62,852.26
Fiscal Year 2033	68,612.26
Fiscal Year 2034	63,751.26
Fiscal Year 2035	63,684.00
Fiscal Year 2036	63,177.00
Fiscal Year 2037	60,299.00
Fiscal Year 2038	55,725.00
Fiscal Year 2039	11,200.00

**ROOSEVELT & CROSS**

**\*\* Conditional call notice required to refund the 2010 bonds on 7/1/2018 \*\***

SAD Donations Wayfinding  
05/15/18 City Council Meeting

340.00	SALT AND CHAR	3/19/2018 CK	50943
340.00	ADELPHI HOTEL	3/19/2018 CK	100567
190.00	IRUN LOCAL	5/3/2018 CK	939
90.00	TANGLES HAIR TECH	5/3/2018 CK	8690
140.00	CREATE COMMUNITY STUDIOS	5/3/2018 CK	1044
490.00	SPERRY'S RESTAURANT	5/3/2018 CK	8832
440.00	BODY WORK PROFESSIONALS	5/3/2018 CK	3283
<u>2,030.00</u>			

**ENERGY IMPROVEMENT CORPORATION**  
**MUNICIPAL AGREEMENT**

This Agreement made as of this **3rd** day of April, 2018 (the “Agreement”), by and between the City of Saratoga Springs (the “Municipality”) and the Energy Improvement Corporation (“EIC”) (both the Municipality and EIC may hereinafter be referred to individually as a “Party” and collectively as the “Parties”), sets forth the duties and obligations of each Party in connection with the Municipality’s participation in the Energize NY Benefit Finance Program (the “Program”).

WHEREAS, EIC is a local development corporation duly formed under Section 1411 of the Not-For-Profit Corporation Law of the State of New York, for the purpose of promoting, facilitating and financing energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems (as such terms are defined in Section 119-ff of the General Municipal Law of the State of New York) (collectively, the “Energy Improvements”) on properties within its Participating Municipalities (as defined below), thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government; and

WHEREAS, Participating Municipalities are those municipalities within the State of New York that have: (1) established by local law, pursuant to Municipal Home Rule Law and Article 5-L of the General Municipal Law of the State of New York, a sustainable energy loan program for the provision of financing to the owners of real property located within the Participating Municipality for Energy Improvements, (2) by virtue of signing this Agreement with EIC and pursuant to Article 5-G of the New York State General Municipal Law, authorizes EIC to act on behalf of the Participating Municipality and other Participating Municipalities to carry out the Program through which, among other things, financing is provided to property owners within such Participating Municipality, and (3) satisfied the minimum criteria established by EIC to admit new Participating Municipalities; and

WHEREAS, the Municipality adopted Local Law \_#2 of 2018\_ on \_March 6, 2018, pursuant to Article 5-L of the General Municipal Law of the State of New York, which Local Law also authorized EIC to act on its behalf in carrying out its Program;

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Duties of EIC

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

- a) The development of finance products for the financing of Energy Improvements (each a “Product”) that will further the purposes of the local laws adopted by the Participating Municipalities and of EIC, which Products shall be submitted to the governing Board of EIC for its consideration and review.
- b) The establishment of one or more Products that, among other things, provide financing to property owners within such Participating Municipality in order to promote, facilitate and finance energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems. EIC has currently established two Products, the Energize NY PACE Finance 1.0 (ENY PACE 1.0) and the Energize NY PACE Finance 2.0 (ENY PACE 2.0), which are described in Attachments 1 and 2.
- c) Receive and review applications submitted by property owners within the Municipality for financing of Energy Improvements (“Property Owner(s)”), and the approval or disapproval of such applications in accordance with underwriting procedures and requirements established by EIC.
- d) Review the applications, energy assessments and scopes of work prepared for and by the Property Owners to establish the amount of each financing to be approved pursuant to the requirements of the Products. The governing Board of EIC reserves the right to reject an application for financing for any reason.
- e) Execute finance agreements (the “Energize NY Finance Agreements” or “Finance Agreements”) by and between EIC (on behalf of the Municipality) and the Property Owners for financing of Energy Improvements. The Finance Agreements shall set forth the terms and conditions for the disbursement and repayment of financing and the duties and obligations of each Property Owner and EIC with respect to the acquisition, construction and installation of Energy Improvements. Upon execution of the Finance Agreement by the Property Owner and EIC, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property.” Copies of all executed Finance Agreements for all Benefited Properties within the Municipality shall be provided to the Municipality by EIC.
- f) Receive and review the certificates of completion submitted by the Property Owners of Benefited Properties (or the contractor hired by the owner of a Benefited Property) during or following installation or construction of Energy Improvements on such Benefited Property, and disburse funds to the Property Owner of the Benefited Property or his/her/its agent upon approval of such certificates in accordance with the terms of the Finance Agreement and the applicable Product.

- g) Deliver to the Municipality an annual report (the “Annual Report”) three months prior to when municipal taxes are due which shall contain information related to each Benefited Property within the Municipality through the end of the immediately preceding calendar year, including:
- i. A list of each newly approved Benefited Property for which the Property Owner or previous Property Owner of the Benefited Property executed a Finance Agreement within the annual time period covered by such report (for which a charge shall be added by the Municipality to its tax rolls in accordance with Paragraph 2b below). All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
  - ii. A list of each existing Benefited Property for which the Property Owner or previous Property Owner of such Benefited Property executed a Finance Agreement. All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
  - iii. A list of each Benefited Property within the Municipality where all obligations under the Finance Agreement have been satisfied or paid in full during the calendar year including the satisfaction date and a copy of the notice of satisfaction;
  - iv. For each Benefited Property (including each newly approved Benefited Property) for which payments remain due under the Financing Agreement:
    - a. the date of the Finance Agreement,
    - b. the original principal amount of the financing,
    - c. the total principal balance and accrued interest outstanding, and
    - d. the annual payment due to EIC (which shall include principal and accrued interest) associated with such Benefited Property.
  - v. the total annual payment due to EIC from all Benefited Properties in the Municipality (which shall include principal and accrued interest), which amount shall be paid by the Municipality within thirty (30) days of the date upon which payment is due to be made to the Municipality as payment of the municipal tax bill in accordance with Paragraph 2(c) and the balance of any delinquent charge payment reported by the Municipality during the term of the Financing Agreement pursuant to Paragraph 2(d) and;
  - vi. All other information EIC may deem to be relevant to each Benefited Property within the Municipality.

- h) Create accounts (the “EIC Trust Accounts”) to be held by a trustee under the applicable trust indenture authorized by EIC for the purpose of accepting payments from the Municipality made in accordance with Paragraph 2(c) below, and create a separate account (the “EIC Program Administration Fund Account”) to receive the transfer of those funds deposited within the EIC Trust Accounts that constitute payment of EIC administrative fees;
- i) Provide customer service by telephone to the Municipality during the hours of 9:00 a.m. through 5:00 p.m. Monday through Friday, Eastern Standard Time, excluding state and federal holidays;
- j) Upon EIC’s receipt of payment in full under a particular Finance Agreement, send a letter of satisfaction by email to the Municipality notifying it that such Property Owner or subsequent owner of the Benefited Property has satisfied his/her/its obligations under the terms of the Finance Agreement;

## 2. Duties of the Municipality

It is understood by the Parties that the Municipality will be responsible for the performance of the following duties:

- a) Maintain copies received from EIC of each Finance Agreement for a Benefited Property throughout the term of the Finance Agreement relating to such Benefited Property, which shall be maintained until all obligations of the owner of such Benefited Property that are set forth in the Finance Agreement have been satisfied.
- b) Within thirty (30) days of receipt of the Annual Report, add a charge to its tax rolls for each newly approved Benefited Property listed therein, and include such charge in the next ensuing tax levy so that such charge shall be included on and due in the same manner and at the same time and in the same installments as the municipal taxes on real property are due within the Municipality and shall become delinquent at the same times, shall bear the same penalties and interest after delinquency, and shall be subject to the same provisions for redemption and sale as the general municipal taxes on real property of the Municipality.
- c) Within thirty (30) days of the date payment of municipal taxes is due to be made to the City of Saratoga Springs, including the charge pursuant to a Finance Agreement, remit payment to the EIC Trust Accounts in the amount equaling the total annual payments due to EIC from each Benefited Property within the Municipality, regardless of whether the Municipality actually has received such payments from the owner of the Benefited Property. Failure by the Municipality to deliver payments to EIC shall be considered an event of default hereunder.

- d) Deliver to EIC an annual delinquency report (the “Delinquency Report”) no later than (90) days after the due date for the municipal taxes, including the charge, which shall: (i) list each Benefited Property that is delinquent in charge payments owed for such Benefited Property, (ii) provide the amount owed to the Municipality by the owner of such Benefited Property (including penalties and interest on delinquent charge payments), and (iii) outline the steps taken or to be taken and progress made in recovering delinquent charge payments from the owner of such Benefited Property.
- e) Make all reasonable efforts to assist EIC in carrying out the Program within the Municipality.

