



CITY OF SARATOGA SPRINGS

City Council Meeting



June 19, 2018

City Council Room

06:55 PM P.H. - Amend Chapter 118 -
Enforcement Powers

 [Print](#)

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

1. Charter Review: Update
2. Proposed Lake Avenue Bike Lanes

EXECUTIVE SESSION:

CONSENT AGENDA

1. Approval of 6/4/18 Pre-Agenda Meeting Minutes
2. Approval of 6/5/18 City Council Meeting Minutes
3. Approve Budget Amendments - Regular (Increases)
4. Approve Budget Transfers - Regular
5. Approve Payroll 06/08/18 \$504,771.68
6. Approve Payroll 06/15/18 \$497,567.17
7. Approve Payroll 06/14/18 \$1,267.64
8. Approve Warrant - 2018 18MWJUN2 \$770,885.66
9. Approve Warrant - 2018 18JUN2 \$4,097,317.13
10. Authorization for the Mayor to Sign Change Order #11 with Bonacio Construction Inc.

MAYOR'S DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Memorandum of Understanding for Coordinated Entry with the Saratoga-North Country Continuum of Care
2. Discussion and Vote: Authorization for the Mayor to Sign Saratoga Spa State Park Special Use Permit
3. Discussion and Vote: Authorization for the Mayor to Sign the Saratoga City School District Transportation Agreement
4. Discussion and Vote: Authorization for the Mayor to Sign Loan Agreement with NHHC for Plaques on City Center Wall

5. Discussion and Vote: Authorization for the Mayor to Sign Contract - DEC01-ZEVIN-2016-00079 2016 Municipal Zero-emission Vehicle (ZEV) & ZEV Infrastructure Rebate Program
 6. Discussion and Vote: Amending Resolution No. 17-224 entitled "Authorizing Exemption and Payment-in-Lieu of Taxes Agreement for Intrada Saratoga Springs Affordable Housing Project"
 7. Discussion and Vote: Agreement for Payment in Lieu of Taxes between the City and Intrada Saratoga Springs
 8. Discussion and Vote: Approve Settlement Agreement between City of Saratoga Springs v. East Side Group, LLC
 9. Announcement: ZBA Training Workshop
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ACCOUNTS DEPARTMENT

1. Award of Bid: Extension of Bid - Precast Manholes, Catchbasins, Drywells, Frames & Covers to Palette Stone Corp
 2. Award of Bid: Loughberry Lake Dam Project - Professional Services to Schnabel Engineering Of New York
 3. Award of Bid: Sanitary Wastewater Pump Station Upgrades to Grant Street Construction Inc.
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FINANCE DEPARTMENT

1. Announcement: 2018 Bond Sale
 2. Discussion and Vote: Authorization for the Mayor to Sign Contract with Ferraro Amodio & Zarecki, CPAs for Forensic Auditing Services
 3. Discussion and Vote: Budget Amendment - Payroll
 4. Discussion and Vote: Budget Transfers - Payroll
-

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign a contract with Palette Stone Corporation
 2. Discussion and Vote: Part-Time Laborer Compensation Schedule
-

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign a Contract with LightSpeed Technologies
 2. Discussion and Vote: Authorization for the Mayor to Sign a Contract with Saratoga Springs City School District for the School Resource Officer
 3. Discussion and Vote: To Amend Chapter 215 of the City Code, Taxicabs, with respect to technical consistencies
 4. Discussion and Vote: 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
 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 225 of the City Code, Vehicles and Traffic, with respect to adding bicycle lanes to Lake Avenue
 7. Set Public Hearing: To Amend Chapter 240 of the City Code with respect to enforcement powers
 8. Set Public Hearing: To Amend Chapter 225 of the City Code with respect to Parking on Joseph Street and Empire Way
 9. Set Public Hearing: To Amend Chapter 225 of the City Code, Vehicles and Traffic, with respect to traffic control at the intersection of Union Street, Adelphi Street, and Finley Street
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SUPERVISORS

1. Matthew Veitch
 1. Economic Development Committee
2. Tara Gaston

1. Report from June Board of Supervisors Meeting
 2. July 3, 2018 City Council Meeting
 3. NACo Upcoming
-

ADJOURN



June 4, 2018

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

PRESENT: Meg Kelly, Mayor
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
John Daley, Deputy Commissioner, DPS

Vince DeLeonardis, City Attorney

EXCUSED: Michele Madigan, Commissioner of Finance

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.

PUBLIC HEARINGS

1. Amend Chapter 225 – 4 Way Stop – no comments.
2. Amend Chapter 215 – Taxicabs – Commissioner Martin advised CDTA is not ready for licensing so this piece is being removed from our code.
3. Amend Chapter 148 – Noise – Commissioner Martin stated this is to address the noise levels from Friday night into Saturday morning and from Saturday into Sunday morning.
4. Amend Chapter 225 – Bike Lane – Commissioner Martin advised this is regarding the addition of a bike lane to Lake Avenue.

PRESENTATION

1. Charter Review Update – no comments.
2. 2017 Annual Report – Recreation Department – no comments.

CONSENT AGENDA

1. Approval of 5/14/18 Pre-Agenda Meeting Minutes
2. Approval of 5/15/18 City Council Meeting Minutes
3. Approve Budget Amendments – Regular
4. Approve Budget Transfers - Regular

5. Approve Payroll 5/18/18 \$485,136.34
6. Approve Payroll 5/25/18 \$481,423.14
7. Approve Payroll 6/1/18 \$513,615.42
8. Approve Warrant - 2018 – 18MWMAY2 \$2,747.23
9. Approve Warrant - 2018 – 18MWMAY3 \$24,883.19
10. Approve Warrant – 2018 – 18JUN1 \$604,421.61
11. Approve Warrant – 2018 – 18MWJUN1 \$199.98

No comments.

MAYOR'S DEPARTMENT

Announcement: Skate Park Reopening Celebration – Friday, June 8, 2018 4 – 6 pm

No comments.

Announcement: Recreation Master Plan – Survey

No comments.

Announcement: Recreation Programs and Leagues

No comments.

Discussion and Vote: Authorization for the Mayor to Sign Change Order #1 Levi Construction Services

John Hirliman of the Recreation Department advised Levi Construction installed 2 ramps from the street to the sidewalk.

Mayor Kelly advised she will be moving this item to the Consent Agenda.

Discussion and Vote: Approve Payment of Invoice – Levi Construction Services

Mayor Kelly advised she will be moving this item to the Consent Agenda.

Discussion and vote: Approve Payment of Invoice – Spring Electric, Inc.

Mayor Kelly advised she will be moving this item to the Consent Agenda.

Discussion and Vote: Accept Donation from the Hawley Foundation for Camp Saradac Scholarships - \$35,000

No comments.

Discussion and Vote: Waiver of Rental Fee

John Hirliman advised they would like to waive the fee for the Fire Department for the 4 charity games they will be playing.

Discussion and Vote: Authorization for Mayor to Sign Addendum with FitzGerald, Morris, Baker, and Firth to Raise Comp Cap

Mayor Kelly advised they are looking to raise the cap on the agreement from \$23,000 to \$26,500 for eminent domain issues.

Discussion and Vote: Authorization for Mayor to Sign Contract with Hodgson Russ, LLP for Legal Council to Charter Review Commission

Mayor Kelly stated this agreement is for legal counsel for the Charter Commission. The amount is not to exceed \$15,000.

Discussion and Vote: Authorization for Mayor to Sign All Documents Relating to a Sidewalk Easement for 51 Ash St. aka Beekman

Vince DeLeonardis, city attorney, advised this request went through the Real Estate Committee and was unanimously passed.

Discussion and Vote: Authorization for the Mayor to Sign All Documents Relating to a Sidewalk Easement for 20 Lafayette Street

Vince DeLeonardis advised this request went through the Real Estate Committee and passed.

Discussion and Vote: Merit for Review and Referral to City and County Planning Boards – Request for Comprehensive Plan Amendment from Residential Neighborhood – 1 to Equine and Related Facilities

Commissioner Martin asked why they chose that version of the new zoning designation versus suburban residential which is immediately behind this parcel.

Matt Jones, attorney for the applicant stated, per discussion with the City Planning Board, with minor changes in the uses permitted, this would be an easier fit and less problematic long term. This could be project specific.

Commissioner Martin asked how this would be project specific without it being spot zoning.

Matt Jones advised the amendment to the Comprehensive Plan would allow this in the institutional horse related district. A density provision was also put into the Comprehensive Plan.

Discussion and Vote: Merit for Review and Referral to City and County Planning Boards – Request for Zoning Amendment from Rural Residential to Institutional-Horse Related

No comments.

Appointment: Community Development Citizen Advisory Committee

No comments.

Appointment: Saratoga Springs Preservation Foundation

No comments.

ACCOUNTS DEPARTMENT

Appointment: Commissioners of Deeds for Police Department

No comments.

Discussion: Grievance Day Update

No comments

Award of Bid: Lake Avenue Pump Station Sewage Pump Replacement to J Squared Construction Corp.

No comments.

Award of Bid: Orthophosphate to Shannon Chemical Corporation

No comments.

FINANCE DEPARTMENT

Mayor Kelly advised Commissioner Madigan will not be in attendance at the City Council meeting, therefore, she will be reading the motions on behalf of Commissioner Madigan for the following items:

1. Discussion and Vote: Budget Amendment – Payroll
2. Discussion and Vote: Budget Transfers - Payroll

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Accept Donation for Memorial Benches

Commissioner Scirocco advised this is to accept the donation of 2 memorial benches.

Discussion and Vote: Authorization for the Mayor to Sign Contract with J Squared Construction, Inc. for the Lake Avenue Pump Station Upgrade

Tim Wales, city engineer, advised the pump station failed and is in need of replacement.

Commissioner Scirocco added an item to his agenda: Discussion and Vote: Authorization for Mayor to Sign Chemical Contracts.

PUBLIC SAFETY DEPARTMENT

Set Public Hearing: To Amend Chapter 118 of the City Code with respect to Enforcement Powers

Commissioner Martin advised this relates to the code enforcers.

Announcement: Report on the City Gun Buy-Back Program

No comments.

Commissioner Martin advised he is adding an item to his agenda: Set Public Hearing: Regarding Parking Spaces and Traffic on Joseph Street and Empire Way.

SUPERVISORS

Mayor Kelly advised she received an item from Supervisor Gaston – Upcoming County Meetings.

ADJOURN

Mayor Kelly adjourned the meeting at 9:49 a.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:

DRAFT



June 5, 2018

CITY OF SARATOGA SPRINGS

City Council Meeting

City Council Room

7:00 PM

6:30 PM P.H. – Amend Chapter 225 – 4 Way
Stop

6:35 PM P.H. – Amend Chapter 215 –
Taxicabs

6:40 PM P.H. – Amend Chapter 148 – Noise

6:45 PM P.H. – Amend Chapter 225 – Bike
Lane

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION

1. Charter Review Update
2. 2017 Annual Report – Recreation Department

CONSENT AGENDA

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2. Approval of 5/15/18 City Council Meeting Minutes
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10. Approve Warrant – 2018 18JUN1 \$604,421.61
11. Approve Warrant – 2018 18MWJUN1 \$199.98
12. Discussion and Vote: Authorization for the Mayor to Sign Change Order #1 Levi Construction Services
13. Discussion and Vote: Approve Payment of Invoice – Levi Construction Services
14. Discussion and Vote: Approve Payment of Invoice – Spring Electric, Inc.

MAYOR'S DEPARTMENT

1. Announcement: Skate Park Reopening Celebration – Friday, June 8, 2018 4-6 p.m.
2. Announcement: Recreation Master Plan – Survey
3. Announcement: Recreation Programs and Leagues
4. Discussion and Vote: Accept Donation from the Hawley Foundation for Camp Saradac Scholarships - \$35,000
5. Discussion and Vote: Waiver of Rental Fee

6. Discussion and Vote: Authorization for Mayor to Sign Addendum with FitzGerald, Morris, Baker, and Firth to Raise Comp Cap
7. Discussion and vote: Authorization for Mayor to Sign Contract with Hodgson Russ, LLP for Legal Counsel to Charter Review Commission
8. Discussion and Vote: Authorization for the Mayor to Sign All Documents Relating to a Sidewalk Easement for 51 Ahs Street aka Beekman
9. Discussion and Vote: Authorization for the Mayor to Sign All Documents Relating to a Sidewalk Easement for 20 Lafayette Street
10. Discussion and Vote: Merit for Review and Referral to City and County Planning Boards – Request for Comprehensive Plan Amendment from Residential Neighborhood – 1 to Equine and Related Facilities
11. Discussion and Vote: Merit for Review and Referral to City and County Planning Boards – Request for Zoning Amendment from Rural Residential to Institutional-Horse Related
12. Appointment: Community Development Citizen Advisory Committee
13. Appointment: Saratoga Springs Preservation Foundation

ACCOUNTS DEPARTMENT

1. Appointment: Commissioners of Deeds for Police Department
2. Discussion: Grievance Day Update
3. Award of Bid: Lake Avenue Pump Station Sewage Pump Replacement to J Squared Construction Corp.
4. Award of Bid: Orthophosphate to Shannon Chemical Corporation

FINANCE DEPARTMENT

1. Discussion and Vote: Budget Amendment – Payroll
2. Discussion and Vote: Budget Transfers – Payroll

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Accept Donation for Memorial Benches
2. Discussion and Vote: Authorization for the Mayor to Sign Contracts for Chemical Supplies for the Water Treatment Plant
3. Discussion and Vote: Authorization for the Mayor to Sign Contract with J. Squared Construction, Inc. for the Lake Avenue Pump Station Upgrade

PUBLIC SAFETY DEPARTMENT

1. Set Public Hearing: Amend Chapter 225 of the City Code with Respect to Parking on Joseph Street
2. Set Public Hearing: Amend Chapter 118 of the City Code with Respect to Enforcement Powers
3. Announcement: Report on the City Gun Buy-Back Program

SUPERVISORS

Matt Veitch

1. Nothing at this time.

Tara Gaston

1. Upcoming County Meetings

ADJOURN



June 5, 2018

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

PRESENT: Meg Kelly, Mayor
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

EXCUSED: Michele Madigan, Commissioner of Finance

RECORDING OF PROCEEDING

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

PUBLIC HEARINGS

Amend Chapter 225 – 4 Way Stop

Mayor Kelly opened the public hearing at 6:30 p.m.

Commissioner Martin advised this amendment is to place a 4 way stop at the intersection of Washington Street and Walnut Street. Speed is not really an incident here but a lot of accidents occur due to the poor line of sight.

Matt Rhodes of Saratoga Springs stated he lives in this area and has witnessed several accidents and has also seen many near misses.

Bonnie Sellers of Saratoga Springs stated she avoids that area because the sight lines are awful.

Darlene McGraw of Saratoga Springs stated she too avoids that area. She supports this amendment.

Mayor Kelly closed the public hearing at 6:35 p.m.

Amend Chapter 215 – Taxicabs

Mayor Kelly opened the public hearing at 6:35 p.m.

Commissioner Martin stated the City Code was amended to require universal medallions be issued through CDTA. This requirement is being removed as CDTA is not ready to implement this yet.

Darlene McGraw of Saratoga Springs stated having CDTA being able to get a piece of the pie is going to be trouble down the road.

Mayor Kelly closed the public hearing at 6:40 p.m.

Amend Chapter 148 – Noise

Mayor Kelly opened the public hearing at 6:40 p.m.

Commissioner Martin advised this amendment addresses noise in the evenings. A few establishments have been violating the noise ordinance. The ordinance currently allows for 90 decibels for outside establishments until midnight on week nights and 1 am on weekends. They are proposing weekends mean Friday night into Saturday morning and Saturday night into Sunday morning. They also want to lower decibels to 80 during the week days.

Johanna Garrison of Saratoga Springs stated she is in favor of reducing the decibel level in our downtown.

Dan Lynch of Saratoga Springs stated he used to listen to a lot of rock-n-roll and now he wears hearing aids. Reducing the noise level will do justice to the patrons.

Ruby Springnether of Saratoga Springs stated sometimes she can't fall asleep because of the bands playing.

Mayor Kelly closed the public hearing at 6:45 p.m.

Amend Chapter 225 – Bike Lane

Mayor Kelly opened the public hearing at 6:45 p.m.

Mayor Kelly announced 15 minutes has been designated for this topic and will allow as many people to speak as possible during that time period. She asked that people keep their comments to 2 minutes. Anyone can submit statements in writing to the clerk.

Keith Forbes of Saratoga Springs stated he bikes frequently. Lake Avenue is how he gets downtown and is a very narrow area for bikes. A bike line will let cars know bikes are not illegal vehicles on the road.

Caroline Stem of Saratoga Springs stated she agrees with the gentleman before her. People yell at her to get on the sidewalk which is illegal.

Johanna Garrison of Saratoga Springs stated she is a biker and concurs with the 2 previous speakers. The #1 piece of feedback given in surveys is if the streets were safer they would bike more.

Tony of 190 Lake Avenue thanked the Council for adopting a Complete Streets Plan and encouraged them to implement the bike lanes

Resident of 37 Park Place stated she would like to see the City proceed with implementation of this plan.

Bob Littman of Saratoga Springs stated most of his clients are commercial clients. They struggle to bring good quality employees to this area. One reason is due to the recreation; employees look to see if this is a bike friendly area.

Jonathan Segul of 123 Middle Avenue stated he taught at BOCES on Henning Road and would bike to work even in the mild winters. Lake Avenue bike lanes are a good piece to the puzzle.

Jane Kromm, president of St. Clements School stated biking is a great idea but she is concerned about the congestion that is already on Lake Avenue. She read a letter from the pastor of St. Clements (attached).

Todd Shimkus of Saratoga Springs and the President of the Chamber of Commerce stated becoming a more bike friendly city is a goal. They fully support installing bike lanes on Lake Avenue. Every sector in this community is struggling to attract talent. The talent that is willing to come is looking for public transportation and bike-ability.

Bob Turner of Saratoga Springs stated he supports everything Todd Shimkus said. He wants the lanes on Lake Avenue and wants a bike friendly community.

Ed of 180 Circular Street stated he is in support of bike lanes on Lake Avenue and anywhere else. Adding bike lanes will add money to the community.

Harry Moran of Saratoga Springs stated he rode his bike to this meeting. In addition to the safety issue, a lot of this is about changing the culture. All forms of transportation have a place on our roads.

Young resident of Saratoga Springs stated it would be safer to have bike lanes on Lake Avenue because of having a school there.

David Torres of Saratoga Springs stated he is against the bike lane on Route 29 which is a truck route. He sometimes has to go in front of his house to stop traffic to allow women with baby carriages to cross.

Mayor Kelly closed the public hearing at 7:05 p.m.

CALL TO ORDER

Mayor Kelly called the meeting to order at 7:05 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 7:06 p.m.

Bonnie Sellers of Saratoga Springs stated we should take into consideration the state and/or county regarding the bike lane on Lake Avenue. This road being a truck route may play a part in this.

Ben Gleeksman of Saratoga Springs thanked the City and City Council for making the upgrades to the skate park at the east side rec.

Darlene McGraw of Saratoga Springs stated more public transportation should be accessible.

Jason Tepper of 28 Second Street stated he is here to talk about public safety and pedestrian accessibility. He put together a committee for the north side of the area and would like to meet with each member of the Council.

Erin Maciel of Saratoga Springs stated she is here to talk about walk-ability. She is a landscape architect registered in New York State. She has worked with DOT and learned various methods of how to make a city walk-able.

Emma Hanson of 20 fourth street and stated she is here for a Skidmore student that was hit and killed on Halloween. Nothing has changed since that accident. Clinton Street is a corridor for the students.

Mayor Kelly closed the public comment period at 7:16 p.m.

Commissioner Martin responded to Mr. Torres stating he is very concerned if people are passing his home at 40 mph if it is a 15 mph zone. Also, NYS takes the position that Lake Avenue enters into the inner district of the City, it is completely under the control and responsibility of the City.

Commissioner Franck stated bike lanes were installed on North Broadway a few years ago. He has found a huge difference once the bike lanes were installed; it's safer.

PRESENTATION

Charter Review Commission Update

Vince DeLeonardis, city attorney and chair of the Charter Review Commission stated the Commission has met on 3 occasions since the last City Council meeting. They have completed their initial review of the Charter. He provided the following update of items discussed:

- Term limits and salaries
- Role of county supervisors, Civil Service Commission
- Deputy qualifications
- Appointments and the appointment process
- Capital program
- Human Resource administration
- Parks, recreation, and open space
- Internal auditing
- Assessor
- Attorney and legal department
- Text language changes

He and Tony Izzo will be working on a red-lined draft. The next meeting is Wednesday, June 13th at 4 p.m.

2017 Annual Report – Recreation Department

John Hirliman of the Recreation Department presented the 2017 Annual Report. Their mission is to create fun, safe, affordable activities, and to enrich the community's quality of life through outstanding recreation programs, resources, and facilities for all individuals. They focus on programs, facilities, community, and volunteers. Some of their programs are: soccer, youth basketball, tiny basketball, introduction to ice skating, and Camp Saradac. The Recreation Department has over 220 program volunteers.

John advised that overall, they were 5% under budget while revenues exceeded the budget by 4%. (a full copy of the report is attached and filed in the City Clerk's Office)

CONSENT AGENDA

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

1. Approval of 5/14/18 Pre-Agenda Meeting Minutes
2. Approval of 5/15/18 City Council Meeting Minutes
3. Approve Budget Amendments – Regular
4. Approve Budget Transfers – Regular
5. Approve Payroll 5/18/18 \$485,136.34
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7. Approve Payroll 6/1/18 \$513,615.42
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11. Approve Warrant – 2018 18MWJUN1 \$199.98
12. Discussion and Vote: Authorization for the Mayor to Sign Change Order #1 Levi Construction Services
13. Discussion and Vote: Approve Payment of Invoice – Levi Construction Services
14. Discussion and Vote: Approve Payment of Invoice – Spring Electric, Inc.

Ayes – All

MAYOR'S DEPARTMENT

Announcement: Skate Park Reopening Celebration – Friday, June 8, 2018 4-6 p.m.

John Hirliman announced the reopening celebration of the skate park will be held on Friday, June 8th from 4 – 6 p.m.

Announcement: Recreation Master Plan – Survey

John Hirliman announced the online version will be opened up to anyone in the community and the hard copy went to the residents of Saratoga Springs.

Announcement: Recreation Programs and Leagues

John Hirliman announced fall registration for soccer is open. There is still a little room in Camp Saradac and summer programs.

Discussion and Vote: Accept Donation from the Hawley Foundation for Camp Saradac Scholarships - \$35,000 (18-174)

Mayor Kelly moved and Commissioner Franck seconded to accept the donation from the Hawley Foundation.

Ayes - All

Discussion and Vote: Waiver of Rental Fee (18-175)

John Hirliman advised the Saratoga Springs Fire Department/Police Department baseball team is holding 4 charity softball games and are looking for the fee for the use of the field to be waived.

Mayor Kelly moved and Commissioner Martin seconded to approve the waiver of the rental fee.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Addendum with FitzGerald, Morris, Baker, and Firth to Raise Comp Cap (18-176)

Mayor Kelly advised the city attorney is requesting an increase in the existing contract for an eminent domain matter. The cap will increase from \$23,000 to \$26,500.

Mayor Kelly moved and Commissioner Franck seconded to authorize the mayor to sign addendum with FitzGerald, Morris, Baker, and Firth.

Ayes - All

Discussion and vote: Authorization for Mayor to Sign Contract with Hodgson Russ, LLP for Legal Counsel to Charter Review Commission (18-177)

Mayor Kelly advised the amount of the contract is not to exceed \$15,000.

Mayor Kelly moved and Commissioner Franck seconded to authorize the mayor to sign the contract with Hodgson Russ, LLP for legal counsel to the Charter Review Commission.

Ayes - All

Discussion and Vote: Authorization for the Mayor to Sign All Documents Relating to a Sidewalk Easement for 51 Ash Street aka Beekman (18-178)

Mayor Kelly moved and Commissioner Franck seconded to authorize the mayor to sign all documents relating to the sidewalk easement for 51 Ash Street, aka Beekman.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign All Documents Relating to a Sidewalk Easement for 20 Lafayette Street (18-179)

Mayor Kelly moved and Commissioner Franck seconded to authorize the mayor to sign all documents relating to the sidewalk easement for 20 Lafayette Street.

Ayes – All

Discussion and Vote: Merit for Review and Referral to City and County Planning Boards – Request for Comprehensive Plan Amendment from Residential Neighborhood – 1 to Equine and Related Facilities (18-180)

Mayor Kelly moved and Commissioner Scirocco seconded to approve the merit for review and the referral to the City and County Planning Boards for a request for a comprehensive plan amendment for Residential 1 to Equine Related Facilities.

Ayes – All

Discussion and Vote: Merit for Review and Referral to City and County Planning Boards – Request for Zoning Amendment from Rural Residential to Institutional-Horse Related (18-181)

Mayor Kelly moved and Commissioner Franck seconded to approve the merit for review and refer to the City and Council Planning Boards for a request for zoning amendment from Rural Residential to Institutional-Horse Related.

Ayes – All

Appointment: Community Development Citizen Advisory Committee

Mayor Kelly appointed Diane Winter to the Community Development Citizen Advisory Committee.

Appointment: Saratoga Springs Preservation Foundation

Mayor Kelly appointed Sandra Fox to the Saratoga Springs Preservation Foundation.

ACCOUNTS DEPARTMENT

Appointment: Commissioners of Deeds for Police Department

Commissioner Franck appointed the following police officers as commissioners of deeds:

- Nicolle C. Pulcher-Guzek
- Jeffrey R. Hargett
- Caleb R. Bentley
- Steven J. Childs
- Neal A. Wright
- Adam K. Campbell

Discussion: Grievance Day Update

Commissioner Franck announced grievance day was held on Tuesday, May 22nd. There was a total of 41 grievance applications submitted for review to the Board of Assessment Review. The breakdown of the applications submitted is as follows:

- 37 – single family homes
- 0 – condos
- 0 – two family homes
- 3 – commercial properties
- 1 – vacant parcels
- 0 – recreational facility
- 0 – seasonal residence

People who grieved their assessment will be notified of the board's decision in writing - which were mailed on Tuesday, May 29th.

Year	# of Parcels
2004	869
2005	708
2006	130
2007	100
2008	129
2009	139
2010	165
2011	287
2012	182
2013	165
2014	101
2015	80
2016	70
2017	75
2018	41

Award of Bid: Lake Avenue Pump Station Sewage Pump Replacement to J Squared Construction Corp. (18-182)

Commissioner Franck moved and Commissioner Martin seconded to award the bid for the Lake Avenue Pump Station Sewage Pump Replacement to J. Squared Construction Corp for an amount not to exceed \$41,000. They were the lowest qualified bidder.

Funding is in line: H3638122 / 52000 / 1183.

Ayes - All

Award of Bid: Orthophosphate to Shannon Chemical Corporation (18-183)

Commissioner Franck moved and Commissioner Scirocco seconded to award the bid for orthophosphate to Shannon Chemical Corporation for an amount not to exceed \$33,707.52. They were the lowest qualified bidder.

Funding is in line: F3638334 / 54141.

Ayes - All

FINANCE DEPARTMENT

Discussion and Vote: Budget Amendment – Payroll (18-184)

Mayor Kelly moved and Commissioner Franck seconded to approve the budget amendment – payroll as previously distributed with the agenda.

Ayes - All

Discussion and Vote: Budget Transfers – Payroll (18-185)

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

Ayes – All

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Accept Donation for Memorial Benches (18-186)

Commissioner Scirocco advised a memorial bench has been purchased in the amount of \$1,500 in memory of Carl Dana. This bench will be placed on Broadway in front of the Arts Center. Another bench has been purchased in the amount of \$1,500 in memory of Richard C. Phillips. This bench will be placed in Congress Park.

Commissioner Scirocco moved and Commissioner Franck seconded to accept the donation of two benches in the amount of \$1,500 each for the purchase of two decorative benches.

Ayes - All

Discussion and Vote: Authorization for the Mayor to Sign Contracts for Chemical Supplies for the Water Treatment Plant (18-187)

Commissioner Scirocco moved and Commissioner Franck seconded to authorize the mayor to sign contracts with Holland Company, Inc. for \$40,000, Surpass Chemical Company for \$40,000, Univar USA for \$20,000, and Shannon Chemical Corporation for \$40,000 for chemical supplies at the Water Treatment Plant.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign Contract with J. Squared Construction, Inc. for the Lake Avenue Pump Station Upgrade (18-188)

Commissioner Scirocco moved and Commissioner Franck seconded to authorize the mayor to sign a contract with J. Squared Construction, Inc. for the Lake Avenue Pump Station Upgrade Project in the amount of \$41,000.

Ayes - All

PUBLIC SAFETY DEPARTMENT

Set Public Hearing: Amend Chapter 225 of the City Code with Respect to Parking on Joseph Street

Commissioner Martin set a public hearing for Tuesday, June 19, 2018 at 6:50 p.m.

Set Public Hearing: Amend Chapter 118 of the City Code with Respect to Enforcement Powers

Commissioner Martin set a public hearing for Tuesday, June 19, 2018 at 6:45 p.m.

Announcement: Report on the City Gun Buy-Back Program

Commissioner Martin announced the gun buy-back program held this past Saturday was a success. They distributed all gift cards and didn't have enough for all the guns collected.

SUPERVISORS

Matt Veitch

Supervisor Veitch reported the Saratoga County Law Library Board of Trustees met today. They found the statute forces them to have the library in the City of Saratoga Springs so they are looking for another location.

Tara Gaston

Upcoming County Meetings

Supervisor Gaston reported June 6th is a health and social services meeting, June 13th is the Law and Finance meeting followed by the agenda meeting, and June 19th is the full board meeting. All of these meetings are open to the public, however; public comment is not allowed at all of these meetings.

ADJOURNMENT

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

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:

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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 06	151	06/19/2018	061918	061918BARG	BUA 061918BARG	1	2			
1	A111	43911		STATE AID	NYSDEC ZEV GRANT		.00	-16,000.00	-16,000.00	
	A	-11-1-0000-0-43911	-		ESTABLISH GRANT BUDGET NYSDECZ	06/19/2018				
2	A3618584	54756		NYSDEC ZEV GRANT	NYSDECZEV GRANT EXPENSES		.00	16,000.00	16,000.00	
	A	-36-1-8589-4-54756	-		ESTABLISH GRANT BUDGET NYSDECZ	06/19/2018				
3	A053	42230		DPW INTERGOVERNMENTAL CHARGES	GAS REIMBURSEMENT		-212.05	-77.30	-289.35	
	A	-05-3-0000-0-42230	-		APRIL NURSES GAS REIMB	06/19/2018				
4	A3335014	54520		STREETS CS	GAS & OIL		90,212.05	77.30	90,289.35	
	A	-33-3-5010-4-54520	-		APRIL NURSES GAS REIMB	06/19/2018				
5	A103	42726		MISCELLANEOUS LOCAL SOURCES	REIMBURSEMENT LABOR EXPENSE		-2,536.00	-768.00	-3,304.00	
	A	-10-3-0000-0-42726	-		CHILDRENS THEATER DECEMBER	06/19/2018				
6	A3031621	51964		CITY HALL PS	SPECIAL EVENTS		2,553.82	768.00	3,321.82	
	A	-30-3-1620-1-51964	-		CHILDRENS THEATER DECEMBER	06/19/2018				
7	A103	42726		MISCELLANEOUS LOCAL SOURCES	REIMBURSEMENT LABOR EXPENSE		-2,536.00	-60.00	-2,596.00	
	A	-10-3-0000-0-42726	-		SAVOY JUNE 2018	06/19/2018				
8	A3031621	51964		CITY HALL PS	SPECIAL EVENTS		2,553.82	60.00	2,613.82	
	A	-30-3-1620-1-51964	-		SAVOY JUNE 2018	06/19/2018				
9	A094	42651		DPS SALE OF PROP & COMP FOR SALE	SALE OF BIKES & OTHER GOODS		-2,912.50	-17,700.00	-20,612.50	
	A	-09-4-0000-0-42651	-		SOLD AERIAL TRUCK	06/19/2018				
10	A3143314	54610		TRAFFIC CONTROL CS	REPAIRS & MAINTENANCE BUILDING		7,681.74	17,700.00	25,381.74	
	A	-31-4-3310-4-54610	-		SOLD AERIAL TRUCK	06/19/2018				
11	F103	42701		MISCELLANEOUS LOCAL SOURCES	REFUND CURRENT YEAR EXPENSE		-3,717.50	-574.90	-4,292.40	
	F	-10-3-0000-0-42701	-		FIRE HYDRANT DAMAGED	06/19/2018				
12	F3638354	54180		WATER MAINTENANCE CS	OTHER SUPPLIES		88,741.94	574.90	89,316.84	
	F	-36-3-8341-4-54180	-		FIRE HYDRANT DAMAGED	06/19/2018				
13	H012	40511		APPROPRIATED RESERVE	USE OF RESTRICTED FUND BALANCE		.00	-6,436.48	-6,436.48	
	H	-01-2-0000-0-40511	-		TRANSFER PY INTEREST TO DSF PE	06/19/2018				
14	H3429719	59901		CONTINGENCY/TRANSFERS	TRANSFERS TO OTHER FUNDS		.00	6,436.48	6,436.48	
	H	-34-2-9710-9-59901	-		TRANSFER PY INTEREST TO DSF PE	06/19/2018				
15	H103	42701	1183	MISCELLANEOUS LOCAL SOURCES	REFUND CURRENT YEAR EXPENSE		.00	-340.00	-340.00	
	H	-10-3-0000-0-42701	-1183		BID DEPOSITS RECEIVED	06/19/2018				

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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
					LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2018	06	151 06/19/2018	061918	061918BARG	BUA 061918BARG	1	2	
16	H3638122 52000	1183	SEWER PUMPING		CAPITAL PROJECT OUTLAY		754,441.48	340.00
	H -36-3-8120-2-52000	-1183			BID DEPOSITS RECEIVED		06/19/2018	754,781.48
17	A041	42102	MAYOR DEPARTMENTAL INCOME		SITE PLAN ENGINEER REVIEW FEES		-31,000.00	-65,000.00
	A -04-1-0000-0-42102	-			ANTICIPATED SITE PLAN REVIEWS		06/19/2018	-96,000.00
18	A3031444 54725		CITY ENGINEER'S OFFICE CS		SERVICE CONTRACTS ENGINEERING		59,453.81	65,000.00
	A -30-3-1440-4-54725	-			ANTICIPATED SITE PLAN REVIEWS		06/19/2018	124,453.81
					** 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 6	151								
BUA A111-43911	06/19/2018	061918BARG	061918	061918BARG		NYSDEC ZEV GRANT	5		16,000.00
BUA A3618584-54756	06/19/2018	061918BARG	061918	061918BARG		ESTABLISH GRANT BUDGET NYSDECZ	5	16,000.00	
BUA A053-42230	06/19/2018	061918BARG	061918	061918BARG		NYSDECZEV GRANT EXPENSES	5		
BUA A3335014-54520	06/19/2018	061918BARG	061918	061918BARG		ESTABLISH GRANT BUDGET NYSDECZ	5		77.30
BUA A103-42726	06/19/2018	061918BARG	061918	061918BARG		GAS REIMBURSEMENT	5		
BUA A3031621-51964	06/19/2018	061918BARG	061918	061918BARG		APRIL NURSES GAS REIMB	5	77.30	
BUA A103-42726	06/19/2018	061918BARG	061918	061918BARG		GAS & OIL	5		768.00
BUA A3031621-51964	06/19/2018	061918BARG	061918	061918BARG		APRIL NURSES GAS REIMB	5		
BUA A103-42726	06/19/2018	061918BARG	061918	061918BARG		REIMBURSEMENT LABOR EXPENSE	5		
BUA A3031621-51964	06/19/2018	061918BARG	061918	061918BARG		CHILDRENS THEATER DECEMBER	5	768.00	
BUA A094-42651	06/19/2018	061918BARG	061918	061918BARG		SPECIAL EVENTS	5		60.00
BUA A3143314-54610	06/19/2018	061918BARG	061918	061918BARG		CHILDRENS THEATER DECEMBER	5		
BUA F103-42701	06/19/2018	061918BARG	061918	061918BARG		REIMBURSEMENT LABOR EXPENSE	5		
BUA F3638354-54180	06/19/2018	061918BARG	061918	061918BARG		SAVOY JUNE 2018	5	60.00	
BUA H012-40511	06/19/2018	061918BARG	061918	061918BARG		SPECIAL EVENTS	5		17,700.00
BUA H3429719-59901	06/19/2018	061918BARG	061918	061918BARG		SAVOY JUNE 2018	5		
BUA H103-42701-1183	06/19/2018	061918BARG	061918	061918BARG		SALE OF BIKES & OTHER GOODS	5		
BUA H3638122-52000-1183	06/19/2018	061918BARG	061918	061918BARG		SOLD AERIAL TRUCK	5	17,700.00	
BUA A041-42102	06/19/2018	061918BARG	061918	061918BARG		REPAIRS & MAINTENANCE BUILDING	5		574.90
BUA A3031444-54725	06/19/2018	061918BARG	061918	061918BARG		SOLD AERIAL TRUCK	5		
	06/19/2018	061918BARG	061918	061918BARG		REFUND CURRENT YEAR EXPENSE	5		
	06/19/2018	061918BARG	061918	061918BARG		FIRE HYDRANT DAMAGED	5	574.90	
	06/19/2018	061918BARG	061918	061918BARG		OTHER SUPPLIES	5		6,436.48
	06/19/2018	061918BARG	061918	061918BARG		FIRE HYDRANT DAMAGED	5		
	06/19/2018	061918BARG	061918	061918BARG		USE OF RESTRICTED FUND BALANCE	5		
	06/19/2018	061918BARG	061918	061918BARG		TRANSFER PY INTEREST TO DSF PE	5	6,436.48	
	06/19/2018	061918BARG	061918	061918BARG		TRANSFERS TO OTHER FUNDS	5		340.00
	06/19/2018	061918BARG	061918	061918BARG		TRANSFER PY INTEREST TO DSF PE	5		
	06/19/2018	061918BARG	061918	061918BARG		REFUND CURRENT YEAR EXPENSE	5		
	06/19/2018	061918BARG	061918	061918BARG		BID DEPOSITS RECEIVED	5	340.00	
	06/19/2018	061918BARG	061918	061918BARG		CAPITAL PROJECT OUTLAY	5		65,000.00
	06/19/2018	061918BARG	061918	061918BARG		BID DEPOSITS RECEIVED	5		
	06/19/2018	061918BARG	061918	061918BARG		SITE PLAN ENGINEER REVIEW FEES	5		
	06/19/2018	061918BARG	061918	061918BARG		ANTICIPATED SITE PLAN REVIEWS	5	65,000.00	
	06/19/2018	061918BARG	061918	061918BARG		SERVICE CONTRACTS ENGINEERING	5		
	06/19/2018	061918BARG	061918	061918BARG		ANTICIPATED SITE PLAN REVIEWS	5		
								.00	.00
BUA A-2960	06/19/2018	061918BARG	061918	061918BARG		APPROPRIATIONS			99,605.30
BUA F-2960	06/19/2018	061918BARG	061918	061918BARG		APPROPRIATIONS			574.90
BUA H-2960	06/19/2018	061918BARG	061918	061918BARG		APPROPRIATIONS			6,776.48
BUA A-1510	06/19/2018	061918BARG	061918	061918BARG		ESTIMATED REVENUES		99,605.30	