### 3. Alternative Products and Modifications

- (a) A Municipality that became a Participating Municipality prior to March 1, 2018 may choose to participate in either ENY PACE 1.0 or ENY PACE 2.0 through written notice to EIC of its election. Until such time as the Municipality provides written notice of its choice to participate in ENY PACE 2.0, it shall be deemed to have chosen to remain in ENY PACE 1.0 and financings within the Municipality will be made only under the terms of PACE 1.0. Municipalities that become Participating Municipalities after January 1, 2018, shall participate in PACE 2.0 only. Should EIC develop new Products in the future, participation in the offering of such Products shall be subject to the eligibility and other requirements of any such new Product, and require written notice from the Municipality that it wishes to participate in such Product.
- (b) The Municipality may at any time modify the Program by limiting the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the Municipality and, if the Municipality is offering PACE 2.0, whether construction financing shall be permitted in the Municipality. The Municipality shall provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

### 4. Non – Payment

- a) Failure of the Municipality to deliver payments to EIC within thirty (30) days of when due to the Municipality, shall be considered an event of default and EIC shall be entitled to pursue any one or more of the remedies set forth below.
- b) No Participating Municipality shall be responsible for the deficient payment of another Participating Municipality.



## 5. Terms of Membership

The Municipality understands and agrees that membership in EIC is at the discretion of the Board of Directors of EIC and is conditional upon satisfying the membership criteria established by the EIC Board, as may be amended from time to time at the sole discretion of the Board, as well as compliance with the terms of the By-Laws of EIC. If the Municipality participates in PACE 1.0 and its bond credit rating drops below “A” as rated by Standard and Poors and/or “A2” as rated by Moodys and/or “A” by Fitch Ratings Service, EIC will no longer provide financings to Properties within such Municipality. If the Municipality participates in PACE 2.0 and its bond credit rating drops below “BBB-“ as rated by Standard and Poors and/or “Baa3” as rated by Moodys and/or “BBB-” by Fitch Ratings Service, EIC will no longer provide financings to Properties within such Municipality, unless a capital provider to EIC agrees to provide credit to financings in that Municipality.

## 6. Reserve Funds and Permanent Loss

- (a) EIC maintains one or more reserve funds (each a “Reserve Fund”, collectively, the “Reserve Funds”) to protect and compensate EIC, Participating Municipalities, lenders of funds to EIC, and other third parties approved by EIC against potential losses, including without limitation losses suffered by a Participating Municipality resulting from defaulted charge payments only in the event of a Permanent Loss (defined below) with respect to a Benefited Property under ENY PACE 1.0. Certain Reserve Funds may be restricted in that they may only be used in conjunction with financings made to properties located within one or more designated Participating Municipalities. Reserve Funds designated for ENY PACE 1.0 and ENY PACE 2.0 shall be held separate and apart from each other and any reserves established for ENY PACE 1.0 and ENY PACE 2.0 may contain additional restrictions regarding their purposes and uses as required by the applicable Products and indenture. Additional Reserve Funds may be established in the future in connection with new Products implemented by EIC. All Reserve Funds will be held at a bank or trust company located and authorized to do business in New York State and if applicable, held by the trustee under the applicable indenture. Reserve Funds will be invested in accordance with the investment guidelines approved by EIC (the “Investment Guidelines”) as may be amended from time to time.
- (b) EIC reserves the right to refuse to make a financing to a property located within the Municipality in the event EIC determines, in its sole discretion, that there are inadequate reserve funds.
- (c) A loss shall not be deemed a permanent loss until the Participating Municipality has exhausted all remedies at law in an effort to collect the defaulted charge payments, including but not limited to the redemption and sale of the Benefited Property where the proceeds are not sufficient to recover all amounts paid by the Municipality to EIC after the proceeds of such sale have been proportionately applied to all amounts owed to the Municipality at the time of such sale as a

result of the non-payment of taxes ("Permanent Loss") . In order to collect from the Reserve Fund in the event of a Permanent Loss, the Municipality must provide EIC with all documentation as may be reasonably requested by EIC to document such Permanent Loss and must not be in default to EIC, including having made all payments to EIC when due.

## 7. Remedies Upon Default

Should the Municipality default in any of its obligations hereunder, including but not limited to failure to make payments to EIC as required hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion:

- a) If the Municipality fails to make a required payment to EIC and the Municipality collects penalties or interest from the Property Owner for late payment, the Municipality shall pay to EIC all such penalties or interest attributable to the charge collected by the Municipality on behalf of EIC.
- b) EIC shall have the right to discontinue providing any new financings to Properties located within the Municipality.
- c) EIC may suspend the Municipality's membership in EIC.

This Agreement does not create a debt of the Municipality and the payments by the Municipality payable hereunder are contractual obligations of the Municipality that are subject to and dependent upon appropriations being made from time to time by the Municipality for such purpose and the performance by EIC of its obligations hereunder. The Municipality agrees that its failure to appropriate funds sufficient to make payments due hereunder shall constitute a default under this Agreement.

## 8. Formation; Authority

Each Party represents and warrants to the other that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third party is required for either Party's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of each Party has been and is duly authorized to bind his/her respective Party.

## 9 No Violation or Litigation

The performance by each Party of its respective obligations contained in this Agreement will not and do not conflict with or result in a breach of or a default

under any of the terms or provisions of any other agreement, contract, covenant or security instrument or any law, regulation or ordinance by which the Party is bound. There is no litigation, action, proceeding, investigation or other dispute pending or threatened against either Party which may impair its ability to perform its respective duties and obligations hereunder.

#### 10. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:  
Mark Thielking  
Executive Director  
Energy Improvement Corporation  
425 Cherry Street  
Bedford Hills, NY 10507  
E-mail: [mark@energizeny.org](mailto:mark@energizeny.org)

Kim Kowlaski  
Secretary  
Energy Improvement Corporation  
425 Cherry Street  
Bedford Hills, NY 10507  
[secretary@energizeny.org](mailto:secretary@energizeny.org)

With a copy to:

James Staudt, Esq.  
McCullough, Goldberger & Staudt, LLP  
1311 Mamaroneck Avenue, Suite 340  
White Plains, N.Y. 10605  
E-mail: [jstaudt@mgslawyers.com](mailto:jstaudt@mgslawyers.com)

MUNICIPALITY: The City of Saratoga Springs, NY

With a copy to:

Finance Commissioner Michele Madigan  
City Hall  
474 Broadway  
Saratoga Springs, NY 12866  
[Michele.Madigan@saratoga-springs.org](mailto:Michele.Madigan@saratoga-springs.org)

Deputy Finance Commissioner Mike Sharp  
City Hall  
474 Broadway  
Saratoga Springs, NY 12866  
[mike.sharp@saratoga-springs.org](mailto:mike.sharp@saratoga-springs.org)

City Attorney Vincent J. DeLeonardis  
City Hall  
474 Broadway  
Saratoga Springs, NY 12866  
[vince.deleonardis@saratoga-springs.org](mailto:vince.deleonardis@saratoga-springs.org)

Administrator of Planning & Economic Development Bradley Birge  
City Hall  
474 Broadway  
Saratoga Springs, NY 12866  
[bbirge@saratoga-springs.org](mailto:bbirge@saratoga-springs.org)

Either Party hereto may change its address for purposes of this paragraph by providing written notice to the other party in the manner provided above.

#### 11. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: \_\_\_\_\_, 20\_\_

Energy Improvement Corporation

By: \_\_\_\_\_  
PRINT NAME:

Date: \_\_\_\_\_, 20\_\_

City of Saratoga Springs, NY

By: \_\_\_\_\_  
PRINT NAME: Mayor Meg Kelly

## ATTACHMENT 1

<b>EIC MUNICIPAL AGREEMENT Attachment</b>	<b>ENERGIZE NY PACE 1.0 PRODUCT DESCRIPTION</b>
<b>MAXIMUM AMOUNT OF FINANCING AVAILABLE</b>	10% of Appraised Value
<b>MINIMUM FINANCE AMOUNT</b>	\$5,000
<b>LENGTH OF FINANCING TERM</b>	Minimum Term of 5 Years and Maximum Term of 20 Years
<b>ELIGIBLE MUNICIPALITIES</b>	Municipalities with a Credit Rating Above "A"
<b>ELIGIBLE PROJECTS</b>	Energy Efficiency and Renewable Energy projects that comply with NY SERDA and Investor Owned utility programs including certain Remote Net Meter Projects
<b>ELIGIBLE PROPERTIES</b>	Existing buildings owned by an entity, other than an individual, including substantial renovations and new construction in the case of renewable energy projects
<b>ELIGIBLE PROPERTY OWNERS</b>	Not in bankruptcy; current on mortgage and property taxes for the past three years
<b>LOAN TO VALUE (LTV) LIMITATION</b>	Property's total amount of first and second secured loans is less than or equal to 90%, including the requested PACE financing
<b>ANNUAL CASH FLOW REQUIREMENT</b>	Estimated Annual Savings must be greater than Estimated Annual Finance Charge
<b>COST EFFECTIVENESS/SIR TEST</b>	Estimated Savings must be greater than total cost of improvements
<b>EIC MEMBER OBLIGATED TO PAY DURING DELINQUENCY</b>	Yes
<b>ABILITY TO ADD PACE TAX CHARGE TO BILL DURING CONSTRUCTION</b>	No
<b>MUNICIPAL RESERVE POOLS</b>	Yes
<b>LINK TO ENERGIZE NY PACE 1.0 UNDERWRITING STANDARDS</b>	<a href="http://energizeny.org/images/uploads/ENY_PACE_1dot0_Standards.pdf">http://energizeny.org/images/uploads/ENY_PACE_1dot0_Standards.pdf</a>