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CITY OF SARATOGA SPRINGS LIVE
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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		
BUA F-1510		06/19/2018	061918BARG	061918	061918BARG		ESTIMATED REVENUES	574.90	
BUA H-1510		06/19/2018	061918BARG	061918	061918BARG		ESTIMATED REVENUES	6,776.48	
		06/19/2018	061918BARG	061918	061918BARG				
							SYSTEM GENERATED ENTRIES TOTAL	106,956.68	106,956.68
							JOURNAL 2018/06/151 TOTAL	106,956.68	106,956.68

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND A-1510 A-2960	2018	6	151	06/19/2018	ESTIMATED REVENUES APPROPRIATIONS	99,605.30	99,605.30
						FUND TOTAL	99,605.30	99,605.30
F	WATER FUND F-1510 F-2960	2018	6	151	06/19/2018	ESTIMATED REVENUES APPROPRIATIONS	574.90	574.90
						FUND TOTAL	574.90	574.90
H	CAPITAL PROJECTS FUND H-1510 H-2960	2018	6	151	06/19/2018	ESTIMATED REVENUES APPROPRIATIONS	6,776.48	6,776.48
						FUND TOTAL	6,776.48	6,776.48

** END OF REPORT - Generated by Christine Gillmett-Brown **

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED		
					LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET ERR	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2018	06	161 06/19/2018	061918	061918BTRG	BUA 061918BTRG	1	1			
1	G3638114	54520		SEWER ADMINSTRAION	CS	GAS & OIL		1,000.00	500.00	1,500.00
	G	-36-3-8110-4-54520	-			GAS EXPENSES	06/19/2018			
2	G3638154	54520		METERS CS		GAS & OIL		500.00	-500.00	.00
	G	-36-3-8150-4-54520	-			GAS EXPENSES	06/19/2018			
3	G3638114	54520		SEWER ADMINSTRAION	CS	GAS & OIL		1,000.00	2,000.00	3,000.00
	G	-36-3-8110-4-54520	-			GAS EXPENSES	06/19/2018			
4	G3638114	54180		SEWER ADMINSTRAION	CS	OTHER SUPPLIES		26,644.34	-2,000.00	24,644.34
	G	-36-3-8110-4-54180	-			GAS EXPENSES	06/19/2018			
5	F3638354	54180		WATER MAINTENANCE	CS	OTHER SUPPLIES		88,741.94	40,000.00	128,741.94
	F	-36-3-8341-4-54180	-			FIRE HYDRANTS	06/19/2018			
6	F3638342	52201		METERS EQ CAP OUTLAY		METERS		124,500.00	-40,000.00	84,500.00
	F	-36-3-8340-2-52201	-			FIRE HYDRANTS	06/19/2018			
** JOURNAL TOTAL								0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: u05

YEAR PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2018 6 161										
BUA G3638114-54520	06/19/2018	061918BTRG	061918	061918BTRG		T GAS & OIL	5		500.00	
BUA G3638154-54520	06/19/2018	061918BTRG	061918	061918BTRG		T GAS EXPENSES	5			500.00
BUA G3638114-54520	06/19/2018	061918BTRG	061918	061918BTRG		T GAS & OIL	5		2,000.00	
BUA G3638114-54180	06/19/2018	061918BTRG	061918	061918BTRG		T GAS EXPENSES	5			2,000.00
BUA F3638354-54180	06/19/2018	061918BTRG	061918	061918BTRG		T OTHER SUPPLIES	5		40,000.00	
BUA F3638342-52201	06/19/2018	061918BTRG	061918	061918BTRG		T FIRE HYDRANTS	5			40,000.00
	06/19/2018	061918BTRG	061918	061918BTRG		T METERS	5			
						T FIRE HYDRANTS				
						JOURNAL 2018/06/161	TOTAL		.00	.00

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

** END OF REPORT - Generated by Christine Gillmett-Brown **

NEW INVOICES

[illegible]

NEW INVOICES

[illegible]

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u101 | 18MWJUN2

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CLERK: u101 BATCH: 2858

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1927	00001 VERIZON	164163 164163		165137	18MWJUN2	62.06	.00	.00		
CASH A	2018/06	INV 06/11/2018	SEP-CHK: N	DISC: .00		F3638334	54670	62.06	1099:	
ACCT 1200	DEPT 3000	DUE 06/13/2018	DESC:5185841803811242							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	164164 164164		165138	18MWJUN2	66.82	.00	.00		
CASH A	2018/06	INV 06/11/2018	SEP-CHK: N	DISC: .00		A3537114	54670	66.82	1099:	
ACCT 1200	DEPT 3000	DUE 06/13/2018	DESC:DPW							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	164165 164165		165139	18MWJUN2	74.48	.00	.00		
CASH A	2018/06	INV 06/11/2018	SEP-CHK: N	DISC: .00		F3638334	54670	74.48	1099:	
ACCT 1200	DEPT 3000	DUE 06/13/2018	DESC:518Q720140071243							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	164166 164166		165140	18MWJUN2	93.18	.00	.00		
CASH A	2018/06	INV 06/11/2018	SEP-CHK: N	DISC: .00		A3031654	54670	93.18	1099:	
ACCT 1200	DEPT 3000	DUE 06/13/2018	DESC:518Q720139070248							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	164167 164167		165141	18MWJUN2	108.58	.00	.00		
CASH A	2018/06	INV 06/11/2018	SEP-CHK: N	DISC: .00		A3638184	54670	108.58	1099:	
ACCT 1200	DEPT 3000	DUE 06/13/2018	DESC:DPW							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	164168 164168		165142	18MWJUN2	118.90	.00	.00		
CASH A	2018/06	INV 06/11/2018	SEP-CHK: N	DISC: .00		A3567174	54670 3000	118.90	1099:	
ACCT 1200	DEPT 3000	DUE 06/13/2018	DESC:5185841274537243							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	164169 164169		165143	18MWJUN2	137.41	.00	.00		
CASH A	2018/06	INV 06/11/2018	SEP-CHK: N	DISC: .00		A3335654	54670	137.41	1099:	
ACCT 1200	DEPT 3000	DUE 06/13/2018	DESC:5185842787871244							
P O BOX 15124	ALBANY NY	12212-5124								

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	164176 980763270		165150	18MWJUN2	1,094.95	.00	.00		
CASH A	2018/06	INV 06/11/2018	SEP-CHK: N	DISC: .00			A3143124 54670	1,094.95	1099:	
ACCT 1200	DEPT 4000	DUE 06/13/2018	DESC:242016471-00001							
P O BOX 408	NEWARK NJ 07101-0408									
1831	00001 VERIZON WIRELESS	164177 9807709309		165151	18MWJUN2	1,473.09	.00	.00		
CASH A	2018/06	INV 06/11/2018	SEP-CHK: N	DISC: .00			A3143124 54670	1,473.09	1099:	
ACCT 1200	DEPT 4000	DUE 06/13/2018	DESC:386851082-00001							
P O BOX 408	NEWARK NJ 07101-0408									
28 APPROVED UNPAID INVOICES				TOTAL		770,885.66				
28 INVOICE(S)				REPORT POST TOTAL		770,885.66				

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2018 06	A3011474	A -30-1-1431-4-54774	- LIFE INSURANCE	4.00	100.00
	A3011478	A -30-1-1431-8-58010	- HOSPITALIZATION	809.60	4,857.60
	A3021694	A -30-2-1681-4-54740	- SERVICE CONTRAC	119.99	6,438.64
	A3031444	A -30-3-1440-4-54670	- PHONES	140.66	740.15
	A3031494	A -30-3-1490-4-54670	- PHONES	108.69	1,508.40
	A3031624	A -30-3-1620-4-54650	- UTILITIES	38.12	29,900.76
	A3031634	A -30-3-1621-4-54650	- UTILITIES	454.22	4,857.96
	A3031654	A -30-3-1623-4-54650	- UTILITIES	472.56	24,048.77
	A3031654	A -30-3-1623-4-54670	- PHONES	268.16	1,430.39
	A3051414	A -30-5-1410-4-54573	- RISK-SAFETY PRO	40.01	31,553.90
	A3051414	A -30-5-1410-4-54671	- PHONES & FAX	111.30	1,256.15
	A3143124	A -31-4-3120-4-54670	- PHONES	3,625.29	23,948.37
	A3143124	A -31-4-3120-4-54740	- SERVICE CONTRAC	74.95	69,464.31
	A3143314	A -31-4-3310-4-54751	- UTILITIES TRAFF	1,047.38	17,832.64
	A3143414	A -31-4-3410-4-54650	- UTILITIES	63.65	15,953.69
	A3143414	A -31-4-3410-4-54670	- PHONES	1,046.81	11,293.25
	A3335014	A -33-3-5010-4-54670	- PHONES	179.35	2,662.80
	A3335184	A -33-3-5182-4-54750	- STREET LIGHTING	33,360.50	264,910.32
	A3335654	A -33-3-5650-4-54650	- UTILITIES	483.80	4,167.32
	A3335654	A -33-3-5650-4-54670	- PHONES	137.41	393.92
	A3416314	A -34-1-6310-4-54650	- UTILITIES	261.28	2,385.80
	A3537114	A -35-3-7110-4-54650	- UTILITIES	1,238.12	33,080.18
	A3537114	A -35-3-7110-4-54670	- PHONES	85.21	64.21
	A3537214	A -35-3-7200-4-54670	- PHONES	33.62	201.70
	A3567144	A -35-6-7140-4-54650 -3000	- UTILITIES	1,735.62	10,275.13
	A3567144	A -35-6-7140-4-54670 -3000	- PHONES	18.39	207.99
	A3567174	A -35-6-7171-4-54670 -3000	- PHONES	118.90	2,340.21
	A3567194	A -35-6-7181-4-54650 -3000	- UTILITIES	503.32	97,642.89
	A3638184	A -36-3-8180-4-54670	- PHONES	108.58	363.16
	A3638194	A -36-3-8185-4-54650	- UTILITIES	298.70	267.71
	A3638194	A -36-3-8185-4-54670	- PHONES	18.39	207.99
	A3719044	A -37-1-9045-4-54774	- LIFE INSURANCE	68.00	576.00
	A3719068	A -37-1-9060-8-58010	- HOSPITALIZATION	27,704.66	206,343.06
	A3719068	A -37-1-9060-8-58013	- HRA ADMINISTRAT	65.45	458.15
	A3729044	A -37-2-9045-4-54774	- LIFE INSURANCE	44.00	300.00
	A3729068	A -37-2-9060-8-58010	- HOSPITALIZATION	21,063.30	132,884.10
	A3729068	A -37-2-9060-8-58013	- HRA ADMINISTRAT	11.90	85.50
	A3739044	A -37-3-9045-4-54774	- LIFE INSUARNE	305.86	1,766.50
	A3739068	A -37-3-9060-8-58010	- HOSPITALIZATION	154,443.01	932,916.67
	A3739068	A -37-3-9060-8-58013	- HRA ADMINISTRAT	404.60	2,969.05
	A3749044	A -37-4-9045-4-54774	- LIFE INSURANCE	336.80	2,389.00
	A3749068	A -37-4-9060-8-58010	- HOSPITALIZATION	398,131.72	2,643,294.63
	A3749068	A -37-4-9060-8-58013	- HRA ADMINISTRAT	785.40	5,360.95
	A3749098	A -37-4-9090-8-58015	- FSA ADMINISTRAT	75.00	575.00
	A3759044	A -37-5-9045-4-54774	- LIFE INSURANCE	32.00	220.00
	A3759068	A -37-5-9060-8-58010	- HOSPITALIZATION	16,751.82	100,440.08
	A3759068	A -37-5-9060-8-58013	- HRA ADMINISTRAT	47.60	333.20
	A3769044	A -37-6-9045-4-54774	- LIFE INSURANCE	24.00	144.00
	A3769044	A -37-6-9045-4-54774 -3000	- LIFE INSURANCE	40.00	288.00
	A3769068	A -37-6-9060-8-58010	- HOSPITALIZATION	8,213.62	49,245.19
	A3769068	A -37-6-9060-8-58010 -3000	- HOSPITALIZATION	15,016.84	101,352.69

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET	
	A3769068	A	-37-6-9060-8-58013 -	HRA ADMINISTRAT	5.95	41.65
	E3577164	E	-35-7-7160-4-54650 -	UTILITIES	935.49	103,168.45
	E3577164	E	-35-7-7160-4-54670 -	PHONES	610.07	4,082.62
	E3577168	E	-35-7-7160-8-58010 -	HOSPITALIZATION	1,234.46	114,337.30
	F3638314	F	-36-3-8310-4-54670 -	PHONES	32.66	1,136.49
	F3638324	F	-36-3-8320-4-54650 -	UTILITIES	1,642.79	35,189.43
	F3638334	F	-36-3-8330-4-54650 -	UTILITIES	21,096.39	315,342.65
	F3638334	F	-36-3-8330-4-54670 -	PHONES	154.93	2,609.88
	F3638344	F	-36-3-8340-4-54670 -	PHONES	18.39	393.00
	F3739044	F	-37-3-9045-4-54774 -	LIFE INSURANCE	73.86	541.82
	F3739068	F	-37-3-9060-8-58010 -	HOSPITALIZATION	34,292.15	216,722.82
	F3739068	F	-37-3-9060-8-58013 -	HRA ADMINISTRAT	47.60	279.65
	G3638124	G	-36-3-8120-4-54650 -	UTILITIES	3,108.85	34,926.60
	G3638124	G	-36-3-8120-4-54670 -	PHONES	21.64	395.23
	G3739044	G	-37-3-9045-4-54774 -	LIFE INSURANCE	45.88	277.96
	G3739068	G	-37-3-9060-8-58010 -	HOSPITALIZATION	16,992.39	100,068.66
REPORT TOTALS				770,885.66		

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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 6 111	API A3011478-58010	06/13/2018 W	18MWJUN2	006950		164149	HOSPITALIZATION 87566		809.60	
API A3719068-58010	06/13/2018 W	18MWJUN2	006950			164149	HOSPITALIZATION 87566		27,704.66	
API A3729068-58010	06/13/2018 W	18MWJUN2	006950			164149	HOSPITALIZATION 87566		21,063.30	
API A3739068-58010	06/13/2018 W	18MWJUN2	006950			164149	HOSPITALIZATION 87566		154,443.01	
API A3749068-58010	06/13/2018 W	18MWJUN2	006950			164149	HOSPITALIZATION 87566		398,131.72	
API A3759068-58010	06/13/2018 W	18MWJUN2	006950			164149	HOSPITALIZATION 87566		16,751.82	
API A3769068-58010	06/13/2018 W	18MWJUN2	006950			164149	HOSPITALIZATION 87566		8,213.62	
API A3769068-58010-3000	06/13/2018 W	18MWJUN2	006950			164149	HOSPITALIZATION 87566		15,016.84	
API E3577168-58010	06/13/2018 W	18MWJUN2	006950			164149	HOSPITALIZATION 87566		1,234.46	
API F3739068-58010	06/13/2018 W	18MWJUN2	006950			164149	HOSPITALIZATION 87566		34,292.15	
API G3739068-58010	06/13/2018 W	18MWJUN2	006950			164149	HOSPITALIZATION 87566		16,992.39	
API A3143124-54670	06/13/2018 W	18MWJUN2	005555			164150	PHONES 229518,553860		999.00	
API A3143124-54670	06/13/2018 W	18MWJUN2	004947			164151	PHONES 1639		58.25	
API E3577164-54670	06/13/2018 W	18MWJUN2	004947			164152	PHONES 5000394		327.08	
API A3031624-54650	06/13/2018 W	18MWJUN2	000319			164153	UTILITIES DPW		38.12	
API A3416314-54650	06/13/2018 W	18MWJUN2	000319			164153	UTILITIES DPW		261.28	
API A3638194-54650	06/13/2018 W	18MWJUN2	000319			164153	UTILITIES DPW		298.70	
API A3031634-54650	06/13/2018 W	18MWJUN2	000319			164153	UTILITIES DPW		454.22	
API A3031654-54650	06/13/2018 W	18MWJUN2	000319			164153	UTILITIES DPW		472.56	
API A3335654-54650	06/13/2018 W	18MWJUN2	000319			164153	UTILITIES DPW		483.80	
API A3567194-54650-3000	06/13/2018 W	18MWJUN2	000319			164153	UTILITIES DPW		503.32	
API G3638124-54650	06/13/2018 W	18MWJUN2	000319			164153	UTILITIES DPW		1,175.99	
API A3537114-54650	06/13/2018 W	18MWJUN2	000319			164153	UTILITIES DPW		1,238.12	
API A3567144-54650-3000							UTILITIES		1,735.62	

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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 G3638124-54650	06/13/2018 W	18MWJUN2	000319		164153	DPW			
	API F3638334-54650	06/13/2018 W	18MWJUN2	000319		164153	UTILITIES		1,932.86	
	API A3335184-54750	06/13/2018 W	18MWJUN2	000319		164153	DPW		21,096.39	
	API F3638324-54650	06/13/2018 W	18MWJUN2	000319		164153	UTILITIES		33,231.35	
	API A3143314-54751	06/13/2018 W	18MWJUN2	000319		164153	DPW		1,642.79	
	API A3143414-54650	06/13/2018 W	18MWJUN2	000319		164154	UTILITIES TRAFFIC LIGHTS		62.93	
	API A3143314-54751	06/13/2018 W	18MWJUN2	000319		164154	DPS		63.65	
	API A3143314-54751	06/13/2018 W	18MWJUN2	000319		164154	UTILITIES TRAFFIC LIGHTS		107.30	
	API A3143314-54751	06/13/2018 W	18MWJUN2	000319		164154	DPS		137.50	
	API A3143314-54751	06/13/2018 W	18MWJUN2	000319		164154	UTILITIES TRAFFIC LIGHTS		148.69	
	API A3143314-54751	06/13/2018 W	18MWJUN2	000319		164154	DPS		178.90	
	API A3143314-54751	06/13/2018 W	18MWJUN2	000319		164154	UTILITIES TRAFFIC LIGHTS		202.29	
	API A3143314-54751	06/13/2018 W	18MWJUN2	000319		164154	DPS		209.77	
	API E3577164-54650	06/13/2018 W	18MWJUN2	000319		164155	UTILITIES		935.49	
	API A3335184-54750	06/13/2018 W	18MWJUN2	000319		164156	CITY CENTER		129.15	
	API A3719068-58013	06/13/2018 W	18MWJUN2	006205		164157	STREET LIGHTING		65.45	
	API A3729068-58013	06/13/2018 W	18MWJUN2	006205		164157	200088734		11.90	
	API A3739068-58013	06/13/2018 W	18MWJUN2	006205		164157	HRA ADMINISTRATIVE FEE		404.60	
	API F3739068-58013	06/13/2018 W	18MWJUN2	006205		164157	5/24/2018		47.60	
	API A3749068-58013	06/13/2018 W	18MWJUN2	006205		164157	HRA ADMINISTRATIVE FEE		785.40	
	API A3759068-58013	06/13/2018 W	18MWJUN2	006205		164157	5/24/2018		47.60	
	API A3769068-58013	06/13/2018 W	18MWJUN2	006205		164157	HRA ADMINISTRATIVE FEE		5.95	
	API A3749098-58015	06/13/2018 W	18MWJUN2	006205		164157	5/24/2018		75.00	
	API A3011474-54774	06/13/2018 W	18MWJUN2	000200		164158	FSA ADMINISTRATIVE FEE		4.00	
	API A3719044-54774	06/13/2018 W	18MWJUN2	000200		164158	LIFE INSURANCE		68.00	
		06/13/2018 W	18MWJUN2	000200		164158	00004037001			

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YEAR PER SRC ACCOUNT	JNL					ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
API A3729044-54774 06/13/2018 W	18MWJUN2	000200		164158		LIFE INSURANCE 00004037001		44.00	
API A3739044-54774 06/13/2018 W	18MWJUN2	000200		164158		LIFE INSUARNCE 00004037001		305.86	
API F3739044-54774 06/13/2018 W	18MWJUN2	000200		164158		LIFE INSURANCE 00004037001		73.86	
API G3739044-54774 06/13/2018 W	18MWJUN2	000200		164158		LIFE INSURANCE 00004037001		45.88	
API A3749044-54774 06/13/2018 W	18MWJUN2	000200		164158		LIFE INSURANCE 00004037001		336.80	
API A3759044-54774 06/13/2018 W	18MWJUN2	000200		164158		LIFE INSURANCE 00004037001		32.00	
API A3769044-54774 06/13/2018 W	18MWJUN2	000200		164158		LIFE INSURANCE 00004037001		24.00	
API A3769044-54774-3000 06/13/2018 W	18MWJUN2	000200		164158		LIFE INSURANCE 00004037001		40.00	
API A3143124-54740 06/13/2018 W	18MWJUN2	001699		164160		SERVICE CONTRACTS - EQUIPMENT 202-866296301-001		74.95	
API A3021694-54740 06/13/2018 W	18MWJUN2	001699		164161		SERVICE CONTRACTS - EQUIPMENT 202-938277101-001		119.99	
API A3537214-54670 06/13/2018 W	18MWJUN2	001927		164162		PHONES 5185812395197241		33.62	
API F3638334-54670 06/13/2018 W	18MWJUN2	001927		164163		PHONES 5185841803811242		62.06	
API A3537114-54670 06/13/2018 W	18MWJUN2	001927		164164		PHONES DPW		66.82	
API F3638334-54670 06/13/2018 W	18MWJUN2	001927		164165		PHONES 518Q720140071243		74.48	
API A3031654-54670 06/13/2018 W	18MWJUN2	001927		164166		PHONES 518Q720139070248		93.18	
API A3638184-54670 06/13/2018 W	18MWJUN2	001927		164167		PHONES DPW		108.58	
API A3567174-54670-3000 06/13/2018 W	18MWJUN2	001927		164168		PHONES 5185841274537243		118.90	
API A3335654-54670 06/13/2018 W	18MWJUN2	001927		164169		PHONES 5185842787871244		137.41	
API A3031654-54670 06/13/2018 W	18MWJUN2	001927		164170		PHONES DPW		142.52	
API A3143414-54670 06/13/2018 W	18MWJUN2	001927		164171		PHONES DPS		229.04	
API A3051414-54671 06/13/2018 W	18MWJUN2	001831		164172		PHONES & FAX ACCOUNTS		60.45	
API A3051414-54671 06/13/2018 W	18MWJUN2	001831		164172		PHONES & FAX ACCOUNTS		50.85	
API A3051414-54573 06/13/2018 W	18MWJUN2	001831		164172		RISK-SAFETY PROGRAMMING ACCOUNTS		40.01	
API E3577164-54670 06/13/2018 W	18MWJUN2	001831		164173		PHONES 480169107-00001		282.99	
API A3031444-54670						PHONES		140.66	

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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 A3031494-54670	06/13/2018 W	18MWJUN2	001831		164174	642000522-00001 PHONES		108.69	
	API A3031654-54670	06/13/2018 W	18MWJUN2	001831		164174	642000522-00001 PHONES		32.46	
	API A3335014-54670	06/13/2018 W	18MWJUN2	001831		164174	642000522-00001 PHONES			36.25
	API A3335014-54670	06/13/2018 W	18MWJUN2	001831		164174	642000522-00001 PHONES		215.60	
	API A3537114-54670	06/13/2018 W	18MWJUN2	001831		164174	642000522-00001 PHONES		18.39	
	API A3567144-54670-3000	06/13/2018 W	18MWJUN2	001831		164174	642000522-00001 PHONES		18.39	
	API A3638194-54670	06/13/2018 W	18MWJUN2	001831		164174	642000522-00001 PHONES		18.39	
	API F3638314-54670	06/13/2018 W	18MWJUN2	001831		164174	642000522-00001 PHONES		32.66	
	API F3638334-54670	06/13/2018 W	18MWJUN2	001831		164174	642000522-00001 PHONES		18.39	
	API F3638344-54670	06/13/2018 W	18MWJUN2	001831		164174	642000522-00001 PHONES		18.39	
	API G3638124-54670	06/13/2018 W	18MWJUN2	001831		164174	642000522-00001 PHONES		21.64	
	API A3143414-54670	06/13/2018 W	18MWJUN2	001831		164175	486851008-0001 PHONES		817.77	
	API A3143124-54670	06/13/2018 W	18MWJUN2	001831		164176	242016471-00001 PHONES		1,094.95	
	API A3143124-54670	06/13/2018 W	18MWJUN2	001831		164177	386851082-00001		1,473.09	
GENERAL LEDGER TOTAL									770,921.91	36.25
	API A-2600	06/13/2018 W	18MWJUN2	B 2858			ACCOUNTS PAYABLE			690,578.11
	API E-2600	06/13/2018 W	18MWJUN2	B 2858			ACCOUNTS PAYABLE			2,780.02
	API F-2600	06/13/2018 W	18MWJUN2	B 2858			ACCOUNTS PAYABLE			57,358.77
	API G-2600	06/13/2018 W	18MWJUN2	B 2858			ACCOUNTS PAYABLE			20,168.76
SYSTEM GENERATED ENTRIES TOTAL									.00	770,885.66
JOURNAL 2018/06/111 TOTAL									770,921.91	770,921.91
2018 6 111	API A-1522						EXPENDITURES		690,578.11	

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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	
06/13/2018	W 18MWJUN2 B 2858								
API E-1522					EXPENDITURES		2,780.02		
06/13/2018	W 18MWJUN2 B 2858								
API F-1522					EXPENDITURES		57,358.77		
06/13/2018	W 18MWJUN2 B 2858								
API G-1522					EXPENDITURES		20,168.76		
06/13/2018	W 18MWJUN2 B 2858								

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2018	6	111	06/13/2018			
	A-1522					EXPENDITURES	690,578.11	
	A-2600					ACCOUNTS PAYABLE		690,578.11
						FUND TOTAL	690,578.11	690,578.11
E	CITY CENTER AUTHORITY	2018	6	111	06/13/2018			
	E-1522					EXPENDITURES	2,780.02	
	E-2600					ACCOUNTS PAYABLE		2,780.02
						FUND TOTAL	2,780.02	2,780.02
F	WATER FUND	2018	6	111	06/13/2018			
	F-1522					EXPENDITURES	57,358.77	
	F-2600					ACCOUNTS PAYABLE		57,358.77
						FUND TOTAL	57,358.77	57,358.77
G	SEWER FUND	2018	6	111	06/13/2018			
	G-1522					EXPENDITURES	20,168.76	
	G-2600					ACCOUNTS PAYABLE		20,168.76
						FUND TOTAL	20,168.76	20,168.76

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

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	171007	001 CASELLA WASTE SERVIC	1.00	0.00	0.00	1.00	9	AS PER BID 2016-34 TIPPING AND TRANS
	171195	001 MATTS SERVICE CENTER	12.00	0.00	12.00	0.00	0	VEHICLES (2) LEASE 2/22/17-2/21/18
	171285	001 CLARK PATTERSON LEE	1.00	0.00	1.00	0.00	0	KAYDEROSS AVE WEST WATER MAIN UPGRAD
	171308	001 FERGUSON WATERWORKS	1.00	0.00	0.00	1.00	9	PER BID 2017-19 CCA 4/18/17
	171412	001 SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00	9	SODIUM HYPOCHLORITE PER IFB 2017-26
	171581	001 UNGERBOECK SYSTEMS I	1.00	0.00	0.00	1.00	9	WEBSITE DESIGN AND SIGNAGE INTEGRATI
	171611	001 AMERICAN RAMP COMPAN	1.00	0.00	1.00	0.00	0	RFP 2017-30 SKATE PARK ASPHALT/ CON
	171648	001 CLARK PATTERSON LEE	1.00	0.00	1.00	0.00	0	EVALUATION OF DOYLE PROPERTY, LAKE A
	171813	001 NETWORKFLEET, INC.	1.00	0.00	0.00	1.00	9	NETWORK FLEET 12 MONTHLY PAYMENTS AN
	171942	001 GAR ASSOCIATES	1.00	0.00	0.00	1.00	9	APPRAISAL SERVICES 12/20/17-12/20/18
	180015	001 SAX-BST, LLP	1.00	0.00	0.00	1.00	8	AUDIT SERVICES CCA 2/7/17
	180021	001 FIBER TECHNOLOGIES N	12.00	0.00	0.00	12.00	8	MONTHLY FIBER LEASE
	180034	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	MICHAEL BUTTERFIELD BOOTS/JACKET NOT
	180041	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	JOEL FLANDERS BOOTS/JACKET NOT TO EX
	180053	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	SHANE RYALL BOOTS/JACKET NOT TO EXCE
	180074	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	MARK ABBATIELLO BOOTS/JACKET NOT TO
	180077	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	DANIEL FARRINGTON BOOTS/JACKET NOT T
	180081	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	ANDREW MEDICK BOOTS/JACKET NOT TO EX
	180095	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	JEROD DELANEY BOOTS/JACKET NOT TO EX
	180098	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	MICHAEL KONKEL BOOTS/JACKET NOT TO E
	180102	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	RALF WHITE BOOTS/JACKET NOT TO EXCEE
	180106	001 RICOH USA, INC	1.00	0.00	0.00	1.00	8	COPIER LEASE
	180122	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	MICHAEL BUTTERFIELD PANTS NOT TO EXC
	180188	001 BARTON & LOGUIDICE	1.00	0.00	0.00	1.00	8	WTP IMPROVEMENTS FOR CORROSION CONTR
	180212	001 COMPLUS DATA INNOVAT	1.00	0.00	0.00	1.00	8	2018 PARKING TICKET MAINTENANCE SYST

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	180220	001 WELLSULPT FOUNDRY L	1.00	0.00	1.00	0.00	0	48" COLUMN CAST IN ALUMINUM W/ORNAME
	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
	180239	001 MATTS SERVICE CENTER	12.00	0.00	0.00	12.00	8	VEHICLE LEASE TWO VEHICLES 2/22/18
	180242	001 TRIUS, INC.	1.00	0.00	1.00	0.00	0	SERVICE BODY FOR #288
	180247	001 B LANN EQUIPMENT CO	1.00	0.00	0.00	1.00	8	SCBA FLOW TESTING AND MISC PARTS NY
	180251	001 SPRING ELECTRIC INC.	1.00	0.00	1.00	0.00	0	INSTALL POWER TO 12 WINCHES FOR BAC
	180278	001 ADIRONDACK SECURITY	1.00	0.00	1.00	0.00	0	DISPATCH PROJECT EMERGENCY RADIO WIR
	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
		001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00		RUBBLE/BLACKTOP SARTAOGA COUNTY 18
	180286	001 MOORE MEDICAL LLC	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES 3/6/18-3
	180288	001 BOUND TREE MEDICAL L	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES 3/6/18-3
	180309	001 MILLER, MANNIX , SCH	1.00	0.00	0.00	1.00	8	2018 LAND USE BOARDS 3/20/18-12/31/
	180310	001 NATIONAL BUSINESS TE	1.00	0.00	0.00	1.00	8	SERVICE AGREEMENT 9 MOS @ \$80.00 =
	180311	001 DEHN'S FLOWERS INC	1.00	0.00	0.00	1.00	8	FLOWERS, BULBS, & MISC. SUUPLIES PE
		001 DEHN'S FLOWERS INC	1.00	0.00	0.00	1.00		FLOWERS, BULBS, & MISC. SUUPLIES PE
		001 DEHN'S FLOWERS INC	1.00	0.00	0.00	1.00		FLOWERS, BULBS, & MISC. SUUPLIES PE
	180334	001 MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00	8	SEWER PUMPING 4/3/18-4/3/19 NOT TO
	180337	001 CORE & MAIN LP	1.00	0.00	1.00	0.00	0	METERS 2018 SOLE SOURCE
	180341	001 STONE INDUSTRIES	1.00	0.00	0.00	1.00	8	PORT-A-JOHNS 2018
	180349	001 GRAINGER	18.00	0.00	18.00	0.00	0	ADA WARNING PAD
	180352	001 TROPHY POINT, LLC	1.00	0.00	1.00	0.00	0	DPW DISPATCH BUILDING CONSTRUCTION C
	180353	001 SARATOGA HISTORIC PR	1.00	0.00	0.00	1.00	8	OFFICE RENT FOR HR OFFICE TILL 12/31
	180371	001 NEW COUNTRY FORD - S	1.00	0.00	1.00	0.00	0	PER RO#350878 FORD F-450
	180372	001 UNIFIRST CORPORATION	1.00	0.00	0.00	1.00	8	MATS, MOPS, AND UNIFORMS PER QUOTE D
		001 UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		MATS, MOPS, AND UNIFORMS PER QUOTE D
	180389	001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00	8	RUBBLE/BLACKTOP SARATOGA COUTNY 18

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
180390	001	MEDCO SUPPLY COMPANY	1.00	0.00	0.00	1.00	0	AS FOLLOWS:
180401	001	POTTERS INDUSTRIES I	200.00	0.00	200.00	0.00	0	BAGS TYPE 1 REFLECTIVE SPHERES 50LB
180402	001	AMCHAR WHOLESALE INC	50.00	0.00	50.00	0.00	0	FX NON MARKING SIMUNITION ROUNDS SI
180418	001	FERGUSON WATERWORKS	1.00	0.00	1.00	0.00	0	WATER MAINT 144 ADAMS ST- CALL AL 5
180419	001	3M CO TDS4744	40.00	0.00	40.00	0.00	0	ROLLS A270ES WHITE STAMARK 12IN X 30
180425	001	ADVANCED ELECTRONIC	1.00	0.00	1.00	0.00	0	COMPUTER MOUNTING BRACKETS FOR FORD
180442	001	NATIONAL INDUSTRIES	100.00	0.00	100.00	0.00	0	NY-492.41 LOW DENSITY CAN LINERS CL
180459	001	SOUTH CENTRAL CONNEC	1.00	0.00	0.00	1.00	8	WATER TREATMENT PLANT LAB TESTING TH

NEW INVOICES

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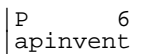
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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2785	00001 ADIRONDACK TIRE	164182 0769376		165156	18JUN2	175.00	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3335014 54510		175.00	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:S1100							
240 WASHINGTON STREET	SARATOGA SPRINGS NY 12866									
7276	00000 ADVANCED ELECTRO	164183 8264511	180425	165157	18JUN2	873.00	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3143022 52230		873.00	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:5/24/18							
344 JOHN DIETSCH BLVD.	NORTH ATTLEBORO MA 02763									
70	00000 ADVANTAGE PRESS	164184 42432		165158	18JUN2	225.00	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3143124 54120		225.00	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:6/8/18							
74 WARREN STREET	SARATOGA SPRINGS NY 12866									
5400	00001 AIRGAS EAST	164185 9953520765		165159	18JUN2	33.85	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3143314 54390		33.85	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:2581569							
P O BOX 802576	CHICAGO IL 60680-2576									
5044	00000 ALL SEASONS TEXT	164186 786062		165160	18JUN2	66.00	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		E3577164 54720		66.00	1099:	
ACCT 1200	DEPT 7000	DUE 06/19/2018	DESC:023980							
9 TAYLOR AVENUE P O BOX 222	CLINTON NY 13323									
33	00002 TRAK EQUIPMENT R	164187 164187		165161	18JUN2	924.35	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3031654 54180		77.99	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:271			A3335014 54530		22.99	1099:	
221 WEST CIRCULAR STREET	SARATOGA SPRINGS NY 12866					A3335014 54530		36.74	1099:	
						A3335014 54530		22.49	1099:	
						A3335014 54530		379.90	1099:	
						A3335014 54530		338.79	1099:	
						F3638354 54180		.99	1099:	
						F3638354 54180		44.46	1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7602	00000 RENEE BRODWIN	164201 164201		165175	18JUN2	50.00	.00	.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			A046 42001	50.00	1099:	
ACCT 1200	DEPT 6000 DUE	06/19/2018	DESC:SOCCER REFUND							
129 LINCOLN AVENUE	SARATOGA SPRINGS NY 12866									
5578	00002 BROWNELLS, INC.	164202 14798447.00		165176	18JUN2	3.95	.00	.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			A3143122 52206	3.95	1099:	
ACCT 1200	DEPT 4000 DUE	06/19/2018	DESC:SHIPPING							
3006 BROWNELLS PARKWAY	GRINNELL IA 50112									
6815	00000 SAX-BST, LLP	164203 352210	180015	165177	18JUN2	18,000.00	.00	18,000.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			A3021314 54720	18,000.00	1099:7	
ACCT 1200	DEPT 2000 DUE	06/19/2018	DESC:773510.0							
26 COMPUTER DRIVE WEST	ALBANY NY 12208									
2121	00001 CANADIAN PACIFIC	164204 2000142567		165178	18JUN2	65.00	.00	.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			F3638324 54650	65.00	1099:	
ACCT 1200	DEPT 3000 DUE	06/19/2018	DESC:1016537							
8293 COLLECTION CENTER DRIVE	CHICAGO IL 60693-0082									
819	00006 NYSBOC CAPITAL D	164205 NY0349325-0618		165179	18JUN2	50.00	.00	.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			A3113624 54250	50.00	1099:	
ACCT 1200	DEPT 1000 DUE	06/19/2018	DESC:DUANE MILLER							
11 HERBERT DRIVE ATTN: ANDREW FULLER	LATHAM NY 12110									
139	00001 CAPITOL DISTRICT	164206 164206		165180	18JUN2	738.55	.00	.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			A3031624 54610	25.22	1099:	
ACCT 1200	DEPT 3000 DUE	06/19/2018	DESC:3691				A3031644 54612	489.52	1099:	
252 WASHINGTON STREET	SARATOGA SPRINGS NY 12866						A3537114 54610	128.18	1099:	
							A3567144 54610	63.95	1099:	
							F3638344 54330	14.44	1099:	
							F3638344 54330	17.24	1099:	
417	00001 CASELLA WASTE SE	164207 1973760	171007	165181	18JUN2	1,113.00	.00	8,605.38		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			A3638184 54521	1,113.00	1099:	
ACCT 1200	DEPT 3000 DUE	06/19/2018	DESC:28-34321 0							