## ATTACHMENT 2

<b>EIC MUNICIPAL AGREEMENT Attachment 2</b>	<b>ENERGIZE NY PACE 2.0 PRODUCT DESCRIPTION</b>
<b>MAXIMUM AMOUNT OF FINANCING AVAILABLE</b>	35% of the property's appraised value
<b>MINIMUM FINANCE AMOUNT</b>	\$10,000
<b>LENGTH OF FINANCING TERM</b>	Minimum term of 5 years and Maximum term of 20 years
<b>ELIGIBLE MUNICIPALITIES</b>	Municipalities with a Credit Rating Above Investment Grade, provided that municipalities rated A or better will have access to reserve pools that are separate from those for below A rated municipalities
<b>ELIGIBLE PROJECTS</b>	Energy Efficiency and Renewable Energy projects, including remote net metering, that comply with NYSDA and investor owned utility programs or otherwise meet NYSDA's Commercial PACE Guidelines; renewable energy projects on new construction and substantial renovations are eligible
<b>ELIGIBLE PROPERTIES</b>	Existing buildings owned by an entity, other than an individual, including new construction and substantial renovations in the case of renewable energy projects
<b>ELIGIBLE PROPERTY OWNERS</b>	Not in bankruptcy; current on mortgage and property taxes for the past three years
<b>LOAN TO VALUE (LTV) LIMITATION</b>	Property's total amount of first and second loans is less than or equal to 90%, including the requested PACE financing
<b>ANNUAL CASH FLOW REQUIREMENT</b>	No
<b>COST EFFECTIVENESS/SIR TEST</b>	Yes, must satisfy NYSDA's cost effectiveness test, where the cumulative estimated savings must exceed the total cost of the project
<b>EIC MEMBER OBLIGATED TO PAY DURING DELINQUENCY</b>	Yes
<b>ABILITY TO ADD PACE TAX CHARGE TO BILL DURING CONSTRUCTION</b>	Yes
<b>MUNICIPAL RESERVE POOLS</b>	Yes
<b>Link to NYSDA C-PACE Guidelines</b>	<a href="https://www.nysda.ny.gov/cpace-guidelines">https://www.nysda.ny.gov/cpace-guidelines</a>
<b>Link to Energize NY PACE 2.0 Underwriting Standards</b>	<a href="http://energizeny.org/images/uploads/ENY_PACE_2dot0_Standards.pdf">http://energizeny.org/images/uploads/ENY_PACE_2dot0_Standards.pdf</a>

10/25/17 FINAL

**ENERGY IMPROVEMENT CORPORATION  
MUNICIPAL AGREEMENT**

This Agreement made as of this **3rd** day of April, 2018 (the “Agreement”), by and between the City of Saratoga Springs (the “Municipality”) and the Energy Improvement Corporation (“EIC”) (both the Municipality and EIC may hereinafter be referred to individually as a “Party” and collectively as the “Parties”), sets forth the duties and obligations of each Party in connection with the Municipality’s participation in the Energize NY Benefit Finance Program (the “Program”).

WHEREAS, EIC is a local development corporation duly formed under Section 1411 of the Not-For-Profit Corporation Law of the State of New York, for the purpose of promoting, facilitating and financing energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems (as such terms are defined in Section 119-ff of the General Municipal Law of the State of New York) (collectively, the “Energy Improvements”) on properties within its Participating Municipalities (as defined below), thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government; and

WHEREAS, Participating Municipalities are those municipalities within the State of New York that have: (1) established by local law, pursuant to Municipal Home Rule Law and Article 5-L of the General Municipal Law of the State of New York, a sustainable energy loan program for the provision of financing to the owners of real property located within the Participating Municipality for Energy Improvements, (2) by virtue of signing this Agreement with EIC and pursuant to Article 5-G of the New York State General Municipal Law, authorizes EIC to act on behalf of the Participating Municipality and other Participating Municipalities to carry out the Program through which, among other things, financing is provided to property owners within such Participating Municipality, and (3) satisfied the minimum criteria established by EIC to admit new Participating Municipalities; and

WHEREAS, the Municipality adopted Local Law #2 of 2018\_ on \_March 6, 2018, pursuant to Article 5-L of the General Municipal Law of the State of New York, which Local Law also authorized EIC to act on its behalf in carrying out its Program;

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Duties of EIC

It is understood by the Parties that EIC will be responsible for the performance of the following duties:



- a) The development of finance products for the financing of Energy Improvements (each a “Product”) that will further the purposes of the local laws adopted by the Participating Municipalities and of EIC, which Products shall be submitted to the governing Board of EIC ~~for~~ for its consideration and review.
- b) The establishment of one or more Products that, among other things, provide financing to property owners within such Participating Municipality in order to promote, facilitate and finance energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems. EIC has currently established two Products, the Energize NY PACE Finance 1.0 (ENY PACE 1.0) and the Energize NY PACE Finance 2.0 (ENY PACE 2.0), which are described in Attachments 1 and 2.
- c) Receive and review applications submitted by property owners within the Municipality for financing of Energy Improvements (“Property Owner(s)”), and the approval or disapproval of such applications in accordance with underwriting procedures and requirements established by EIC.
- d) Review the applications, energy assessments and scopes of work prepared for and by the Property Owners to establish the amount of each financing to be approved pursuant to the requirements of the Products. The governing Board of EIC reserves the right to reject an application for financing for any reason.
- e) Execute finance agreements (the “Energize NY Finance Agreements” or “Finance Agreements”) by and between EIC (on behalf of the Municipality) and the Property Owners for financing of Energy Improvements. The Finance Agreements shall set forth the terms and conditions for the disbursement and repayment of financing and the duties and obligations of each Property Owner and EIC with respect to the acquisition, construction and installation of Energy Improvements. Upon execution of the Finance Agreement by the Property Owner and EIC, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property.” Copies of all executed Finance Agreements for all Benefited Properties within the Municipality shall be provided to the Municipality by EIC.
- f) Receive and review the certificates of completion submitted by the Property Owners of Benefited Properties (or the contractor hired by the owner of a Benefited Property) during or following installation or construction of Energy Improvements on such Benefited Property, and disburse funds to the Property Owner of the Benefited Property or his/her/its agent upon approval of such certificates in accordance with the terms of the Finance Agreement and the applicable Product.

- g) Deliver to the Municipality an annual report (the “Annual Report”) three months prior to when municipal taxes are due which shall contain information related to each Benefited Property within the Municipality through the end of the immediately preceding calendar year, including:
- i. A list of each newly approved Benefited Property for which the Property Owner or previous Property Owner of the Benefited Property executed a Finance Agreement within the annual time period covered by such report (for which a charge shall be added by the Municipality to its tax rolls in accordance with Paragraph 2b below). All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
  - ii. A list of each existing Benefited Property for which the Property Owner or previous Property Owner of such Benefited Property executed a Finance Agreement. All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
  - iii. A list of each Benefited Property within the Municipality where all obligations under the Finance Agreement have been satisfied or paid in full during the calendar year including the satisfaction date and a copy of the notice of satisfaction;
  - iv. For each Benefited Property (including each newly approved Benefited Property) for which payments remain due under the Financing Agreement:
    - a. the date of the Finance Agreement,
    - b. the original principal amount of the financing,
    - c. the total principal balance and accrued interest outstanding, and
    - d. the annual payment due to EIC (which shall include principal and accrued interest) associated with such Benefited Property.
  - v. the total annual payment due to EIC from all Benefited Properties in the Municipality (which shall include principal and accrued interest), which amount shall be paid by the Municipality within thirty (30) days of the date upon which payment is due to be made to the Municipality as payment of the municipal tax bill in accordance with Paragraph 2(c) and the balance of any delinquent charge payment reported by the Municipality during the term of the Financing Agreement pursuant to Paragraph 2(d) and;
  - vi. All other information EIC may deem to be relevant to each Benefited Property within the Municipality.

- | hf) Create accounts (the “EIC Trust Accounts”) to be held by a trustee under the applicable trust indenture authorized by EIC for the purpose of accepting payments from the Municipality made in accordance with Paragraph 2(cd) below, and create a separate account (the “EIC Program Administration Fund Account”) to receive the transfer of those funds deposited within the EIC Trust Accounts that constitute payment of EIC administrative fees;
- | ig) Provide customer service by telephone to the Municipality during the hours of 9:00 a.m. through 5:00 p.m. Monday through Friday, Eastern Standard Time, excluding state and federal holidays;
- | jh) Upon EIC’s receipt of payment in full under a particular Finance Agreement, send a letter of satisfaction by email to the Municipality notifying it that such Property Owner or subsequent owner of the Benefited Property has satisfied his/her/its obligations under the terms of the Finance Agreement;

## 2. Duties of the Municipality

It is understood by the Parties that the Municipality will be responsible for the performance of the following duties:

- a) Maintain copies received from EIC of each Finance Agreement for a Benefited Property throughout the term of the Finance Agreement relating to such Benefited Property, which shall be maintained until all obligations of the owner of such Benefited Property that are set forth in the Finance Agreement have been satisfied.
- b) Within thirty (30) days of receipt of the Annual Report, add a charge to its tax rolls for each newly approved Benefited Property listed therein, and include such charge in the next ensuing tax levy so that such charge shall be included on and due in the same manner and at the same time and in the same installments as the municipal taxes on real property are due within the Municipality and shall become delinquent at the same times, shall bear the same penalties and interest after delinquency, and shall be subject to the same provisions for redemption and sale as the general municipal taxes on real property of the Municipality.
- c) Within thirty (30) days of the date payment of municipal taxes is due to be made to the City of Saratoga Springs, including the charge pursuant to a Finance Agreement, remit payment to the EIC Trust Accounts in the amount equaling the total annual payments due to EIC from each Benefited Property within the Municipality, regardless of whether the Municipality actually has received such payments from the owner of the Benefited Property. Failure by the Municipality to deliver payments to EIC shall be considered an event of default hereunder.