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
P.O. BOX 1372 WILLISTON VT 05495-1372											
129	00000 CATHOLIC CHARITI	164208 164208		165182	18JUN2	557.92		.00	.00		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 Y3618654 54931 439 557.92 1099:											
ACCT 1200 DEPT 1000 DUE 06/19/2018 DESC:2017 CDBG											
142 REGENT STREET SARATOGA SPRINGS NY 12866											
3776	00000 CHESHIRE HORSE O	164209 164408		165183	18JUN2	13.90		.00	.00		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 A3143124 54979 13.90 1099:											
ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:567877											
402 GEYSER ROAD SARATOGA SPRINGS NY 12866											
7207	00001 CLARK PATTERSON	164210 55413	171648	165184	18JUN2	2,100.00		.00	.00		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 H3146952 52000 1185 2,100.00 1099:											
ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:13732.03											
30 CENTURY HILL DR., SUITE 104 LATHAM NY 12110											
7207	00001 CLARK PATTERSON	164211 56175	171285	165185	18JUN2	3,800.00		.00	.00		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 H3638332 52000 1167 3,800.00 1099:											
ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:13732.02											
30 CENTURY HILL DR., SUITE 104 LATHAM NY 12110											
4904	00001 CLASS C SOLUTION	164212 2093225001		165186	18JUN2	1,054.89		.00	.00		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 A3335014 54510 1,054.89 1099:											
ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:287902-0001											
BOX 78845 MILWAUKEE IL 53278-8845											
5027	00000 COMPLUS DATA INN	164213 INV037865	180212	165187	18JUN2	5,695.11		.00	35,123.65		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 A3143014 54802 5,695.11 1099:											
ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:5/31/2018											
120 WHITE PLAINS ROAD TARRYTOWN NY 10591											
4200	00001 CONCORD POOLS LT	164214 40024		165188	18JUN2	806.00		.00	.00		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 A3537114 54610 806.00 1099:											
ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:5873550											
156 SPARROWBUSH ROAD LATHAM NY 12110											

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4200	00001 CONCORD POOLS LT	164215 40184,40013		165189	18JUN2	1,058.50		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3537114 54180			21.50	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:40086			A3537114 54330			1,000.00	1099:	
156 SPARROWBUSH ROAD	LATHAM NY 12110					A3537114 54610			37.00	1099:	
7563	00000 LINDSEY CONNORS	164216 164216		165190	18JUN2	35.86		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		Y3618684 54220 451			35.86	1099:	
ACCT 1200	DEPT 1000	DUE 06/19/2018	DESC:MILEAGE								
PAYROLL											
7682	00000 CORE & MAIN LP	164218 I696219	180337	165192	18JUN2	13,814.18		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		F3638342 52201			13,814.18	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:205549								
PO BOX 28330	ST. LOUIS MO 63146										
3203	00001 CRYSTAL ROCK LLC	164219 164219		165193	18JUN2	13.47		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3011214 54110			13.47	1099:	
ACCT 1200	DEPT 1000	DUE 06/19/2018	DESC:51284316								
P O BOX 10028	WATERBURY CT 06725-0028										
3203	00001 CRYSTAL ROCK LLC	164220 164220		165194	18JUN2	26.94		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3021314 54110			26.94	1099:	
ACCT 1200	DEPT 2000	DUE 06/19/2018	DESC:51284318								
P O BOX 10028	WATERBURY CT 06725-0028										
3203	00001 CRYSTAL ROCK LLC	164221 164221		165195	18JUN2	35.92		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3051414 54110			35.92	1099:	
ACCT 1200	DEPT 5000	DUE 06/19/2018	DESC:51284317								
P O BOX 10028	WATERBURY CT 06725-0028										
3203	00001 CRYSTAL ROCK LLC	164222 164222		165196	18JUN2	40.41		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3031444 54110			10.11	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:51284315			A3113624 54110			10.10	1099:	
P O BOX 10028	WATERBURY CT 06725-0028					A3618684 54110			10.10	1099:	
						Y3618684 54110 451			10.10	1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
5903	00000 EVIDENT, INC	164236 131613A		165210	18JUN2	182.27		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3143124	54110		182.27	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:9745								
739 BROOKS MILL ROAD UNION HALL VA 24176											
3084	00001 F W WEBB COMPANY	164237 58837484		165211	18JUN2	78.31		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3537114	54610		78.31	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:57289								
160 MIDDLESEX TURNPIKE BEDFORD MA 01730											
5084	00001 FERGUSON WATERWO	164238 0809631-1		165212	18JUN2	608.48		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		F3638354	54180		608.48	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:14480								
P.O. BOX 417592 BOSTON MA 02241-7592											
5084	00000 FERGUSON WATERWO	164239 164239	171308	165213	18JUN2	1,661.79		.00	1,080.96		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		F3638354	54180		1,661.79	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:14480								
612 PIERCE ROAD CLIFTON PARK NY 12065-1311											
5084	00001 FERGUSON WATERWO	164240 0818545	180418	165214	18JUN2	3,131.95		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		F3638354	54180		3,131.95	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:14480								
P.O. BOX 417592 BOSTON MA 02241-7592											
7664	00000 CARRIE FERRIN	164244 164244		165218	18JUN2	40.00		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A046	42051		40.00	1099:	
ACCT 1200	DEPT 6000	DUE 06/19/2018	DESC:REFUND HORSEAROUND								
506 EAST 3RD STREET S. BOSTON MA 02127											
1	00001 COMMISSIONER OF	164246 164246		165220	18JUN2	4,643.00		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: Y	DISC: .00		E3577184	54723		4,643.00	1099:	
ACCT 1200	DEPT 7000	DUE 06/19/2018	DESC:4/12/18								
CITY HALL - 474 BROADWAY SARATOGA SPRINGS NY 12866											

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5340	00000 CHARLES FISCHER	164247 164247		165221	18JUN2	53.99	.00	.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			A3143124 54160	53.99	1099:	
ACCT 1200	DEPT 4000 DUE	06/19/2018	DESC:CLOTHING REIMB							
S S P D	SARATOGA SPRINGS NY	12866								
5148	00000 PAUL A FREDERICK	164249 164249		165223	18JUN2	1,110.00	.00	.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			Y3618664 54951 398	1,110.00	1099:7	
ACCT 1200	DEPT 1000 DUE	06/19/2018	DESC:5/16/18							
2825	STATE HWY 10 JOHNSTOWN NY	12095								
5577	00000 GAR ASSOCIATES	164250 1009579	171942	165224	18JUN2	6,000.00	.00	12,600.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			A3051354 54721	6,000.00	1099:	
ACCT 1200	DEPT 5000 DUE	06/19/2018	DESC:1009581							
2399	SWEET HOME ROAD AMHERST NY	14228								
376	00001 GAZETTE NEWSPAPE	164251 2340638		165225	18JUN2	86.64	.00	.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			V3719714 54720	86.64	1099:	
ACCT 1200	DEPT 2000 DUE	06/19/2018	DESC:90122							
P O BOX 1090	2345 MAXON ROAD SCHENECTADY NY	12301-1090								
376	00001 GAZETTE NEWSPAPE	164252 164252		165226	18JUN2	138.13	.00	.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			A3051414 54490	138.13	1099:	
ACCT 1200	DEPT 5000 DUE	06/19/2018	DESC:90122							
P O BOX 1090	2345 MAXON ROAD SCHENECTADY NY	12301-1090								
376	00001 GAZETTE NEWSPAPE	164253 164253		165227	18JUN2	276.26	.00	.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			A3051414 54490	276.26	1099:	
ACCT 1200	DEPT 5000 DUE	06/19/2018	DESC:90122							
P O BOX 1090	2345 MAXON ROAD SCHENECTADY NY	12301-1090								
7119	00000 GH BERLIN WINDWA	164254 6178669		165228	18JUN2	827.75	.00	.00		
CASH A	2018/06 INV	06/13/2018	SEP-CHK: N	DISC: .00			A3143124 54510	827.75	1099:	
ACCT 1200	DEPT 4000 DUE	06/19/2018	DESC:F758							
42	RUMSEY ROAD EAST HARTFORD CT	06108								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
189	00001 GRAINGER	164260 164260		165234	18JUN2	1,189.59	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3031494 54110		90.17	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:8000013294			A3031594 54610		86.80	1099:	
DEPT 800013294	PALATINE IL 60038-0001					A3335184 54750		438.65	1099:	
						A3537114 54180		433.97	1099:	
						A3638184 54180		70.40	1099:	
						F3638334 54180		69.60	1099:	
189	00001 GRAINGER	164261 9785511933		165235	18JUN2	1,264.20	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3335014 54180		1,264.20	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:800013294							
DEPT 800013294	PALATINE IL 60038-0001									
189	00001 GRAINGER	164262 9777292427		165236	18JUN2	1,446.40	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3031654 54180		1,446.40	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:800013294							
DEPT 800013294	PALATINE IL 60038-0001									
189	00001 GRAINGER	164263 9769688731	180349	165237	18JUN2	3,792.60	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3335014 54180		3,792.60	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:800013294							
DEPT 800013294	PALATINE IL 60038-0001									
191	00000 GRASSLAND EQUIPM	164264 1201268		165238	18JUN2	49.78	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3567144 54140 3000		49.78	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:48300							
892-898 TROY	SCHENECTADY ROAD LATHAM NY 12110									
193	00000 GREENRIDGE CEMET	164265 164265		165239	18JUN2	13,125.00	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3638814 54720		13,125.00	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:JULY 2018							
17 GREENRIDGE PLACE	SARATOGA SPRINGS NY 12866									
7674	00000 DAVID HANCOCK	164266 164266		165240	18JUN2	25.00	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A046 42001		25.00	1099:	
ACCT 1200	DEPT 6000	DUE 06/19/2018	DESC:SOCCER REFUND							

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
36 DOTEN AVE	SARATOGA SPRINGS NY 12866										
6154	00001 CRYSTAL CLEAN LL	164267 15142740		165241	18JUN2	40.00		.00	.00		
CASH A	2018/06 INV 06/13/2018	SEP-CHK: N		DISC: .00		A3335014	54510		40.00	1099:7	
ACCT 1200	DEPT 3000 DUE 06/19/2018	DESC:167151									
13621	COLLECTIONS CENTER DR	CHICAGO IL 60693-0136									
1148	00001 HEWITTS GARDEN C	164268 06-152847		165242	18JUN2	339.91		.00	.00		
CASH A	2018/06 INV 06/13/2018	SEP-CHK: N		DISC: .00		A3567142	52510		339.91	1099:	
ACCT 1200	DEPT 6000 DUE 06/19/2018	DESC:5/24/18									
5	CHARLTON ROAD	SCOTIA NY 12302									
6462	00000 JOHN HIRLIMAN	164269 164269		165243	18JUN2	192.32		.00	.00		
CASH A	2018/06 INV 06/13/2018	SEP-CHK: N		DISC: .00		A3567142	52500		192.32	1099:	
ACCT 1200	DEPT 6000 DUE 06/19/2018	DESC:REIMB SHADE SYSTEM									
PAYROLL	SARATOGA SPRINGS NY 12866										
205	00001 HIRAM HOLLOW REG	164271 681830		165245	18JUN2	50.46		.00	.00		
CASH A	2018/06 INV 06/13/2018	SEP-CHK: N		DISC: .00		A3567194	54180 3000		50.46	1099:	
ACCT 1200	DEPT 3000 DUE 06/19/2018	DESC:90-00047 2									
P.O. BOX 1372	WILLISTON VT 05495-1372										
2439	00006 HOME DEPOT/MAINT	164272 164272		165246	18JUN2	165.42		.00	.00		
CASH A	2018/06 INV 06/13/2018	SEP-CHK: N		DISC: .00		A3335014	54180		34.97	1099:	
ACCT 1200	DEPT 3000 DUE 06/19/2018	DESC:DPW				A3335014	54180		92.67	1099:	
DEPT. 32-2504016258	PO BOX 78047 PHOENIX AZ 85062-8047					A3567144	54610 3000		37.78	1099:	
2439	00006 HOME DEPOT/MAINT	164273 164273		165247	18JUN2	513.78		.00	.00		
CASH A	2018/06 INV 06/13/2018	SEP-CHK: N		DISC: .00		A3335184	54750		112.84	1099:	
ACCT 1200	DEPT 3000 DUE 06/19/2018	DESC:DPW				A3537114	54180		10.91	1099:	
DEPT. 32-2504016258	PO BOX 78047 PHOENIX AZ 85062-8047					A3537114	54180		150.27	1099:	
						A3567144	54180 3000		134.32	1099:	
						A3567184	54610 3000		51.69	1099:	
						A3567194	54610 3000		53.75	1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
2439	00006 HOME DEPOT/MAINT	164274 164274		165248	18JUN2	1,147.59		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3031654	54610		31.58	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:DPW			A3031654	54610		52.91	1099:	
DEPT. 32-2504016258	PO BOX 78047	PHOENIX AZ 85062-8047				A3335014	54180		27.69	1099:	
						A3335014	54180		18.78	1099:	
						A3537114	54610		22.98	1099:	
						A3567144	54180	3000	482.73	1099:	
						A3567144	54180	3000	75.98	1099:	
						A3567184	54610	3000	299.00	1099:	
						F3638334	54180		135.94	1099:	
2439	00006 HOME DEPOT/MAINT	164275 164275		165249	18JUN2	1,267.46		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3031594	54610		13.94	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:DPW			A3031654	54180		47.59	1099:	
DEPT. 32-2504016258	PO BOX 78047	PHOENIX AZ 85062-8047				A3031654	54180		399.00	1099:	
						A3335014	54180		17.25	1099:	
						A3335014	54180		349.91	1099:	
						A3537114	54180		111.80	1099:	
						A3537114	54180		99.00	1099:	
						A3567144	54180	3000	112.98	1099:	
						A3567184	54610	3000	115.99	1099:	
2439	00006 HOME DEPOT/MAINT	164276 164276		165250	18JUN2	1,347.29		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3031654	54180		43.53	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:DPW			A3031654	54180		337.97	1099:	
DEPT. 32-2504016258	PO BOX 78047	PHOENIX AZ 85062-8047				A3335014	54180		123.73	1099:	
						A3537114	54180		69.63	1099:	
						A3537114	54180		106.41	1099:	
						A3567144	54180	3000	285.07	1099:	
						A3567144	54180	3000	274.02	1099:	
						A3567144	54180	3000	106.93	1099:	
2439	00006 HOME DEPOT/MAINT	164277 164277		165251	18JUN2	1,380.77		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3335014	54180		22.47	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:DPW			A3335014	54180		36.69	1099:	
DEPT. 32-2504016258	PO BOX 78047	PHOENIX AZ 85062-8047				A3335014	54180		49.94	1099:	
						A3537114	54610		388.84	1099:	
						A3537114	54610		115.73	1099:	
						A3567142	52300	3000	599.00	1099:	
						A3567144	54610	3000	157.63	1099:	
						G3638124	54610		10.47	1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
290	00001 JOSEPH P MANGION	164292 1-230103		165266	18JUN2	20.90	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143312 52802	20.90	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC: COS1010							
187-189	FOURTH STREET	TROY NY 12180								
290	00001 JOSEPH P MANGION	164293 1-230409		165267	18JUN2	25.30	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143124 54180	25.30	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC: 1-230414							
187-189	FOURTH STREET	TROY NY 12180								
7923	00000 SHANE MARSHALL	164294 164294		165268	18JUN2	207.98	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143124 54160	207.98	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC: CLOTHING REIMB							
SSPD										
7936	00000 WILLIAM CODY MAR	164295 164295		165269	18JUN2	82.00	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143034 54160	82.00	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC: CLOTHING REIMB							
SSPD										
3272	00000 MASTERMANS LLP	164296 1102290803		165270	18JUN2	333.26	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3335014 54180	333.26	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC: 1102296159							
P O BOX 411	AUBURN MA 01501-0411									
792	00001 MEDCO SUPPLY COM	164297 IN90255413	180390	165271	18JUN2	359.28	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3567154 54180	359.28	1099:	
ACCT 1200	DEPT 6000	DUE 06/19/2018	DESC: 200031010							
21773	NETWORK PLACE	CHICAGO IL 60673-1217								
271	00000 MATTS SERVICE CE	164298 A81548		165272	18JUN2	250.00	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143414 54510	250.00	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC: 4/28/18							
300	MAPLE AVENUE	SARATOGA SPRINGS NY 12866								

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VENDOR	REMIT NAME		DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
271	00000 MATT'S SERVICE CE	164299	MR3/21-4/20	171195	165273	18JUN2	475.00		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC:	.00		A3143124	54720		475.00	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:LEASE									
300 MAPLE AVENUE SARATOGA SPRINGS NY 12866												
271	00000 MATT'S SERVICE CE	164300	MR3/21-5/20	180239	165274	18JUN2	950.00		.00	4,750.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC:	.00		A3143124	54720		950.00	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:MR5/21-6/20									
300 MAPLE AVENUE SARATOGA SPRINGS NY 12866												
7929	00000 ED MILLER	164301	187589		165275	18JUN2	65.00		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC:	.00		F3638334	54250		65.00	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:REIMB									
PAYROLL												
4204	00000 MILLER, MANNIX ,	164302	125,82	180309	165276	18JUN2	2,541.00		.00	22,459.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC:	.00		A3618684	54720 8020		2,541.00	1099:7	
ACCT 1200	DEPT 1000	DUE 06/19/2018	DESC:LAND USE BOARDS LEGAL									
HAFNER, LLC 15 WEST NOTRE DAME ST GLENS FALLS NY 12801												
386	00001 SOUTHWORTH-MILTO	164303	164303		165277	18JUN2	73.16		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC:	.00		A3031654	54210		43.98	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:6017550				A3031654	54210		-10.94	1099:	
P O BOX 3851	BOSTON MA 02241-3851						A3335014	54510		40.12	1099:	
4678	00001 MOHAWK ARMY & NA	164304	3-046374	180053	165278	18JUN2	124.99		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC:	.00		A3335014	54160		124.99	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:BOOTS/RVALL									
3057 RT. 50 #2 SARATOGA SPRINGS NY 12866												
4678	00001 MOHAWK ARMY & NA	164305	3-045391	180034	165279	18JUN2	129.99		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC:	.00		A3031654	54160		129.99	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:BOOTS/BUTTERFIELD									
3057 RT. 50 #2 SARATOGA SPRINGS NY 12866												

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6615	00000 MORR-IS-STORED	164313 126757		165287	18JUN2	135.00		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3143124	54720		135.00	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:6/1/18								
210 OLD GICK ROAD SARATOGA SPRINGS NY 12866											
4678	00001 MOHAWK ARMY & NA	164314 3-046614	180122	165288	18JUN2	197.95		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3031654	54160		197.95	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:PANTS/BUTTERFIELD								
3057 RT. 50 #2 SARATOGA SPRINGS NY 12866											
4678	00001 MOHAWK ARMY & NA	164315 3-045394	180098	165289	18JUN2	200.00		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		G3638124	54160		200.00	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:BOOTS/KONKEL								
3057 RT. 50 #2 SARATOGA SPRINGS NY 12866											
7371	00000 DONNA MURPHY	164316 164316		165290	18JUN2	116.63		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: Y	DISC: .00		E3577164	54201		116.63	1099:	
ACCT 1200	DEPT 7000	DUE 06/19/2018	DESC:MILEAGE								
CITY CENTER											
6512	00000 NATIONAL BUSINES	164317 IN243336	180310	165291	18JUN2	70.00		.00	650.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3021314	54720		70.00	1099:	
ACCT 1200	DEPT 2000	DUE 06/19/2018	DESC:CO31								
505 BRADFORD STREET ALBANY NY 12206											
319	00001 NATIONAL GRID	164318 164318		165292	18JUN2	644.25		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3143124	54650		80.97	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:DPS			A3143314	54751		103.40	1099:	
P.O. BOX 4706 SYRACUSE NY 13221-4706											
						A3143314	54751		207.65	1099:	
						A3143314	54751		252.23	1099:	
6523	00001 NATIONAL INDUSTR	164319 2129985	180442	165293	18JUN2	3,784.00		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3335014	54180		2,676.00	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:36795			A3335124	54180		1,108.00	1099:	
NYSPP 136 STATE STREET ALBANY NY 12207											

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
807	00002 NYSDEC	164327 9990000367725		165301	18JUN2	320.00		.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:77522 CHURCH STREET STATION P.O. BOX 3782 NEW YORK NY 10008-3782						A3638184	54720		320.00	1099:
19	00000 ORKIN EXTERMINAT	164328 164328		165302	18JUN2	195.00		.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:2106771 537 QUEENSBURY AVENUE QUEENSBURY NY 12804						A3143124	54720		75.00	1099:
							A3143414	54720		120.00	1099:
19	00000 ORKIN EXTERMINAT	164329 164329		165303	18JUN2	1,083.03		.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:30830534 537 QUEENSBURY AVENUE QUEENSBURY NY 12804						A3031624	54720		350.00	1099:
							A3031624	54720		97.86	1099:
							A3031624	54720		43.80	1099:
							A3031624	54720		96.90	1099:
							A3031654	54610		40.00	1099:
							A3537114	54720		64.60	1099:
							A3537114	54720		65.24	1099:
							A3567174	54720 3000		74.29	1099:
							A3567174	54720 3000		75.03	1099:
							A3567194	54720 3000		88.10	1099:
							A3567194	54720 3000		87.21	1099:
321	00000 OVERHEAD DOOR CO	164330 48558		165304	18JUN2	170.60		.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:4/30/18 P O BOX 834 GLENS FALLS NY 12801						A3143314	54610		170.60	1099:
327	00001 PALLETTE STONE C	164331 186262		165305	18JUN2	107.96		.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:19018 269 BALLARD ROAD WILTON NY 12831						A3537114	54180		45.06	1099:
							G3638114	54180		62.90	1099:
4678	00001 MOHAWK ARMY & NA	164332 3-046669	180074	165306	18JUN2	179.99		.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:BOOTS/ABBATIELLO 3057 RT. 50 #2 SARATOGA SPRINGS NY 12866						A3567144	54160 3000		179.99	1099:

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
327	00001 PALLETTE STONE C	164340 185771		165314	18JUN2	943.63		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3335014	54180		943.63	1099:
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:19018								
269 BALLARD ROAD WILTON NY 12831											
7935	00000 PINK PADDOCK	164342 164342		165316	18JUN2	50.00		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A044	41587		50.00	1099:
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:REIMB RIGHT OF WAY								
358 BROADWAY, STE 101 SARATOGA SPRINGS NY 12866											
3602	00002 PEOPLEFACTS LLC	164343 201850194		165317	18JUN2	16.67		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143124	54720		16.67	1099:7
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:5/1-6/1/18								
PO BOX 740303 LOS ANGELES CA 90074-0303											
6294	00000 PITTSFIELD COMMU	164344 60847	180236	165318	18JUN2	665.00		.00	4,655.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143124	54740		665.00	1099:
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:SARAT,SP								
1502 W HOUSATONIC ST PITTSFIELD MA 01201											
329	00000 POMPA BROTHERS	164345 65102		165319	18JUN2	231.21		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3335014	54100		231.21	1099:
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:222								
5 PETRIFIED GARDENS RD SARATOGA SPRINGS NY 12866											
335	00001 POTTERS INDUSTRI	164346 91159682	180401	165320	18JUN2	2,800.00		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143314	54713		2,800.00	1099:
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:3843								
P O BOX 90414 CHICAGO IL 60696-0414											
3333	00000 ANDREW PRESTIGIA	164347 164347		165321	18JUN2	42.80		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143124	54160		42.80	1099:
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:CLOTHING REIMB								
SSPD SARATOGA SPRINGS NY 12866											

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
125	00000 R H CROWN CO INC	164348 058427		165322	18JUN2	1,470.30		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3335014	54510		1,470.30	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:CITYSAO								
100 NORTH MARKET STREET JOHNSTOWN NY 12095											
7927	00000 RACING RESTAURAN	164349 164349		165323	18JUN2	2,321.25		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3618684	54748 8020		2,321.25	1099:	
ACCT 1200	DEPT 1000	DUE 06/19/2018	DESC:REFUND								
1010 NORTHERN BLVD., STE. 336 GREAT NECK NY 11021											
7302	00001 RICHLAND RESEARC	164350 251669		165324	18JUN2	405.30		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		F3638334	54180		405.30	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:1/16/18								
PO BOX 56100 POATSAL STATION A TORONTO ON M5W4L1											
223	00001 RICOH USA, INC	164351 5053532084		165325	18JUN2	7.28		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3143014	54110		7.28	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:4659857								
P O BOX 827577 PHILADELPHIA PA 19182-7577											
223	00001 RICOH USA, INC	164352 5053596199		165326	18JUN2	9.45		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3143124	54740		9.45	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:4659857								
P O BOX 827577 PHILADELPHIA PA 19182-7577											
223	00001 RICOH USA, INC	164353 5053488795	180106	165327	18JUN2	24.98		.00	1,707.93		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3051414	54740		24.98	1099:	
ACCT 1200	DEPT 5000	DUE 06/19/2018	DESC:4659857								
P O BOX 827577 PHILADELPHIA PA 19182-7577											
223	00001 RICOH USA, INC	164354 5053585653		165328	18JUN2	35.31		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00		A3143124	54740		35.31	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	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	00002 RICOH USA, INC	164355 100630369		165329	18JUN2	244.28		.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:323252-1023244A3 P O BOX 41564 PHILADELPHIA PA 19101-1564						A3143124	54740		244.28	1099:
804	00001 S & S WORLDWIDE	164356 10261440		165330	18JUN2	312.60		.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 6000 DUE 06/19/2018 DESC:11403002 ACCOUNTS RECEIVABLE P O BOX 210 HARTFORD CT 06141-0210						A3567154	54180		312.60	1099:
6851	00000 SARATOGA AUTO SU	164357 164357		165331	18JUN2	1,711.33		.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:4305 3083A RT. 50 SARATOGA SPRINGS NY 12866						A3031654	54210		41.03	1099:
							A3031654	54210		337.81	1099:
							A3031654	54210		35.53	1099:
							A3335014	54180		47.11	1099:
							A3335014	54510		17.81	1099:
							A3335014	54510		500.00	1099:
							A3335014	54510		88.17	1099:
							A3335014	54510		147.83	1099:
							A3335014	54510		45.58	1099:
							A3335014	54510		320.82	1099:
							A3335014	54510		129.64	1099:
6851	00000 SARATOGA AUTO SU	164358 164358		165332	18JUN2	3,406.16		.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:4310 3083A RT. 50 SARATOGA SPRINGS NY 12866						A3143414	54520		24.98	1099:
							A3143414	54510		11.67	1099:
							A3143314	54510		163.04	1099:
							A3143314	54510		45.99	1099:
							A3143314	54510		248.84	1099:
							A3143314	54510		97.63	1099:
							A3143314	54510		35.94	1099:
							A3143314	54510		7.49	1099:
							A3143124	54510		2,770.58	1099:
6943	00000 SARATOGA CLEANER	164359 164359		165333	18JUN2	154.57		.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:SSPD 228 WASHINGTON STREET SARATOGA SPRINGS NY 12866						A3143124	54180		154.57	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
4227	00000 SARATOGA PLAN	164369 164369		165343	18JUN2	10,000.00		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			H3517142	52000 1251	10,000.00	1099:	
ACCT 1200	DEPT 1000	DUE 06/19/2018	DESC:5/24/18								
112 SPRING STREET	SARATOGA SPRINGS NY 12866										
4701	00000 SARATOGA PUBLISH	164370 164370		165344	18JUN2	297.50		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3567154	54600	297.50	1099:	
ACCT 1200	DEPT 6000	DUE 06/19/2018	DESC:2529								
5 CASE STREET	SARATOGA SPRINGS NY 12866										
4701	00000 SARATOGA PUBLISH	164371 164371		165345	18JUN2	1,693.34		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3638194	54600	177.21	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:4783				A3638194	54600	177.21	1099:	
5 CASE STREET	SARATOGA SPRINGS NY 12866						A3638194	54600	177.21	1099:	
							A3638194	54600	177.21	1099:	
							F3638314	54410	196.90	1099:	
							F3638314	54410	196.90	1099:	
							F3638314	54410	590.70	1099:	
371	00002 SARATOGA QUALITY	164372 1712-262105		165346	18JUN2	30.36		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: Y	DISC: .00			E3577164	54140	30.36	1099:	
ACCT 1200	DEPT 7000	DUE 06/19/2018	DESC:413								
BLUETARP CREDIT SERVICES	PO BOX 105525 ATLANTA GA 30348-5525										
371	00002 SARATOGA QUALITY	164373 164373		165347	18JUN2	151.23		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143124	54510	21.96	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:209150				A3143312	52802	8.49	1099:	
BLUETARP CREDIT SERVICES	PO BOX 105525 ATLANTA GA 30348-5525						A3143314	54510	2.00	1099:	
							A3143314	54510	28.26	1099:	
							A3143314	54332	90.52	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
374	00007 SARATOGIAN LLC	164381 1595809-2		165356	18JUN2	220.40	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 2000 DUE 06/19/2018 DESC:19268 PO BOX 780154 PHILADELPHIA PA 19178-0154						A3021364 54420	220.40	1099:	
374	00007 SARATOGIAN LLC	164382 164382		165357	18JUN2	1,904.00	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:17657 PO BOX 780154 PHILADELPHIA PA 19178-0154						A3638194 54600 A3638194 54600 F3638334 54420	160.00 792.00 952.00	1099: 1099: 1099:	
2787	00001 SCHINDLER ELEVAT	164383 8104812467		165358	18JUN2	910.68	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:8104810082 P O BOX 93050 CHICAGO IL 60673-3050						A3031624 54720 A3031644 54720	455.34 455.34	1099: 1099:	
3430	00000 SECURITY PLUMBIN	164384 000780 01		165359	18JUN2	1,176.56	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:00595-023329 PO BOX 1403 DEPT 595 DAYTON OH 45401						A3031634 54610 A3031634 54610	1,258.92 -82.36	1099: 1099:	
6825	00000 SECUREWATCH 24,	164385 A131830		165360	18JUN2	2,200.00	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:10798 ONE PENN PLAZA SUITE 4000 NEW YORK NY 10019						A3143124 54720	2,200.00	1099:	
378	00001 SHERWIN WILLIAMS	164386 9424-1		165361	18JUN2	80.26	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:5/7/18 PO BOX 409991 ATLANTA GA 30384-9991						A3537114 54180	80.26	1099:	
6261	00000 SHERRILL TREE IN	164387 INV-413664		165362	18JUN2	1,201.42	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:CU-10023514 496 GALLIMORE DAIRY RD., STE D GREENSBORO NC 27409						A3335014 54180	1,201.42	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
378	00000 SHERWIN WILLIAMS	164388 2140-4,6388-6		165363	18JUN2	495.66	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:1373-2 226 WASHINGTON STREET SARATOGA SPRINGS NY 12866-5907						A3537114 54610	495.66	1099:	
907	00001 SIEWERT EQUIPMEN	164389 40058862-00		165364	18JUN2	519.46	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:204426 P.O. BOX 824438 PHILADELPHIA PA 19182-4438						G3638124 54331	519.46	1099:	
7309	00000 SITEONE	164390 164390		165365	18JUN2	4,261.08	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:330254 24110 NETWORK PLACE CHICAGO IL 60673						A3335014 54180 A3567144 54680 3000 A3567144 54680 3000 A3567144 54680 3000 A3567144 54680 3000	1,059.50 740.00 1,006.79 918.35 536.44	1099: 1099: 1099: 1099: 1099:	
7939	00000 SOLARCITY CORPOR	164391 164391		165366	18JUN2	125.40	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 1000 DUE 06/19/2018 DESC:OVERPAYMENT PO BOX 670 AMSTERDAM NY 12010						A071 42555	125.40	1099:	
7886	00000 SOLVENTS AND PET	164392 627247		165367	18JUN2	785.00	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:4/30/18 1405 BREWERTON RD. SYRACUSE NY 13208						A3031654 54610	785.00	1099:	
3008	00001 SOURCEMEDIA, LLC	164393 ADV0290307		165368	18JUN2	1,045.00	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 2000 DUE 06/19/2018 DESC:00004444 P O BOX 74008864 CHICAGO IL 60674-8864						V3719714 54720	1,045.00	1099:	
6737	00000 SOUTH CENTRAL CO	164394 164394	180459	165369	18JUN2	980.00	.00	4,170.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:LAB TESTING 90 SARGENT DRIVE ATTN: CASHIER NEW HAVEN CT 06511						F3638334 54720	980.00	1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
739	00000 SPECIAL ASSESSME	164395 164395		165370	18JUN2	30,957.70		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: Y	DISC: .00			A 2630		30,957.70	1099:	
ACCT 1200	DEPT 2000	DUE 06/19/2018	DESC:2ND QTR 2018								
C/O FINANCE DEPARTMENT CITY HALL SARATOGA SPRINGS NY 12866											
7548	00000 SPRING ELECTRIC	164396 329	180251	165371	18JUN2	8,920.00		1,300.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			H3517114	54720 1069	7,620.00	1099:	
ACCT 1200	DEPT 6000	DUE 06/19/2018	DESC:INSTALL WINCHES				H3517114	54720 1069	1,300.00	1099:	
93 BLUE FACTORY RD. AVERILL PARK NY 12018											
407	00000 STANLEY PAPER CO	164397 560575		165372	18JUN2	775.34		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3031624	54140	721.80	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:560628				A3031654	54140	53.54	1099:	
1 TERMINAL STREET ALBANY NY 12206-1014											
2237	00001 STAPLES BUSINESS	164398 164398		165373	18JUN2	258.88		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3021314	54110	59.70	1099:	
ACCT 1200	DEPT 2000	DUE 06/19/2018	DESC:RC1005296				A3021314	54110	199.18	1099:	
PO BOX 70242 PHILADELPHIA PA 19176-0242											
2237	00001 STAPLES BUSINESS	164399 164399		165374	18JUN2	322.15		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143124	54180	59.60	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:1005296				A3143124	54180	86.32	1099:	
PO BOX 70242	PHILADELPHIA PA	19176-0242					A3143124	54180	63.54	1099:	
							A3143414	54110	112.69	1099:	
2237	00001 STAPLES BUSINESS	164401 164401		165376	18JUN2	1,364.40		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143414	54110	83.24	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:RC1005296				A3143414	54110	112.68	1099:	
PO BOX 70242	PHILADELPHIA PA	19176-0242					A3143124	54180	1,168.48	1099:	
502	00001 STERICYCLE, INC	164402 1008341159		165377	18JUN2	624.09		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143414	54150	624.09	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:8000761								
P O BOX 6582 CAROL STREAM IL 60197-6582											

VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
806	00000	STONE INDUSTRIES	164404 164404	180341	165379	18JUN2	1,576.00		.00	2,120.27		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00							A3567144	54720	3000	1,576.00	1099:	
ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:PORT-A-JOHNS												
4305 ROUTE 50 SARATOGA SPRINGS NY 12866												
403	00000	SUNNYSIDE GARDEN	164405 0582		165380	18JUN2	722.89		.00	.00		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00							A3537114	54680		722.89	1099:	
ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:0534												
345A CHURCH STREET SARATOGA SPRINGS NY 12866												
7061	00000	SUPPLY WORKS, IN	164406 164406		165381	18JUN2	282.66		.00	.00		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00							A3143124	54140		282.66	1099:	
ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:712642												
PO BOX 415133 BOSTON MA 02241-5133												
393	00001	SURPASS CHEMICAL	164407 322380	171412	165382	18JUN2	1,003.96		.00	7,416.56		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00							F3638334	54141		1,003.96	1099:	
ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:322426												
1254 BROADWAY ALBANY NY 12204-2623												
420	00000	T & T SALES INC	164408 37485		165383	18JUN2	1,154.96		.00	.00		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00							A3335014	54510		853.89	1099:	
ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:38284							A3335014	54510		150.54	1099:	
411 OLD NISKAYUNA ROAD LATHAM NY 12110							A3335124	54510		150.53	1099:	
1613	00001	TENNANT COMPANY	164410 915438745		165385	18JUN2	929.30		.00	.00		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00							A3335014	54510		929.30	1099:	
ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:4027270												
P O BOX 71414 CHICAGO IL 60694-1414												
965	00000	TEXAS METAL INDU	164411 492012		165386	18JUN2	166.55		.00	.00		
CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00							A3537114	54180		166.55	1099:	
ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:487688												
1331 EAST HWY 80 SUITE 15 MESQUITE TX 75150												

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
269	00001 3M CO TDS4744	164412 164412	180419	165387	18JUN2	11,232.00	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:TDS4744 P O BOX 371227 PITTSBURGH PA 15250-7227						A3143314 54713	11,232.00	1099:	
7001	00001 TIME WARNER CABL	164413 164413		165388	18JUN2	99.99	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:013887001 PO BOX 223085 PITTSBURGH PA 15251-2085						A3143314 54740	99.99	1099:	
7001	00001 TIME WARNER CABL	164414 164414		165389	18JUN2	304.84	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 2000 DUE 06/19/2018 DESC:020946201 PO BOX 223085 PITTSBURGH PA 15251-2085						A3021694 54740	304.84	1099:	
7893	00000 TREE TOP PRODUCT	164415 TP00014621		165390	18JUN2	1,425.00	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:4/27/18 222 E. STATE ST. BATAVIA IL 60510						A3335014 54180	1,425.00	1099:	
7597	00000 TRIUS, INC.	164416 SI047411	180242	165391	18JUN2	6,169.00	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 06/19/2018 DESC:5/14/18 PO BOX 158 BOHEMIA NY 11716						F3638354 54510	6,169.00	1099:	
7895	00000 TROPHY POINT, LL	164417 18-0100A-0029-1	180352	165392	18JUN2	4,860.00	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 5000 DUE 06/19/2018 DESC:DPW GARGAE ESTIMATING 4588 SOUTH PARK AVENUE BLAISDELL NY 14219						A3031964 54779	4,860.00	1099:	
7350	00001 TVC ALBANY, INC.	164418 4152134		165394	18JUN2	1,202.22	.00	.00		
	CASH A 2018/06 INV 06/13/2018 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 06/19/2018 DESC:36454 491 LISBON STREET LEWISTON NY 04240-7418						A3143124 54720	1,202.22	1099:	

NEW INVOICES

			DOCUMENT									
VENDOR	REMIT NAME		INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7007	00000 UNGERBOECK SYSTE	164419		171581	165395	18JUN2	15,006.25		.00	2,350.00		
		70755										
CASH A	2018/06	INV 06/13/2018	SEP-CHK: Y		DISC: .00			E3577164	54870	15,006.25	1099:	
ACCT 1200	DEPT 7000	DUE 06/19/2018	DESC:WEBSITE DESIGN									
PO BOX 78429	ST. LOUIS MO	63178-8429										
3256	00000 UNIFIRST CORPORA	164420			165396	18JUN2	156.75		.00	.00		
		164420										
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N		DISC: .00			A3143124	54720	156.75	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:1290931									
157 TROY SCHENECTADY ROAD	WATERVLIET NY	12189										
3256	00000 UNIFIRST CORPORA	164424		180372	165400	18JUN2	332.33		.00	4,153.57		
		164424										
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N		DISC: .00			A3031654	54160	73.80	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:1269237					A3031654	54210	72.41	1099:	
157 TROY SCHENECTADY ROAD	WATERVLIET NY	12189						A3567174	54180	3000	186.12	1099:
3256	00000 UNIFIRST CORPORA	164426		180372	165402	18JUN2	614.10		.00	4,153.57		
		164426										
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N		DISC: .00			A3031624	54610	121.60	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:MATS, MOPS, UNIFORMS					A3031654	54160	98.40	1099:	
157 TROY SCHENECTADY ROAD	WATERVLIET NY	12189						A3031654	54210	106.02	1099:	
								A3537114	54610	101.96	1099:	
								A3567174	54180	3000	186.12	1099:
7272	00001 US SECURITY ASSO	164427		180225	165403	18JUN2	2,069.77		.00	17,080.74		
		218704										
CASH A	2018/06	INV 06/13/2018	SEP-CHK: Y		DISC: .00			E3577164	54720	2,069.77	1099:	
ACCT 1200	DEPT 7000	DUE 06/19/2018	DESC:2192867									
3 COMPUTER DRIVE WEST	ALBANY NY	12205										
2533	00000 U S POSTMASTER	164428			165404	18JUN2	4,500.00		.00	.00		
		164428										
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N		DISC: .00			F3638314	54120	2,250.00	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:JULY 2018					G3638114	54120	2,250.00	1099:	
NEW KARNER ROAD	ALBANY NY	12288										
1927	00001 VERIZON	164429			165405	18JUN2	27.17		.00	.00		
		164429										
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N		DISC: .00			A3143314	54751	27.17	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:5185837350095247									
P O BOX 15124	ALBANY NY	12212-5124										

NEW INVOICES

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NEW INVOICES

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VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7609	00000	WINDSTREAM	164444 70121009		165420	18JUN2	520.83		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143124	54670		446.43	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:4298323				A3143414	54670		74.40	1099:	
PO BOX 9001013 LOUISVILLE KY 40290-1013												
7934	00000	DANIEL WINTERS	164445 164445		165421	18JUN2	135.00		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3567154	54350		135.00	1099:	
ACCT 1200	DEPT 6000	DUE 06/19/2018	DESC:CAMP REIMB									
9 MEGHAN COURT SARATOGA SPRINGS NY 12866												
1973	00000	WOLBERG ELECTRIC	164446 164446		165422	18JUN2	1,537.73		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3031654	54610		165.00	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:13696				A3335014	54180		207.58	1099:	
35 INDUSTRIAL PARK ROAD P O BOX 6309 ALBANY NY 12206-0309							A3335184	54750		314.90	1099:	
							A3335184	54750		88.44	1099:	
							A3335184	54750		58.63	1099:	
							A3335184	54750		270.48	1099:	
							A3537114	54180		8.34	1099:	
							A3537114	54610		40.45	1099:	
							A3537114	54610		2.16	1099:	
							A3638184	54610		381.75	1099:	
3346	00001	W B MASON CO INC	164447 3000164447		165424	18JUN2	569.54		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3031494	54110		5.69	1099:	
ACCT 1200	DEPT 3000	DUE 06/19/2018	DESC:C1067550				A3031624	54140		17.97	1099:	
P O BOX 981101 BOSTON MA 02298-1101							A3031654	54110		545.88	1099:	
86	00000	B LANN EQUIPMENT	164448 652018-CM4	180247	165425	18JUN2	34.26		.00	374.15		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143414	54330		34.26	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:6/5/18									
P O BOX 997 TROY NY 12180-0997												
7653	00000	BENNETT HAYNES	164449 164449		165426	18JUN2	30.80		.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00			A3143414	54220		30.80	1099:	
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:REISSUE									
SSFD												

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
6578	00000 ANEISHA LISK	164450 164450		165427	18JUN2	49.97	.00	.00		
CASH A	2018/06	INV 06/13/2018	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 4000	DUE 06/19/2018	DESC:REISSUE							
SSPD	SARATOGA SPRINGS NY 12866									
257 APPROVED UNPAID INVOICES				TOTAL		4,097,317.13				
257 INVOICE(S)				REPORT POST TOTAL		4,097,317.13				

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2018 06	A	A	-2630 -	DUE TO OTHER FU	43,708.44 BAL .00
	A	A	-2670 -	DUE TO COUNTY	2,745,516.15 BAL .00
	A044	A	-04-4-0000-0-41587 -	DUMPSTER/RIGHT	50.00 REV .00
	A046	A	-04-6-0000-0-42001 -	RECREATIONAL FE	75.00 REV .00
	A046	A	-04-6-0000-0-42051 -	REC PROG CLINIC	180.00 REV .00
	A071	A	-07-1-0000-0-42555 -	BUILDING PERMIT	125.40 REV .00
	A3011214	A	-30-1-1210-4-54110 -	OFFICE SUPPLIES	13.47 141.54
	A3011424	A	-30-1-1420-4-54760 -	LEGAL	610.00 270.00
	A3011434	A	-30-1-1430-4-54620 -	RENTAL	450.00 .00
	A3021314	A	-30-2-1310-4-54110 -	OFFICE SUPPLIES	381.80 5,571.52
	A3021314	A	-30-2-1310-4-54720 -	SERVICE CONTRAC	18,070.00 529.11
	A3021364	A	-30-2-1362-4-54420 -	ADVERTISING	396.72 3,147.85
	A3021694	A	-30-2-1681-4-54670 -	PHONES	28.35 741.57
	A3021694	A	-30-2-1681-4-54740 -	SERVICE CONTRAC	3,329.08 6,133.80
	A3031444	A	-30-3-1440-4-54110 -	OFFICE SUPPLIES	10.11 680.52
	A3031444	A	-30-3-1440-4-54230 -	DUES	373.00 406.00
	A3031444	A	-30-3-1440-4-54520 -	GAS & OIL	357.63 194.13
	A3031494	A	-30-3-1490-4-54110 -	OFFICE SUPPLIES	151.93 1,061.61
	A3031494	A	-30-3-1490-4-54740 -	SERVICE CONTRAC	28.73 398.73
	A3031594	A	-30-3-1590-4-54610 -	REPAIRS & MAINT	100.74 1,419.08
	A3031624	A	-30-3-1620-4-54140 -	JANITORIAL SUPP	995.17 4,150.02
	A3031624	A	-30-3-1620-4-54610 -	REPAIRS & MAINT	292.32 19,588.74
	A3031624	A	-30-3-1620-4-54720 -	SERVICE CONTRAC	1,043.90 11,617.03
	A3031634	A	-30-3-1621-4-54610 -	REPAIRS & MAINT	1,243.56 2,115.14
	A3031644	A	-30-3-1622-4-54612 -	REPAIRS & MAINT	489.52 3,174.38
	A3031644	A	-30-3-1622-4-54720 -	SERVICE CONTRAC	455.34 1,544.66
	A3031654	A	-30-3-1623-4-54110 -	OFFICE SUPPLIES	545.88 112.54
	A3031654	A	-30-3-1623-4-54140 -	JANITORIAL SUPP	53.54 498.35
	A3031654	A	-30-3-1623-4-54160 -	UNIFORMS	645.13 1,591.49
	A3031654	A	-30-3-1623-4-54180 -	OTHER SUPPLIES	2,352.48 947.22
	A3031654	A	-30-3-1623-4-54210 -	GARAGE SUPPLIES	625.84 20.53
	A3031654	A	-30-3-1623-4-54610 -	REPAIRS & MAINT	2,162.01 785.55
	A3031964	A	-30-3-1932-4-54779 -	PROPERTY LOSS C	4,860.00 305,669.01
	A3051354	A	-30-5-1355-4-54520 -	GAS & OIL	10.58 149.33
	A3051354	A	-30-5-1355-4-54721 -	SERVIEC CONTRAC	6,000.00 14,750.00
	A3051414	A	-30-5-1410-4-54110 -	OFFICE SUPPLIES	35.92 3,190.41
	A3051414	A	-30-5-1410-4-54490 -	GENERAL ADVERTI	698.24 4,651.49
	A3051414	A	-30-5-1410-4-54740 -	SERVICE CONTRAC	24.98 801.67
	A3113624	A	-31-1-3620-4-54110 -	OFFICE SUPPLIES	10.10 1,124.15
	A3113624	A	-31-1-3620-4-54250 -	CONFERENCE REGI	50.00 721.00
	A3113624	A	-31-1-3620-4-54520 -	GAS & OIL	127.01 453.63
	A3143014	A	-31-4-3010-4-54110 -	OFFICE SUPPLIES	107.18 653.87
	A3143014	A	-31-4-3010-4-54802 -	COMPLUS PARK TI	5,695.11 24,000.00
	A3143022	A	-31-4-3020-2-52230 -	HARDWARE	873.00 5,366.77
	A3143024	A	-31-4-3020-4-54720 -	SERVICE CONTRAC	2,990.40 577.85
	A3143034	A	-31-4-3021-4-54160 -	UNIFORMS	131.97 6,068.25
	A3143122	A	-31-4-3120-2-52206 -	WEAPONS	3.95 9,881.37
	A3143124	A	-31-4-3120-4-54110 -	OFFICE SUPPLIES	349.10 954.69
	A3143124	A	-31-4-3120-4-54120 -	POSTAGE	225.00 1,264.91
	A3143124	A	-31-4-3120-4-54140 -	JANITORIAL SUPP	282.66 1,452.21
	A3143124	A	-31-4-3120-4-54160 -	UNIFORMS	538.76 56,758.09

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET	
		A3143124 A	-31-4-3120-4-54180 -	OTHER SUPPLIES	1,557.81	8,626.51
		A3143124 A	-31-4-3120-4-54189 -	AMMUNITION	1,448.50	6,504.78
		A3143124 A	-31-4-3120-4-54510 -	REPAIRS & MAINT	3,870.29	36,644.40
		A3143124 A	-31-4-3120-4-54520 -	GAS & OIL	8,062.81	37,516.42
		A3143124 A	-31-4-3120-4-54610 -	REPAIRS & MAINT	172.00	3,149.70
		A3143124 A	-31-4-3120-4-54650 -	UTILITIES	80.97	858.39
		A3143124 A	-31-4-3120-4-54670 -	PHONES	902.53	23,045.84
		A3143124 A	-31-4-3120-4-54720 -	SERVICE CONTRAC	5,210.64	47,891.61
		A3143124 A	-31-4-3120-4-54740 -	SERVICE CONTRAC	8,146.84	61,982.47
		A3143124 A	-31-4-3120-4-54850 -	MEALS PRISONERS	204.40	1,059.08
		A3143124 A	-31-4-3120-4-54971 -	TUITION REIMBUR	860.00	12,439.01
		A3143124 A	-31-4-3120-4-54979 -	HORSE CARE	13.90	4,379.18
		A3143312 A	-31-4-3310-2-52802 -	TOOLS & EQUIPME	29.39	7,190.90
		A3143314 A	-31-4-3310-4-54332 -	MATERIALS & REP	90.52	32,916.98
		A3143314 A	-31-4-3310-4-54390 -	MAINTENANCE SUP	176.42	4,969.68
		A3143314 A	-31-4-3310-4-54510 -	REPAIRS & MAINT	629.19	3,919.73
		A3143314 A	-31-4-3310-4-54610 -	REPAIRS & MAINT	170.60	877.37
		A3143314 A	-31-4-3310-4-54713 -	PAVEMENT MARKIN	14,032.00	25,513.55
		A3143314 A	-31-4-3310-4-54740 -	SERVICE CONTRAC	99.99	567.66
		A3143314 A	-31-4-3310-4-54751 -	UTILITIES TRAFF	590.45	17,242.19
		A3143324 A	-31-4-3320-4-54160 -	UNIFORMS	71.99	1,506.13
		A3143414 A	-31-4-3410-4-54110 -	OFFICE SUPPLIES	395.13	2,024.86
		A3143414 A	-31-4-3410-4-54150 -	EMS SUPPLIES	1,794.76	9,143.77
		A3143414 A	-31-4-3410-4-54200 -	HOUSE SUPPLIES	152.66	4,115.27
		A3143414 A	-31-4-3410-4-54220 -	TRAVEL	30.80	364.11
		A3143414 A	-31-4-3410-4-54330 -	REPAIRS & MAINT	128.30	3,896.07
		A3143414 A	-31-4-3410-4-54510 -	REPAIRS & MAINT	398.50	28,749.12
		A3143414 A	-31-4-3410-4-54520 -	GAS & OIL	2,565.27	8,106.22
		A3143414 A	-31-4-3410-4-54610 -	REPAIRS & MAINT	886.19	9,194.49
		A3143414 A	-31-4-3410-4-54670 -	PHONES	74.40	11,218.85
		A3143414 A	-31-4-3410-4-54720 -	SERVICE CONTRAC	120.00	14,437.00
		A3143624 A	-31-4-3620-4-54570 -	TRAINING	50.00	938.75
		A3335014 A	-33-3-5010-4-54100 -	RUBBLE BLACKTOP	3,041.32	9,768.79
		A3335014 A	-33-3-5010-4-54160 -	UNIFORMS	264.98	7,165.55
		A3335014 A	-33-3-5010-4-54180 -	OTHER SUPPLIES	16,201.63	10,737.01
		A3335014 A	-33-3-5010-4-54184 -	FLOWERS	9,085.50	4,840.91
		A3335014 A	-33-3-5010-4-54320 -	TOOLS	240.40	938.56
		A3335014 A	-33-3-5010-4-54510 -	REPAIRS & MAINT	11,416.80	50,623.11
		A3335014 A	-33-3-5010-4-54520 -	GAS & OIL	4,316.40	49,034.64
		A3335014 A	-33-3-5010-4-54530 -	EQUIPMENT & VEH	2,034.11	1,965.89
		A3335014 A	-33-3-5010-4-54740 -	SERVICE CONTRAC	1,948.78	.00
		A3335014 A	-33-3-5010-4-54960 -	STREET SIGNS	281.50	4,718.50
		A3335124 A	-33-3-5111-4-54180 -	OTHER SUPPLIES	1,108.00	.00
		A3335124 A	-33-3-5111-4-54510 -	REPAIRS & MAINT	150.53	30,868.27
		A3335124 A	-33-3-5111-4-54520 -	GAS & OIL	2,733.33	8,006.62
		A3335134 A	-33-3-5112-4-54100 -	RUBBLE BLACKTOP	44,232.27	277,953.09
		A3335184 A	-33-3-5182-4-54750 -	STREET LIGHTING	2,792.75	262,117.57
		A3517514 A	-35-1-7510-4-54740 -	SERVICE CONTRAC	45.00	270.00
		A3537114 A	-35-3-7110-4-54180 -	OTHER SUPPLIES	3,721.14	1,322.61
		A3537114 A	-35-3-7110-4-54330 -	REPAIRS & MAINT	1,000.00	1,925.00
		A3537114 A	-35-3-7110-4-54610 -	REPAIRS & MAINT	6,139.38	4,779.21

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET	
	A3537114	A	-35-3-7110-4-54680 -	LANDSCAPING	722.89	2,778.11
	A3537114	A	-35-3-7110-4-54720 -	SERVICE CONTRAC	129.84	13,816.08
	A3537214	A	-35-3-7200-4-54180 -	OTHER SUPPLIES	51.27	2,448.73
	A3537214	A	-35-3-7200-4-54610 -	REPAIRS & MAINT	38.50	4,669.00
	A3567142	A	-35-6-7140-2-52300 -3000	MISCELLANEOUS E	599.00	11,401.00
	A3567142	A	-35-6-7140-2-52500 -	SPORTS EQUIPMEN	192.32	1,807.68
	A3567142	A	-35-6-7140-2-52510 -	RECREATION EQUI	339.91	1,560.09
	A3567144	A	-35-6-7140-4-54140 -3000	JANITORIAL SUPP	49.78	458.65
	A3567144	A	-35-6-7140-4-54160 -3000	UNIFORMS	309.98	796.57
	A3567144	A	-35-6-7140-4-54180 -3000	OTHER SUPPLIES	1,472.03	4,232.68
	A3567144	A	-35-6-7140-4-54510 -3000	REPAIRS & MAINT	463.08	4,710.99
	A3567144	A	-35-6-7140-4-54520 -3000	GAS & OIL	1,393.65	4,763.06
	A3567144	A	-35-6-7140-4-54610 -3000	REPAIRS & MAINT	271.71	1,873.34
	A3567144	A	-35-6-7140-4-54680 -3000	LANDSCAPING	3,201.58	2,526.16
	A3567144	A	-35-6-7140-4-54720 -3000	SERVICE CONTRAC	1,576.00	6,299.43
	A3567154	A	-35-6-7150-4-54180 -	OTHER SUPPLIES	671.88	3,544.37
	A3567154	A	-35-6-7150-4-54350 -	POOL	135.00	820.00
	A3567154	A	-35-6-7150-4-54600 -	ADVERTISING	297.50	480.00
	A3567174	A	-35-6-7171-4-54160 -3000	UNIFORMS	179.99	22.96
	A3567174	A	-35-6-7171-4-54180 -3000	OTHER SUPPLIES	372.24	1,894.84
	A3567174	A	-35-6-7171-4-54720 -3000	SERVICE CONTRAC	149.32	11,736.51
	A3567184	A	-35-6-7180-4-54610 -3000	REPAIRS & MAINT	829.21	10,522.11
	A3567194	A	-35-6-7181-4-54180 -3000	OTHER SUPPLIES	50.46	3,827.08
	A3567194	A	-35-6-7181-4-54610 -3000	REPAIRS & MAINT	324.42	13,129.23
	A3567194	A	-35-6-7181-4-54720 -3000	SERVICE CONTRAC	175.31	14,299.67
	A3618684	A	-36-1-8687-4-54110 -	OFFICE SUPPLIES	23.51	960.88
	A3618684	A	-36-1-8687-4-54720 -8020	SERVICE CONTRAC	2,541.00	8,838.50
	A3618684	A	-36-1-8687-4-54748 -8020	PLANNING BOARD	2,321.25	.00
	A3638184	A	-36-3-8180-4-54180 -	OTHER SUPPLIES	70.40	218.60
	A3638184	A	-36-3-8180-4-54521 -	TIPPING FEES	1,113.00	69,505.00
	A3638184	A	-36-3-8180-4-54610 -	REPAIRS & MAINT	381.75	1,245.65
	A3638184	A	-36-3-8180-4-54720 -	SERVICE CONTRAC	320.00	8,532.25
	A3638194	A	-36-3-8185-4-54520 -	GAS & OIL	1,158.28	7,171.86
	A3638194	A	-36-3-8185-4-54600 -	ADVERTISING	1,660.84	1,139.16
	A3638564	A	-36-3-8560-4-54520 -	GAS & OIL	632.49	3,573.93
	A3638814	A	-36-3-8810-4-54720 -	SERVICE CONTRAC	13,125.00	13,125.00
	E107	E	-10-7-0000-0-42770 -	MISCELLANEOUS R	67.75	REV .00
	E3577164	E	-35-7-7160-4-54140 -	JANITORIAL SUPP	67.28	21,650.82
	E3577164	E	-35-7-7160-4-54201 -	BUSINESS EXPENS	5,445.69	365.75
	E3577164	E	-35-7-7160-4-54520 -	GAS & OIL	49.14	392.58
	E3577164	E	-35-7-7160-4-54720 -	SERVICE CONTRAC	2,195.77	15,532.33
	E3577164	E	-35-7-7160-4-54792 -	MISCELLANEOUS	184.54	2,749.08
	E3577164	E	-35-7-7160-4-54870 -	WEBSITE DESIGN	15,006.25	5,350.00
	E3577184	E	-35-7-7182-4-54723 -	SERV CONT CONST	4,643.00	5,357.00
	F3638314	F	-36-3-8310-4-54110 -	OFFICE SUPPLIES	19.99	3,480.01
	F3638314	F	-36-3-8310-4-54120 -	POSTAGE	2,250.00	7,080.00
	F3638314	F	-36-3-8310-4-54410 -	PRINTING	984.50	3,015.50
	F3638324	F	-36-3-8320-4-54650 -	UTILITIES	65.00	35,124.43
	F3638334	F	-36-3-8330-4-54141 -	CHEMICALS	1,003.96	10,297.08
	F3638334	F	-36-3-8330-4-54180 -	OTHER SUPPLIES	610.84	4,968.11
	F3638334	F	-36-3-8330-4-54250 -	CONFERENCE REGI	101.00	354.00

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ACCOUNT DISTRIBUTION SUMMARY

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F3638334	F	-36-3-8330-4-54330 -	REPAIRS & MAINT	191.84	39,447.56
F3638334	F	-36-3-8330-4-54420 -	ADVERTISING	952.00	1,048.00
F3638334	F	-36-3-8330-4-54520 -	GAS & OIL	274.47	2,366.16
F3638334	F	-36-3-8330-4-54610 -	REPAIRS & MAINT	82.68	13,023.14
F3638334	F	-36-3-8330-4-54720 -	SERVICE CONTRAC	980.00	2,679.40
F3638342	F	-36-3-8340-2-52201 -	METERS	13,814.18	74,748.42
F3638344	F	-36-3-8340-4-54330 -	REPAIRS & MAINT	31.68	468.32
F3638344	F	-36-3-8340-4-54510 -	REPAIRS & MAINT	267.52	3,663.79
F3638344	F	-36-3-8340-4-54520 -	GAS & OIL	588.74	6,135.29
F3638354	F	-36-3-8341-4-54100 -	RUBBLE BLACKTOP	517.79	312.90
F3638354	F	-36-3-8341-4-54180 -	OTHER SUPPLIES	5,498.67	41,969.49
F3638354	F	-36-3-8341-4-54510 -	REPAIRS & MAINT	6,649.73	1,357.18
F3638354	F	-36-3-8341-4-54520 -	GAS & OIL	556.06	19,374.13
G3638114	G	-36-3-8110-4-54120 -	POSTAGE	2,250.00	2,250.00
G3638114	G	-36-3-8110-4-54160 -	UNIFORMS	159.99	448.36
G3638114	G	-36-3-8110-4-54180 -	OTHER SUPPLIES	62.90	19,787.11
G3638124	G	-36-3-8120-4-54160 -	UNIFORMS	200.00	1,450.00
G3638124	G	-36-3-8120-4-54331 -	REPAIRS & MAINT	1,569.46	13,174.31
G3638124	G	-36-3-8120-4-54520 -	GAS & OIL	575.17	3,644.80
G3638124	G	-36-3-8120-4-54610 -	REPAIRS & MAINT	10.47	1,251.02
G3638134	G	-36-3-8130-4-54731 -	CURRENT CHARGES	911,719.25	1,666,808.50
H3143412	H	-31-4-3410-2-52000 -1232	LADDER TRUCK	650.53	30.00
H3146952	H	-31-4-6950-2-52000 -1185	CAPITAL PROJECT	2,100.00	.00
H3146952	H	-31-4-6950-2-52000 -1245	CAPITAL PROJECT	15,228.82	11,113.40
H3517114	H	-35-1-7110-4-54720 -1069	REC FACILITY DE	8,920.00	.00
H3517142	H	-35-1-7140-2-52000 -1251	CAPITAL PROJECT	10,000.00	139,702.00
H3567142	H	-35-6-7140-2-52000 -1110	CAPITAL PROJECT	19,770.00	.00
H3567142	H	-35-6-7140-2-52000 -1163	RESURFACE REPAI	4,560.00	.00
H3567142	H	-35-6-7140-2-52000 -1224	PLAYGROUNDS AND	296.38	.00
H3638332	H	-36-3-8330-2-52000 -1167	CAPITAL PROJECT	4,080.00	111,513.89
V3719714	V	-37-1-9710-4-54720 -	SERVICE CONTRAC	1,245.04	754.96
Y3618654	Y	-36-1-8676-4-54931 -439	CATHOLIC FAMILY	557.92	-2,231.68
Y3618664	Y	-36-1-8668-4-54951 -398	RESIDENTIAL REH	1,110.00	-7,520.00
Y3618684	Y	-36-1-8686-4-54110 -451	OFFICE SUPPLIES	10.10	-233.81
Y3618684	Y	-36-1-8686-4-54220 -451	TRAVEL	120.37	-148.60
Y3618684	Y	-36-1-8686-4-54689 -451	EDUCATION	30.00	-70.00
REPORT TOTALS				4,097,317.13	

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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 6		177								
API A3021694-54740		06/19/2018 W	18JUN2	005574	180021	164245	SERVICE CONTRACTS - EQUIPMENT JULY 2018		3,024.24	
POL A3021694-54740		06/19/2018 LIQ/INV		005574	180021	164245	SERVICE CONTRACTS - EQUIPMENT JULY 2018	4 2018		3,024.24
API A3335014-54180		06/19/2018 W	18JUN2	000205		164270	OTHER SUPPLIES 90-00047 2		39.15	
API A3335134-54100		06/19/2018 W	18JUN2	000327	180389	164341	RUBBLE BLACKTOP STONE OIL 19018		44,232.27	
POL A3335134-54100		06/19/2018 LIQ/INV		000327	180389	164341	RUBBLE BLACKTOP STONE OIL 19018	4 2018		44,232.27
API E3577164-54720		06/19/2018 W	18JUN2	004140		164178	SERVICE CONTRACTS - PROF SERV 1418		60.00	
API H3146952-52000-1245		06/19/2018 W	18JUN2	007534	180278	164179	CAPITAL PROJECT OUTLAY 21743		15,228.82	
POL H3146952-52000-1245		06/19/2018 LIQ/INV		007534	180278	164179	CAPITAL PROJECT OUTLAY 21743	4 2018		15,228.82
API A3335014-54510		06/19/2018 W	18JUN2	002785		164180	REPAIRS & MAINTENANCE VEHICLE 0769149		129.95	
API A3143414-54510		06/19/2018 W	18JUN2	002785		164181	REPAIRS & MAINTENANCE VEHICLE S8575		136.83	
API A3335014-54510		06/19/2018 W	18JUN2	002785		164182	REPAIRS & MAINTENANCE VEHICLE S1100		175.00	
API A3143022-52230		06/19/2018 W	18JUN2	007276	180425	164183	HARDWARE 5/24/18		873.00	
POL A3143022-52230		06/19/2018 LIQ/INV		007276	180425	164183	HARDWARE 5/24/18	4 2018		873.00
API A3143124-54120		06/19/2018 W	18JUN2	000070		164184	POSTAGE 6/8/18		225.00	
API A3143314-54390		06/19/2018 W	18JUN2	005400		164185	MAINTENANCE SUPPLIES 2581569		33.85	
API E3577164-54720		06/19/2018 W	18JUN2	005044		164186	SERVICE CONTRACTS - PROF SERV 023980		66.00	
API A3031654-54180		06/19/2018 W	18JUN2	000033		164187	OTHER SUPPLIES 271		77.99	
API A3335014-54530		06/19/2018 W	18JUN2	000033		164187	EQUIPMENT & VEHICLE RENTAL 271		22.99	
API A3335014-54530		06/19/2018 W	18JUN2	000033		164187	EQUIPMENT & VEHICLE RENTAL 271		36.74	
API A3335014-54530		06/19/2018 W	18JUN2	000033		164187	EQUIPMENT & VEHICLE RENTAL 271		22.49	
API A3335014-54530		06/19/2018 W	18JUN2	000033		164187	EQUIPMENT & VEHICLE RENTAL 271		379.90	
API A3335014-54530		06/19/2018 W	18JUN2	000033		164187	EQUIPMENT & VEHICLE RENTAL 271		338.79	
API F3638354-54180		06/19/2018 W	18JUN2	000033		164187	OTHER SUPPLIES 271		.99	
API F3638354-54180		06/19/2018 W	18JUN2	000033		164187	OTHER SUPPLIES 271		44.46	

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	API	06/19/2018	W 18JUN2	000033		164187	271			
	API	06/19/2018	W 18JUN2	006030		164188	REPAIRS & MAINTENANCE VEHICLE		250.00	
	API	06/19/2018	W 18JUN2	007550		164189	5/31/18			
	API	06/19/2018	W 18JUN2	007550		164189	OFFICE SUPPLIES		46.07	
	API	06/19/2018	W 18JUN2	007550		164189	A272JK82AK683L			
	API	06/19/2018	W 18JUN2	007550		164189	JANITORIAL SUPPLIES		255.40	
	API	06/19/2018	W 18JUN2	007550		164189	A272JK82AK683L			
	API	06/19/2018	W 18JUN2	007550		164189	REPAIRS & MAINTENANCE BUILDING		314.64	
	API	06/19/2018	W 18JUN2	007550		164189	A272JK82AK683L			
	API	06/19/2018	W 18JUN2	007550		164189	REPAIRS & MAINTENANCE BUILDING		628.88	
	API	06/19/2018	W 18JUN2	007550		164189	A272JK82AK683L			
	API	06/19/2018	W 18JUN2	007550		164189	OTHER SUPPLIES		105.28	
	API	06/19/2018	W 18JUN2	007550		164189	A272JK82AK683L			
	API	06/19/2018	W 18JUN2	007550		164189	OTHER SUPPLIES		51.27	
	API	06/19/2018	W 18JUN2	007550		164189	A272JK82AK683L			
	API	06/19/2018	W 18JUN2	007550		164189	OFFICE SUPPLIES		19.99	
	API	06/19/2018	W 18JUN2	007550		164189	A272JK82AK683L			
	API	06/19/2018	W 18JUN2	000047	180402	164190	AMMUNITION		1,448.50	
	POL	06/19/2018	LIQ/INV	000047	180402	164190	S41800			
	POL	06/19/2018	LIQ/INV	000047	180402	164190	AMMUNITION	4		1,448.50
	API	06/19/2018	W 18JUN2	004259	171611	164191	S41800	2018		
	API	06/19/2018	W 18JUN2	004259	171611	164191	CAPITAL PROJECT OUTLAY		19,770.00	
	API	06/19/2018	W 18JUN2	004259	171611	164191	11704			
	API	06/19/2018	W 18JUN2	004259	171611	164191	RESURFACE REPAIR COURTS		4,560.00	
	API	06/19/2018	W 18JUN2	004259	171611	164191	11704			
	API	06/19/2018	W 18JUN2	004259	171611	164191	PLAYGROUNDS AND FACILITIES REC		296.38	
	POL	06/19/2018	LIQ/INV	004259	171611	164191	11704			
	POL	06/19/2018	LIQ/INV	004259	171611	164191	CAPITAL PROJECT OUTLAY	4		19,770.00
	POL	06/19/2018	LIQ/INV	004259	171611	164191	11704	2017		
	POL	06/19/2018	LIQ/INV	004259	171611	164191	RESURFACE REPAIR COURTS	4		4,560.00
	POL	06/19/2018	LIQ/INV	004259	171611	164191	11704	2017		
	POL	06/19/2018	LIQ/INV	004259	171611	164191	PLAYGROUNDS AND FACILITIES REC	4		296.38
	API	06/19/2018	W 18JUN2	007889		164192	11704	2017		
	API	06/19/2018	W 18JUN2	007889		164192	OFFICE SUPPLIES		55.00	
	API	06/19/2018	W 18JUN2	007889		164193	5/25/18			
	API	06/19/2018	W 18JUN2	007889		164193	OFFICE SUPPLIES		44.00	
	API	06/19/2018	W 18JUN2	007889		164193	119487			
	API	06/19/2018	W 18JUN2	007889		164193	OFFICE SUPPLIES		46.00	
	API	06/19/2018	W 18JUN2	007889		164193	119487			
	API	06/19/2018	W 18JUN2	004985		164194	SERVICE CONTRACTS - EQUIPMENT		7,192.80	
	API	06/19/2018	W 18JUN2	007337		164195	144968			
	API	06/19/2018	W 18JUN2	000113	180188	164196	BUSINESS EXPENSE/SALES		3,420.30	
	API	06/19/2018	W 18JUN2	000113	180188	164196	MAY 2018 REIMB			
	POL	06/19/2018	LIQ/INV	000113	180188	164196	CAPITAL PROJECT OUTLAY		280.00	
	POL	06/19/2018	LIQ/INV	000113	180188	164196	539.043.001			
	API	06/19/2018	W 18JUN2	003152		164197	CAPITAL PROJECT OUTLAY	4		280.00
	API	06/19/2018	W 18JUN2	003152		164197	539.043.001	2018		
	API	06/19/2018	W 18JUN2	003152		164197	REPAIRS & MAINTENANCE VEHICLE		145.74	
	API	06/19/2018	W 18JUN2	003152		164197	SARAT022			

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API	A3335014-54510	06/19/2018 W	18JUN2	003152		164197	REPAIRS & MAINTENANCE VEHICLE SARAT022		30.65	
API	A3335014-54530	06/19/2018 W	18JUN2	003152		164197	EQUIPMENT & VEHICLE RENTAL SARAT022		1,350.00	
API	A3335014-54530	06/19/2018 W	18JUN2	003152		164197	EQUIPMENT & VEHICLE RENTAL SARAT022			116.80
API	A3143414-54150	06/19/2018 W	18JUN2	004542	180288	164198	EMS SUPPLIES 205698		813.47	
POL	A3143414-54150	06/19/2018 LIQ/INV		004542	180288	164198	EMS SUPPLIES 205698	4 2018		813.47
API	A3143124-54610	06/19/2018 W	18JUN2	007426		164199	REPAIRS & MAINTENANCE BUILDING 10633		172.00	
API	A3143414-54610	06/19/2018 W	18JUN2	007426		164199	REPAIRS & MAINTENANCE BUILDING 10633		886.19	
API	A3143124-54971	06/19/2018 W	18JUN2	001292		164200	TUITION REIMBURSEMENT TUITION REIMB		860.00	
API	A046-42001	06/19/2018 W	18JUN2	007602		164201	RECREATIONAL FEES SOCCER REFUND		50.00	
API	A3143122-52206	06/19/2018 W	18JUN2	005578		164202	WEAPONS SHIPPING		3.95	
API	A3021314-54720	06/19/2018 W	18JUN2	006815	180015	164203	SERVICE CONTRACTS - PROF SERV 773510.0		18,000.00	
POL	A3021314-54720	06/19/2018 LIQ/INV		006815	180015	164203	SERVICE CONTRACTS - PROF SERV 773510.0	4 2018		18,000.00
API	F3638324-54650	06/19/2018 W	18JUN2	002121		164204	UTILITIES 1016537		65.00	
API	A3113624-54250	06/19/2018 W	18JUN2	000819		164205	CONFERENCE REGISTRATION DUANE MILLER		50.00	
API	A3031624-54610	06/19/2018 W	18JUN2	000139		164206	REPAIRS & MAINTENANCE BUILDING 3691		25.22	
API	A3031644-54612	06/19/2018 W	18JUN2	000139		164206	REPAIRS & MAINTENANCE 3691		489.52	
API	A3537114-54610	06/19/2018 W	18JUN2	000139		164206	REPAIRS & MAINTENANCE BUILDING 3691		128.18	
API	A3567144-54610-3000	06/19/2018 W	18JUN2	000139		164206	REPAIRS & MAINTENANCE BUILDING 3691		63.95	
API	F3638344-54330	06/19/2018 W	18JUN2	000139		164206	REPAIRS & MAINTENANCE EQUIPMEN 3691		14.44	
API	F3638344-54330	06/19/2018 W	18JUN2	000139		164206	REPAIRS & MAINTENANCE EQUIPMEN 3691		17.24	
API	A3638184-54521	06/19/2018 W	18JUN2	000417	171007	164207	TIPPING FEES 28-34321 0		1,113.00	
POL	A3638184-54521	06/19/2018 LIQ/INV		000417	171007	164207	TIPPING FEES 28-34321 0	4 2017		1,113.00
API	Y3618654-54931-439	06/19/2018 W	18JUN2	000129		164208	CATHOLIC FAMILY SERVICES 2017 CDBG	Y	557.92	
API	A3143124-54979	06/19/2018 W	18JUN2	003776		164209	HORSE CARE 567877		13.90	
API	H3146952-52000-1185						CAPITAL PROJECT OUTLAY		2,100.00	

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		06/19/2018 W	18JUN2	007207	171648	164210	13732.03			
POL	H3146952-52000-1185	06/19/2018 W	18JUN2	007207	171648	164210	CAPITAL PROJECT OUTLAY	4		2,100.00
API	H3638332-52000-1167	06/19/2018 LIQ/INV	18JUN2	007207	171285	164211	13732.03	2017	3,800.00	
POL	H3638332-52000-1167	06/19/2018 W	18JUN2	007207	171285	164211	CAPITAL PROJECT OUTLAY	4		3,800.00
API	A3335014-54510	06/19/2018 LIQ/INV	18JUN2	007207	171285	164211	13732.02	2017	1,054.89	
API	A3143014-54802	06/19/2018 W	18JUN2	004904		164212	REPAIRS & MAINTENANCE VEHICLE		5,695.11	
POL	A3143014-54802	06/19/2018 W	18JUN2	005027	180212	164213	287902-0001			
API	A3537114-54610	06/19/2018 LIQ/INV	18JUN2	005027	180212	164213	COMPLUS PARK TICKET COLL FEE			5,695.11
API	A3537114-54610	06/19/2018 W	18JUN2	004200		164214	5/31/2018		806.00	
API	A3537114-54180	06/19/2018 W	18JUN2	004200		164215	COMPLUS PARK TICKET COLL FEE	4		
API	A3537114-54330	06/19/2018 W	18JUN2	004200		164215	5/31/2018	2018	21.50	
API	A3537114-54610	06/19/2018 W	18JUN2	004200		164215	REPAIRS & MAINTENANCE BUILDING		1,000.00	
API	A3537114-54610	06/19/2018 W	18JUN2	004200		164215	40086		37.00	
API	Y3618684-54220-451	06/19/2018 W	18JUN2	007563		164216	REPAIRS & MAINTENANCE BUILDING		35.86	
API	F3638342-52201	06/19/2018 W	18JUN2	007682	180337	164218	TRAVEL	Y	13,814.18	
POL	F3638342-52201	06/19/2018 LIQ/INV	18JUN2	007682	180337	164218	MILEAGE			
API	A3011214-54110	06/19/2018 W	18JUN2	003203		164219	METERS			
API	A3021314-54110	06/19/2018 W	18JUN2	003203		164220	205549			
API	A3051414-54110	06/19/2018 W	18JUN2	003203		164221	METERS	4		13,814.18
API	A3031444-54110	06/19/2018 W	18JUN2	003203		164222	205549	2018	13.47	
API	A3113624-54110	06/19/2018 W	18JUN2	003203		164222	OFFICE SUPPLIES		26.94	
API	A3618684-54110	06/19/2018 W	18JUN2	003203		164222	51284316		35.92	
API	Y3618684-54110-451	06/19/2018 W	18JUN2	003203		164222	51284318		10.11	
API	A3143014-54110	06/19/2018 W	18JUN2	003203		164222	51284317		10.10	
API	A3143014-54110	06/19/2018 W	18JUN2	003203		164222	OFFICE SUPPLIES		10.10	
API	A3143014-54110	06/19/2018 W	18JUN2	003203		164222	51284315		10.10	
API	A3143014-54110	06/19/2018 W	18JUN2	003203		164222	OFFICE SUPPLIES		26.94	
API	A3143014-54110	06/19/2018 W	18JUN2	003203		164222	51284315		17.96	
API	A3143124-54110	06/19/2018 W	18JUN2	003203		164223	OFFICE SUPPLIES		49.39	
API	A3143124-54110	06/19/2018 W	18JUN2	003203		164223	7761068127806558		22.45	
API	A3143124-54110	06/19/2018 W	18JUN2	003203		164223	OFFICE SUPPLIES			
API	A3143124-54110	06/19/2018 W	18JUN2	003203		164223	7761068127806558			
API	A3143124-54110	06/19/2018 W	18JUN2	003203		164223	OFFICE SUPPLIES			
API	A3143124-54110	06/19/2018 W	18JUN2	003203		164223	7761068127806558			