- d) Deliver to EIC an annual delinquency report (the “Delinquency Report”) no later than (90) days after the due date for the municipal taxes, including the charge, which shall: (i) list each Benefited Property that is delinquent in charge payments owed for such Benefited Property, (ii) provide the amount owed to the Municipality by the owner of such Benefited Property (including penalties and interest on delinquent charge payments), and (iii) outline the steps taken or to be taken and progress made in recovering delinquent charge payments from the owner of such Benefited Property.
- e) Make all reasonable efforts to assist EIC in carrying out the Program within the Municipality.

### 3. Alternative Products and Modifications

- (a) A Municipality that became a Participating Municipality prior to ~~January~~ March 1, 2018 may choose to participate in either ENY PACE 1.0 or ENY PACE 2.0 through written notice to EIC of its election. Until such time as the Municipality provides written notice of its choice to participate in ENY PACE 2.0, it shall be deemed to have chosen to remain in ENY PACE 1.0 and financings within the Municipality will be made only under the terms of PACE 1.0. Municipalities that become Participating Municipalities after January 1, 2018, shall participate in PACE 2.0 only. Should EIC develop new Products in the future, participation in the offering of such Products shall be subject to the eligibility and other requirements of any such new Product, and require written notice from the Municipality that it wishes to participate in such Product.
- (b) The Municipality may at any time modify the Program by limiting the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the Municipality and, if the Municipality is offering PACE 2.0, whether construction financing shall be permitted in the Municipality. The Municipality shall provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

### 4. Non – Payment

- a) Failure of the Municipality to deliver payments to EIC within thirty (30) days of when due to the Municipality, shall be considered an event of default and EIC shall be entitled to pursue any one or more of the remedies set forth below.
- b) No Participating Municipality shall be responsible for the deficient payment of another Participating Municipality.

## 5. Terms of Membership

The Municipality understands and agrees that membership in EIC is at the discretion of the Board of Directors of EIC and is conditional upon satisfying the membership criteria established by the EIC Board, as may be amended from time to time at the sole discretion of the Board, as well as compliance with the terms of the By-Laws of EIC. If the Municipality participates in PACE 1.0 and its bond credit rating drops below “A” as rated by Standard and Poors and/or “A2” as rated by Moodys and/or “A” by Fitch Ratings Service, EIC will no longer provide financings to Properties within such Municipality. If the Municipality participates in PACE 2.0 and its bond credit rating drops below “BBB-” as rated by Standard and Poors and/or “Baa3” as rated by Moodys and/or “BBB-” by Fitch Ratings Service, EIC will no longer provide financings to Properties within such Municipality, unless a capital provider to EIC agrees to provide credit to financings in that Municipality.

## 6. Reserve Funds and Permanent Loss

- (a) EIC maintains one or more reserve funds (each a “Reserve Fund”, collectively, the “Reserve Funds”) to protect and compensate EIC, Participating Municipalities, lenders of funds to EIC, and other third parties approved by EIC against potential losses, including without limitation losses suffered by a Participating Municipality resulting from defaulted charge payments only in the event of a Permanent Loss (defined below) with respect to a Benefited Property under ENY PACE 1.0. Certain Reserve Funds may be restricted in that they may only be used in conjunction with financings made to properties located within one or more designated Participating Municipalities. Reserve Funds designated for ENY PACE 1.0 and ENY PACE 2.0 shall be held separate and apart from each other and any reserves established for ENY PACE 1.0 and ENY PACE 2.0 may contain additional restrictions regarding their purposes and uses as required by the applicable Products and indenture. Additional Reserve Funds may be established in the future in connection with new Products implemented by EIC. All Reserve Funds will be held at a bank or trust company located and authorized to do business in New York State and if applicable, held by the trustee under the applicable indenture. Reserve Funds will be invested in accordance with the investment guidelines approved by EIC (the “Investment Guidelines”) as may be amended from time to time.
- (b) EIC reserves the right to refuse to make a financing to a property located within the Municipality in the event EIC determines, in its sole discretion, that there are inadequate reserve funds.
- (c) A loss shall not be deemed a permanent loss until the Participating Municipality has exhausted all remedies at law in an effort to collect the defaulted charge payments, including but not limited to the redemption and sale of the Benefited Property where the proceeds are not sufficient to recover all amounts paid by the Municipality to EIC after the proceeds of such sale have been proportionately applied to all amounts owed to the Municipality at the time of such sale as a

result of the non-payment of taxes ("Permanent Loss") . In order to collect from the Reserve Fund in the event of a Permanent Loss, the Municipality must provide EIC with all documentation as may be reasonably requested by EIC to document such Permanent Loss and must not be in default to EIC, including having made all payments to EIC when due.

## 7. Remedies Upon Default

Should the Municipality default in any of its obligations hereunder, including but not limited to failure to make payments to EIC as required hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion:

- a) If the Municipality fails to make a required payment to EIC and the Municipality collects penalties or interest from the Property Owner for late payment, the Municipality shall pay to EIC all such penalties or interest attributable to the charge collected by the Municipality on behalf of EIC.
- b) EIC shall have the right to discontinue providing any new financings to Properties located within the Municipality.
- c) EIC may suspend the Municipality's membership in EIC.

This Agreement does not create a debt of the Municipality and the payments by the Municipality payable hereunder are contractual obligations of the Municipality that are subject to and dependent upon appropriations being made from time to time by the Municipality for such purpose and the performance by EIC of its obligations hereunder.

The Municipality agrees that its failure to appropriate funds sufficient to make payments due hereunder shall constitute a default under this Agreement.

~~The Municipality agrees that its failure to include appropriations in its annual budget sufficient to make payments due hereunder shall constitute a default under this Agreement.~~

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## 8. Formation; Authority

Each Party represents and warrants to the other that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third party is required for either Party's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of each Party has been and is duly authorized to bind his/her respective Party.

## 9 No Violation or Litigation

The performance by each Party of its respective obligations contained in this Agreement will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument or any law, regulation or ordinance by which the Party is bound. There is no litigation, action, proceeding, investigation or other dispute pending or threatened against either Party which may impair its ability to perform its respective duties and obligations hereunder.

#### 10. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:  
Mark Thielking  
Executive Director  
Energy Improvement Corporation  
425 Cherry Street  
Bedford Hills, NY 10507  
E-mail: mark@energizeny.org

Kim Kowlaski  
Secretary  
Energy Improvement Corporation  
425 Cherry Street  
Bedford Hills, NY 10507  
secretary@energizeny.org

With a copy to:

James Staudt, Esq.  
McCullough, Goldberger & Staudt, LLP  
1311 Mamaroneck Avenue, Suite 340  
White Plains, N.Y. 10605  
E-mail: jstaudt@mgslawyers.com

MUNICIPALITY: The City of Saratoga Springs, NY

With a copy to:

Finance Commissioner Michele Madigan  
City Hall  
474 Broadway  
Saratoga Springs, NY 12866



[Michele.Madigan@saratoga-springs.org](mailto:Michele.Madigan@saratoga-springs.org)

Deputy Finance Commissioner Mike Sharp  
City Hall  
474 Broadway  
Saratoga Springs, NY 12866  
[mike.sharp@saratoga-springs.org](mailto:mike.sharp@saratoga-springs.org)

City Attorney Vincent J. DeLeonardis  
City Hall  
474 Broadway  
Saratoga Springs, NY 12866  
[vince.deleonardis@saratoga-springs.org](mailto:vince.deleonardis@saratoga-springs.org)

Administrator of Planning & Economic Development Bradley Birge  
City Hall  
474 Broadway  
Saratoga Springs, NY 12866  
[bbirge@saratoga-springs.org](mailto:bbirge@saratoga-springs.org)

Either Party hereto may change its address for purposes of this paragraph by providing written notice to the other party in the manner provided above.

#### 11. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: \_\_\_\_\_, 20\_\_

Energy Improvement Corporation

By: \_\_\_\_\_  
PRINT NAME:

Date: \_\_\_\_\_, 20\_\_

City of Saratoga Springs, NY

By: \_\_\_\_\_  
 PRINT NAME: Mayor Meg Kelly

ATTACHMENT 1

<del>EIC MUNICIPAL AGREEMENT Attachment</del>	<del>ENERGIZE NY PACE 1.0 PRODUCT DESCRIPTION</del>
<del>MAXIMUM AMOUNT OF FINANCING AVAILABLE</del>	<del>10% of Appraised Value</del>
<del>MINIMUM FINANCE AMOUNT</del>	<del>\$5,000</del>
<del>LENGTH OF FINANCING TERM</del>	<del>Minimum term of 5 years and Maximum term of 20 years</del>
<del>ELIGIBLE MUNICIPALITIES</del>	<del>Municipalities with a Credit Rating Above "A"</del>
<del>ELIGIBLE PROJECTS</del>	<del>Energy Efficiency and Renewable Energy projects that comply with NY SERDA and Investor Owned utility programs including certain Remote Net Meter Projects</del>
<del>ELIGIBLE PROPERTIES</del>	<del>Existing buildings owned by an entity, other than an individual, including substantial renovations and new construction in the case of renewable energy projects</del>
<del>ELIGIBLE PROPERTY OWNERS</del>	<del>Not in bankruptcy; current on mortgage and property taxes for the past three years</del>
<del>LOAN TO VALUE (LTV) LIMITATION</del>	<del>Property's total amount of and secured loans is less than or equal to 90%, including the requested PACE financing</del>
<del>ANNUAL CASH FLOW REQUIREMENT</del>	<del>Estimated Annual Savings must be greater than estimated Annual Finance Charge</del>
<del>COST EFFECTIVENESS/SIR TEST</del>	<del>Estimated Savings must be greater than total cost of improvements</del>
<del>EIC MEMBER OBLIGATED TO PAY DURING DELINQUENCY</del>	<del>Yes</del>
<del>ABILITY TO ADD PACE TAX CHARGE TO BILL DURING CONSTRUCTION</del>	<del>No</del>
<del>MUNICIPAL RESERVE POOLS</del>	<del>Yes</del>
<del>LINK TO ENERGIZE NY PACE 1.0 UNDERWRITING STANDARDS</del>	<del><a href="http://energizeny.org/images/uploads/ENY_PACE_1dot0_Standards.pdf">http://energizeny.org/images/uploads/ENY_PACE_1dot0_Standards.pdf</a></del>