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API	A3143124-54110	06/19/2018 W	18JUN2	003203		164223	OFFICE SUPPLIES 7761068127806558		34.99	
API	A3143314-54390	06/19/2018 W	18JUN2	003203		164223	MAINTENANCE SUPPLIES 7761068127806558		13.47	
API	A3143414-54200	06/19/2018 W	18JUN2	003203		164223	HOUSE SUPPLIES 7761068127806558		58.37	
API	A3143414-54200	06/19/2018 W	18JUN2	003203		164223	HOUSE SUPPLIES 7761068127806558		40.41	
API	A3143414-54200	06/19/2018 W	18JUN2	003203		164223	HOUSE SUPPLIES 7761068127806558		26.94	
API	A3143414-54200	06/19/2018 W	18JUN2	003203		164223	HOUSE SUPPLIES 7761068127806558		26.94	
API	Y3618684-54220-451	06/19/2018 W	18JUN2	007563		164224	TRAVEL MILEAGE PARKING	Y	84.51	
API	A3335014-54184	06/19/2018 W	18JUN2	000156	180311	164225	FLOWERS 1634		84.75	
POL	A3335014-54184	06/19/2018 LIQ/INV		000156	180311	164225	FLOWERS 1634	4 2018		84.75
API	A3335014-54184	06/19/2018 W	18JUN2	000156	180311	164226	FLOWERS 1634		2,951.60	
POL	A3335014-54184	06/19/2018 LIQ/INV		000156	180311	164226	FLOWERS 1634	4 2018		2,951.60
API	A3335014-54184	06/19/2018 W	18JUN2	000156	180311	164227	FLOWERS 1634		6,049.15	
POL	A3335014-54184	06/19/2018 LIQ/INV		000156	180311	164227	FLOWERS 1634	4 2018		6,049.15
API	A3335014-54960	06/19/2018 W	18JUN2	000301		164228	STREET SIGNS 638318		281.50	
API	A3143314-54390	06/19/2018 W	18JUN2	002858		164229	MAINTENANCE SUPPLIES 5/31/18		129.10	
API	A3335184-54750	06/19/2018 W	18JUN2	002858		164230	STREET LIGHTING 6/30/18		509.81	
API	F3638354-54180	06/19/2018 W	18JUN2	002858		164230	OTHER SUPPLIES 6/30/18		51.00	
API	A3143624-54570	06/19/2018 W	18JUN2	007329		164231	TRAINING NYSBO REIMB		50.00	
API	A3031494-54110	06/19/2018 W	18JUN2	007928		164232	OFFICE SUPPLIES PARKING REIMB		10.00	
API	A3143124-54850	06/19/2018 W	18JUN2	002196		164233	MEALS PRISONERS FEB-MAR 2018		204.40	
API	A3517514-54740	06/19/2018 W	18JUN2	000172		164234	SERVICE CONTRACTS - EQUIPMENT SSCI200		45.00	
API	A3031494-54740	06/19/2018 W	18JUN2	000172		164235	SERVICE CONTRACTS - EQUIPMENT 37394		28.73	
API	A3031654-54610	06/19/2018 W	18JUN2	000172		164235	REPAIRS & MAINTENANCE BUILDING 37394		144.00	
API	A3143124-54110	06/19/2018 W	18JUN2	005903		164236	OFFICE SUPPLIES 9745		182.27	
API	A3537114-54610						REPAIRS & MAINTENANCE BUILDING		78.31	

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	API F3638354-54180	06/19/2018 W	18JUN2	003084		164237	57289			
							OTHER SUPPLIES		608.48	
	API F3638354-54180	06/19/2018 W	18JUN2	005084		164238	14480			
							OTHER SUPPLIES		1,661.79	
	POL F3638354-54180	06/19/2018 W	18JUN2	005084	171308	164239	14480			
							OTHER SUPPLIES	4		1,661.79
	API F3638354-54180	06/19/2018 LIQ/INV		005084	171308	164239	14480	2017		
							OTHER SUPPLIES		3,131.95	
	POL F3638354-54180	06/19/2018 W	18JUN2	005084	180418	164240	14480			
							OTHER SUPPLIES	4		3,131.95
	API A046-42051	06/19/2018 LIQ/INV		005084	180418	164240	14480	2018		
							REC PROG CLINIC FEES		40.00	
	API E3577184-54723	06/19/2018 W	18JUN2	007664		164244	REFUND HORSEAROUND			
							SERV CONT CONSTRUCTION		4,643.00	
	API A3143124-54160	06/19/2018 W	18JUN2	000001		164246	4/12/18			
							UNIFORMS		53.99	
	API Y3618664-54951-398	06/19/2018 W	18JUN2	005340		164247	CLOTHING REIMB			
							RESIDENTIAL REHAB SINGLE FAMIL	Y	1,110.00	
	API A3051354-54721	06/19/2018 W	18JUN2	005148		164249	5/16/18			
							SERVIEC CONTRACTS APPRAISAL		6,000.00	
	POL A3051354-54721	06/19/2018 W	18JUN2	005577	171942	164250	1009581			
							SERVIEC CONTRACTS APPRAISAL	4		6,000.00
	API V3719714-54720	06/19/2018 LIQ/INV		005577	171942	164250	1009581	2017		
							SERVICE CONTRACTS - PROF SERV		86.64	
	API A3051414-54490	06/19/2018 W	18JUN2	000376		164251	90122			
							GENERAL ADVERTISING		138.13	
	API A3051414-54490	06/19/2018 W	18JUN2	000376		164252	90122			
							GENERAL ADVERTISING		276.26	
	API A3143124-54510	06/19/2018 W	18JUN2	000376		164253	90122			
							REPAIRS & MAINTENANCE VEHICLE		827.75	
	API A3031444-54520	06/19/2018 W	18JUN2	007119		164254	F758			
							GAS & OIL		357.63	
	API A3051354-54520	06/19/2018 W	18JUN2	006207		164255	8097			
							GAS & OIL		10.58	
	API A3113624-54520	06/19/2018 W	18JUN2	006207		164255	8097			
							GAS & OIL		127.01	
	API A3143124-54520	06/19/2018 W	18JUN2	006207		164255	8097			
							GAS & OIL		545.45	
	API A3143414-54520	06/19/2018 W	18JUN2	006207		164255	8097			
							GAS & OIL		1,118.57	
	API A3335014-54520	06/19/2018 W	18JUN2	006207		164255	8097			
							GAS & OIL		2,254.83	
	API A3335124-54520	06/19/2018 W	18JUN2	006207		164255	8097			
							GAS & OIL		646.86	
	API A3567144-54520-3000	06/19/2018 W	18JUN2	006207		164255	8097			
							GAS & OIL		788.78	
	API A3638194-54520	06/19/2018 W	18JUN2	006207		164255	8097			
							GAS & OIL		47.86	

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API	A3638564-54520	06/19/2018 W	18JUN2	006207		164255	GAS & OIL 8097		18.84	
API	E3577164-54520	06/19/2018 W	18JUN2	006207		164255	GAS & OIL 8097		49.14	
API	F3638334-54520	06/19/2018 W	18JUN2	006207		164255	GAS & OIL 8097		274.47	
API	F3638344-54520	06/19/2018 W	18JUN2	006207		164255	GAS & OIL 8097		588.74	
API	G3638124-54520	06/19/2018 W	18JUN2	006207		164255	GAS & OIL 8097		270.04	
API	A3143124-54520	06/19/2018 W	18JUN2	006207		164256	GAS & OIL 8097		7,433.99	
API	E3577164-54140	06/19/2018 W	18JUN2	000189		164257	JANITORIAL SUPPLIES 812909570		36.92	
API	H3143412-52000-1232	06/19/2018 W	18JUN2	000189		164258	LADDER TRUCK 845177179	Y	650.53	
API	A3335014-54180	06/19/2018 W	18JUN2	000189		164259	OTHER SUPPLIES 800013294		842.80	
API	A3031494-54110	06/19/2018 W	18JUN2	000189		164260	OFFICE SUPPLIES 8000013294		90.17	
API	A3031594-54610	06/19/2018 W	18JUN2	000189		164260	REPAIRS & MAINTENANCE BUILDING 8000013294		86.80	
API	A3335184-54750	06/19/2018 W	18JUN2	000189		164260	STREET LIGHTING 8000013294		438.65	
API	A3537114-54180	06/19/2018 W	18JUN2	000189		164260	OTHER SUPPLIES 8000013294		433.97	
API	A3638184-54180	06/19/2018 W	18JUN2	000189		164260	OTHER SUPPLIES 8000013294		70.40	
API	F3638334-54180	06/19/2018 W	18JUN2	000189		164260	OTHER SUPPLIES 8000013294		69.60	
API	A3335014-54180	06/19/2018 W	18JUN2	000189		164261	OTHER SUPPLIES 800013294		1,264.20	
API	A3031654-54180	06/19/2018 W	18JUN2	000189		164262	OTHER SUPPLIES 800013294		1,446.40	
API	A3335014-54180	06/19/2018 W	18JUN2	000189	180349	164263	OTHER SUPPLIES 800013294		3,792.60	
POL	A3335014-54180	06/19/2018 LIQ/INV		000189	180349	164263	OTHER SUPPLIES 800013294	4 2018		3,792.60
API	A3567144-54140-3000	06/19/2018 W	18JUN2	000191		164264	JANITORIAL SUPPLIES 48300		49.78	
API	A3638814-54720	06/19/2018 W	18JUN2	000193		164265	SERVICE CONTRACTS - PROF SERV JULY 2018		13,125.00	
API	A046-42001	06/19/2018 W	18JUN2	007674		164266	RECREATIONAL FEES SOCCER REFUND		25.00	
API	A3335014-54510	06/19/2018 W	18JUN2	006154		164267	REPAIRS & MAINTENANCE VEHICLE 167151		40.00	
API	A3567142-52510	06/19/2018 W	18JUN2	001148		164268	RECREATION EQUIPMENT 5/24/18		339.91	
API	A3567142-52500						SPORTS EQUIPMENT		192.32	

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API A3567194-54180-3000	06/19/2018 W	18JUN2	006462		164269	REIMB SHADE SYSTEM				
API A3335014-54180	06/19/2018 W	18JUN2	000205		164271	OTHER SUPPLIES		50.46		
API A3335014-54180	06/19/2018 W	18JUN2	002439		164272	90-00047 2				
API A3335014-54180	06/19/2018 W	18JUN2	002439		164272	OTHER SUPPLIES		34.97		
API A3567144-54610-3000	06/19/2018 W	18JUN2	002439		164272	DPW		92.67		
API A3335184-54750	06/19/2018 W	18JUN2	002439		164272	OTHER SUPPLIES				
API A3537114-54180	06/19/2018 W	18JUN2	002439		164272	DPW		37.78		
API A3537114-54180	06/19/2018 W	18JUN2	002439		164273	REPAIRS & MAINTENANCE BUILDING				
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164273	DPW		112.84		
API A3537114-54180	06/19/2018 W	18JUN2	002439		164273	STREET LIGHTING				
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164273	DPW		10.91		
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164273	OTHER SUPPLIES		150.27		
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164273	DPW		134.32		
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164273	OTHER SUPPLIES				
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164273	DPW		51.69		
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164273	REPAIRS & MAINTENANCE BUILDING				
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164273	DPW		53.75		
API A3031654-54610	06/19/2018 W	18JUN2	002439		164274	REPAIRS & MAINTENANCE BUILDING		31.58		
API A3031654-54610	06/19/2018 W	18JUN2	002439		164274	DPW		52.91		
API A3031654-54610	06/19/2018 W	18JUN2	002439		164274	REPAIRS & MAINTENANCE BUILDING				
API A3335014-54180	06/19/2018 W	18JUN2	002439		164274	DPW		27.69		
API A3335014-54180	06/19/2018 W	18JUN2	002439		164274	OTHER SUPPLIES		18.78		
API A3335014-54180	06/19/2018 W	18JUN2	002439		164274	DPW				
API A3537114-54610	06/19/2018 W	18JUN2	002439		164274	REPAIRS & MAINTENANCE BUILDING		22.98		
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164274	DPW				
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164274	OTHER SUPPLIES		482.73		
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164274	DPW		75.98		
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164274	OTHER SUPPLIES				
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164274	DPW		299.00		
API A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164274	REPAIRS & MAINTENANCE BUILDING				
API F3638334-54180	06/19/2018 W	18JUN2	002439		164274	DPW		135.94		
API A3031594-54610	06/19/2018 W	18JUN2	002439		164275	OTHER SUPPLIES				
API A3031654-54180	06/19/2018 W	18JUN2	002439		164275	DPW		13.94		
API A3031654-54180	06/19/2018 W	18JUN2	002439		164275	OTHER SUPPLIES		47.59		
API A3031654-54180	06/19/2018 W	18JUN2	002439		164275	DPW		399.00		
API A3335014-54180	06/19/2018 W	18JUN2	002439		164275	OTHER SUPPLIES				
API A3335014-54180	06/19/2018 W	18JUN2	002439		164275	DPW		17.25		
API A3335014-54180	06/19/2018 W	18JUN2	002439		164275	OTHER SUPPLIES		349.91		
API A3335014-54180	06/19/2018 W	18JUN2	002439		164275	DPW				

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API	A3537114-54180	06/19/2018 W	18JUN2	002439		164275	OTHER SUPPLIES DPW		111.80	
API	A3537114-54180	06/19/2018 W	18JUN2	002439		164275	OTHER SUPPLIES DPW		99.00	
API	A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164275	OTHER SUPPLIES DPW		112.98	
API	A3567184-54610-3000	06/19/2018 W	18JUN2	002439		164275	REPAIRS & MAINTENANCE BUILDING DPW		115.99	
API	A3031654-54180	06/19/2018 W	18JUN2	002439		164276	OTHER SUPPLIES DPW		43.53	
API	A3031654-54180	06/19/2018 W	18JUN2	002439		164276	OTHER SUPPLIES DPW		337.97	
API	A3335014-54180	06/19/2018 W	18JUN2	002439		164276	OTHER SUPPLIES DPW		123.73	
API	A3537114-54180	06/19/2018 W	18JUN2	002439		164276	OTHER SUPPLIES DPW		69.63	
API	A3537114-54180	06/19/2018 W	18JUN2	002439		164276	OTHER SUPPLIES DPW		106.41	
API	A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164276	OTHER SUPPLIES DPW		285.07	
API	A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164276	OTHER SUPPLIES DPW		274.02	
API	A3567144-54180-3000	06/19/2018 W	18JUN2	002439		164276	OTHER SUPPLIES DPW		106.93	
API	A3335014-54180	06/19/2018 W	18JUN2	002439		164277	OTHER SUPPLIES DPW		22.47	
API	A3335014-54180	06/19/2018 W	18JUN2	002439		164277	OTHER SUPPLIES DPW		36.69	
API	A3335014-54180	06/19/2018 W	18JUN2	002439		164277	OTHER SUPPLIES DPW		49.94	
API	A3537114-54610	06/19/2018 W	18JUN2	002439		164277	REPAIRS & MAINTENANCE BUILDING DPW		388.84	
API	A3537114-54610	06/19/2018 W	18JUN2	002439		164277	REPAIRS & MAINTENANCE BUILDING DPW		115.73	
API	A3567142-52300-3000	06/19/2018 W	18JUN2	002439		164277	MISCELLANEOUS EQUIPMENT DPW		599.00	
API	A3567144-54610-3000	06/19/2018 W	18JUN2	002439		164277	REPAIRS & MAINTENANCE BUILDING DPW		157.63	
API	G3638124-54610	06/19/2018 W	18JUN2	002439		164277	REPAIRS & MAINTENANCE BUILDING DPW		10.47	
API	A3335184-54750	06/19/2018 W	18JUN2	002439		164278	STREET LIGHTING DPW		999.00	
API	A3537114-54610	06/19/2018 W	18JUN2	002439		164278	REPAIRS & MAINTENANCE BUILDING DPW		41.61	
API	A3567184-54610-3000	06/19/2018 W	18JUN2	002439		164278	REPAIRS & MAINTENANCE BUILDING DPW		283.13	
API	A3567194-54610-3000	06/19/2018 W	18JUN2	002439		164278	REPAIRS & MAINTENANCE BUILDING DPW		132.43	
API	A3567194-54610-3000						REPAIRS & MAINTENANCE BUILDING		69.74	

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	API	06/19/2018	W 18JUN2	002439		164278	DPW			
	API	A3143024-54720					SERVICE CONTRACTS - PROF SERV		2,990.40	
	API	06/19/2018	W 18JUN2	006903		164279	SS DPS			
	API	F3638334-54330					REPAIRS & MAINTENANCE EQUIPMEN		44.00	
	API	06/19/2018	W 18JUN2	000878		164280	6/4/18			
	API	A3335014-54320					TOOLS		240.40	
	API	06/19/2018	W 18JUN2	000375		164282	68386			
	API	A3335014-54180					OTHER SUPPLIES		1,490.00	
	API	06/19/2018	W 18JUN2	000375		164283	68386			
	API	A3143124-54160					UNIFORMS		89.99	
	API	06/19/2018	W 18JUN2	006230		164284	CLOTHING REIMB			
	API	A046-42051					REC PROG CLINIC FEES		140.00	
	API	06/19/2018	W 18JUN2	007920		164285	SOCCER REFUND			
	API	A3143324-54160					UNIFORMS		71.99	
	API	06/19/2018	W 18JUN2	007460		164286	CLOTHING REIMB			
	API	A3031624-54610					REPAIRS & MAINTENANCE BUILDING		145.50	
	API	06/19/2018	W 18JUN2	000270		164287	0019123			
	API	A3031634-54610					REPAIRS & MAINTENANCE BUILDING		38.50	
	API	06/19/2018	W 18JUN2	000270		164287	0019123			
	API	A3031634-54610					REPAIRS & MAINTENANCE BUILDING		28.50	
	API	06/19/2018	W 18JUN2	000270		164287	0019123			
	API	A3537114-54610					REPAIRS & MAINTENANCE BUILDING		105.50	
	API	06/19/2018	W 18JUN2	000270		164287	0019123			
	API	A3537214-54610					REPAIRS & MAINTENANCE BUILDING		38.50	
	API	06/19/2018	W 18JUN2	000270		164287	0019123			
	API	A3567194-54610-3000					REPAIRS & MAINTENANCE BUILDING		68.50	
	API	06/19/2018	W 18JUN2	000270		164287	0019123			
	API	G3638124-54331					REPAIRS & MAINTENANCE PUMPS		1,050.00	
	API	06/19/2018	W 18JUN2	000270	180334	164288	0019118			
	POL	G3638124-54331					REPAIRS & MAINTENANCE PUMPS	4		1,050.00
	API	06/19/2018	LIQ/INV	000270	180334	164288	0019118	2018		
	API	A3638194-54520					GAS & OIL		1,110.42	
	API	06/19/2018	W 18JUN2	001733		164289	7003318			
	API	A3143124-54520					GAS & OIL		83.37	
	API	06/19/2018	W 18JUN2	001733		164290	7003317			
	API	A3143414-54520					GAS & OIL		1,421.72	
	API	06/19/2018	W 18JUN2	001733		164290	7003317			
	API	A3335014-54520					GAS & OIL		2,061.57	
	API	06/19/2018	W 18JUN2	001733		164290	7003317			
	API	A3335124-54520					GAS & OIL		2,086.47	
	API	06/19/2018	W 18JUN2	001733		164290	7003317			
	API	A3567144-54520-3000					GAS & OIL		604.87	
	API	06/19/2018	W 18JUN2	001733		164290	7003317			
	API	A3638564-54520					GAS & OIL		613.65	
	API	06/19/2018	W 18JUN2	001733		164290	7003317			
	API	F3638354-54520					GAS & OIL		556.06	
	API	06/19/2018	W 18JUN2	001733		164290	7003317			
	API	G3638124-54520					GAS & OIL		305.13	
	API	06/19/2018	W 18JUN2	001733		164290	7003317			

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API	A3567144-54610-3000	06/19/2018 W	18JUN2	000290		164291	REPAIRS & MAINTENANCE BUILDING COS101		12.35	
API	A3143312-52802	06/19/2018 W	18JUN2	000290		164292	TOOLS & EQUIPMENT COS1010		20.90	
API	A3143124-54180	06/19/2018 W	18JUN2	000290		164293	OTHER SUPPLIES 1-230414		25.30	
API	A3143124-54160	06/19/2018 W	18JUN2	007923		164294	UNIFORMS CLOTHING REIMB		207.98	
API	A3143034-54160	06/19/2018 W	18JUN2	007936		164295	UNIFORMS CLOTHING REIMB		82.00	
API	A3335014-54180	06/19/2018 W	18JUN2	003272		164296	OTHER SUPPLIES 1102296159		333.26	
API	A3567154-54180	06/19/2018 W	18JUN2	000792	180390	164297	OTHER SUPPLIES 200031010		359.28	
POL	A3567154-54180	06/19/2018 LIQ/INV		000792	180390	164297	OTHER SUPPLIES 200031010	4 2018		359.28
API	A3143414-54510	06/19/2018 W	18JUN2	000271		164298	REPAIRS & MAINTENANCE VEHICLE 4/28/18		250.00	
API	A3143124-54720	06/19/2018 W	18JUN2	000271	171195	164299	SERVICE CONTRACTS - PROF SERV LEASE		475.00	
POL	A3143124-54720	06/19/2018 LIQ/INV		000271	171195	164299	SERVICE CONTRACTS - PROF SERV LEASE	4 2017		475.00
API	A3143124-54720	06/19/2018 W	18JUN2	000271	180239	164300	SERVICE CONTRACTS - PROF SERV MR5/21-6/20		950.00	
POL	A3143124-54720	06/19/2018 LIQ/INV		000271	180239	164300	SERVICE CONTRACTS - PROF SERV MR5/21-6/20	4 2018		950.00
API	F3638334-54250	06/19/2018 W	18JUN2	007929		164301	CONFERENCE REGISTRATION REIMB		65.00	
API	A3618684-54720-8020	06/19/2018 W	18JUN2	004204	180309	164302	SERVICE CONTRACTS - PROF SERV LAND USE BOARDS LEGAL		2,541.00	
POL	A3618684-54720-8020	06/19/2018 LIQ/INV		004204	180309	164302	SERVICE CONTRACTS - PROF SERV LAND USE BOARDS LEGAL	4 2018		2,541.00
API	A3031654-54210	06/19/2018 W	18JUN2	000386		164303	GARAGE SUPPLIES 6017550		43.98	
API	A3031654-54210	06/19/2018 W	18JUN2	000386		164303	GARAGE SUPPLIES 6017550			10.94
API	A3335014-54510	06/19/2018 W	18JUN2	000386		164303	REPAIRS & MAINTENANCE VEHICLE 6017550		40.12	
API	A3335014-54160	06/19/2018 W	18JUN2	004678	180053	164304	UNIFORMS BOOTS/RYALL		124.99	
POL	A3335014-54160	06/19/2018 LIQ/INV		004678	180053	164304	UNIFORMS BOOTS/RYALL	4 2018		200.00
API	A3031654-54160	06/19/2018 W	18JUN2	004678	180034	164305	UNIFORMS BOOTS/BUTTERFIELD		129.99	
POL	A3031654-54160	06/19/2018 LIQ/INV		004678	180034	164305	UNIFORMS BOOTS/BUTTERFIELD	4 2018		200.00
API	A3567144-54160-3000	06/19/2018 W	18JUN2	004678	180077	164306	UNIFORMS BOOTS/FARRINGTON		129.99	
POL	A3567144-54160-3000						UNIFORMS	4		200.00

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		06/19/2018	LIQ/INV	004678	180077	164306	BOOTS/FARRINGTON	2018		
API	A3335014-54160						UNIFORMS		139.99	
		06/19/2018	W 18JUN2	004678	180041	164307	BOOTS/FLANDERS			
POL	A3335014-54160						UNIFORMS	4		200.00
		06/19/2018	LIQ/INV	004678	180041	164307	BOOTS/FLANDERS	2018		
API	A3031654-54160						UNIFORMS		144.99	
		06/19/2018	W 18JUN2	004678	180102	164308	BOOTS/WHITE			
POL	A3031654-54160						UNIFORMS	4		200.00
		06/19/2018	LIQ/INV	004678	180102	164308	BOOTS/WHITE	2018		
API	G3638114-54160						UNIFORMS		159.99	
		06/19/2018	W 18JUN2	004678	180095	164309	BOOTS/DELANEY			
POL	G3638114-54160						UNIFORMS	4		200.00
		06/19/2018	LIQ/INV	004678	180095	164309	BOOTS/DELANEY	2018		
API	A3567174-54160-3000						UNIFORMS		179.99	
		06/19/2018	W 18JUN2	004678	180081	164310	BOOTS/MEDICK			
POL	A3567174-54160-3000						UNIFORMS	4		200.00
		06/19/2018	LIQ/INV	004678	180081	164310	BOOTS/MEDICK	2018		
API	A3143124-54160						UNIFORMS		144.00	
		06/19/2018	W 18JUN2	006665		164311	CLOTHING REIMB			
API	A3143414-54150						EMS SUPPLIES		357.20	
		06/19/2018	W 18JUN2	000288	180286	164312	21443824			
POL	A3143414-54150						EMS SUPPLIES	4		357.20
		06/19/2018	LIQ/INV	000288	180286	164312	21443824	2018		
API	A3143124-54720						SERVICE CONTRACTS - PROF SERV		135.00	
		06/19/2018	W 18JUN2	006615		164313	6/1/18			
API	A3031654-54160						UNIFORMS		197.95	
		06/19/2018	W 18JUN2	004678	180122	164314	PANTS/BUTTERFIELD			
POL	A3031654-54160						UNIFORMS	4		200.00
		06/19/2018	LIQ/INV	004678	180122	164314	PANTS/BUTTERFIELD	2018		
API	G3638124-54160						UNIFORMS		200.00	
		06/19/2018	W 18JUN2	004678	180098	164315	BOOTS/KONKEL			
POL	G3638124-54160						UNIFORMS	4		200.00
		06/19/2018	LIQ/INV	004678	180098	164315	BOOTS/KONKEL	2018		
API	E3577164-54201						BUSINESS EXPENSE/SALES		116.63	
		06/19/2018	W 18JUN2	007371		164316	MILEAGE			
API	A3021314-54720						SERVICE CONTRACTS - PROF SERV		70.00	
		06/19/2018	W 18JUN2	006512	180310	164317	CO31			
POL	A3021314-54720						SERVICE CONTRACTS - PROF SERV	4		70.00
		06/19/2018	LIQ/INV	006512	180310	164317	CO31	2018		
API	A3143124-54650						UTILITIES		80.97	
		06/19/2018	W 18JUN2	000319		164318	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		103.40	
		06/19/2018	W 18JUN2	000319		164318	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		207.65	
		06/19/2018	W 18JUN2	000319		164318	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		252.23	
		06/19/2018	W 18JUN2	000319		164318	DPS			
API	A3335014-54180						OTHER SUPPLIES		2,676.00	
		06/19/2018	W 18JUN2	006523	180442	164319	36795			

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API	A3335124-54180	06/19/2018 W	18JUN2	006523	180442	164319	OTHER SUPPLIES 36795		1,108.00	
POL	A3335014-54180	06/19/2018 LIQ/INV		006523	180442	164319	OTHER SUPPLIES 36795	4 2018		2,676.00
POL	A3335124-54180	06/19/2018 LIQ/INV		006523	180442	164319	OTHER SUPPLIES 36795	4 2018		1,108.00
API	E107-42770	06/19/2018 W	18JUN2	007941		164320	MISCELLANEOUS REVENUE REFUND		67.75	
API	F3638344-54510	06/19/2018 W	18JUN2	006731		164321	REPAIRS & MAINTENANCE VEHICLE 5/22/18		267.52	
API	A3335014-54510	06/19/2018 W	18JUN2	001152		164322	REPAIRS & MAINTENANCE VEHICLE 5873550		23.99	
API	A3567144-54510-3000	06/19/2018 W	18JUN2	001152		164322	REPAIRS & MAINTENANCE VEHICLE 5873550		463.08	
API	F3638354-54510	06/19/2018 W	18JUN2	001152		164322	REPAIRS & MAINTENANCE VEHICLE 5873550		480.73	
API	A3335014-54510	06/19/2018 W	18JUN2	001152		164323	REPAIRS & MAINTENANCE VEHICLE 349742		1,010.00	
API	A3335014-54510	06/19/2018 W	18JUN2	001152	180371	164324	REPAIRS & MAINTENANCE VEHICLE 5873554		2,950.10	
POL	A3335014-54510	06/19/2018 LIQ/INV		001152	180371	164324	REPAIRS & MAINTENANCE VEHICLE 5873554	4 2018		2,950.10
API	F3638334-54250	06/19/2018 W	18JUN2	002381		164325	CONFERENCE REGISTRATION JULY 2018		36.00	
API	A3031444-54230	06/19/2018 W	18JUN2	006152		164326	DUES 3000068639		373.00	
API	A3638184-54720	06/19/2018 W	18JUN2	000807		164327	SERVICE CONTRACTS - PROF SERV 77522		320.00	
API	A3143124-54720	06/19/2018 W	18JUN2	000019		164328	SERVICE CONTRACTS - PROF SERV 2106771		75.00	
API	A3143414-54720	06/19/2018 W	18JUN2	000019		164328	SERVICE CONTRACTS - PROF SERV 2106771		120.00	
API	A3031624-54720	06/19/2018 W	18JUN2	000019		164329	SERVICE CONTRACTS - PROF SERV 30830534		350.00	
API	A3031624-54720	06/19/2018 W	18JUN2	000019		164329	SERVICE CONTRACTS - PROF SERV 30830534		97.86	
API	A3031624-54720	06/19/2018 W	18JUN2	000019		164329	SERVICE CONTRACTS - PROF SERV 30830534		43.80	
API	A3031624-54720	06/19/2018 W	18JUN2	000019		164329	SERVICE CONTRACTS - PROF SERV 30830534		96.90	
API	A3031654-54610	06/19/2018 W	18JUN2	000019		164329	REPAIRS & MAINTENANCE BUILDING 30830534		40.00	
API	A3537114-54720	06/19/2018 W	18JUN2	000019		164329	SERVICE CONTRACTS - PROF SERV 30830534		64.60	
API	A3537114-54720	06/19/2018 W	18JUN2	000019		164329	SERVICE CONTRACTS - PROF SERV 30830534		65.24	
API	A3567174-54720-3000	06/19/2018 W	18JUN2	000019		164329	SERVICE CONTRACTS - PROF SERV 30830534		74.29	
API	A3567174-54720-3000	06/19/2018 W	18JUN2	000019		164329	SERVICE CONTRACTS - PROF SERV 30830534		75.03	

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		06/19/2018 W	18JUN2	000019		164329	30830534			
API	A3567194-54720-3000	06/19/2018 W	18JUN2	000019		164329	SERVICE CONTRACTS - PROF SERV		88.10	
		06/19/2018 W	18JUN2	000019		164329	30830534			
API	A3567194-54720-3000	06/19/2018 W	18JUN2	000019		164329	SERVICE CONTRACTS - PROF SERV		87.21	
		06/19/2018 W	18JUN2	000019		164329	30830534			
API	A3143314-54610	06/19/2018 W	18JUN2	000321		164330	REPAIRS & MAINTENANCE BUILDING		170.60	
		06/19/2018 W	18JUN2	000321		164330	4/30/18			
API	A3537114-54180	06/19/2018 W	18JUN2	000327		164331	OTHER SUPPLIES		45.06	
		06/19/2018 W	18JUN2	000327		164331	19018			
API	G3638114-54180	06/19/2018 W	18JUN2	000327		164331	OTHER SUPPLIES		62.90	
		06/19/2018 W	18JUN2	000327		164331	19018			
API	A3567144-54160-3000	06/19/2018 W	18JUN2	004678	180074	164332	UNIFORMS		179.99	
		06/19/2018 W	18JUN2	004678	180074	164332	BOOTS/ABBATIELLO			
POL	A3567144-54160-3000	06/19/2018 LIQ/INV	18JUN2	004678	180074	164332	UNIFORMS	4		200.00
		06/19/2018 LIQ/INV	18JUN2	004678	180074	164332	BOOTS/ABBATIELLO	2018		
API	A3537114-54180	06/19/2018 W	18JUN2	000327		164333	OTHER SUPPLIES		459.75	
		06/19/2018 W	18JUN2	000327		164333	19018			
API	F3638354-54100	06/19/2018 W	18JUN2	000327		164334	RUBBLE BLACKTOP STONE OIL		517.79	
		06/19/2018 W	18JUN2	000327		164334	19018			
API	A3335014-54100	06/19/2018 W	18JUN2	000327	180279	164335	RUBBLE BLACKTOP STONE OIL		556.66	
		06/19/2018 W	18JUN2	000327	180279	164335	19018			
POL	A3335014-54100	06/19/2018 LIQ/INV	18JUN2	000327	180279	164335	RUBBLE BLACKTOP STONE OIL	4		556.66
		06/19/2018 LIQ/INV	18JUN2	000327	180279	164335	19018	2018		
API	A3335014-54100	06/19/2018 W	18JUN2	000327	180279	164336	RUBBLE BLACKTOP STONE OIL		665.85	
		06/19/2018 W	18JUN2	000327	180279	164336	19018			
POL	A3335014-54100	06/19/2018 LIQ/INV	18JUN2	000327	180279	164336	RUBBLE BLACKTOP STONE OIL	4		665.85
		06/19/2018 LIQ/INV	18JUN2	000327	180279	164336	19018	2018		
API	A3335014-54100	06/19/2018 W	18JUN2	000327	180279	164337	RUBBLE BLACKTOP STONE OIL		666.36	
		06/19/2018 W	18JUN2	000327	180279	164337	19018			
POL	A3335014-54100	06/19/2018 LIQ/INV	18JUN2	000327	180279	164337	RUBBLE BLACKTOP STONE OIL	4		666.36
		06/19/2018 LIQ/INV	18JUN2	000327	180279	164337	19018	2018		
API	A3537114-54180	06/19/2018 W	18JUN2	000327		164338	OTHER SUPPLIES		842.75	
		06/19/2018 W	18JUN2	000327		164338	19018			
API	A3335014-54100	06/19/2018 W	18JUN2	000327	180279	164339	RUBBLE BLACKTOP STONE OIL		921.24	
		06/19/2018 W	18JUN2	000327	180279	164339	19018			
POL	A3335014-54100	06/19/2018 LIQ/INV	18JUN2	000327	180279	164339	RUBBLE BLACKTOP STONE OIL	4		921.24
		06/19/2018 LIQ/INV	18JUN2	000327	180279	164339	19018	2018		
API	A3335014-54180	06/19/2018 W	18JUN2	000327		164340	OTHER SUPPLIES		943.63	
		06/19/2018 W	18JUN2	000327		164340	19018			
API	A044-41587	06/19/2018 W	18JUN2	007935		164342	DUMPSTER/RIGHT OF WAY FEES		50.00	
		06/19/2018 W	18JUN2	007935		164342	REIMB RIGHT OF WAY			
API	A3143124-54720	06/19/2018 W	18JUN2	003602		164343	SERVICE CONTRACTS - PROF SERV		16.67	
		06/19/2018 W	18JUN2	003602		164343	5/1-6/1/18			
API	A3143124-54740	06/19/2018 W	18JUN2	006294	180236	164344	SERVICE CONTRACTS - EQUIPMENT		665.00	
		06/19/2018 W	18JUN2	006294	180236	164344	SARAT,SP			
POL	A3143124-54740	06/19/2018 LIQ/INV	18JUN2	006294	180236	164344	SERVICE CONTRACTS - EQUIPMENT	4		665.00
		06/19/2018 LIQ/INV	18JUN2	006294	180236	164344	SARAT,SP	2018		
API	A3335014-54100	06/19/2018 W	18JUN2	000329		164345	RUBBLE BLACKTOP STONE OIL		231.21	
		06/19/2018 W	18JUN2	000329		164345	222			

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API	A3143314-54713	06/19/2018 W	18JUN2	000335	180401	164346	PAVEMENT MARKING MATERIALS 3843		2,800.00	
POL	A3143314-54713	06/19/2018 LIQ/INV		000335	180401	164346	PAVEMENT MARKING MATERIALS 3843	4 2018		2,800.00
API	A3143124-54160	06/19/2018 W	18JUN2	003333		164347	UNIFORMS CLOTHING REIMB		42.80	
API	A3335014-54510	06/19/2018 W	18JUN2	000125		164348	REPAIRS & MAINTENANCE VEHICLE CITYSA0		1,470.30	
API	A3618684-54748-8020	06/19/2018 W	18JUN2	007927		164349	PLANNING BOARD SPECIAL PROJECT REFUND		2,321.25	
API	F3638334-54180	06/19/2018 W	18JUN2	007302		164350	OTHER SUPPLIES 1/16/18		405.30	
API	A3143014-54110	06/19/2018 W	18JUN2	000223		164351	OFFICE SUPPLIES 4659857		7.28	
API	A3143124-54740	06/19/2018 W	18JUN2	000223		164352	SERVICE CONTRACTS - EQUIPMENT 4659857		9.45	
API	A3051414-54740	06/19/2018 W	18JUN2	000223	180106	164353	SERVICE CONTRACTS - EQUIPMENT 4659857		24.98	
POL	A3051414-54740	06/19/2018 LIQ/INV		000223	180106	164353	SERVICE CONTRACTS - EQUIPMENT 4659857	4 2018		24.98
API	A3143124-54740	06/19/2018 W	18JUN2	000223		164354	SERVICE CONTRACTS - EQUIPMENT 4659857		35.31	
API	A3143124-54740	06/19/2018 W	18JUN2	000223		164355	SERVICE CONTRACTS - EQUIPMENT 323252-1023244A3		244.28	
API	A3567154-54180	06/19/2018 W	18JUN2	000804		164356	OTHER SUPPLIES 11403002		312.60	
API	A3031654-54210	06/19/2018 W	18JUN2	006851		164357	GARAGE SUPPLIES 4305		41.03	
API	A3031654-54210	06/19/2018 W	18JUN2	006851		164357	GARAGE SUPPLIES 4305		337.81	
API	A3031654-54210	06/19/2018 W	18JUN2	006851		164357	GARAGE SUPPLIES 4305		35.53	
API	A3335014-54180	06/19/2018 W	18JUN2	006851		164357	OTHER SUPPLIES 4305		47.11	
API	A3335014-54510	06/19/2018 W	18JUN2	006851		164357	REPAIRS & MAINTENANCE VEHICLE 4305		17.81	
API	A3335014-54510	06/19/2018 W	18JUN2	006851		164357	REPAIRS & MAINTENANCE VEHICLE 4305		500.00	
API	A3335014-54510	06/19/2018 W	18JUN2	006851		164357	REPAIRS & MAINTENANCE VEHICLE 4305		88.17	
API	A3335014-54510	06/19/2018 W	18JUN2	006851		164357	REPAIRS & MAINTENANCE VEHICLE 4305		147.83	
API	A3335014-54510	06/19/2018 W	18JUN2	006851		164357	REPAIRS & MAINTENANCE VEHICLE 4305		45.58	
API	A3335014-54510	06/19/2018 W	18JUN2	006851		164357	REPAIRS & MAINTENANCE VEHICLE 4305		320.82	
API	A3335014-54510	06/19/2018 W	18JUN2	006851		164357	REPAIRS & MAINTENANCE VEHICLE 4305		129.64	
API	A3143414-54520						GAS & OIL		24.98	

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	API	06/19/2018	W 18JUN2	006851		164358	4310			
	API	06/19/2018	W 18JUN2	006851		164358	REPAIRS & MAINTENANCE VEHICLE		11.67	
	API	06/19/2018	W 18JUN2	006851		164358	4310			
	API	06/19/2018	W 18JUN2	006851		164358	REPAIRS & MAINTENANCE VEHICLE		163.04	
	API	06/19/2018	W 18JUN2	006851		164358	4310			
	API	06/19/2018	W 18JUN2	006851		164358	REPAIRS & MAINTENANCE VEHICLE		45.99	
	API	06/19/2018	W 18JUN2	006851		164358	4310			
	API	06/19/2018	W 18JUN2	006851		164358	REPAIRS & MAINTENANCE VEHICLE		248.84	
	API	06/19/2018	W 18JUN2	006851		164358	4310			
	API	06/19/2018	W 18JUN2	006851		164358	REPAIRS & MAINTENANCE VEHICLE		97.63	
	API	06/19/2018	W 18JUN2	006851		164358	4310			
	API	06/19/2018	W 18JUN2	006851		164358	REPAIRS & MAINTENANCE VEHICLE		35.94	
	API	06/19/2018	W 18JUN2	006851		164358	4310			
	API	06/19/2018	W 18JUN2	006851		164358	REPAIRS & MAINTENANCE VEHICLE		7.49	
	API	06/19/2018	W 18JUN2	006851		164358	4310			
	API	06/19/2018	W 18JUN2	006851		164358	REPAIRS & MAINTENANCE VEHICLE		2,770.58	
	API	06/19/2018	W 18JUN2	006851		164358	4310			
	API	06/19/2018	W 18JUN2	006943		164359	OTHER SUPPLIES		154.57	
	API	06/19/2018	W 18JUN2	000497		164360	SSPD			
	API	06/19/2018	W 18JUN2	000497		164360	BUSINESS EXPENSE/SALES		1,152.00	
	API	06/19/2018	W 18JUN2	000364		164361	5/23/18			
	API	06/19/2018	W 18JUN2	000364		164361	OFFICE SUPPLIES		60.00	
	API	06/19/2018	W 18JUN2	000364		164361	SSPD COMM DEEDS			
	API	06/19/2018	W 18JUN2	007938		164362	EDUCATION	Y	30.00	
	API	06/19/2018	W 18JUN2	007938		164362	L. CONNORS			
	API	06/19/2018	W 18JUN2	000016		164363	LEGAL		610.00	
	API	06/19/2018	W 18JUN2	000016		164363	5/22/18			
	API	06/19/2018	W 18JUN2	000016		164364	CURRENT CHARGES		911,719.25	
	API	06/19/2018	W 18JUN2	000016		164364	2ND QTR 2018			
	API	06/19/2018	W 18JUN2	000016		164365	DUE TO COUNTY		2,745,516.15	
	API	06/19/2018	W 18JUN2	000016		164365	2ND QTR 2018			
	API	06/19/2018	W 18JUN2	005226	180353	164368	RENTAL		450.00	
	POL	06/19/2018	LIQ/INV	005226	180353	164368	OFFICE LEASE	4		450.00
	API	06/19/2018	W 18JUN2	004227		164369	RENTAL	2018		
	API	06/19/2018	W 18JUN2	004227		164369	OFFICE LEASE		10,000.00	
	API	06/19/2018	W 18JUN2	004701		164370	CAPITAL PROJECT OUTLAY			
	API	06/19/2018	W 18JUN2	004701		164371	5/24/18			
	API	06/19/2018	W 18JUN2	004701		164371	ADVERTISING		297.50	
	API	06/19/2018	W 18JUN2	004701		164371	2529			
	API	06/19/2018	W 18JUN2	004701		164371	ADVERTISING		177.21	
	API	06/19/2018	W 18JUN2	004701		164371	4783			
	API	06/19/2018	W 18JUN2	004701		164371	ADVERTISING		177.21	
	API	06/19/2018	W 18JUN2	004701		164371	4783			
	API	06/19/2018	W 18JUN2	004701		164371	ADVERTISING		177.21	
	API	06/19/2018	W 18JUN2	004701		164371	4783			
	API	06/19/2018	W 18JUN2	004701		164371	ADVERTISING		177.21	
	API	06/19/2018	W 18JUN2	004701		164371	4783			
	API	06/19/2018	W 18JUN2	004701		164371	PRINTING		196.90	
	API	06/19/2018	W 18JUN2	004701		164371	4783			

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API	F3638314-54410	06/19/2018 W	18JUN2	004701		164371	PRINTING 4783		196.90	
API	F3638314-54410	06/19/2018 W	18JUN2	004701		164371	PRINTING 4783		590.70	
API	E3577164-54140	06/19/2018 W	18JUN2	000371		164372	JANITORIAL SUPPLIES 413		30.36	
API	A3143124-54510	06/19/2018 W	18JUN2	000371		164373	REPAIRS & MAINTENANCE VEHICLE 209150		21.96	
API	A3143312-52802	06/19/2018 W	18JUN2	000371		164373	TOOLS & EQUIPMENT 209150		8.49	
API	A3143314-54510	06/19/2018 W	18JUN2	000371		164373	REPAIRS & MAINTENANCE VEHICLE 209150		2.00	
API	A3143314-54510	06/19/2018 W	18JUN2	000371		164373	REPAIRS & MAINTENANCE VEHICLE 209150		28.26	
API	A3143314-54332	06/19/2018 W	18JUN2	000371		164373	MATERIALS & REPAIRS TRAFFIC LT 209150		90.52	
API	F3638334-54330	06/19/2018 W	18JUN2	000371		164374	REPAIRS & MAINTENANCE EQUIPMEN 209148		19.47	
API	F3638334-54330	06/19/2018 W	18JUN2	000371		164374	REPAIRS & MAINTENANCE EQUIPMEN 209148		44.54	
API	F3638334-54330	06/19/2018 W	18JUN2	000371		164374	REPAIRS & MAINTENANCE EQUIPMEN 209148		13.98	
API	F3638334-54330	06/19/2018 W	18JUN2	000371		164374	REPAIRS & MAINTENANCE EQUIPMEN 209148		50.10	
API	F3638334-54330	06/19/2018 W	18JUN2	000371		164374	REPAIRS & MAINTENANCE EQUIPMEN 209148		32.23	
API	F3638334-54330	06/19/2018 W	18JUN2	000371		164374	REPAIRS & MAINTENANCE EQUIPMEN 209148			12.48
API	F3638334-54610	06/19/2018 W	18JUN2	000371		164374	REPAIRS & MAINTENANCE BUILDING 209148		26.59	
API	F3638334-54610	06/19/2018 W	18JUN2	000371		164374	REPAIRS & MAINTENANCE BUILDING 209148		14.97	
API	F3638334-54610	06/19/2018 W	18JUN2	000371		164374	REPAIRS & MAINTENANCE BUILDING 209148		41.12	
API	A3567184-54610-3000	06/19/2018 W	18JUN2	000371		164376	REPAIRS & MAINTENANCE BUILDING 209148		79.40	
API	A3537114-54180	06/19/2018 W	18JUN2	000371		164376	OTHER SUPPLIES 209148		1,114.94	
API	V3719714-54720	06/19/2018 W	18JUN2	000374		164377	SERVICE CONTRACTS - PROF SERV 19397		93.40	
API	V3719714-54720	06/19/2018 W	18JUN2	000374		164378	SERVICE CONTRACTS - PROF SERV 19397		20.00	
API	A3051414-54490	06/19/2018 W	18JUN2	000374		164378	GENERAL ADVERTISING 19397		86.81	
API	A3021364-54420	06/19/2018 W	18JUN2	000374		164379	ADVERTISING 19268		176.32	
API	A3051414-54490	06/19/2018 W	18JUN2	000374		164380	GENERAL ADVERTISING 19397		197.04	
API	A3021364-54420						ADVERTISING		220.40	

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	API	06/19/2018	W 18JUN2	000374		164381	19268 ADVERTISING		160.00	
	API	06/19/2018	W 18JUN2	000374		164382	17657 ADVERTISING		792.00	
	API	06/19/2018	W 18JUN2	000374		164382	17657 ADVERTISING		952.00	
	API	06/19/2018	W 18JUN2	000374		164382	17657 SERVICE CONTRACTS - PROF SERV		455.34	
	API	06/19/2018	W 18JUN2	002787		164383	8104810082 SERVICE CONTRACTS - PROF SERV		455.34	
	API	06/19/2018	W 18JUN2	002787		164383	8104810082 REPAIRS & MAINTENANCE BUILDING		1,258.92	
	API	06/19/2018	W 18JUN2	003430		164384	00595-023329 REPAIRS & MAINTENANCE BUILDING			82.36
	API	06/19/2018	W 18JUN2	003430		164384	00595-023329 SERVICE CONTRACTS - PROF SERV		2,200.00	
	API	06/19/2018	W 18JUN2	006825		164385	10798 OTHER SUPPLIES		80.26	
	API	06/19/2018	W 18JUN2	000378		164386	5/7/18 OTHER SUPPLIES		1,201.42	
	API	06/19/2018	W 18JUN2	006261		164387	CU-10023514 REPAIRS & MAINTENANCE BUILDING		495.66	
	API	06/19/2018	W 18JUN2	000378		164388	1373-2 REPAIRS & MAINTENANCE PUMPS		519.46	
	API	06/19/2018	W 18JUN2	000907		164389	204426 OTHER SUPPLIES		1,059.50	
	API	06/19/2018	W 18JUN2	007309		164390	330254 LANDSCAPING		740.00	
	API	06/19/2018	W 18JUN2	007309		164390	330254 LANDSCAPING		1,006.79	
	API	06/19/2018	W 18JUN2	007309		164390	330254 LANDSCAPING		918.35	
	API	06/19/2018	W 18JUN2	007309		164390	330254 LANDSCAPING		536.44	
	API	06/19/2018	W 18JUN2	007309		164390	330254 BUILDING PERMITS		125.40	
	API	06/19/2018	W 18JUN2	007939		164391	OVERPAYMENT REPAIRS & MAINTENANCE BUILDING		785.00	
	API	06/19/2018	W 18JUN2	007886		164392	4/30/18 SERVICE CONTRACTS - PROF SERV		1,045.00	
	API	06/19/2018	W 18JUN2	003008		164393	00004444 SERVICE CONTRACTS - PROF SERV		980.00	
	API	06/19/2018	W 18JUN2	006737	180459	164394	LAB TESTING SERVICE CONTRACTS - PROF SERV			980.00
	POL	06/19/2018	LIQ/INV	006737	180459	164394	LAB TESTING DUE TO OTHER FUNDS		30,957.70	
	API	06/19/2018	W 18JUN2	000739		164395	2ND QTR 2018 REC FACILITY DESIGN AND CONST	Y	7,620.00	
	API	06/19/2018	W 18JUN2	007548	180251	164396	INSTALL WINCHES			

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API	H3517114-54720-1069	06/19/2018 W	18JUN2	007548		164396	REC FACILITY DESIGN AND CONST INSTALL WINCHES	Y	1,300.00	
POL	H3517114-54720-1069	06/19/2018 LIQ/INV		007548	180251	164396	REC FACILITY DESIGN AND CONST INSTALL WINCHES	4 2018		7,620.00
API	A3031624-54140	06/19/2018 W	18JUN2	000407		164397	JANITORIAL SUPPLIES 560628		721.80	
API	A3031654-54140	06/19/2018 W	18JUN2	000407		164397	JANITORIAL SUPPLIES 560628		53.54	
API	A3021314-54110	06/19/2018 W	18JUN2	002237		164398	OFFICE SUPPLIES RC1005296		59.70	
API	A3021314-54110	06/19/2018 W	18JUN2	002237		164398	OFFICE SUPPLIES RC1005296		199.18	
API	A3143124-54180	06/19/2018 W	18JUN2	002237		164399	OTHER SUPPLIES 1005296		59.60	
API	A3143124-54180	06/19/2018 W	18JUN2	002237		164399	OTHER SUPPLIES 1005296		86.32	
API	A3143124-54180	06/19/2018 W	18JUN2	002237		164399	OTHER SUPPLIES 1005296		63.54	
API	A3143414-54110	06/19/2018 W	18JUN2	002237		164399	OFFICE SUPPLIES 1005296		112.69	
API	A3143414-54110	06/19/2018 W	18JUN2	002237		164401	OFFICE SUPPLIES RC1005296		83.24	
API	A3143414-54110	06/19/2018 W	18JUN2	002237		164401	OFFICE SUPPLIES RC1005296		112.68	
API	A3143124-54180	06/19/2018 W	18JUN2	002237		164401	OTHER SUPPLIES RC1005296		1,168.48	
API	A3143414-54150	06/19/2018 W	18JUN2	000502		164402	EMS SUPPLIES 8000761		624.09	
API	A3567144-54720-3000	06/19/2018 W	18JUN2	000806	180341	164404	SERVICE CONTRACTS - PROF SERV PORT-A-JOHNS		1,576.00	
POL	A3567144-54720-3000	06/19/2018 LIQ/INV		000806	180341	164404	SERVICE CONTRACTS - PROF SERV PORT-A-JOHNS	4 2018		1,576.00
API	A3537114-54680	06/19/2018 W	18JUN2	000403		164405	LANDSCAPING 0534		722.89	
API	A3143124-54140	06/19/2018 W	18JUN2	007061		164406	JANITORIAL SUPPLIES 712642		282.66	
API	F3638334-54141	06/19/2018 W	18JUN2	000393	171412	164407	CHEMICALS 322426		1,003.96	
POL	F3638334-54141	06/19/2018 LIQ/INV		000393	171412	164407	CHEMICALS 322426	4 2017		1,003.96
API	A3335014-54510	06/19/2018 W	18JUN2	000420		164408	REPAIRS & MAINTENANCE VEHICLE 38284		853.89	
API	A3335014-54510	06/19/2018 W	18JUN2	000420		164408	REPAIRS & MAINTENANCE VEHICLE 38284		150.54	
API	A3335124-54510	06/19/2018 W	18JUN2	000420		164408	REPAIRS & MAINTENANCE VEHICLE 38284		150.53	
API	A3335014-54510	06/19/2018 W	18JUN2	001613		164410	REPAIRS & MAINTENANCE VEHICLE 4027270		929.30	
API	A3537114-54180						OTHER SUPPLIES		166.55	

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	API	06/19/2018	W 18JUN2	000965		164411	487688			
	API	06/19/2018	W 18JUN2	000269	180419	164412	PAVEMENT MARKING MATERIALS		11,232.00	
	POL	06/19/2018	LIQ/INV	000269	180419	164412	TDS4744			11,232.00
	API	06/19/2018	W 18JUN2	007001		164413	PAVEMENT MARKING MATERIALS	4		
	API	06/19/2018	W 18JUN2	007001		164414	TDS4744	2018		
	API	06/19/2018	W 18JUN2	007001		164413	SERVICE CONTRACTS - EQUIPMENT		99.99	
	API	06/19/2018	W 18JUN2	007001		164413	013887001			
	API	06/19/2018	W 18JUN2	007001		164414	SERVICE CONTRACTS - EQUIPMENT		304.84	
	API	06/19/2018	W 18JUN2	007893		164415	020946201			
	API	06/19/2018	W 18JUN2	007597	180242	164416	OTHER SUPPLIES		1,425.00	
	POL	06/19/2018	LIQ/INV	007597	180242	164416	4/27/18			
	API	06/19/2018	W 18JUN2	007597	180242	164416	REPAIRS & MAINTENANCE VEHICLE		6,169.00	
	POL	06/19/2018	LIQ/INV	007597	180242	164416	5/14/18			6,169.00
	API	06/19/2018	W 18JUN2	007895	180352	164417	REPAIRS & MAINTENANCE VEHICLE	4		
	POL	06/19/2018	LIQ/INV	007895	180352	164417	5/14/18	2018		
	API	06/19/2018	W 18JUN2	007895	180352	164417	PROPERTY LOSS CITY GARAGE		4,860.00	
	API	06/19/2018	W 18JUN2	007895	180352	164417	DPW GARGAE ESTIMATING			
	POL	06/19/2018	LIQ/INV	007895	180352	164417	PROPERTY LOSS CITY GARAGE	4		4,860.00
	API	06/19/2018	W 18JUN2	007350		164418	DPW GARGAE ESTIMATING	2018		
	API	06/19/2018	W 18JUN2	007007	171581	164419	SERVICE CONTRACTS - PROF SERV		1,202.22	
	POL	06/19/2018	LIQ/INV	007007	171581	164419	36454			
	API	06/19/2018	W 18JUN2	003256		164420	WEBSITE DESIGN		15,006.25	
	API	06/19/2018	W 18JUN2	003256	180372	164424	WEBSITE DESIGN			
	POL	06/19/2018	LIQ/INV	003256	180372	164424	WEBSITE DESIGN	4		15,006.25
	API	06/19/2018	W 18JUN2	003256	180372	164424	WEBSITE DESIGN	2017		
	API	06/19/2018	W 18JUN2	003256	180372	164424	SERVICE CONTRACTS - PROF SERV		156.75	
	API	06/19/2018	W 18JUN2	003256	180372	164424	1290931			
	API	06/19/2018	W 18JUN2	003256	180372	164424	UNIFORMS		73.80	
	API	06/19/2018	W 18JUN2	003256	180372	164424	1269237			
	API	06/19/2018	W 18JUN2	003256	180372	164424	GARAGE SUPPLIES		72.41	
	API	06/19/2018	W 18JUN2	003256	180372	164424	1269237			
	POL	06/19/2018	LIQ/INV	003256	180372	164424	OTHER SUPPLIES		186.12	
	API	06/19/2018	W 18JUN2	003256	180372	164424	1269237			
	POL	06/19/2018	LIQ/INV	003256	180372	164424	UNIFORMS	4		73.80
	API	06/19/2018	W 18JUN2	003256	180372	164424	1269237	2018		
	API	06/19/2018	W 18JUN2	003256	180372	164424	GARAGE SUPPLIES	4		72.41
	API	06/19/2018	W 18JUN2	003256	180372	164424	1269237	2018		
	API	06/19/2018	W 18JUN2	003256	180372	164424	OTHER SUPPLIES	4		186.12
	API	06/19/2018	W 18JUN2	003256	180372	164424	1269237	2018		
	API	06/19/2018	W 18JUN2	003256	180372	164426	REPAIRS & MAINTENANCE BUILDING		121.60	
	API	06/19/2018	W 18JUN2	003256	180372	164426	MATS, MOPS, UNIFORMS			
	API	06/19/2018	W 18JUN2	003256	180372	164426	UNIFORMS		98.40	
	API	06/19/2018	W 18JUN2	003256	180372	164426	MATS, MOPS, UNIFORMS			
	API	06/19/2018	W 18JUN2	003256	180372	164426	GARAGE SUPPLIES		106.02	
	API	06/19/2018	W 18JUN2	003256	180372	164426	MATS, MOPS, UNIFORMS			
	API	06/19/2018	W 18JUN2	003256	180372	164426	REPAIRS & MAINTENANCE BUILDING		101.96	
	API	06/19/2018	W 18JUN2	003256	180372	164426	MATS, MOPS, UNIFORMS			
	API	06/19/2018	W 18JUN2	003256	180372	164426	OTHER SUPPLIES		186.12	
	API	06/19/2018	W 18JUN2	003256	180372	164426	MATS, MOPS, UNIFORMS			

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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
POL	A3031624-54610						REPAIRS & MAINTENANCE BUILDING	4		121.60
	06/19/2018	LIQ/INV		003256	180372	164426	MATS, MOPS, UNIFORMS	2018		
POL	A3031654-54160						UNIFORMS	4		98.40
	06/19/2018	LIQ/INV		003256	180372	164426	MATS, MOPS, UNIFORMS	2018		
POL	A3031654-54210						GARAGE SUPPLIES	4		106.02
	06/19/2018	LIQ/INV		003256	180372	164426	MATS, MOPS, UNIFORMS	2018		
POL	A3537114-54610						REPAIRS & MAINTENANCE BUILDING	4		101.96
	06/19/2018	LIQ/INV		003256	180372	164426	MATS, MOPS, UNIFORMS	2018		
POL	A3567174-54180-3000						OTHER SUPPLIES	4		186.12
	06/19/2018	LIQ/INV		003256	180372	164426	MATS, MOPS, UNIFORMS	2018		
API	E3577164-54720						SERVICE CONTRACTS - PROF SERV		2,069.77	
	06/19/2018	W 18JUN2		007272	180225	164427	2192867			
POL	E3577164-54720						SERVICE CONTRACTS - PROF SERV	4		2,069.77
	06/19/2018	LIQ/INV		007272	180225	164427	2192867	2018		
API	F3638314-54120						POSTAGE		2,250.00	
	06/19/2018	W 18JUN2		002533		164428	JULY 2018			
API	G3638114-54120						POSTAGE		2,250.00	
	06/19/2018	W 18JUN2		002533		164428	JULY 2018			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		27.17	
	06/19/2018	W 18JUN2		001927		164429	5185837350095247			
API	A3021694-54670						PHONES		28.35	
	06/19/2018	W 18JUN2		001927		164430	5185800781394241			
API	A3143124-54670						PHONES		38.20	
	06/19/2018	W 18JUN2		001927		164431	85185840661828249			
API	A3143124-54670						PHONES		38.53	
	06/19/2018	W 18JUN2		001927		164432	5185846400685246			
API	A3143124-54670						PHONES		61.63	
	06/19/2018	W 18JUN2		001927		164433	5185818707789245			
API	A3143124-54670						PHONES		317.74	
	06/19/2018	W 18JUN2		001927		164434	5185843042705243			
API	A3335014-54740						SERVICE CONTRACTS - EQUIPMENT		1,948.78	
	06/19/2018	W 18JUN2		006172	171813	164435	INVE0173494			
POL	A3335014-54740						SERVICE CONTRACTS - EQUIPMENT	4		1,948.78
	06/19/2018	LIQ/INV		006172	171813	164435	INVE0173494	2017		
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		1,162.48	
	06/19/2018	W 18JUN2		002834		164436	4482243			
API	E3577164-54792						MISCELLANEOUS		155.88	
	06/19/2018	W 18JUN2		007528		164437	4121265990220290			
API	E3577164-54201						BUSINESS EXPENSE/SALES		756.76	
	06/19/2018	W 18JUN2		007528		164437	4121265990220290			
API	E3577164-54792						MISCELLANEOUS		28.66	
	06/19/2018	W 18JUN2		007528		164437	4121265990220290			
API	A3021314-54110						OFFICE SUPPLIES		5.98	
	06/19/2018	W 18JUN2		003346		164438	C 1444401			
API	A3618684-54110						OFFICE SUPPLIES		13.41	
	06/19/2018	W 18JUN2		003346		164439	C1067550			
API	A3143414-54110						OFFICE SUPPLIES		86.52	
	06/19/2018	W 18JUN2		003346		164440	C1067550			
API	A3537114-54610						REPAIRS & MAINTENANCE BUILDING		3,775.00	

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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
		06/19/2018 W	18JUN2	007846	180220	164441	COLUMN AND MOLD			
POL	A3537114-54610						REPAIRS & MAINTENANCE BUILDING 4			3,775.00
		06/19/2018 LIQ/INV		007846	180220	164441	COLUMN AND MOLD 2018			
API	A-2630						DUE TO OTHER FUNDS		12,750.74	
		06/19/2018 W	18JUN2	002743		164442	2ND QTR 2018			
API	A3143414-54330						REPAIRS & MAINTENANCE EQUIPMEN		94.04	
		06/19/2018 W	18JUN2	000713		164443	REIMB			
API	A3143124-54670						PHONES		446.43	
		06/19/2018 W	18JUN2	007609		164444	4298323			
API	A3143414-54670						PHONES		74.40	
		06/19/2018 W	18JUN2	007609		164444	4298323			
API	A3567154-54350						POOL		135.00	
		06/19/2018 W	18JUN2	007934		164445	CAMP REIMB			
API	A3031654-54610						REPAIRS & MAINTENANCE BUILDING		165.00	
		06/19/2018 W	18JUN2	001973		164446	13696			
API	A3335014-54180						OTHER SUPPLIES		207.58	
		06/19/2018 W	18JUN2	001973		164446	13696			
API	A3335184-54750						STREET LIGHTING		314.90	
		06/19/2018 W	18JUN2	001973		164446	13696			
API	A3335184-54750						STREET LIGHTING		88.44	
		06/19/2018 W	18JUN2	001973		164446	13696			
API	A3335184-54750						STREET LIGHTING		58.63	
		06/19/2018 W	18JUN2	001973		164446	13696			
API	A3335184-54750						STREET LIGHTING		270.48	
		06/19/2018 W	18JUN2	001973		164446	13696			
API	A3537114-54180						OTHER SUPPLIES		8.34	
		06/19/2018 W	18JUN2	001973		164446	13696			
API	A3537114-54610						REPAIRS & MAINTENANCE BUILDING		40.45	
		06/19/2018 W	18JUN2	001973		164446	13696			
API	A3537114-54610						REPAIRS & MAINTENANCE BUILDING		2.16	
		06/19/2018 W	18JUN2	001973		164446	13696			
API	A3638184-54610						REPAIRS & MAINTENANCE BUILDING		381.75	
		06/19/2018 W	18JUN2	001973		164446	13696			
API	A3031494-54110						OFFICE SUPPLIES		5.69	
		06/19/2018 W	18JUN2	003346		164447	C1067550			
API	A3031624-54140						JANITORIAL SUPPLIES		17.97	
		06/19/2018 W	18JUN2	003346		164447	C1067550			
API	A3031654-54110						OFFICE SUPPLIES		545.88	
		06/19/2018 W	18JUN2	003346		164447	C1067550			
API	A3143414-54330						REPAIRS & MAINTENANCE EQUIPMEN		34.26	
		06/19/2018 W	18JUN2	000086	180247	164448	6/5/18			
POL	A3143414-54330						REPAIRS & MAINTENANCE EQUIPMEN 4			34.26
		06/19/2018 LIQ/INV		000086	180247	164448	6/5/18 2018			
API	A3143414-54220						TRAVEL		30.80	
		06/19/2018 W	18JUN2	007653		164449	REISSUE			
API	A3143034-54160						UNIFORMS		49.97	
		06/19/2018 W	18JUN2	006578		164450	REISSUE			
GENERAL LEDGER TOTAL									4,097,539.71	222.58

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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 A-2600							ACCOUNTS PAYABLE			3,048,990.66
06/19/2018 W 18JUN2				B 2859						
API E-2600							ACCOUNTS PAYABLE			27,659.42
06/19/2018 W 18JUN2				B 2859						
API F-2600							ACCOUNTS PAYABLE			35,440.65
06/19/2018 W 18JUN2				B 2859						
API G-2600							ACCOUNTS PAYABLE			916,547.24
06/19/2018 W 18JUN2				B 2859						
API H-2600							ACCOUNTS PAYABLE			65,605.73
06/19/2018 W 18JUN2				B 2859						
API V-2600							ACCOUNTS PAYABLE			1,245.04
06/19/2018 W 18JUN2				B 2859						
API Y-2600							ACCOUNTS PAYABLE			1,828.39
06/19/2018 W 18JUN2				B 2859						
POL A-1521							ENCUMBRANCES			138,286.83
06/19/2018 W 18JUN2				B 2859						
POL E-1521							ENCUMBRANCES			17,076.02
06/19/2018 W 18JUN2				B 2859						
POL F-1521							ENCUMBRANCES			26,760.88
06/19/2018 W 18JUN2				B 2859						
POL G-1521							ENCUMBRANCES			1,450.00
06/19/2018 W 18JUN2				B 2859						
POL H-1521							ENCUMBRANCES			53,655.20
06/19/2018 W 18JUN2				B 2859						
POL A-2963							BUDGETARY FUND BALANCE RES ENC	138,286.83		
06/19/2018 W 18JUN2				B 2859						
POL E-2963							BUDGETARY FUND BALANCE RES ENC	17,076.02		
06/19/2018 W 18JUN2				B 2859						
POL F-2963							BUDGETARY FUND BALANCE RES ENC	26,760.88		
06/19/2018 W 18JUN2				B 2859						
POL G-2963							BUDGETARY FUND BALANCE RES ENC	1,450.00		
06/19/2018 W 18JUN2				B 2859						
POL H-2963							BUDGETARY FUND BALANCE RES ENC	53,655.20		
06/19/2018 W 18JUN2				B 2859						
SYSTEM GENERATED ENTRIES TOTAL									237,228.93	4,334,546.06
JOURNAL 2018/06/177 TOTAL									4,334,768.64	4,334,768.64
2018 6 177										
API A-1522							EXPENDITURES		259,335.67	
06/19/2018 W 18JUN2				B 2859						
API E-1522							EXPENDITURES		27,591.67	
06/19/2018 W 18JUN2				B 2859						
API F-1522							EXPENDITURES		35,440.65	
06/19/2018 W 18JUN2				B 2859						

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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 G-1522	06/19/2018	W 18JUN2	B	2859		EXPENDITURES			916,547.24	
API H-1522	06/19/2018	W 18JUN2	B	2859		EXPENDITURES			65,605.73	
API V-1522	06/19/2018	W 18JUN2	B	2859		EXPENDITURES			1,245.04	
API Y-1522	06/19/2018	W 18JUN2	B	2859		EXPENDITURES			1,828.39	
API A-2980	06/19/2018	W 18JUN2	B	2859		REVENUES			430.40	
API E-2980	06/19/2018	W 18JUN2	B	2859		REVENUES			67.75	

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2018	6	177	06/19/2018			
	A-1521					ENCUMBRANCES		138,286.83
	A-1522					EXPENDITURES	259,335.67	
	A-2600					ACCOUNTS PAYABLE		3,048,990.66
	A-2630					DUE TO OTHER FUNDS	43,708.44	
	A-2670					DUE TO COUNTY	2,745,516.15	
	A-2963					BUDGETARY FUND BALANCE RES ENC	138,286.83	
	A-2980					REVENUES	430.40	
						FUND TOTAL	3,187,277.49	3,187,277.49
E	CITY CENTER AUTHORITY	2018	6	177	06/19/2018			
	E-1521					ENCUMBRANCES		17,076.02
	E-1522					EXPENDITURES	27,591.67	
	E-2600					ACCOUNTS PAYABLE		27,659.42
	E-2963					BUDGETARY FUND BALANCE RES ENC	17,076.02	
	E-2980					REVENUES	67.75	
						FUND TOTAL	44,735.44	44,735.44
F	WATER FUND	2018	6	177	06/19/2018			
	F-1521					ENCUMBRANCES		26,760.88
	F-1522					EXPENDITURES	35,440.65	
	F-2600					ACCOUNTS PAYABLE		35,440.65
	F-2963					BUDGETARY FUND BALANCE RES ENC	26,760.88	
						FUND TOTAL	62,201.53	62,201.53
G	SEWER FUND	2018	6	177	06/19/2018			
	G-1521					ENCUMBRANCES		1,450.00
	G-1522					EXPENDITURES	916,547.24	
	G-2600					ACCOUNTS PAYABLE		916,547.24
	G-2963					BUDGETARY FUND BALANCE RES ENC	1,450.00	
						FUND TOTAL	917,997.24	917,997.24
H	CAPITAL PROJECTS FUND	2018	6	177	06/19/2018			
	H-1521					ENCUMBRANCES		53,655.20
	H-1522					EXPENDITURES	65,605.73	
	H-2600					ACCOUNTS PAYABLE		65,605.73
	H-2963					BUDGETARY FUND BALANCE RES ENC	53,655.20	
						FUND TOTAL	119,260.93	119,260.93
V	DEBT SERVICE FUND	2018	6	177	06/19/2018			
	V-1522					EXPENDITURES	1,245.04	
	V-2600					ACCOUNTS PAYABLE		1,245.04
						FUND TOTAL	1,245.04	1,245.04

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
Y	COMMUNITY DEVELOPMENT FUND Y-1522 Y-2600	2018	6	177	06/19/2018	EXPENDITURES ACCOUNTS PAYABLE	1,828.39	1,828.39
FUND TOTAL							1,828.39	1,828.39

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



CHANGE ORDER
City of Saratoga Springs

No. 11

DATE OF ISSUANCE: 6-1-2018

EFFECTIVE DATE: 6-1-2018

OWNER: City of Saratoga Springs

CONTRACTOR: Bondad Construction Inc.

Contact: James Ackerman

Project: PD Dispatch

OWNER'S Contract No.: 00171709-00

ENGINEER'S Contract No.: _____

ENGINEER: _____

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

Description: Deduct Change order for electrical change.

Reason for Change Order: _____

Attachments: (List documents supporting change) BCI Change order.

CHANGE IN CONTRACT PRICE:	
Original Contract Price:	<u>\$ 333,637.09</u>
Net Increase (Decrease) From Previous Change Orders:	
No. <u>1</u> To <u>10</u> :	
\$ <u>77,163.89</u>	
Contract Price Prior To This Change Order:	<u>\$ 410,800.98</u>
Net Increase (Decrease) Of This Change Order:	<u>\$ -142.50</u>
Contract Price With All Approved Change Orders:	<u>\$ 410,658.48</u>

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Substantial Completion: <u>90</u>	
Ready For Final Payment: _____	(days or dates)
Net Change From Previous Change Orders No. <u>1</u> To <u>10</u> :	
No. <u>10</u> :	
Substantial Completion: <u>43</u>	
Ready For Final Payment: _____	(days)
Contract Times Prior To This Change Order:	
Substantial Completion: <u>135</u>	
Ready For Final Payment: _____	(days or dates)
Net Increase (Decrease) This Change Order:	
Substantial Completion: <u>0</u>	
Ready For Final Payment: _____	(days)
Contract Times With All Approved Change Orders:	
Substantial Completion: <u>135</u>	
Ready For Final Payment: <u>June 15th 2018</u>	(days or dates)

RECOMMENDED
By: [Signature]
ENGINEER (Authorized Signature)

Date: 6/8/18

APPROVED:
By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:
By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 6/8/18

EJCDC 1910-8-B (1996 Edition)

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

Change Order

18 Division St., Suite 401
Saratoga Springs, NY 12866

PROJECT (Name and address):
Saratoga Police PO 00171709-00

CHANGE ORDER NUMBER: 11
DATE: 6/7/2018
JOB # 17-5007

OWNER: X
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

Change Order

Extended Price

Deduct Change Order of door bell/ Chime and speakers - Which were provided by Owner Tech Division

-142.50

Original Contract	333,637.09
Previously Accepted Change orders	77,163.89
The Contract Sum Prior to this Change Order was	410,800.98
The Contract Sum will be increased (decreased) by this Change Order in the amount of	-142.50
The new Contract Sum including this Change Order will be	410,658.48
The Contract Time will be increased by Days	

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

QPK Design
ARCHITECT (Firm Name)
450 South Salina Street
Syracuse, NY 13201

Bonacio Construction, Inc
CONTRACTOR (Firm Name)
18 Division St., Suite 401
Saratoga Springs, NY 12866

City of Saratoga
OWNER (Name)
474 Broadway, City Hall
Saratoga Springs, NY 12866

By (Signature)

Bruce Melick

Date

6/8/18

By (Signature)

James Ackerman

Date

6/8/18

By (Signature)

Date

Approval Date



CHANGE ORDER
City of Saratoga Springs

No. 11

DATE OF ISSUANCE: 6-1-2018

EFFECTIVE DATE: 6-1-2018

OWNER: City of Saratoga Springs
CONTRACTOR: Bondio Construction Inc.
Contact: James Ackerman
Project: PD Dispatch
OWNER'S Contract No.: 00171769-00
ENGINEER: _____

ENGINEER'S Contract No.: _____

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

Description: Deduct Change order for electrical change.

Reason for Change Order: _____

Attachments: (List documents supporting change) BCI Change order.