## ATTACHMENT 2

EIC MUNICIPAL AGREEMENT Attachment 2	ENERGIZE NY PACE 2.0 PRODUCT DESCRIPTION
MAXIMUM AMOUNT OF FINANCING AVAILABLE	35% of the property's appraised value
MINIMUM FINANCE AMOUNT	\$10,000
LENGTH OF FINANCING TERM	Minimum term of 5 years and Maximum term of 20 years
ELIGIBLE MUNICIPALITIES	Municipalities with a credit rating above investment grade, provided that municipalities rated A or better will have access to reserve pools that are separate from those for below A rated municipalities
ELIGIBLE PROJECTS	Energy efficiency and renewable energy projects, including remote net metering, that comply with NYSEDA and investor-owned utility programs or otherwise meet NYSEDA's Commercial PACE Guidelines; renewable energy projects in new construction and substantial renovations are eligible
ELIGIBLE PROPERTIES	Existing buildings owned by an entity, other than an individual, including new construction and substantial renovations in the case of renewable energy projects
ELIGIBLE PROPERTY OWNERS	Not in bankruptcy; current on mortgage and property taxes for the past three years
LOAN TO VALUE (LTV) LIMITATION	Property's total amount of secured loans is less than or equal to 90%, including the requested PACE financing
ANNUAL CASH FLOW REQUIREMENT	No
COST EFFECTIVENESS/SIR TEST	Yes, must satisfy NYSEDA's cost effectiveness test, where the cumulative estimated savings must exceed the total cost of the project
EIC MEMBER OBLIGATED TO PAY DURING DELINQUENCY	Yes
ABILITY TO ADD PACE TAX CHARGE TO BILL DURING CONSTRUCTION	Yes
MUNICIPAL RESERVE POOLS	Yes
Link to NYSEDA C-PACE Guidelines	<a href="https://www.nyserda.ny.gov/cpace-guidelines">https://www.nyserda.ny.gov/cpace-guidelines</a>
Link to Energize NY PACE 2.0 Underwriting Standards	<a href="http://energizeny.org/images/uploads/ENY_PACE_2dot0_Standards.pdf">http://energizeny.org/images/uploads/ENY_PACE_2dot0_Standards.pdf</a>

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		
2018	05	172 05/15/2018	051518	051518	BTCO BUA 051518BTC	1	1		
1	A3618684	54720			PLANNING AND ECON DEVELOP CS SERVICE	CONTRACTS - PROF SERV	3,300.00	19,500.00	22,800.00
	A	-36-1-8687-4-54720	-			FLAT ROCK MASTER PLAN	05/15/2018		
2	A3829999	59010			CONTINGENCY	CONTINGENCY	142,164.96	-19,500.00	122,664.96
	A	-38-2-9990-9-59010	-			FLAT ROCK MASTER PLAN	05/15/2018		
					** JOURNAL TOTAL		0.00		

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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			
2018 5 172									
BUA A3618684-54720	05/15/2018	051518BTC	051518	051518BTCO		T SERVICE CONTRACTS - PROF SERV	5	19,500.00	
						FLAT ROCK MASTER PLAN			
BUA A3829999-59010	05/15/2018	051518BTC	051518	051518BTCO		T CONTINGENCY	5		19,500.00
						FLAT ROCK MASTER PLAN			
JOURNAL 2018/05/172 TOTAL								.00	.00

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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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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
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YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2018	05	169	05/15/2018	051518	051518BAPY BUA	051518BAPY	1	2		
1	A113	43501			DPW STATE AID	STATE AID CHIPS PROGRAM	-400,000.00	-88,000.00	-488,000.00	
	A	-11-3-0000-0-43501	-			CHIPS PAVE NY EWR STATE AID	05/15/2018			
2	A3335131	51900			CHIPS PS	LABORER	74,000.00	80,000.00	154,000.00	
	A	-33-3-5112-1-51900	-			CHIPS PAVE NY EWR STATE AID	05/15/2018			
3	A3335131	58030			CHIPS PS	CITY PORTION SOCIAL SECURITY	6,732.00	8,000.00	14,732.00	
	A	-33-3-5112-1-58030	-			CHIPS PAVE NY EWR STATE AID	05/15/2018			
								** JOURNAL TOTAL	0.00	

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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			
2018 5 169									
BUA A113-43501						STATE AID CHIPS PROGRAM	5		88,000.00
05/15/2018 051518BAPY 051518 051518BAPY						CHIPS PAVE NY EWR STATE AID	T		
BUA A3335131-51900						LABORER	5	80,000.00	
05/15/2018 051518BAPY 051518 051518BAPY						CHIPS PAVE NY EWR STATE AID	T		
BUA A3335131-58030						CITY PORTION SOCIAL SECURITY	5	8,000.00	
05/15/2018 051518BAPY 051518 051518BAPY						CHIPS PAVE NY EWR STATE AID	T		
								<hr/>	<hr/>
								.00	.00
BUA A-2960						APPROPRIATIONS			88,000.00
05/15/2018 051518BAPY 051518 051518BAPY									
BUA A-1510						ESTIMATED REVENUES		88,000.00	
05/15/2018 051518BAPY 051518 051518BAPY									
								<hr/>	<hr/>
SYSTEM GENERATED ENTRIES TOTAL								88,000.00	88,000.00
								<hr/>	<hr/>
JOURNAL 2018/05/169 TOTAL								88,000.00	88,000.00



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BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2018	5	169	05/15/2018			
	A-1510					ESTIMATED REVENUES	88,000.00	
	A-2960					APPROPRIATIONS		88,000.00
						FUND TOTAL	88,000.00	88,000.00

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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			
2018	05	168	05/15/2018	051518	051518BTPY	BUA	051518BTPY	1	1	
1	F3638311	51351		WATER ADMINIATRATON	PS	PURCHASING COORDINATOR		.00	7,500.00	7,500.00
	F	-36-3-8310-1-51351	-			NEW POSITION APPROVED	5/1/18	05/15/2018		
2	F3638311	51420		WATER ADMINIATRATON	PS	ACCOUNT CLERK		11,912.00	-7,500.00	4,412.00
	F	-36-3-8310-1-51420	-			NEW POSITION APPROVED	5/1/18	05/15/2018		
3	G3638111	51351		SEWER ADMINSTRAION	PS	PURCHASING COORDINATOR		.00	7,500.00	7,500.00
	G	-36-3-8110-1-51351	-			NEW POSITION APPROVED	5/1/18	05/15/2018		
4	G3638111	51420		SEWER ADMINSTRAION	PS	ACCOUNT CLERK		11,912.00	-7,500.00	4,412.00
	G	-36-3-8110-1-51420	-			NEW POSITION APPROVED	5/1/18	05/15/2018		
5	A3031491	51351		COMM PUBLIC WORKS	PS	PURCHASING COORDINATOR		.00	15,000.00	15,000.00
	A	-30-3-1490-1-51351	-			NEW POSITION APPROVED	5/1/18	05/15/2018		
6	A3031491	51440		COMM PUBLIC WORKS	PS	SENIOR CLERK		46,385.00	-15,000.00	31,385.00
	A	-30-3-1490-1-51440	-			NEW POSITION APPROVED	5/1/18	05/15/2018		
** JOURNAL TOTAL								0.00		

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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				
2018 5 168										
BUA F3638311-51351	05/15/2018	051518BTPY	051518	051518BTPY		T PURCHASING COORDINATOR	5		7,500.00	
BUA F3638311-51420	05/15/2018	051518BTPY	051518	051518BTPY		T NEW POSITION APPROVED 5/1/18	5			7,500.00
BUA G3638111-51351	05/15/2018	051518BTPY	051518	051518BTPY		T PURCHASING COORDINATOR	5		7,500.00	
BUA G3638111-51420	05/15/2018	051518BTPY	051518	051518BTPY		T NEW POSITION APPROVED 5/1/18	5			7,500.00
BUA A3031491-51351	05/15/2018	051518BTPY	051518	051518BTPY		T PURCHASING COORDINATOR	5		15,000.00	
BUA A3031491-51440	05/15/2018	051518BTPY	051518	051518BTPY		T NEW POSITION APPROVED 5/1/18	5			15,000.00
						T SENIOR CLERK	5			
						T NEW POSITION APPROVED 5/1/18				
						JOURNAL 2018/05/168	TOTAL		.00	.00

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

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## City of Saratoga Springs, NY Contract

City Project Number: 2018-18 City Project Name: City Building Security Study  
 City Department: Public Works Department Contact Person: Tim Wales City Ext. 2621  
 Company Name: SecureWatch24, LLC  
 Company Address: One Penn Plaza, Suite 4000, New York, NY 10119  
 Company Telephone No.: 212-729-5400 Company Fax No.: 212-729-5401  
 Vendor and/or Service Provider Primary Contact: John Colgan Title: Chief Operating Officer  
 Primary Contact Email: john@securewatch24.com  
 Service to be Provided: Building Security Study  
 Remit Name (If different from above): \_\_\_\_\_  
 Remit Address: One Penn Plaza, Suite 4000, New York, NY 10119