CHANGE IN CONTRACT PRICE:	
Original Contract Price:	\$ <u>333,637.09</u>
Net Increase (Decrease) From Previous Change Orders:	
No. <u>1</u> To <u>10</u> :	\$ <u>77,163.89</u>
Contract Price Prior To This Change Order:	\$ <u>410,800.98</u>
Net Increase (Decrease) Of This Change Order:	\$ <u>-142.50</u>
Contract Price With All Approved Change Orders:	\$ <u>410,658.48</u>

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Substantial Completion:	<u>90</u>
Ready For Final Payment:	_____
(days or dates)	
Net Change From Previous Change Orders No. <u>1</u> To <u>10</u> :	
No. <u>10</u> :	
Substantial Completion:	<u>43</u>
Ready For Final Payment:	_____
(days)	
Contract Times Prior To This Change Order:	
Substantial Completion:	<u>135</u>
Ready For Final Payment:	_____
(days or dates)	
Net Increase (Decrease) This Change Order:	
Substantial Completion:	<u>0</u>
Ready For Final Payment:	_____
(days)	
Contract Times With All Approved Change Orders:	
Substantial Completion:	<u>135</u>
Ready For Final Payment:	<u>June 15th 2018</u>
(days or dates)	

RECOMMENDED
By: [Signature]
ENGINEER (Authorized Signature)
Date: 6/8/18

APPROVED:
By: _____
OWNER (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
CONTRACTOR (Authorized Signature)
Date: 6/8/18

EJCDC 1910-8-B (1996 Edition)

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

Change Order

18 Division St., Suite 401
Saratoga Springs, NY 12866

PROJECT (Name and address):
Saratoga Police PO 00171709-00

CHANGE ORDER NUMBER: 11
DATE: 6/7/2018
JOB # 17-5007

OWNER: X
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

Change Order

Deduct Change Order of door bell/ Chime and speakers - Which were provided by Owner Tech Division

Extended Price
-142.50

Original Contract	333,637.09
Previously Accepted Change orders	77,163.89
The Contract Sum Prior to this Change Order was	410,800.98
The Contract Sum will be increased (decreased) by this Change Order in the amount of	-142.50
The new Contract Sum including this Change Order will be	410,658.48
The Contract Time will be increased by Days	

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

QPK Design
ARCHITECT (Firm Name)
450 South Salina Street
Syracuse, NY 13201

Bonacio Construction, Inc
CONTRACTOR (Firm Name)
18 Division St., Suite 401
Saratoga Springs, NY 12866

City of Saratoga
OWNER (Name)
474 Broadway, City Hall
Saratoga Springs, NY 12866

By (Signature)
Bruce Mellick

Date

6/8/18

By (Signature)
James Ackerman

Date

6/8/18

By (Signature)

Date

Memorandum of Understanding for Coordinated Entry **Participating Agencies of the Saratoga – North Country Continuum of Care**

Provisions in the CoC Program interim rule from HUD at 24 CFR 578.7(a)(8) require that CoCs establish a Centralized or Coordinated Assessment System. An effective coordinated entry process is a critical component to any community's efforts to meet the goals of Opening Doors: Federal Strategic Plan to Prevent and End Homelessness. HUD's primary goals for coordinated entry processes are that assistance be allocated as effectively as possible and that it be easily accessible no matter where or how people present.

Coordinated entry processes helps communities work with homeless populations to identify and assesses their needs, and makes prioritization decisions based upon needs. Coordinated entry processes help communities prioritize assistance based on vulnerability and severity of service needs to ensure that people who need assistance the most can receive it in a timely manner. It also provides information about service needs and gaps to help communities plan their assistance and identify needed resources. One of the main purposes of coordinated entry is to ensure that people with the most severe service needs and levels of vulnerability are prioritized for housing and homeless assistance. HUD recommends that people experiencing chronic homelessness should be prioritized for permanent supportive housing.

Coordinated entry processes Contains the following elements: Prioritization, Low Barrier, Housing First Orientation, Person-Centered, Fair and Equal Access, No Delay for Emergency Services, Standardized Access and Assessment, Inclusive, Creates Referrals to Projects, Establish Referral Protocols, Outreach, Ongoing Planning and Stakeholder Consultation, Informing Local Planning, Leverage Local Attributes and Capacity, Safety Planning, Using HMIS and other systems for Coordinated Entry, and Full Coverage of the CoC entire geographic area.

HUD requires that all funded partners of a CoC, which includes funding from HUD, Emergency Solutions Grant (ESG), and Solutions to End Homelessness Program (STEHP), actively participate in their local coordinated entry process. The Saratoga – North Country Continuum of Care, hereafter referred to as the SNCC, requires all funded partners to participate in the coordinated entry process, as well as inviting and including any non-funded agencies or partners who are members of the SNCC or wish to participate in the coordinated entry process. The SNCC has formally adopted a “No Wrong Door” approach to coordinated entry, which in practice means that a homeless individual, or family, can present to any of the SNCC funded agencies and gain access to the coordinated entry process.

The following is a description of the requirements for SNCC funded agencies, and non-funded agencies that choose to participate in the coordinated entry process, as it relates to participation in the coordinated entry process, hereafter referred to as the Coordinated Entry System, or System.

The Memorandum of Understanding (MOU) is in effect from February 1st, 2018 and will remain in effect until terminated by either party. The MOU will remain in full effect for the entirety of the above mentioned time period and is required to signed annually, or upon substantive change to the MOU as enacted by a quorum of the voting members of the Coordinated Entry Committee, by an authorized representative of the participating agency for the entirety of that agency's involvement with the SNCC's Coordinated Entry System or as long as that agency receives HUD funding through the SNCC.

The Saratoga North Country Continuum of Care (SNCC) Agency listed below agrees to:

- Actively participate in the Coordinated Entry System as specified in the Saratoga North Country Continuum of Care Coordinated Entry Policy and Procedure document found in Appendix, Attachment A of this document.
 - Participation consists of selecting an agency staff member to represent the agency on the Coordinated Entry Committee.
 - Designate a minimum of one staff member (but no maximum amount of staff) to facilitate and administrate the Coordinated Entry system at their respective agency and ensure the usage of the *Short* assessment forms, including putting consumers on the Wait List on behalf of their agency.
 - Designate a minimum of one staff member to represent their agency who will report to the Coordinated Entry Committee Coordinator to discuss program vacancies, intakes, and consumers involved in the Coordinated Entry System and on the Wait List.

- It should be noted that one person could fill all the above requirements for an agency.
- Ensure all staff involved with the Coordinated Entry process practice appropriate confidentiality of protected personal information, Coordinated Entry forms, case files, and other information related to Coordinated Entry up to the minimum standards of their respective agencies. For those agencies without formal written confidentiality policies agree to follow the confidentiality statement included in this document in Appendix, Attachment B.
- Work cooperatively with all SNCC agencies participating in Coordinated Entry to maintain active Releases of Information for information gathered through the comprehensive entry forms being used for the Coordinated Entry System.
 - Share information gathered on comprehensive assessment forms with the participating Coordinated Entry agencies for the purpose of populating the Wait List, discussing agency vacancies, current open cases, and consumer information shared through the Coordinated Entry process.
 - Ensure designated Coordinated Entry staff from your agency practice strict confidentiality when discussing cases at all meetings and *through e-mails*.
 - **Note:** Wellspring and other participating Domestic Violence programs and agencies, are prohibited from sharing protected personal information of consumers and clients involved with their programs, services, or agency. It is strongly recommended that agencies and partners that encounter a situation involving domestic violence, dating violence, and/or a situation involving stalking, refer the individual(s) to Wellspring for further follow up information and do not share protected personal information with anyone.
- Maintain an active Homeless Management Information System (HMIS) membership with CARES, Inc., and ensure all staff working on the Coordinated Entry System have access to HMIS *if CoC funded*.
 - The agency designated staff for Coordinated Entry will keep timely and complete records in HMIS as it relates to Coordinated Entry.
 - Agencies who are not members of HMIS with CARES, Inc., are strongly encouraged to participate in the system as an associate member through the Saratoga North Country Continuum of Care to access the HMIS system.
- Participate in stakeholder meetings, focus groups, and strategic planning processes for the ongoing improvement of the Coordinated Entry System.
- Southern Adirondack Independent Living Center will serve as a resource to those participants of the SNC Coordinated Entry for the clients that present a need of assistance with: limitations, impairments, handicaps, disabilities, language accommodations, or any hindrance to services through the CE.

This Memorandum of Understanding will be reviewed annually and signed by the designated agency representative from the Saratoga North Country Continuum of Care.

Name of Participating Agency: _____

Contact Information:

Name of Designated Agency Representative authorized to sign MOU: _____

Title: _____

Email: _____

Phone: _____

Signature of Designated Agency Representative: _____

Date: _____

Appendix

Attachment A

Pending approval of SNCC Coordinated Entry Policy and Procedure by SNCC Coordinated Entry Committee.

Attachment B

Confidentiality and Disclosure of Information for Saratoga North Country Continuum of Care Coordinated Entry System for those participating agencies without formal, written confidentiality statements.

All information about individuals/families who are receiving services through the Saratoga North Country Continuum of Care Coordinated Entry shall be held in strictest confidence. Specific protected personal information, housing, counseling, treatment information, or information included in client's case files regarding an individual/family or their situation shall not be released to anyone outside of Coordinated Entry staff without specific written consent signed by the client.

*** The only exceptions to the policy are:**

1. In cases where there is a bona fide medical emergency where the life of a client or another is in danger.
2. In cases where there is evidence of child abuse/neglect.
3. In cases where there is an authorized court order of a competent jurisdiction granted after an application showing good cause for the release of information.

All exceptional cases should be discussed with the Coordinated Entry Coordinators.

This policy applies to active, inactive and terminated clients. All staff, paid and voluntary, must operate within these guidelines.

All inquiries from the press should be directed to the President of the Board for the Saratoga North Country Continuum of Care. The President is the only individual authorized to speak with the press.

**SARATOGA SPA STATE PARK
19 Roosevelt Drive
SARATOGA SPRINGS, NY 12866
(518) 584-2535**

SPECIAL USE PERMIT

PERMIT NO: 18-

ACTIVITY DATE: June 25-August 13

PARK: Saratoga Spa State Park

PERMITTEE: Boys-Shane Zanetti & Tom Reilly, Girls - Art & Linda Kranick

GROUP/ORG: Saratoga Springs Summer Recreation Running Program

ADDRESS: Recreation Department – 15 Vanderbilt Ave

CITY: Saratoga Springs **STATE** NY **ZIP CODE:** 12866

TELEPHONE NUMBER: 518-587-3550 x2300 **EMAIL:** recreservations@saratoga-springs.org

FUNCTION: Summer Running Program – Boys and Girls

ATTENDANCE: 130 people

SPECIAL CONDITIONS: 1.) Permit is temporary and revocable at any time. 2.) Permittee shall promptly report any and all unusual incidents directly to the Park Manager or Park Police (518-584-2004). Unusual incidents include, but are not limited to, damage to Park property, accidents, personal injuries, and emergencies involving medical personnel. 3.) Permittee shall be responsible for personal injury, including death, and all property damage due to its activities under permit and agrees to defend, indemnify and hold harmless the People of the State of New York, New York State Executive Department, Office of Parks, Recreation and Historic Preservation, Saratoga/Capital District State Park Region, Saratoga Spa State Park, their commissioners, officers, agents and employees from all claims, suits, actions, damages and costs of every nature and description which might result from the conduct of activities under this permit. 4.) Various events/concerts occur in the Park which may create crowds and a large amount of traffic. Saratoga Spa State Park is not responsible for any impact the increased vehicle and pedestrian traffic might have on the permittee's outing. 5.) You are not permitted to use the parking lots by the Administration Building, Victoria Pool, or golf courses for performing exercise drills. Cones, and other agility props should not be set up in these parking lots and no parking spaces should be blocked off for athletes to use as training space. 6.) Trailer staging area – behind Roosevelt 2. 7.) Saratoga Spa State Park is a historic landmark. Your athletes who are training in the park should be careful not to damage any of the structures here. The stone benches under the arcades should not be used as surfaces for jumping drills. 8.) Running groups should run single file on all roads. Running abreast in the roads is not safe. 9.) Saratoga Spa State Park is "Carry In / Carry Out" State Park. Please remember to take all of your trash with you upon departure.

INSURANCE REQUIRED: Yes

SPECIAL USE PERMIT FEE REQUIRED: None

Saratoga Spa State Park is "Carry In / Carry Out" State Park. Please remember to take all of your trash with you upon departure.

All rules and regulations of the New York State Office of Parks, Recreation and Historic Preservation apply to this permit.

AGREED

PERMITTEE

DATE

APPROVED

PARK MANAGER AND/OR PARK REPRESENTATIVE

DATE

**Rose Harvey
Commissioner**

**Andrew M. Cuomo
Governor**

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/11/2018

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).

PRODUCER Adirondack Trust Insurance 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866	CONTACT NAME: PHONE (A/C, No, Ext): 518 584-5300		FAX (A/C, No): 5185847306
	E-MAIL ADDRESS:		
INSURED City of Saratoga Springs Office of Risk & Safety; 474 Broadway Saratoga Springs, NY 12866	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Company		25658
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ZLP21N62521	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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						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)

The State of New York, OPRHP, and their officers, employees and agents are named as additional insureds if required in written contract or permit.

CERTIFICATE HOLDER**CANCELLATION**

The State of New York and OPRHP
19 Roosevelt Drive
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

Eugene G. Quirk

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SARATOGA SPRINGS CITY SCHOOL DISTRICT

SARATOGA SPRINGS, NEW YORK 12866-5967
3 BLUE STREAK BOULEVARD
(518) 583-4703

TRANSPORTATION RENTAL AGREEMENT

THIS TRANSPORTATION RENTAL AGREEMENT (this "Agreement"), made the 25th day of May, 2018, is by and between the Board of Education of the Enlarged City School District of the City of Saratoga Springs (the "District"), with an address at 3 Blue Streak Boulevard, Saratoga Springs, New York 12866, and the *The City of Saratoga Springs*, with an address at 474 Broadway, Saratoga Springs, New York 12866. The District and *The City of Saratoga Springs* are sometimes referred to in this Agreement individually as a "party" and collectively, as the "parties."

WHEREAS, *The City of Saratoga Springs* is a not-for-profit corporation that furnishes certain recreation and youth services; and

WHEREAS, the District desires to rent to the *The City of Saratoga Springs* and *The City of Saratoga Springs* desires to rent from the District three (3) 66-passenger school buses (the "Buses") from the District's fleet upon the terms and conditions set forth herein.

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

1. Term:

The term of the Agreement shall be for two (2) buses for fourteen (14) days and three (3) buses for nine (9) days as follows:

Date	# of Buses
June 29, July 6, 13, 20, 23, 25, 27, August 3, 6, 8, 10, 13, 14, 17, 2018	2
June 27, July 9, 11, 16, 18, 26, 30, August 1, 15, 2018	3

2. Termination:

Either party may terminate this Agreement by giving ten (10) days advance written notice to the other party, with or without cause, in the event that any representation or warranty made by the other party in this Agreement is materially untrue or in the event that the other party fails to satisfy any covenant set forth in this Agreement.

3. Payment:

The City of Saratoga Springs agrees to pay to the District the price of One Thousand Three Hundred Seventy Five dollars and no/100 (\$1375.00) – Twenty Five Dollars (\$25.00) per bus per day, for the rental of two (2) buses for fourteen (14) days and three (3) buses for nine (9) days, plus Two Dollars and 24/100 (\$2.24) per mile for gasoline and maintenance per bus (collectively, the "Rent"). Mileage for the purposes of gasoline and maintenance shall be computed by reading the odometers on the Buses prior to the Term and at the expiration of the Term. The buses shall be available to *The City of Saratoga Springs* from the garage area of the District, five days per week, and shall be picked up and returned daily to said garage area of the District. The Rent shall be payable to the District in full no later than thirty (30) days after the expiration of the Term.

District vehicles leased to third parties shall be driven by drivers at their current school district hourly rate as of July 1, 2018.

4. Covenants of the District:

The District agrees to the following covenants:

1. To furnish qualified operators for the Buses from the qualified driver list maintained by the District's Transportation Department. All such operators shall meet the requirements of Article 19-A of the Vehicle and Traffic Law, Part 6 of the Rules and Regulations of the Commissioner of Motor Vehicles and Part 156 of the Rules and Regulations of the Commissioner of Education.

5. Covenants of The City of Saratoga Springs:

The City of Saratoga Springs agrees to the following covenants:

1. That each of its passengers on the Buses will abide by the rules and regulations of the District with respect to the Buses and all applicable Rules and Regulations of the Commissioner of Education relating to school buses, a copy of which *The City of Saratoga Springs* acknowledges it has received from the District.
2. To transport passengers only on the Buses and not to transport any equipment or hazardous materials, as such term is defined 42 USC § 9601 et. seq., 49 USC § 1801 et. seq., 42 USC § 6901 et. seq., Articles 17 or 27 of the New York State Environmental Conservation Law or any other Federal, state or local law, rule, ordinance or regulation.

The City of Saratoga Springs agrees to the following representations and warranties:

1. That it is a validly-formed and validly existing municipality in good standing under the laws of the State of New York;
2. *The City of Saratoga Springs* has the requisite power to enter into this Agreement and the individual executing this Agreement on behalf of *The City of Saratoga Springs* has the requisite authority to bind *The City of Saratoga Springs*; and
3. Neither the execution nor the delivery of this Agreement or the performance of *The City of Saratoga Springs* obligations hereunder conflict with, or constitute a default under, any other Agreement to which *The City of Saratoga Springs* is a party.

The representations and warranties of this Section 5 shall survive the expiration or earlier termination of this Agreement for a period of three years.

6. Warranties:

NO WARRANTY OF ANY KIND APPLIES TO THE BUSES IN ANY MANNER. ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IS DISCLAIMED BY THE DISTRICT. In the event one or more of the Buses fails or breaks down, the operator shall contact the District's transportation department for the dispatch of a replacement bus. The District's liability in the event one or more of the Buses fails or breaks down shall be limited to its operator's obligation to call the District's transportation department for a replacement bus.

7. Insurance:

The City of Saratoga Springs shall furnish, to the satisfaction of the District and in the District's sole and absolute discretion at least ten days prior to the commencement of the Term, certificates of insurance of the following types and in the following prescribed amounts, naming the District as insured:

Commercial General Liability:

\$1,000,000 each occurrence/\$2,000,000 General and Products/Completed Operations Aggregate.

Automobile Liability:

\$5,000,000 combined single limit.

(Coverage can be afforded by a combination of primary and excess insurance)

The Enlarged City School District of the City of Saratoga Springs shall be an additional insured on the liability policies with the use of ISO additional insured endorsement CG 20 10 or CG 20 26. All policies of insurance shall be issued by an insurance company authorized to issue policies of insurance in New York State.

8. Indemnification:

The City of Saratoga Springs and its successors, if any, agree to indemnify, protect and hold the District, its employees, officers, agents, administrators and board members harmless from and against any and all losses, claims, damages, liabilities, and expenses, including reasonable costs of investigation, reasonable legal counsel fees and disbursements that may be imposed on the District or incurred by the District in connection with the Services in any manner and in connection with the performance of the District's obligations under this Agreement in any manner; *provided, however*, that *The City of Saratoga Springs* shall not indemnify the District for any loss, claim, damage, liability or expense caused by the District's negligence or misconduct or the negligence or misconduct of the District's employees. The indemnification provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement for a period of three years.

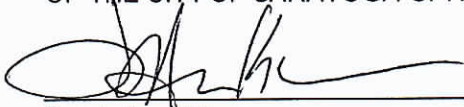
9. Miscellaneous: The parties agree to the following miscellaneous provisions:

- Severability: If any provision of this Agreement shall be held invalid or unenforceable, the remainder nevertheless shall remain in full force and effect.
- Amendment and Modification: This Agreement may be amended, modified or supplemented only by written agreement signed by the parties.
- Governing Law: This Agreement and the interpretation and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to conflict of law or choice of law rules.
- Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
This Agreement may be executed by fax with the same binding effect as original ink signatures.

- Entire Agreement This Agreement embodies the entire agreement and understandings of the parties hereto in respect to the subject matter hereof. Each party acknowledges that no other party has made any, or makes any promises, representations, warranties, covenants or understandings other than those expressly set forth herein. This Agreement supersedes any and all prior agreements and understandings between the parties with respect to the transactions contemplated by this Agreement.
- Warranties: The district assumes responsibility for the normal wear and tear (including routine repair and maintenance) of buses provided to the City of Saratoga Springs under this Agreement. The City of Saratoga Springs shall not be responsible for such costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and date first above written.

BOARD OF EDUCATION OF
THE ENLARGED CITY SCHOOL DISTRICT
OF THE CITY OF SARATOGA SPRINGS



By: JoAnne Kiernan
Title: President of the Board of Education

The City of Saratoga Springs

By:
Title:



NAVAL HISTORY AND HERITAGE COMMAND
CURATOR BRANCH
805 KIDDER BREESE STREET SE
WASHINGTON NAVY YARD, DC 20374-5060
(202) 433-7886 | (202) 433-2220 | curegistrar@navy.mil

OUTGOING LOAN AGREEMENT

Borrower: City of Saratoga Springs

Loan Number: L2018.029

Address: Mayor's Office-Room 9

City Hall

474 Broadway

Saratoga Springs, NY 12866

Contact/Title: M. Lynn Bachner, Executive Assistant to the Mayor

Phone: (518) 587-3550 ext. 2520

Email: m.lynn.bachner@saratoga.springs.org

Period of the Loan: 1 June 2018 to 1 June 2021

By this agreement, made on 1 June 2018 between the Naval History and Heritage Command, Curator Branch, hereinafter called "the Lender," and City of Saratoga Springs, hereinafter called "the Borrower," located at 474 Broadway, Saratoga Springs, NY and, Pursuant to Public law 10 USC 2572, the Lender hereby loans one (1) artifact(s). See Attachment 1 for detailed artifact information.

The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and Attachments shall be sufficient cause for the Lender to repossess the loaned artifact(s). Repossession of any or all artifact(s) by the Lender shall be made at no cost or expense to the Government. Any costs for repossession will be the responsibility of the Borrower.

Executed on behalf of the Lender this 1st day of June, 2018.

Printed Title of NHHC Representative

Signature of NHHC Representative

Date

The Borrower, through its authorized representative, hereby agrees to accept delivery of the artifact(s) subject to the terms and conditions in the Loan Agreement and **all attachments**.

Executed on behalf of the Borrower this 1st day of June, 2018.

Printed Name of Borrower

Signature Borrower

Date

Borrower Initials



NAVAL HISTORY AND HERITAGE COMMAND
CURATOR BRANCH
805 KIDDER BREESE STREET SE
WASHINGTON NAVY YARD, DC 20374-5060
(202) 433-7886 | (202) 433-2220 | curegistrar@navy.mil

OUTGOING LOAN AGREEMENT

Borrower: City of Saratoga Springs

Loan Number: L2018.029

NAVAL HISTORY AND HERITAGE COMMAND TERMS AND CONDITIONS FOR OUTGOING LOANS

I. Initial, Annual, and Final Condition Reports

- a) Upon initiation of this agreement—and prior to shipment—Lender will provide Borrower with a written initial condition report for the loaned artifact(s) including a color photograph. After receipt of the artifact(s), Borrower will review and sign the initial condition report and notify Lender in writing of any discrepancies within seven days.
- b) Each year in the month of **JUNE**, during the course of the loan, Borrower will provide Lender with a written annual condition report describing the condition and location of the loaned artifact(s) including a current color photograph (preferably in digital format), and an updated point of contact (POC).
- c) Upon completion of this agreement—and prior to shipment—Borrower will provide Lender with a written final condition report for the loaned artifact(s) including a color photograph. After receipt of the artifact(s), Lender will review and sign the final condition report and notify Borrower in writing of any discrepancies within seven days.

II. Extension, Cancellation, and Termination

- a) Any extension of the loan period must be approved by Lender in writing in advance of the loan expiration date. The request must be submitted 90 days prior to loan expiration.
- b) Lender may cancel this agreement at any time by providing 90 days' notice to the Borrower.
- c) Lender may immediately terminate this loan agreement if the loaned artifact(s) are placed in the Borrower's collection storage without prior written consent of Lender.
- d) Third-party loans are not permitted. Lender may immediately terminate this loan agreement if the loaned artifact(s) are found in the custody of another party without prior written consent of Lender.

III. Shipping, Packing, and Transportation

- a) Borrower is responsible for all packing, shipping, transportation, and storage expenses. All shipping, packing, and transportation arranged by Borrower, including movements of loaned artifact(s) between venues, must be approved by Lender at least four weeks in advance of shipping.
- b) Lender retains the right to require that loaned artifact(s) be accompanied by a courier designated by Lender during transport. The requirement of a courier will be established and all conditions agreed upon by Lender and Borrower in writing to be signed by both parties. The Borrower will discuss any unpacking, mounting, dismantling, and repacking of the loaned artifact(s) with the Lender prior to taking action.
- c) Borrower must return the artifact(s) in the same containers and materials as received unless otherwise arranged with Lender. Instructions provided by Lender for unpacking and repacking must be followed.
- d) Any temporary storage between venues is not permitted without specific advance consent by Lender.
- e) Government regulations will be adhered to in international shipments. Unless otherwise agreed to by both parties, the Lender is responsible for adhering to its country's import/export requirements and the Borrower is responsible for adhering to its country's import/export requirements.

Borrower Initials



NAVAL HISTORY AND HERITAGE COMMAND
CURATOR BRANCH
805 KIDDER BREESE STREET SE
WASHINGTON NAVY YARD, DC 20374-5060
(202) 433-7886 | (202) 433-2220 | curegistrar@navy.mil

OUTGOING LOAN AGREEMENT

Borrower: City of Saratoga Springs

Loan Number: L2018.029

IV. Care and Preservation

- a) Loaned Artifact(s) must be treated in accordance with Attachments 2 and 3 at all times to ensure against loss, damage, or deterioration. Borrower also agrees to meet any special requirements for installation noted in Attachment 4.
- b) Loaned Artifact(s) may not undergo technical examination, physical modification, or conservation treatment of any type without written permission from Lender.
- c) No glue, pins, screws, nails, brackets, adhesive tape, wax, paint, or other mounting materials may be used that might leave any marks or evidence on the artifact(s).
- d) Only professional personnel under the supervision of Borrower's organization will be permitted to handle, move, pack, or unpack the loaned artifact(s). During the installation and de-installation, security personnel or other security precautions must be in place in the exhibit area. At no time during installation and de-installation may any loaned artifacts be left overnight unsecured or unattended.
- e) Unless otherwise specified in the attachment, Borrower will maintain constant and adequate protection of loaned artifact(s) from the hazards of fire, theft, exposure to extreme or deteriorating light, extremes of temperature and relative humidity, insects, dirt, handling by unauthorized or inexperienced persons, or touching by the public. Loaned artifact(s) will only be unpacked and/or repacked, temporarily stored, and installed in areas where the temperature/humidity control, and security systems operate on a 24-hour-per-day, seven-days-per-week basis.
- f) Lender will provide handling and installation guidelines as appropriate.

V. Costs and Fees

- a) Borrower is responsible for courier, transportation, customs, freight forwarding, insurance, crating, packing, storage, framing, conservation, and all other loan-related costs including those associated with loan cancellation or termination.
- b) Borrower is responsible for any and all costs associated with repairs made to any loaned artifact if the artifact was damaged or suffered deterioration while on display or otherwise in their care.

VI. Damage, Loss, and Theft

In the event a loaned artifact is damaged, lost, stolen, or changed in condition in any way, whether in transit or while on exhibition, Borrower must immediately notify Lender phone (202) 433-7886, or (202) 433-2220 or email (curegistrar@navy.mil), followed by a written report of circumstances, including photographs. All packing and other materials must be saved for Lender review. In the event of emergency, Borrower must take all steps necessary to prevent any additional damage to loaned artifact(s). No repairs or conservation work shall be performed on loaned artifact(s) without Lender's prior written consent.

VII. Insurance

- a) Non-Government entities must insure loaned artifact(s) during the period of this loan for the value stated on the face of this agreement. Loaned artifact(s) must be insured under an all-risk, wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin, or inherent vice; repairing, restoration, or retouching process; hostile or warlike action, insurrection, rebellion; nuclear reaction, nuclear radiation, or radioactive contamination.

Borrower Initials



NAVAL HISTORY AND HERITAGE COMMAND
CURATOR BRANCH
805 KIDDER BREESE STREET SE
WASHINGTON NAVY YARD, DC 20374-5060
(202) 433-7886 | (202) 433-2220 | curegistrar@navy.mil

OUTGOING LOAN AGREEMENT

Borrower: City of Saratoga Springs

Loan Number: L2018.029

- b) The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees arising out of claims on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned artifact(s).
- c) Borrower represents that the required coverage as described above will be secured and maintained and that the Lender will be named as additional insured. Documented evidence of Borrower's insurance (such as a copy of the policy and/or certificate of insurance) must be provided to and approved by Lender before loaned artifact(s) will be released.
- d) The Borrower shall obtain no property interest in the loaned artifact(s) by reason of this agreement and title shall remain with the Lender at all times.
- e) Either the Registrar or the Associate Registrar for Loans must be notified in writing at the above address by Borrower and their insurer at least 20 days prior to any cancellation or limitation in Borrower's policy.
- f) The Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

VIII. Credit and Reproduction

- a) Each artifact shall be labeled and credited in any publication as "provided courtesy of Naval History and Heritage Command."
- b) Photography is allowed for condition reporting and internal record keeping. Permission to publish or otherwise reproduce photographs of loaned artifact(s), including in exhibition catalogs, must be obtained directly from the Lender and the copyright holder when applicable.
- c) Exhibition label credit line must read: "Courtesy of Naval History and Heritage Command, Catalog No."

IX. Conflicts

In the event of any conflict between this agreement and any borrower agreement, the terms of this agreement shall be controlling. The agreement will be construed in accordance with Federal law.

X. Attachments

The following attachments apply to this loan agreement:

- _____ Attachment 1: Detailed Artifact List
- _____ Attachment 2: Display & Environmental Criteria
- _____ Attachment 3: Artifact Care and Handling
- _____ Attachment 4: Special Requirements for Installation

Borrower Initials




NAVAL HISTORY AND HERITAGE COMMAND
CURATOR BRANCH
805 KIDDER BREESE STREET SE
WASHINGTON NAVY YARD, DC 20374-5060
(202) 433-7886 | (202) 433-2220 | curegistrar@navy.mil

OUTGOING LOAN AGREEMENT: Attachment 1: DETAILED ARTIFACT LIST

Borrower: City of Saratoga Springs

Loan Number: L2018.029

Catalog No.	Artifact Description & Condition	Photo
NHHC 1946-94-A	Plaque, Commissioning, USS Saratoga, Navy, US. One metal, rectangular shaped plaque with inscription that reads: "U.S.S. SARATOGA/NAMED FOR SARATOGA NO. 2/(1814-1825)/ SEPT. 11, 1814. FLAGSHIP OF/ CAPT. THOMAS MACDONOUGH, U.S.N./IN/BATTLE OF LAKE CHAMPLAIN"	

Borrower Initials



NAVAL HISTORY AND HERITAGE COMMAND
CURATOR BRANCH
805 KIDDER BREESE STREET SE
WASHINGTON NAVY YARD, DC 20374-5060
(202) 433-7886 | (202) 433-2220 | curegistrar@navy.mil

OUTGOING LOAN AGREEMENT: Attachment 2: DISPLAY & ENVIRONMENTAL CRITERIA

Borrower: City of Saratoga Springs

Loan Number: L2018.029

The borrower will adhere to the following criteria:

Artifact Display

- Exhibit cases and mountings should be made of inert materials, especially those in direct contact with the artifact.
- Avoid displays near windows and doors, air conditioning and heating vents, and placement under water pipes.
- Small artifacts must be displayed in locked cases.
- **DO NOT** mount an artifact onto any other material without first obtaining consent from NHHC staff. Glue guns, tape, staples, etc. are not allowed.

Environmental Controls

Light

- Exposure to any light causes damage to artifacts. All light damage is cumulative and irreversible.
- Borrowers can reduce the harmful effects of light by turning off lights as much as possible. Lights should only be on when there are visitors in the exhibit area.

Temperature and Humidity

- The ideal temperature range of artifact exhibit and storage areas is 68-72°.
- The ideal humidity level of artifact exhibit and storage areas is between 45-55%.
- Fluctuations in temperature and humidity cause damage to artifacts. Every effort should be made to avoid temperature and humidity fluctuations.

Borrower Initials



NAVAL HISTORY AND HERITAGE COMMAND
CURATOR BRANCH
805 KIDDER BREESE STREET SE
WASHINGTON NAVY YARD, DC 20374-5060
(202) 433-7886 | (202) 433-2220 | curegistrar@navy.mil

OUTGOING LOAN AGREEMENT: Attachment 3: ARTIFACT CARE AND HANDLING

Borrower: City of Saratoga Springs

Loan Number: L2018.029

Basic Artifact Handling

- Artifacts should be treated as if they are extremely fragile, even if they do not appear so.
- Handle artifacts only when necessary.
- Move artifacts with care.
- Wear gloves appropriate for the material when handling artifacts; for example use nitrile glove when handling textiles, not cotton. If you have questions in this regard please contact the Lender.
- **DO NOT** eat, drink, or smoke while handling artifacts.
- **DO NOT** clean, polish, paint, or perform any other alteration to the artifact.
- **DO NOT** mount an artifact onto any other material without first obtaining consent from Lender.
- **DO NOT** glue, tape, staple, tack, etc., loaned artifacts onto any other material.

Borrower Initials



City of Saratoga Springs

OFFICE OF THE MAYOR

Meg Kelly, Mayor

474 Broadway
Saratoga Springs, New York 12866
Telephone 518-587-3550 ext. 2523 • Fax 518-587-1688

Lisa Shields
Deputy Mayor

M. Lynn Bachner
Executive Assistant
to the Mayor

SUBMITTED VIA EMAIL

Stephanie.Loden@navy.mil

May 25, 2018

Ms. Stephanie Loden
Museum Specialist, Curator Branch
Naval History and Heritage Command
805 Kidder Breese Street SE
Washington Navy Yard, DC 20374-5060

RE: USS Saratoga Plaque (1946-94-A)

Dear Ms. Loden:

The City of Saratoga Springs is asked to submit an annual letter on the condition and location of the two plaques on loan from the Navy Department. The number associated with these two plaques is (1946-94-A).

The plaques remain on display in the Saratoga Springs City Center and are in excellent physical condition as indicated in the following photographs. Visitors from all over the world pass through the lobby of the City Center and view these plaques on a daily basis.

We very much appreciate your generosity, and will continue to be good stewards of these fine and cherished plaques.

Thank you.

Sincerely,

Meg Kelly

U. S. S. SARATOGA

NAMED FOR SARATOGA No. 2

(1814 - 1825)

SEPT. 11, 1814, FLAGSHIP OF

CAPT. THOMAS MACDONOUGH, U. S. N.

IN

BATTLE OF LAKE CHAMPLAIN

U.S.S. SARATOGA (CV-3)

SHIP'S PLAQUE AND BELL
PRESENTED BY THE UNITED STATES NAVY IN 1946
TO THE CITY OF SARATOGA SPRINGS, NEW YORK
FOR PUBLIC DISPLAY UNTIL 1998

THE SHIP'S BELL WAS UNVEILED AT THE SARATOGA NATIONAL CEMETERY
FOR THE U.S.S. SARATOGA ASSOCIATION 47TH ANNUAL REUNION
SEPTEMBER 19, 1998

THE HISTORIC BELL IS NOW PERMANENTLY DISPLAYED AT THE
SARATOGA NATIONAL CEMETERY
TOWN OF SARATOGA, NEW YORK

THE SHIP'S PLAQUE WAS RESTORED AND DEDICATED ON NOVEMBER 11, 1999
BY THE VETERANS ORGANIZATION OF SARATOGA COUNTY, NEW YORK

U. S. S. SARATOGA
NAMED FOR SARATOGA No. 2
(1814 - 1825)
SEPT. 11, 1814, FLAGSHIP OF
CAPT. THOMAS MACDONOUGH, U. S. N.
IN
BATTLE OF LAKE CHAMPLAIN

U.S.S. SARATOGA (CS-3)
SARATOGA WAS THE FIRST OF THE
SARATOGA CLASS OF STEAMERS
BUILT FOR THE U.S. NAVY
BY THE BUREAU OF CONSTRUCTION
AT THE NEW YORK YACHT CLUB
DOCK, NEW YORK CITY
ON SEPTEMBER 11, 1814
THE SARATOGA WAS THE
FLAGSHIP OF CAPT. THOMAS
MACDONOUGH IN THE
BATTLE OF LAKE CHAMPLAIN
ON SEPTEMBER 11, 1814
THE SARATOGA WAS THE
FIRST OF THE SARATOGA CLASS
OF STEAMERS BUILT FOR THE
U.S. NAVY BY THE BUREAU OF
CONSTRUCTION AT THE NEW
YORK YACHT CLUB DOCK,
NEW YORK CITY ON
SEPTEMBER 11, 1814

U. S. S. SARATOGA
NAMED FOR SARATOGA No. 2
(1814 - 1825)
SEPT. 11, 1814, FLAGSHIP OF
CAPT. THOMAS MACDONOUGH, U. S. N.
IN
BATTLE OF LAKE CHAMPLAIN

U.S.S. SARATOGA (CV-3)
SHIP PLACED ON THE
PRESERVE OF THE NATIONAL NAUTICAL
MUSEUM, 1974
THIS SHIP WAS ONE OF THE SARATOGA CLASS
FOR THE U. S. NAVY
THE SHIP WAS BUILT AT THE NEW YORK
SHIPYARD, NEW YORK
THE SHIP WAS BUILT AND OPERATED IN THE
U. S. NAVY FROM 1906 TO 1946

U. S. S. SARATOGA
NAMED FOR SARATOGA No.2
(1814 - 1825)
SEPT. 11, 1814. FLAGSHIP OF
CAPT. THOMAS MACDONOUGH, U. S. N.
IN
BATTLE OF LAKE CHAMPLAIN

U.S.S. SARATOGA (CV-3)
 OFFICIAL BATTLE LOG
 PREPARED BY THE UNITED STATES NAVY IN 1946
 FOR THE OFFICE OF THE CHIEF OF NAVAL HISTORY
 1000 GUYTON AVENUE, BETHESDA, MARYLAND 20814

THE SHIP'S BATTLE LOGS COVER THE 14 YEARS OF SERVICE, 1941-1955, DURING WHICH THE SHIP WAS ASSIGNED TO THE PACIFIC OCEAN FLEET, AND THE 1955-1956 DEPLOYMENT TO THE MEDITERRANEAN SEA.

THE SHIP'S BATTLE LOGS WERE REPRODUCED IN 1964 BY THE U.S. NAVY, AND ARE AVAILABLE TO THE PUBLIC THROUGH THE NATIONAL ARCHIVES, COLLEGE PARK, MARYLAND.