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Building Security Study, the Vendor and/or Service Provider submitted proposals dated April 3, 2018 (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 June 30, 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 not to exceed Ten thousand four hundred forty dollars, 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 John Colgan. 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: SecureWatch24, LLC
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:** 04/26/2018

**Print Name:** John J Colgan **Title:** Chief Operating Officer

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

**Print Name:** Meg Kelly **Title:** Mayor **City Council Approval Date:** \_\_\_\_\_



**Request for Certification of Sufficient Funds**

Submittal Date: 4/25/2018

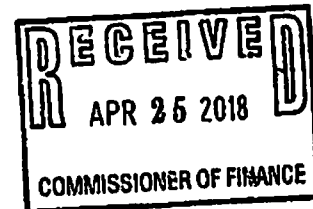
The Department of Public Works requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council Approval, etc.  
(attach supporting documentation):

Vendor: SecureWatch24, LLC

Project:

City Building Security Study



Appropriation - Current Budget Expense Org/Object/Proj(s): H3031482 ✓ 52000 ✓ 1141 ✓

Amount Requested for Approval \$10,440.00 ✓

Current Amount Available: \$200,000.00

Transfer/Amendment Pending:

Transfer/Amendment Date \_\_\_\_\_

  
\_\_\_\_\_  
Department Head Signature

4/25/18  
\_\_\_\_\_  
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 obligation when it becomes due and payable.

\_\_\_\_\_  
Commissioner of Finance

4/25/18  
\_\_\_\_\_  
Approval Date

Client#: 1911858

124SECUR24

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BB&T Insurance Services, Inc. 216 South Broad Street Monroe, GA 30655 770 267-4545		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 770 267-4545 FAX (A/C, No): 877-857-1559 E-MAIL ADDRESS: certificatesga@bbandt.com															
<b>INSURED</b> Securewatch 24 LLC SW Security Services LLC 1 Penn Plaza ste 4000 New York, NY 10119-4199		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Atlantic Specialty Insurance Company</td> <td>27154</td> </tr> <tr> <td>INSURER B : Hudson Insurance Company</td> <td>25054</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Atlantic Specialty Insurance Company	27154	INSURER B : Hudson Insurance Company	25054	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 SUBR INSR	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"/> BI/PPD Ded: GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	7110161510000	03/01/2018	03/01/2019	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 - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	7110161510000	03/01/2018	03/01/2019	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 checked="" type="checkbox"/> RETENTION \$0 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		7110161510000	03/01/2018	03/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	E&O/Cyber		EZ129611	03/01/2018	03/01/2019	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Saratoga Springs is included as Additional Insured with respects to the General Liability on a primary and non-contributory basis and Additional Insured with respects to the Auto Liability when required by written contract with named insured.

\*\* Supplemental Name \*\*

First Supplemental Name applies to all policies - Securewatch 24 LLC  
 (See Attached Descriptions)

## 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 <i>Rose Marie R. Severy</i>
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**City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services**  
(For Professional Services Licensed by the State of New York Office of Professions Education Department)

City Project Number: 2018-18 City Project Name: City Building Security Study Prevailing Wage Project No.: NA  
City Department: Public Works Department Contact Person: Timothy Walos City Ext. 2621  
Company Name: SECURAPATCH LLC  
Company Address: ONE PENN PLAZA, SUITE 400 NEW YORK NY 10119  
Company Telephone No.: 212-729-5400 Company Fax No.: 212-729-5401  
Consultant Primary Contact for This Project: William Cole Title: EXECUTIVE VICE PRESIDENT

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 Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant 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 Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant 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 Consultant 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 contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (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 Consultant.

The City of Saratoga Springs requires the Consultant 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:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance:** One Million per Claim with Two Million 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 Consultant 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 Consultant 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 Consultant 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 Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, 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 Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. 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 Consultant, as aforesaid.

The Consultant 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 Consultant 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 Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. 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 Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant 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 Consultant or other persons, while engaged in the performance of any work or services required by the Consultant 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 Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant 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.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant'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 Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant 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 Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant 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.

Consultant, having agreed to the terms and the facts set forth herein, and in relying thereon, herein signs this Agreement.

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

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

4/3/2018



### **Vendor/Supplier Code of Conduct**

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/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 vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

To promote a working relationship with the City of Saratoga Springs based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City of Saratoga Springs or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City of Saratoga Springs related projects and transactions.
- Not engage in any course of conduct with the City of Saratoga Springs employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City of Saratoga Springs any activity by a City of Saratoga Springs employee or contractor, consultant or vendor of the City of Saratoga Springs that is inconsistent with the City of Saratoga Springs Code of Ethics.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- The Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- 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.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

### **Vendor Acknowledgement**

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

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/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.

Signature:  Printed name: John Colgan

Title: Chief Operating Officer Date: 04/03/2018

Company Name: SecureWatch24, LLC

Company Address: One Penn Plaza, Suite 4000, New York, NY 10119



**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b>  ADP TotalSource II, Inc.  10200 Sunset Drive  Miami, FL 33173  L/C/F  Securewatch24 LLC  One Penn Plaza 40th Floor  New York, NY 10119  Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p><b>1b. Business Telephone Number of Insured</b>  212/729-5400</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  4532077 2</p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b>  200914683</p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p> <p style="text-align: center;">City of Saratoga Springs  Department of Accounts  474 Broadway  Saratoga Springs, NY 12866</p> <p><b>RE: RFP #: 2018-18 – City Building Security Study</b></p>	<p><b>3a. Name of Insurance Carrier</b>  New Hampshire Ins Co</p> <p><b>3b. Policy Number of entity listed in box "1a"</b>  WC 026177058</p> <p><b>3c. Policy effective period</b>  07/01/2017 to 07/01/2018</p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b>  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.  <small>*Proprietor/Partner/Executive Officer/Member are included as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum.</small></p>

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 Certificate 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 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: Adriana Sanchez

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

Adriana Sanchez

(Signature)

3/28/2018

(Date)

Title: Account Specialist II

Telephone Number of authorized representative or licensed agent of insurance carrier - 800-743-8130

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**



## City of Saratoga Springs, NY Contract

City Project Number: 2017-19 City Project Name: Pipes, Fittings, Hydrants and Values Supplier  
City Department: \_\_\_\_\_ Department Contact Person: Katherine Moran, 518-587-3550, ext. 2544  
Company Name: Ferguson Waterworks  
Company Address: 612 Pierce Road, Clifton Park, NY 12065  
Company Telephone No.: 518-877-3086 Company Fax No.: 518-877-5027  
Vendor and/or Service Provider Primary Contact: Melissa Visconte Title: Branch Manager  
Primary Contact Email: Melissa.visconte@ferguson.com  
Service to be Provided: Pipes, Fittings, Hydrants and Valves Supplier  
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 Pipes, Fittings, Hydrants and Valves Supplier, the Vendor and/or Service Provider submitted proposals dated April 18, 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 April 30, 2019. 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 \$45,000.00, 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 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 Melissa Visconte, Branch Manager. 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: 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: Ferguson Waterworks
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 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: [Signature] Date: 4-13-18

Print Name: Melissa Visconti Title: Branch Manager

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

Print Name: Meq Kelly Title: Mayor City Council Approval Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/10/2018

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> Willis of Maryland, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b>	<b>FAX (A/C NO.):</b> 610-254-5600	
	<b>PHONE (A/C NO. EXT.):</b> 610-964-8700	<b>E-MAIL ADDRESS:</b> pmorris@divcohomes.com	
<b>INSURED</b> Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Liberty Mutual Fire Ins. Co.		23035-000
	INSURER B: ACE American Insurance Company		20699-900
	INSURER C: Indemnity Insurance Company of North Amer		43575-001
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 26270964

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		TB2-691-468654-018	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Uninsured <input checked="" type="checkbox"/> Physical Damage			AOS ISA H25158210	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 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 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C64786416	5/1/2018	5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Workers Compensation Policy #WLR C64786416 provides coverage for AL, AK, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, ME, MD, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TX, UT, VA, VT, WV.

See Attached for Additional Workers' Compensation Policies:

City of Saratoga Springs is included as an Additional Insured under General Liability as required by written contract but only with respect to liability arising out of Named Insured's operations.

**CERTIFICATE HOLDER****CANCELLATION**

City of Saratoga Springs  
Office of Risk and 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

Coll:5206892 Tpl:2213246 Cert:26270964

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AGENCY CUSTOMER ID: 031419

LOC#: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY <b>Willis of Maryland, Inc.</b>		NAMED INSURED <b>Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602</b>	
POLICY NUMBER <b>See First Page</b>			
CARRIER <b>See First Page</b>	NAIC CODE	EFFECTIVE DATE: <b>See First Page</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured.

## ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE: Workers' Compensation &amp; Employers Liability- CA/MA</b> <b>CARRIER: ACE American Insurance Company</b> <b>POLICY TERM: 05/01/2018 - 05/01/2019</b> <b>POLICY NUMBER: WLR C64786374</b>	<b>Per Statute</b> <b>E.L. Each Accident: \$2,000,000</b> <b>E.L. Disease-Policy Limit: \$2,000,000</b> <b>E.L. Disease-Each Employee: \$2,000,000</b>
<b>POLICY TYPE: Workers' Compensation &amp; Employers Liability - TN</b> <b>CARRIER: Agri General Insurance Company</b> <b>POLICY TERM: 05/01/2018 - 05/01/2019</b> <b>POLICY NUMBER: WLR C64786453</b>	<b>Per Statute</b> <b>E.L. Each Accident: \$2,000,000</b> <b>E.L. Disease-Policy Limit: \$2,000,000</b> <b>E.L. Disease-Each Employee: \$2,000,000</b>
<b>POLICY TYPE: Workers' Compensation &amp; Employers Liability - WI</b> <b>CARRIER: ACE Fire Underwriters Insurance Company</b> <b>POLICY TERM: 05/01/2018 - 05/01/2019</b> <b>POLICY NUMBER: SCF C64786611</b>	<b>Per Statute</b> <b>E.L. Each Accident: \$2,000,000</b> <b>E.L. Disease-Policy Limit: \$2,000,000</b> <b>E.L. Disease-Each Employee: \$2,000,000</b>

**FERGUSON ENTERPRISES, INC. and Subsidiaries**  
**Named Insured Listing**

Entity Name
AC Wholesalers
Alaska Pipe & Supply
Andrews Lighting & Hardware Gallery
The Ar-Jay Center
Atlantic American Fire Equipment Company
Avallon Global
BAC Appliance Center
Bath + Beyond
Bruce-Rogers Company
Build.com, Inc. (fka Improvement Direct, Inc.)
Cal-Steam
City Lights Design Showroom
CFP
Clawfoot Supply, LLC
Cline Contract Sales
Custom Lighting & Hardware
Davies Water
Dealernet
Duhig Stainless
Energy & Process Corporation
Equarius Waterworks, Meter & Automation Group
Factory Direct Appliance
Ferguson Bath & Kitchen Gallery
Ferguson Bath, Kitchen & Lighting Gallery
Ferguson.com
Ferguson CESCO, Inc.
Ferguson Direct
Ferguson Facilities Supply
Ferguson Fire & Fabrication, Inc.
Ferguson Fire & Fabrication International
Ferguson Heating & Cooling
Ferguson Hospitality Sales
Ferguson HVAC - Air Cold
Ferguson HVAC - EastWest Air
Ferguson HVAC - Lyon Conklin
Ferguson Integrated Services
Ferguson International
Ferguson Panama, S.A.
Ferguson Parts & Packaging
Ferguson Valve & Automation
Ferguson Waterworks
Ferguson Waterworks - Municipal Pipe
Ferguson Waterworks - Red Hed
Ferguson Waterworks EPPCO
Ferguson Waterworks International
Galleria Bath & Kitchen Showplace
HM Wallace, Inc.
H. P. Products Corporation
HP Logistic, Inc.
Improvement Brands Holdings, Inc.
Industrial Hub of the Carolinas
J&G Products
J.D. Daddario Company

Entity Name
Joseph G. Pollard Co.
Karl's Appliances
Lighting Unlimited
Lincoln Products
Linwood Pipe and Supply
Living Direct, Inc.
Louisiana Utilities Supply Company
LUSCO
Matera Paper
McFarland Supply
Michigan Meter
Myers HVAC Supply
Mississippi Utility Supply Co. (MUSCO)
PCS Industries
PL Sourcing
Plumb Source
Plumbing Décor
Pollardwater
Powell Pipe & Supply Co.
Power Equipment Direct Inc.
Professional's Bath Source
PV Sullivan Supply
Ramapo Wholesalers
Renwex Sales
Redlon & Johnson
Reese Kitchen, Bath & Lighting Gallery
SG Supply Co.
Ship-Pac
Signature Hardware
SOS Sales
Stock Loan Services, LLC
Supply.com
Tarpon Wholesale Supplies
The Davidson Group
The Plumbing Source
The Stock Market
TPW Kitchen & Bath
Waterworks Industries
Webb Distributors
Western Air Supply
Wholesale Group
Wholesale Group Operations, Inc.
Westfield Lighting
Wolseley (Barbados) Ltd
Wolseley de Puerto Rico, Inc.
Wolseley Financial Services
Wolseley Industrial Group
Wolseley Integrated de Mexico S.A. de C.V.
Wolseley Investments North America, Inc.
Wolseley Investments, Inc.
Wolseley NA Construction Services, LLC
Wolseley NA Finance, Inc.
Wolseley Staffing de Mexico S.A. de C.V.
WPCC Forwarding

## **MEMORANDUM OF UNDERSTANDING**

**Relative to the removal of solar panels owned by the City of Saratoga Springs  
From premises owned by Stewart's Shops Corp.**

**THIS AGREEMENT is made as of the day and date last signed by a party hereto between THE CITY OF SARATOGA SPRINGS, a municipal corporation with offices at City Hall, 474 Broadway, Saratoga Springs, NY 12866 (hereinafter referred to as "City"), and STEWART' S SHOPS CORP., a New York corporation with principal executive offices at 2907 Route 9, Ballston Spa, NY 12020 (hereinafter referred to as "Stewart's").**

### **RECITALS**

**Stewart's is the owner of properties located on Excelsior Avenue and designated as Parcels 166.30-1-2 and 166.30-1-1.2 on the City of Saratoga Springs Assessor's Map. Since at least 2008, approximately sixty (60) solar collector panels owned by the City and servicing city buildings and infrastructure have been located on said lands of Stewart's. A drawing showing the approximate locations of said panels is attached to this memorandum as Exhibit "A".**

**Upon recent review and consideration, the City and Stewart's have determined that the continued placement of the panels in their present location is neither necessary nor appropriate. This memorandum establishes the terms for the removal of the panels.**

**NOW, THEREFORE, the parties agree as follows:**

- 1. Stewart's agrees to pay for the costs of removal of the panels. Stewart's agrees to engage the services of a qualified person to safely disconnect the panels, remove them from the premises, and move them to a location as may be specified by the City. Stewart's shall notify the City of the qualified person so engaged, and the City shall approve said qualified person in writing, prior to the commencement of any work.**
- 2. The City shall hold Stewart's harmless for any damage to the panels.**
- 3. All work shall be subject to review and approval by the City Engineer and by all other governmental departments and agencies whose approval is required by law.**

4. The City shall waive all costs and charges for inspections of the removal and relocation as it may be authorized to charge by law.
5. The panels shall at all times remain the property of the City.
6. Stewart's and the City shall cooperate in applying for all necessary and required approvals and permits to authorize the removal and relocation. Stewart's shall be responsible for paying any fees, costs or charges required for such applications.

IN WITNESS WHEREOF, the City and Stewart's have signed this Memorandum of Understanding on the dates indicated.

Dated:

\_\_\_\_\_  
THE CITY OF SARATOGA SPRINGS  
By: Meg Kelly, Mayor  
Per Council Approval

Dated:

\_\_\_\_\_  
Charles Marshall  
STEWART'S SHOPS CORP.  
By: Charles Marshall

STATE OF NEW YORK

Ss:

COUNTY OF SARATOGA

On this       day of       , 2018, before me, the undersigned, personally appeared MEG KELLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Comm. Exp.



4. The City shall waive all costs and charges for inspections of the removal and relocation as it may be authorized to charge by law.
5. The panels shall at all times remain the property of the City.
6. Stewart's and the City shall cooperate in applying for all necessary and required approvals and permits to authorize the removal and relocation. Stewart's shall be responsible for paying any fees, costs or charges required for such applications.

IN WITNESS WHEREOF, the City and Stewart's have signed this Memorandum of Understanding on the dates indicated.

Dated:

\_\_\_\_\_  
THE CITY OF SARATOGA SPRINGS  
By: Meg Kelly, Mayor  
Per Council Approval

Dated:

\_\_\_\_\_  
STEWART'S SHOPS CORP.  
By: Charles Marshall

STATE OF NEW YORK

Ss:

COUNTY OF SARATOGA

On this       day of       , 2018, before me, the undersigned, personally appeared MEG KELLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

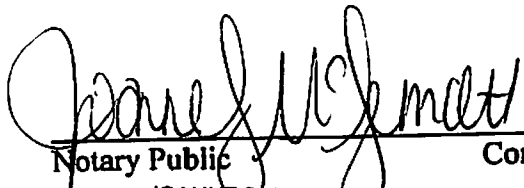
\_\_\_\_\_  
Comm. Exp.

STATE OF NEW YORK

Ss:

COUNTY OF SARATOGA

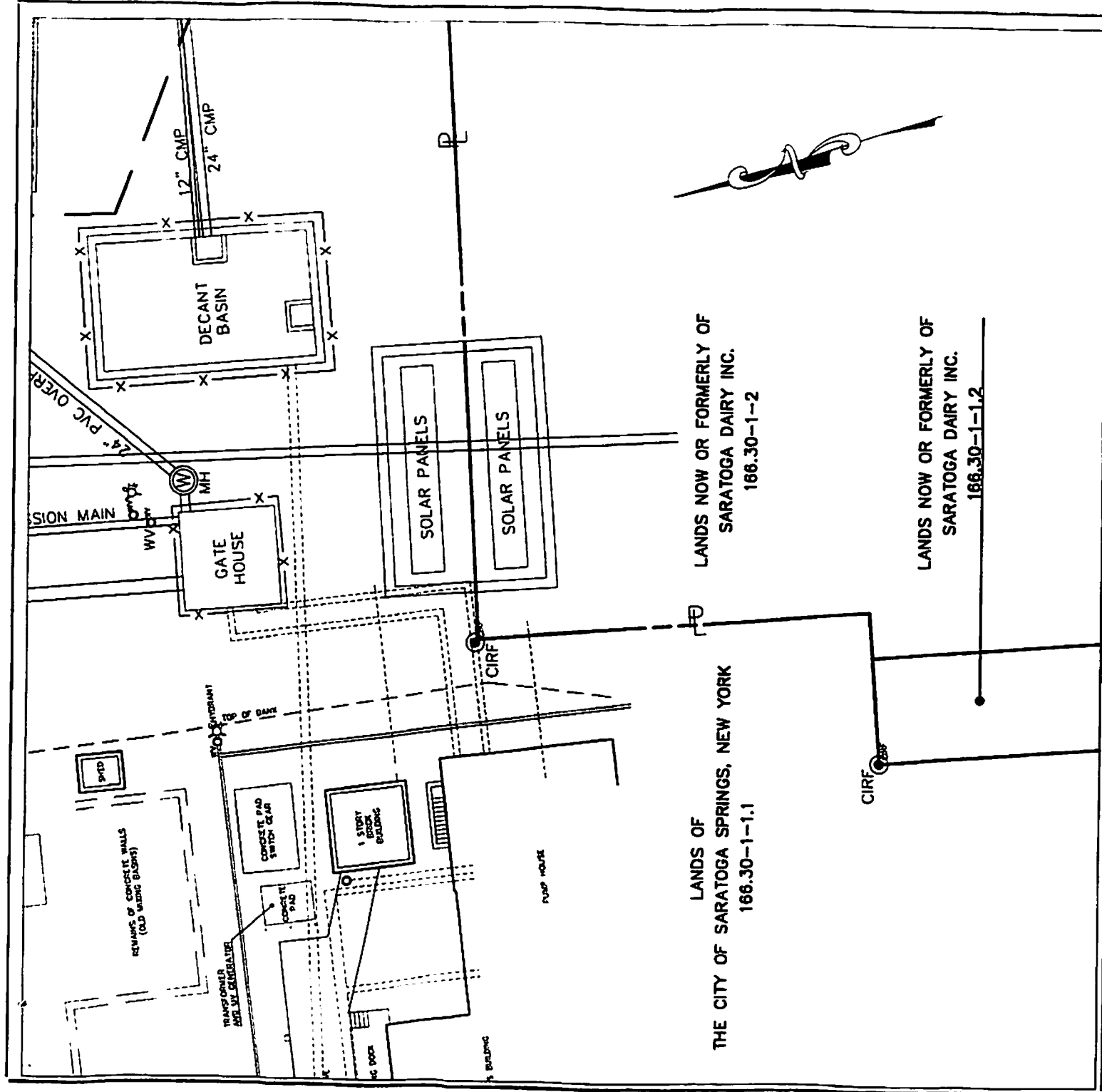
On this 10<sup>th</sup> day of May, 2018, before me, the undersigned, personally appeared Charles Marshall, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



Notary Public

Comm. Exp.

JOANNE D. MCDERMOTT  
Notary Public Reg. #01MC6117949  
State of New York, Saratoga County  
Commission Expires Nov. 1, 2020



LANDS OF  
THE CITY OF SARATOGA SPRINGS, NEW YORK  
166.30-1-1.1

LANDS NOW OR FORMERLY OF  
SARATOGA DAIRY INC.  
166.30-1-2

LANDS NOW OR FORMERLY OF  
SARATOGA DAIRY INC.  
166.30-1-1.2

REVISIONS		
DATE	DESCRIPTION	BY

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

CITY OF SARATOGA SPRINGS, NY AND STEWERT'S SHOPS CORP.

SCALE: HORIZ 1" = 30' VERT	PROJECT NAME: WATER TREATMENT PLANT DRAWING NAME:	
	DATE: APRIL 11th, 2018	SURVEY & DESIGN BY: TIMOTHY W. WALES, P.E., CITY ENGINEER
OFFICE OF THE CITY ENGINEER 474 BROADWAY - RM. 10 CITY HALL SARATOGA SPRINGS, N.Y. 12866		
DRAWN BY: S.E. PALMER CHECKED BY:		
APPROVED BY:		
PROJECT NO.: 98-502		
SHEET NO.: 16-01C		
FLD BK NO.:		



## City of Saratoga Springs, NY Contract

City Project Number: RFP 2018-19 \_\_\_\_\_ City Project Name: Traffic Signal Improvement Project \_\_\_\_\_  
City Department: Department of Public Safety \_\_\_\_\_ Department Contact Person: Andy Krupski \_\_\_\_\_ City Ext. 2473 \_\_\_\_\_  
Company Name: Stilsing Electric, Inc. \_\_\_\_\_  
Company Address: 500 South Street, Rensselaer, NY 12144 \_\_\_\_\_  
Company Telephone No.: 518-463-4451 \_\_\_\_\_ Company Fax No.: 518-463-7023 \_\_\_\_\_  
Vendor and/or Service Provider Primary Contact: Kathleen Stilsing \_\_\_\_\_ Title: President \_\_\_\_\_  
Primary Contact Email: kstilsing@stilsingelectric.com \_\_\_\_\_  
Service to be Provided: Removal of existing traffic signal equipment, and supply and install replacement equipment \_\_\_\_\_  
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 Traffic Signal Improvements, the Vendor and/or Service Provider submitted proposals dated March 27, 2018 (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 within Six (6) consecutive calendar months from contract execution date. (Please Note: Contractors are prohibited from working within the city right of way during the Saratoga Thoroughbred Horse Racing Meet from July 20<sup>th</sup> through September 3<sup>rd</sup>.) 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 Two Hundred Sixty Five Thousand Six Hundred Fifteen Dollars (\$265,615.00), 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 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 Kathleen Stilsing. 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: 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: Kathleen Stilsing, 500 South Street, Rensselaer, NY 12144
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:

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.

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 *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 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: Kathleen Stilsing Date: 4-27-18  
Print Name: Kathleen Stilsing Title: President  
City of Saratoga Springs' Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: Meg Kelly Title: Mayor City Council Approval Date: \_\_\_\_\_

### LUMP SUM PRICE

This Lump Sum Bid shall include all costs for materials, labor overhead and profit; insurance costs and incidental costs incurred by the Contractor to satisfactorily complete the work in accordance with the Standard General Conditions of the Construction Contract, Summary of Work, Technical Specifications and Plans.

TOTAL BID IN FIGURES: \$ 265,615.00  
TOTAL BID WRITTEN: Two Hundred Sixty Five Thousand Six Hundred Fifteen Dollars + <sup>00</sup>/<sub>100</sub>  
COMPANY NAME: Stilsing Electric, Inc.  
ADDRESS: 500 South Street  
Rensselaer NY 12144 Phone No. (518) 463-4451  
(City) (State) (Zip)  
E-MAIL ADDRESS: KStilsing@stilsingelectric.com  
AUTHORIZED SIGNATURE: Kathleen Stilsing  
PRINTED NAME: Kathleen Stilsing  
TITLE: President DATE: 3-27-18





Request for Certification of Sufficient Funds

Submittal Date: 3/28/2018

The Department of Public Safety 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.:

Stilting Electric, Inc  
Traffic Improvements Project  
RFP 2018-19

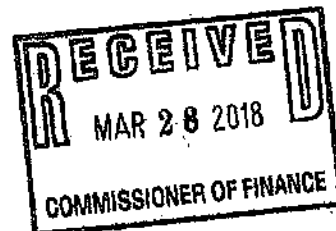
Appropriation – Current Budget Expense H-31-4-3122-52000-1255

Amount Requested for Approval: \$265,615.00 ✓

Current Amount Available: As Per MUNIS \$306,669.00

Transfer/Amendment Pending: \$

Transfer/Amendment Date:



  
Department Head Signature

3/28/18  
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

3/28/18  
Approval Date



STILELE-01

LTELLER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2018

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> 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> Stilsing Electric, Inc. 500 South Street PO Box 27 Rensselaer, NY 12144	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> The Travelers Indemnity Co	<b>NAIC #</b> 25658
	<b>INSURER B:</b> The Charter Oak Fire Insurance Company	<b>25615</b>
	<b>INSURER C:</b> Merchants Mutual Ins Co	<b>23329</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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		DTCO3E641498IND18	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		DT8103E641498COF18	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<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		CUP0001763	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<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				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	Commercial Umbrella			ZUP-91M5572718NF	04/01/2018	04/01/2019	Excess Liability 5,000,000

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

RFP 2018-19 Traffic Signal Improvement

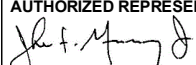
General Liability: CGD604 8/13 Blanket Additional Insured (Contractors) -(includes primary non-contributory); CGD316 11/11 Contractors XTEND endorsement

(includes waiver of subrogation); CGD211 1/04 Designated Project (s) Gen Aggr Limit

Automobile Liability: CAT474 2/12 Blanket Additional Insured - Primary and Non-Contributory with Other Insurance; CAT960 6/05 New York Business Auto Coverage Extension Form (includes waiver of subrogation)

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs 474 Broadway - City Hall 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 



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Rose &amp; Kiernan, Inc.</b>		NAMED INSURED <b>Stilsing Electric, Inc.</b> 500 South Street PO Box 27 Rensselaer, NY 12144	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

Umbrella Liability: MU8622 Primary Non-Contributory additional insured 5/1/09 CU2403 Waiver of Subrogation

Excess Liability: XP0165 Amendment Other Insurance Designated Persons or Organizations for Whom you have Agreed in a Written Contract to Provide Insurance - XP0091 Waiver of Transfer of Rights of Recovery Against Others

City of Saratoga Springs is a primary non-contributory additional insured for General Liability, Automobile Liability and Umbrella Liability as required by written contract, per forms noted.