THE SHIP'S PHOTOGRAPH WAS REPRODUCED BY THE U.S. NAVY, AND IS AVAILABLE TO THE PUBLIC THROUGH THE NATIONAL ARCHIVES, COLLEGE PARK, MARYLAND.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>Department of Environmental Conservation</p> <p>625 Broadway Albany, NY 12233-1080</p>	<p>BUSINESS UNIT/DEPT. ID: DEC01</p> <p>CONTRACT NUMBER: DEC01-T00309GG-3350000</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>SARATOGA SPRINGS CITY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>City of Saratoga Springs</p>	<p>PROJECT NAME:</p> <p>65 Woodlawn Avenue Parking Structure EV Charging Stations</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002359</p> <p>Federal Tax ID Number: 146002423</p> <p>DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>DEPARTMENT OF PUBLIC SAFETY 474 BROADWAY SARATOGA SPRINGS, NY 12866</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption State/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DEC01-T00309GG-3350000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 11/01/2016 To: 10/31/2018</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 11/01/2016 To: 10/31/2018</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$16,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p align="center"> <input checked="checked" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Contract Number: # DEC01-T00309GG-3350000

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: ☒ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants

Attachment B: ☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget
☐ B-1 (A) Expenditure Based Budget (Amendment)
☐ B-2 (A) Performance Based Budget (Amendment)
☐ B-3 (A) Capital Budget (Amendment)
☐ B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.	
<p>In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.</p> <p>CONTRACTOR: <u>SARATOGA SPRINGS CITY OF</u></p> <p>By: _____</p> <p>_____</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.</p> <p>STATE AGENCY: <u>Department of Environmental Conservation</u></p> <p>_____</p> <p>By: _____</p> <p>_____</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>
<p>ATTORNEY GENERAL'S SIGNATURE APPROVED AS TO FORM</p> <p>By: _____</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>STATE COMPTROLLER'S SIGNATURE</p> <p>By: _____</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>

Contract Number: # DEC01-T00309GG-3350000

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V). Contract Number: # DEC01-T00309GG-3350000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor 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 or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

- h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).
- i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) **Remedies** - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

John Binder, Office of General Counsel
NYS Department of Environmental Conservation
625 Broadway, 14 Floor
Albany, NY 12233
(518) 402-9188

The designated appeal individual to review decisions is:

Lois New
Director, Office of Climate Change
NYS Department of Environmental Conservation
625 Broadway, 9th Floor
Albany, NY 12233-9021
(518) 402-8448

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
- (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
 - (2) Adopt the decision of the DAI; or
 - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.
- (j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC:

Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

VI. Inventions or Discoveries

Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

VII. Intellectual Property and Copyright Materials

The Department has title to and the right to determine the disposition of any copyrights, or copyrightable materials, first produced or created in the performance of this work. The Department may grant to the Contractor an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- (a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

- (b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.
- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.
- (d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:
 - (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
 - (2) alterations of the items by the Department;
 - (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
 - (4) use of items in combination with apparatus or devices not delivered by the Contractor;
 - (5) use of items in a manner for which the same were neither designed nor contemplated; or
 - (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the

“Department”), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.

- (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

- (1) For purposes of this procurement, the Department hereby establishes an overall goal of **30%** for Minority and Women-Owned Business Enterprises (“MWBE”) participation, (based on the current availability of qualified MBEs and WBEs).
- (2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; <https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- (3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women’s Business Development of the State of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:
 - (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - (ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
 - (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
 - (iv) The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of 10% Minority Labor Force Participation, 10% Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 - (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
 - (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
- (4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) MWBE Utilization Plan

- (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- (2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- (3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Waivers

- (1) For Waiver Requests Contractor should use Waiver Request Form.
 - (2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
 - (3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.
- (f) Quarterly MWBE Contractor Compliance Report**
Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
- (g) Liquidated Damages - MWBE Participation**
- (1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
 - (2) Such liquidated damages shall be calculated as an amount equaling the difference between:
 - (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
 - (3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.
- (h) Forms**
The following forms referenced in Article IX 3-A-3, 3B, 3C and 5A can be found at <http://www.dec.ny.gov/about/48854.html>

XI. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

XII. Americans With Disabilities Act

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

XIII. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XIV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XV. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVI. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVII. Vendor Responsibility

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

- A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal,

state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

- B. With respect to the project, the contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

- A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.
- B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be

considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

B) PROGRAM SPECIFIC TERMS AND CONDITIONS – 2016 Zero-Emission Vehicle (ZEV) and Infrastructure Municipal Rebate Program

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: New York State Department of Environmental Conservation
Office of Climate Change
625 Broadway – 9th Floor
Albany, NY 12233-9021
518-402-8448

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract submitted by the Contractor. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, (NYS DEC, Office of Climate Change, 625 Broadway, 9th Floor, Albany, NY 12233-9021), shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.

- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until acceptance or completion of the work, by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- A. Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

- B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Climate Change Office, 625 Broadway, 9th Floor, Albany, NY 12233-9021, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following liability insurance may be required:

- C. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

III. Clean Vehicle Purchase/Lease

Clean vehicle purchase or lease costs incurred by the Contractor on or after April 1, 2016 are considered eligible for reimbursement pursuant to Environmental Conservation Law (ECL) Article 54-1521. If leased, the term of the lease is no less than 36 months.

IV. Clean Vehicle Infrastructure Match Requirement

The Contractor must provide a twenty percent (20%) local match on the grant amount for Electric Vehicle Charging and/or Hydrogen Fuel Cell projects. Match costs must be incurred within the term of this contract and must be met from local funding sources. State and/or Federal funding sources are not considered an eligible source of match funds.

V. Monitoring and Reporting

The Contractor shall provide data for the duration of the contract term on the use of the installed facility and an estimate of the greenhouse gas emissions reductions achieved to the Department as part of its regular reporting pursuant to the Master Contract for Grants. For EVSE infrastructure projects, the Contractor shall issue a log-in ID with viewing (not administrative) rights to the Department for collection of charging and other data. Unless expressly revoked at the close of the contract term, the Contractor grants permission to the Department to continue to access and use data from charging infrastructure funded through this rebate program.

VI. Climate Change Mitigation Easement

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

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

VII. Signage

For infrastructure projects, the Contractor shall install signage on-site that:

- identifies the site as a clean vehicle charging/refueling facility;
- promotes public use of the facility; and
- acknowledges rebate funding from the Department of Environmental Conservation through Title 15 of the Environmental Protection Fund.

Signage developed for use at a rebate-funded facility shall be subject to review and approval by the Department prior

to installation.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET***SUMMARY***PROJECT NAME: 65 Woodlawn Avenue Parking Structure EV Charging StationsCONTRACTOR SFS PAYEE NAME: SARATOGA SPRINGS CITY OFCONTRACT PERIOD: From: 11/01/2016
To: 10/31/2018

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Fringe	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0 %	\$0.00	\$0.00
2. Non Personal Services					
a) Contractual Services	\$16,000.00	\$12,042.46	75 %	\$0.00	\$28,042.46
b) Travel	\$0.00	\$0.00	0 %	\$0.00	\$0.00
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$0.00	\$0.00	0 %	\$0.00	\$0.00
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$16,000.00	\$12,042.46	75 %	\$0.00	\$28,042.46
TOTAL	\$16,000.00	\$12,042.46	75 %	\$0.00	\$28,042.46

Contract Number: # DEC01-T00309GG-3350000

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
Subtotal					
TOTAL FRINGE					
PERSONAL SERVICES TOTAL					

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
City of Saratoga Springs EV Installation Contractor: 65 Woodlawn Avenue Parking Structure EV Charging Stations	\$28,042.46
TOTAL	\$28,042.46

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
TOTAL	

TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
TOTAL	

OTHER - TYPE/DESCRIPTION		TOTAL
TOTAL		

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: 65 Woodlawn Avenue Parking Structure EV Charging Stations

CONTRACTOR SFS PAYEE NAME: SARATOGA SPRINGS CITY OF

CONTRACT PERIOD: From: 11/01/2016

To: 10/31/2018

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The City of Saratoga Springs plans to install, operate, and maintain a minimum of two Level 2 electric vehicle charging stations at the City's municipal garage at 65 Woodlawn Avenue built in 2005. The City received a quote from NYPA to install, operate, and maintain 2 self-service Level 2 electric vehicle charging stations for public use in the municipal parking facility but has not finalized the contract. Services would be provided on a 24-hour, 365-day-a-year (full time) basis with sufficient resources and personnel to successfully support and maintain the program. Since the original grant proposal, the City has received three additional quotes and plans to utilize PlugIn Stations to install one (1) CT4023- ChargePoint Dual Level II Gateway Bollard Station: 1Level II (208/240v 40A).

The scope of work will include the following capabilities and benefits:

1. Level 2 Electric vehicle charging station infrastructure built on an open standards-based architecture.
2. A revenue stream to support the continued cost of electricity, operations, and maintenance.
3. Ability for drivers to find charging stations via web enabled cell phones and/or credit cards.
4. Ability to monitor and report facility usage and emissions reduction data.
5. Notification by SMS, text, or e-mail when charging is complete.
6. Authenticated access to eliminate energy theft.
7. Remote monitoring and diagnostic for superior quality of service.
8. Grid integration for utility load management with future V2G capabilities.
9. House Gas savings calculations per driver and per fleet.
10. Comply with City of Saratoga Springs and NYS Building Codes and electrical codes.
11. The Electric Vehicle Vendor to supply all labor, material and equipment for the complete installation of the units.
12. National Grid and/or the vendor will provide a method to meter the electrical consumption to the 2 initial stations, with capability to service future 4 units. The selected Vendor will coordinate with National Grid for meter installation.
13. The units shall be wall mounted on the spandrel panel of the garage structure.

Contract Number: # DEC01-T00309GG-3350000

14. The successful Vendor must have a verifiable proven track record of providing self-service electric vehicle charging station services.
15. The successful Vendor must provide evidence of sufficient financial stability to provide self-service electric vehicle charging station services to meet the City's needs.
16. The successful Vendor must demonstrate a level of expertise, technical knowledge, innovation, and overall capacity to provide self-service electric vehicle charging station services during variable periods of demand, including any unforeseeable circumstances.
17. Provide guaranteed response time in the event charging unit malfunctions.
18. Provide qualifications for this project listing recent experience and number of similar installations.

Timeline:

Design and engineering is complete. The City expects that the installation of stations will be completed in the summer of 2018.

The City of Saratoga Springs has an estimated population of just over 27,315 in 2014 (United States Census Bureau). The City has experienced significant development, mostly as a result of its popularity as a tourist destination. During the year, there are numerous large public events such as Chowder Festival, the Victorian Stroll, and the Dance Flurry which attract 10,000s of visitors to Broadway. In the summer, the City's population increases by 40,000 to roughly 67,315. Parking structures downtown are generally full during peak hours and it is expected that the EV charging stations will enjoy the same peak usage as the Price Chopper charging stations one block away. Saratoga Springs has one of the highest median incomes in the Capital Region at \$66,713.

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
1	Objective 1: Procure equipment and contractors
Tasks	
1	Task 1.1: Bid and purchase required equipment and supplies - The City will follow procurement policy to bid and purchase required equipment and supplies.
	<u>Performance Measures</u>
1	PM 1.1.1: Bid released, equipment purchased, equipment received by municipality. - The City will release the bid, purchase the equipment, and receive the equipment to install the ZEV infrastructure.
2	PM 1.1.2: Copies of bid documents and purchase orders provided to OCC - The City shall supply copies of bid documents and purchase orders to the Office of Climate Change (OCC).
Tasks	
2	Task 1.2: Bid and select for electrical contractors - The City will follow procurement protocol to bid and select for electrical (and construction, if needed) contractors.
	<u>Performance Measures</u>
1	PM 1.2.1: Bid released, contractor(s) hired - The City will release a Bid and hire contractor(s).
2	PM 1.2.2: Copies of bid document(s), intent to hire letter(s), and final agreement(s) with contractor(s) provide - The City will provide copies of bid document(s), intent to hire letter(s), and final agreement(s) with contractor(s) to the OCC.

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
2	Objective 2: Preparation of site
Tasks	
1	Task 2.1: Preparation of site - The City will prepare the site (such as excavation, installation of electric lines, survey, bollard installation, etc.) to accept the stations.
<u>Performance Measures</u>	
1	PM 2.1.1: Site properly prepared to house ZEV infrastructure - The City will prepare the site properly prepared to house ZEV infrastructure.
2	PM 2.2.2: Photos of site before, during, and after preparation provided to the OCC. - The City will email photos of site before, during, and after preparation to the OCC.

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
3	Objective 3: Installation and activation of ZEV infrastructure
Tasks	
1	Task 3.1: Installation of ZEV infrastructure - The City will complete installation of ZEV infrastructure.
	<u>Performance Measures</u>
1	PM 3.1.1: ZEV infrastructure installed - The City will successful complete installation of the ZEV infrastructure.
2	PM 3.1.2: Photos of installed ZEV infrastructure provided to the OCC - The City shall supply photos of the installed ZEV infrastructure to the OCC.
Tasks	
2	Task 3.2: Activation and testing of installed infrastructure - The City will activate and test the installed infrastructure to make sure it is operational.
	<u>Performance Measures</u>
1	PM 3.2.1: Successful activation and test run of equipment - The City will ensure successful activation and test run of the equipment.
2	PM 3.2.2: Verification that infrastructure is operational provided toOCC - The City will provide documentation that verifies that infrastructure is operational to OCC.
Tasks	
3	Task 3.3: Register charging station location with DOE Alternative Fueling Station - The City will register the EV charging station location with Department of Energy Alternative Fueling Station website.
	<u>Performance Measures</u>
1	PM 3.3.1 Share Documentation of DOE registration with OCC - The City will share documentation of DOE registration with OCC. Locator Map at https:// www.afdc.energy.gov/ locator/ stations/ Screen shot of map showing new location provided to the OCC.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

4 Objective 4: Signage

Tasks

1 Task 4.1: Install signage identifying ZEV Infrastructure locations - The City will install signage identifying Zero Emission Vehicle (ZEV) Infrastructure locations. Signs may limit use duration, allow for towing of non-ZEV vehicles, or any other enforcement needs the municipality deems necessary. All signs must include the following acknowledgement: This Infrastructure was funded in part by Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation.

Performance Measures

- 1 Performance Measure 4.1.1: ZEV Infrastructure signage installed. - The City will install ZEV Infrastructure signage.
- 2 PM 4.1.2: Photos of installed signage provided to OCC. - The City will provide the DEC OCC photos of installed signage.

Objective

5 Objective 5: Data collection

Tasks

1 Task 5.1: Municipality will provide the OCC Data - The City will provide the OCC a log-on username and password for the purposes of downloading data on ZEV infrastructure use. Data will be used to track the growth of ZEV infrastructure in NYS as well as inform calculations of greenhouse gas reductions. If using Charge Point please Grant Rights to Org ID ORG27201- New York State Department of Environmental Conservation and elect “Detailed Usage Reporting” from the Right Dropdown List.

Performance Measures

- 1 PM 5.1.1: Log-on username and password - The City will supply the log-on username and password or notification of rights granted to OCC.

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ____ percent (____%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of ____ percent (____%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (____%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement

Number of Days/Claims: 1

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

☒ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 90 days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DEC01-T00309GG-3350000

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

OFFICE OF THE COMMISSIONER

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1010
P: (518) 402-8545 | F: (518) 402-8541
www.dec.ny.gov

MAY 08 2017

Ms. Christina Carton
City of Saratoga Springs
PO BOX 328
Saratoga Springs, NY 12866

Dear Ms. Carton:

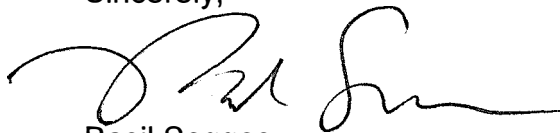
I am pleased to inform you that the City of Saratoga Springs has been awarded a rebate of \$16,000 for your infrastructure application "DEC01-ZEVIN-2016-00079" through the 2016 Municipal Zero-emission Vehicle (ZEV) & ZEV Infrastructure Rebate Program.

The Department applauds your initiative in helping New York meet its commitments under the Multi-State ZEV Memorandum of Understanding, which aims to put 3.3 million ZEVs on the roads of participating states by 2025. Your ZEV project also contributes to achieving the State's goal of reducing greenhouse gas emissions 40 percent by 2030.

You will soon receive an email outlining the next steps in preparing to execute a contract for this rebate award. All NYS agencies are now required to use the NYS Grants Gateway to execute grant contracts, and the Master Contract for Grants (MCG) for this award will be developed in the Gateway. We recommend visiting the Grants Reform portal at: <http://www.grantsreform.ny.gov/Grantees> to become familiar with the Gateway and the contracting process. The document entitled "Quick Start Guide: Contracts" can help new Gateway users.

On behalf of the Department and its partners in New York's leadership efforts to combat climate change, we commend your initiative to participate in this program. We look forward to working together to achieve a resilient, climate-ready future for all New Yorkers.

Sincerely,



Basil Seggos
Commissioner



Department of
Environmental
Conservation

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2018

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).

PRODUCER Adirondack Trust Insurance 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866	CONTACT NAME: PHONE (A/C, No, Ext): 518 584-5300 FAX (A/C, No): 5185847306 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 451 1404 483">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1404 451 1521 483">NAIC #</th> </tr> <tr> <td data-bbox="803 483 1404 504">INSURER A : Travelers Indemnity Company</td> <td data-bbox="1404 483 1521 504">25658</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658						
INSURER(S) AFFORDING COVERAGE	NAIC #										
INSURER A : Travelers Indemnity Company	25658										
INSURED City of Saratoga Springs Office of Risk & Safety; 474 Broadway Saratoga Springs, NY 12866	<table border="1"> <tr><td>INSURER B :</td><td></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> </table>	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :											

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP21N62521	01/01/2018	01/01/2019	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$0</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$3,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	MED EXP (Any one person)	\$0	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$3,000,000	PRODUCTS - COMP/OP AGG	\$3,000,000		\$
EACH OCCURRENCE	\$1,000,000																				
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MED EXP (Any one person)	\$0																				
PERSONAL & ADV INJURY	\$1,000,000																				
GENERAL AGGREGATE	\$3,000,000																				
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PROPERTY DAMAGE (Per accident)	\$																				
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	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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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)

Re: NYS DEC Contract #DEC01-T00309GG-3350000

The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees are Additional Insured's on a Primary and Non-Contributory basis per CG D4 80 attached hereto when required by written contract. Waiver of Subrogation applies in favor of the Holder. Thirty (30) days notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

NYS Department of Environmental Conservation Office of Climate Change 625 Broadway, 9th Floor Albany, NY 12233-9021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC ENTITIES XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion</p> <p>B. Non-Owned Watercraft 50 Feet Long Or Less</p> <p>C. Owned Watercraft Less Than 25 Feet</p> <p>D. Aircraft Chartered With Pilot</p> <p>E. Damage To Premises Rented To You</p> <p>F. Increased Supplementary Payments</p> <p>G. Who Is An Insured - Public Entities, Elected Or Appointed Officials, And Members Of Your Boards</p> <p>H. Who Is An Insured - Employees And Volunteer Workers</p> <p>I. Who Is An Insured - Newly Acquired Or Formed Organizations</p> <p>J. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises</p> | <p>K. Blanket Additional Insured - Lessors Of Leased Equipment</p> <p>L. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>M. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships, Joint Ventures Or Limited Liability Companies</p> <p>N. Good Samaritan Services Coverage - Amendment of Occurrence Definition and Each Occurrence Limit</p> <p>O. Contractual Liability - Railroads</p> <p>P. Knowledge And Notice Of Occurrence Or Offense</p> <p>Q. Unintentional Omission</p> <p>R. Blanket Waiver Of Subrogation</p> |
|--|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2., of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT 50 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

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

(a) Fifty feet long or less; and

(b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
COUNTY SELF-INSURANCE PLAN**

1a. Legal name and address of participant in County Self-Insurance Plan City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866 1b. Effective date of membership in the Plan 1937	1c. Telephone number of participant 518-587-3550 Ext. 2612 1d. NYS Unemployment Insurance Employer Registration Number of participant 04-60110 1e. Federal Employer Identification Number of participant 14-6002423
2. Name and address of the entity requesting proof of eligibility NYS DEC Office of Climate Change 625 Broadway 9th Floor Albany, NY 12233-9021	3. Name and address of County Self-Insurer Saratoga County Workers' Compensation Plan 40 McMaster Street Ballston Spa, NY 12020

This certifies that the participant referenced above is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the County Self-Insurance Plan listed above and participation in such County Self-Insurance Plan is still in force. The County Self-Insurer's Administrator will send this Certificate of Participation to the certificate holder listed in box 2.

If the membership of the participant listed in box 1a is terminated, the County Self-Insurer's Administrator will notify the certificate holder within 10 days of termination. (These notices may be sent by regular mail.) Otherwise, this certificate is valid for a maximum of one year from the date certified by the county self-insurer.

If this certificate is no longer valid according to the above guidelines and the participant referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the participant must provide the certificate holder either with a new certificate or other authorized proof the participant is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

The County Self-Insurer must file this certificate with the Workers' Compensation Board's Self-Insurance Office. (See reverse.)

Under penalty of perjury, I certify that I am an authorized representative of the County Self-Insurer referenced above and that the participant has the coverage as depicted on this form.

Certified by: Wendy Tennant
(Print name of authorized representative of County Self-Insurer)

Certified by: Wendy Tennant 6/12/18
(Signature) (Date)

Title: Workers' Compensation Specialist

Telephone Number: 518-885-2234

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This certificate is valid for a maximum of one year from the date this form is approved by the authorized representative of the County Self-Insurance Plan. After that date, if the participant continues to be named on a permit, license or contract issued by the above government entity, the participant must provide that government entity with a new certificate. The participant must also provide a new certificate upon notice of cancellation or change in status of such participation in the County Self-Insurance Plan.

The County Self-Insurer must file a copy of this certificate with the Workers' Compensation Board Self-Insurance Office at the address listed below.

Workers' Compensation Board
Self-Insurance Office-3rd Floor
328 State Street
Schenectady, NY 12305



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) CITY OF SARATOGA SPRINGS 474 BROADWAY SARATOGA SPRINGS, NY 12866 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-587-3550 1c. Federal Employer Identification Number of Insured or Social Security Number 146002423
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NYS Department of Environmental Conservation Office of Climate Control 625 Broadway, 9th Floor Albany, NY 12233-9021	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL275951 3c. Policy effective period 06/01/2018 to 05/31/2019

4. Policy provides the following benefits:

- ☐ A. Both disability and paid family leave benefits.
☒ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☐ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☒ B. Only the following class or classes of employer's employees:

All eligible employees EXCEPT Police, Fire, City Council Members, Part-time & Seasonal Employees.

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 NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/12/2018 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

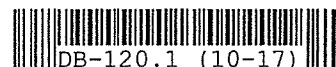
State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK**

**Amending Resolution No 17-244 Entitled “Authorizing Exemption and Payment-in-Lieu of Taxes
Agreement for Intrada Saratoga Springs Affordable Housing Project”**

WHEREAS, on July 17, 2017 the City Council of the City of Saratoga Springs, New York approved Resolution No. 17-224 entitled “*Authorizing Exemption and Payment-in-Lieu of Taxes Agreement for Intrada Saratoga Springs Affordable Housing Project*” (the “Resolution 17-224”) concerning a certain parcel of vacant real property within the City of Saratoga Springs, New York designated on the last completed assessment rolls of the City as tax parcel no. 165.-2-72.12 (the “Land”), and a proposal by Intrada Saratoga Springs, LLC (the “Company”) in partnership with Captain Youth and Family Services, Inc. (“CAPTAIN”) and a housing development fund company being formed by CAPTAIN (the “HDFC”) to construct 158 units of affordable multi-family rental units and related improvements (the “Improvements”) on the Land (the Land and the Improvements collectively being the “Project”); and

WHEREAS, Resolution 17-224 (a) exempted the Project from real property taxes to the extent authorized by Section 577 of the PHFL, (b) approved a proposed PILOT Agreement by and among the City of Saratoga Springs (the “City”), the Company and the HDFC, in substantially the form presented at the July 17, 2017 meeting, providing for annual payments as set forth in such agreement, and (c) authorized the Mayor to execute the foregoing PILOT Agreement, in substantially the same form with other documents as the City Attorney deemed appropriate as were incidental to the PILOT Agreement, on behalf of the City, and to deliver the signed PILOT Agreement on behalf of the City; and

WHEREAS, the PILOT agreement attached to Resolution 17-224 identified the HDFC as “*Intrada Saratoga Springs Housing Development Fund Company, Inc.*” but the HDFC as formed is named “*Intrada Saratoga Springs Housing Development Fund Corporation*”; and

WHEREAS, Resolution 17-224 recited that Project will consist of one, two and three-bedroom apartment units, 24 of which will be available for persons with an area median income (“AMI”) of 50% or less, 109 of which will be available for persons with an AMI of 60% or less, and 24 of which will be available for persons with an AMI of 80% or less; however, as finally approved by the New York State Housing Finance Agency in 2018, 24 of the units will be available for persons with an AMI of 90% or less, instead of 80% or less; and

WHEREAS, by this Resolution the City Council intends to correct the name of the HDFC and to acknowledge that 24 of the units will be available for persons with an AMI of 90% or less, instead of 80% or less,

NOW THEREFORE, BE IT RESOLVED, that Resolution No. 17-224 is amended to read as follows:

**“Authorizing Exemption and Payment-in-Lieu of Taxes Agreement
for Intrada Saratoga Springs Affordable Housing Project**

WHEREAS, the City of Saratoga Springs (the "City") encourages a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for residents having household incomes less than or equal to ninety percent (90%) of area median income ("AMI") for Saratoga County, adjusted for family size; and

WHEREAS, Intrada Saratoga Springs, LLC, (the “Company”) is the purchaser (by assignment) under a contract to purchase a certain parcel of vacant real property within the City of Saratoga Springs, New York designated on the last completed assessment rolls of the City as tax parcel no. 165.-2-72.12 (the “Land”), and is proposing to construct 158 units of affordable multi-family rental units and related improvements (the “Improvements”) on the Land (the Land and the Improvements collectively being the “Project”); and

WHEREAS, the Project will consist of one, two and three-bedroom apartment units, 24 of which will be available for persons with an AMI of 50% or less, 109 of which will be available for persons with an AMI of 60% or less, and 24 of which will be available for persons with an AMI of 90% or less; and

WHEREAS, the Company, in collaboration with CAPTAIN Youth and Family Services, Inc. (“CAPTAIN”) has agreed that not less than 8 of the rental units within the Project would be set aside for occupancy by individuals who are aging out of the foster care system, and CAPTAIN has agreed with the Company to provide on-site supportive services to those individuals; and

WHEREAS, the Company has been approved by the New York State Housing Finance Agency (“HFA”) for State subsidies and Federal Low Income Housing Tax Credits and/or for tax exempt bond financing to finance the acquisition and construction of the Project; and

WHEREAS, CAPTAIN has established a housing development fund company (the "HDFC") named “Intrada Saratoga Springs Housing Development Fund Corporation” under New York Private Housing Finance Law ("PHFL") Article XI and Section 402 of the NYS Not-for-Profit Corporation Law, with the consent of the Commissioner of the New York State Division of Housing and Community Renewal (“DHCR”); and

WHEREAS, in order to facilitate the acquisition and construction of the Project and creation of affordability covenants for the Project, the Company is willing to transfer legal ownership of the Project to the HDFC as nominee, with the Company to remain as equitable and beneficial owner, and the Company will then construct the Project and commit it to affordable housing by agreeing to the New York State Homes and Community Renewal affordability covenants to be imposed by DHCR and/or HFA, as applicable, with assistance from the City in the form of a PILOT Agreement; and

WHEREAS, the HDFC’s and the Company's plan for the use of the Project constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL, and Section 577 of the PHFL authorizes the City Council to exempt the Project from real property taxes, and to agree to a payment of lieu of taxes on the Project; and

WHEREAS, the Company and the HDFC will be willing to enter into a PILOT Agreement whereby the Company will make annual payments in lieu of taxes to the City as set forth in the PILOT Agreement presented to the City Council for approval;

NOW THEREFORE, BE IT RESOLVED, that upon acquisition of title to the Land by the HDFC, the City Council hereby exempts the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approves the proposed PILOT Agreement by and among the City of Saratoga Springs, the Company and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the foregoing PILOT Agreement, in substantially the same form with other documents as the City Attorney may deem appropriate as are incidental to the PILOT Agreement, on behalf of the City, and to deliver the signed PILOT Agreement on behalf of the City.”

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT)
BETWEEN AND AMONG THE CITY OF SARATOGA SPRINGS,
INTRADA SARATOGA SPRINGS HOUSING DEVELOPMENT FUND
CORPORATION, AND INTRADA SARATOGA SPRINGS, LLC**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the “PILOT Agreement” or “Agreement”), dated June ___, 2018, by and among the **CITY OF SARATOGA SPRINGS, NEW YORK**, a New York municipal corporation, having its principal office located at 474 Broadway, Saratoga Springs, New York 12866 (the “City”), **INTRADA SARATOGA SPRINGS HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation organized under Article XI of the New York Private Housing Finance Law, having an address at 5 Municipal Plaza, Suite 3, Clifton Park, New York 12065 (the “HDFC”), and **INTRADA SARATOGA SPRINGS, LLC**, a New York limited liability company, having an address c/o Vecino Group New York, LLC, 305 W. Commercial St., Springfield, Missouri, 65803 (together with its successors and/or assigns, the “Company”).

WITNESSETH:

WHEREAS, the HDFC is a corporation established pursuant to section 402 of the New York Not-For-Profit Corporation Law and Article XI of the New York Private Housing Finance Law (“PHFL”); and

WHEREAS, the HDFC has been formed and will work with Company on the Project which will provide residential rental accommodations for citizens having household incomes less than or equal to ninety percent (90%) of area median income for Saratoga County, adjusted for family size (“AMI”); and

WHEREAS, the HDFC is or will be the legal or record owner, and the Company is or will be the beneficial and equitable owner of certain real property located at Washington Street, City of Saratoga Springs, Saratoga County, New York, Tax Map No. Section 165, Block 2, Lot 72.12 (the “Land”); and

WHEREAS, the Company and the HDFC will own, and the Company will construct, maintain and operate 158 multifamily dwelling units, not less than 157 of which shall be for citizens having household incomes less than or equal to ninety percent (90%) of AMI (the “Improvements”) on the Land (the Land and the Improvements collectively being the “Project”); and

WHEREAS, the HDFC's and the Company's plan for the use of the Project constitutes a “housing project” as that term is defined in the PHFL; and

WHEREAS, the HDFC is a “housing development fund company” as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund

company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the City Council of the City of Saratoga Springs, New York, by resolution adopted June ___, 2018, approved and authorized the execution of this Agreement,

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between and among the parties hereto as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from Local and Municipal Taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Project, including both Land and Improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by the County of Saratoga ("County"), the City of Saratoga Springs ("City"), the Saratoga Springs City School District ("School District") or other taxing jurisdiction. Exclusions from the exemption described herein (in addition to assessments for local improvements) shall include special tax and/ or special assessment districts, if any.

2. This tax exemption will commence on the date on which the HDFC acquires fee or record title to the Land and shall continue for a period of thirty-one (31) years from the date on which the City issues a final certificate of occupancy for the Improvements.

3. So long as the exemption hereunder continues, the Company shall make an annual payment in lieu of taxes ("PILOT") in the amount of Eighty-Four Thousand Fifty-Six and 00/100^{ths} Dollars (\$84,056.00) ("PILOT Payment"), which amount shall increase each year by two percent (2.0%), to cover all Local and Municipal Taxes owed in connection with the Land, Improvements and the Project. Annual PILOT Payments shall be due on June 30th of each calendar year. PILOT Payments shall be mailed via First Class mail through the United States Postal Service to the City of Saratoga Springs, Attention Commissioner of Finance at 477 Broadway, Saratoga Springs, New York 12866. So long as the tax exemption remains in effect, tenant rental charges for restricted units shall not exceed the maximum established or allowed by law, rule or regulation, and the Project shall be operated in conformance with the provisions of Article XI of PHFL. Notwithstanding any provision of this Agreement to the contrary, (a) prior to the issuance of a final certificate of occupancy for the Project, the PILOT payment shall be Fifteen Thousand and 00/100^{ths} Dollars (\$15,000) per annum, and (b) the PILOT Payment for the year in which the HDFC acquires fee or record title to the Property shall be prorated.

4. The tax exemption provided by this Agreement will continue for the term described above provided that the Project continues to be used or is made available for use, or is being repaired to be made available for use, as housing facilities for citizens having household incomes less than or equal to ninety (90%) percent of AMI as described herein, and any of the following occur (i) the HDFC and/ or the Company operate the Project in conformance with Article XI of the PHFL; or (ii) in the event an action is brought to foreclose a mortgage upon the Project, and the legal and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development

fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of financial services, such successor in interest shall operate the Project in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes and assessment of interest and penalties to the extent permitted by law. In the event the City commences a proceeding to enforce the provisions of this Agreement, then, in addition to the remedies to which the City shall be entitled, it shall have the right to award reasonable attorney fees to be paid by Company. Notwithstanding the above, the City may terminate this Agreement, and the tax exemption shall thereupon terminate, pursuant to Section 6 hereof.

6. This Agreement and the exemption granted hereunder shall terminate pursuant to Section 5 above or in an event of default as follows: (a) Failure of the Company (or the Company's investor or other party on its behalf) to pay in full any payment due under this Agreement within thirty (30) days of mailing of written notice by the City stating that said payment is past due; or (b) Failure of the Company (or the Company's investor member or other party on its behalf) to comply with or perform any provision of this Agreement if such failure continues in whole or in part for more than thirty (30) days after mailing of written notice by the City of such failure to comply or perform. In the event of a default hereunder, in addition to the termination of this Agreement and the tax exemption, the City may exercise any and all rights or remedies permitted by law. Notwithstanding any provision hereof to the contrary, the mortgagees of record with respect to the Project (the "Lender") shall have an additional period of thirty (30) days after the cure periods of the Company set forth in this Section 6 to cure any monetary defaults and an additional period of up to one hundred twenty (120) days to cure non-monetary defaults provided that the Lender shall diligently pursue such cure.

7. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery. Copies of notices to the Company shall be provided to the Lender, the parties' attorneys and investor for the Project at such address as may be designated in writing by the Company and HDFC.

8. This Agreement shall inure to the benefit of and shall be binding upon the City, the Company and the HDFC and their respective successors and assigns, including the successors in interest of the Company and the HDFC. There shall be no assignment of this Agreement except in accordance with Section 4 hereof or with written consent of the other parties, which consent shall not be unreasonably withheld.

9. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that

provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

10. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the Project and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

12. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each party represents that this Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

[Signature and Acknowledgment Pages Follow]

IN WITNESS WHEREOF, the City, the HDFC and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

CITY OF SARATOGA SPRINGS, NEW YORK

By: _____

Name: Meg Kelly

Title: Mayor

**INTRADA SARATOGA SPRINGS HOUSING
DEVELOPMENT FUND CORPORATION**

By: _____

Name: _____

Title: _____

INTRADA SARATOGA SPRINGS, LLC

By: _____

Name: _____

Title: _____

[Acknowledgment Page Follow]

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) SS.:
COUNTY OF SARATOGA)

On the [__] day of _____ in the year 2017, before me personally appeared **JOANNE D. YEPSEN**, 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF [_____])
) SS.:
COUNTY OF [_____])

On the [__] day of _____ in the year 2017, before me personally appeared [_____] , 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF [_____])
) SS.:
COUNTY OF [_____])

On the [__] day of _____ in the year 2018, before me personally appeared [_____] , 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public



**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK**

**Amending Resolution No 17-244 Entitled “Authorizing Exemption and Payment-in-Lieu of Taxes
Agreement for Intrada Saratoga Springs Affordable Housing Project”**

WHEREAS, on July 17, 2017 the City Council of the City of Saratoga Springs, New York approved Resolution No. 17-224 entitled “*Authorizing Exemption and Payment-in-Lieu of Taxes Agreement for Intrada Saratoga Springs Affordable Housing Project*” (the “Resolution 17-224”) concerning a certain parcel of vacant real property within the City of Saratoga Springs, New York designated on the last completed assessment rolls of the City as tax parcel no. 165.-2-72.12 (the “Land”), and a proposal by Intrada Saratoga Springs, LLC (the “Company”) in partnership with Captain Youth and Family Services, Inc. (“CAPTAIN”) and a housing development fund company being formed by CAPTAIN (the “HDFC”) to construct 158 units of affordable multi-family rental units and related improvements (the “Improvements”) on the Land (the Land and the Improvements collectively being the “Project”); and

WHEREAS, Resolution 17-224 (a) exempted the Project from real property taxes to the extent authorized by Section 577 of the PHFL, (b) approved a proposed PILOT Agreement by and among the City of Saratoga Springs (the “City”), the Company and the HDFC, in substantially the form presented at the July 17, 2017 meeting, providing for annual payments as set forth in such agreement, and (c) authorized the Mayor to execute the foregoing PILOT Agreement, in substantially the same form with other documents as the City Attorney deemed appropriate as were incidental to the PILOT Agreement, on behalf of the City, and to deliver the signed PILOT Agreement on behalf of the City; and

WHEREAS, the PILOT agreement attached to Resolution 17-224 identified the HDFC as “*Intrada Saratoga Springs Housing Development Fund Company, Inc.*” but the HDFC as formed is named “*Intrada Saratoga Springs Housing Development Fund Corporation*”; and

WHEREAS, Resolution 17-224 recited that Project will consist of one, two and three-bedroom apartment units, 24 of which will be available for persons with an area median income (“AMI”) of 50% or less, 109 of which will be available for persons with an AMI of 60% or less, and 24 of which will be available for persons with an AMI of 80% or less; however, as finally approved by the New York State Housing Finance Agency in 2018, 24 of the units will be available for persons with an AMI of 90% or less, instead of 80% or less; and

WHEREAS, by this Resolution the City Council intends to correct the name of the HDFC and to acknowledge that 24 of the units will be available for persons with an AMI of 90% or less, instead of 80% or less,

NOW THEREFORE, BE IT RESOLVED, that Resolution No. 17-224 is amended to read as follows:

**“Authorizing Exemption and Payment-in-Lieu of Taxes Agreement
for Intrada Saratoga Springs Affordable Housing Project**

WHEREAS, the City of Saratoga Springs (the "City") encourages a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for residents having household incomes less than or equal to ninety percent (90%) of area median income ("AMI") for Saratoga County, adjusted for family size; and

WHEREAS, Intrada Saratoga Springs, LLC, (the “Company”) is the purchaser (by assignment) under a contract to purchase a certain parcel of vacant real property within the City of Saratoga Springs, New York designated on the last completed assessment rolls of the City as tax parcel no. 165.-2-72.12 (the “Land”), and is proposing to construct 158 units of affordable multi-family rental units and related improvements (the “Improvements”) on the Land (the Land and the Improvements collectively being the “Project”); and

WHEREAS, the Project will consist of one, two and three-bedroom apartment units, 24 of which will be available for persons with an AMI of 50% or less, 109 of which will be available for persons with an AMI of 60% or less, and 24 of which will be available for persons with an AMI of 90% or less; and

WHEREAS, the Company, in collaboration with CAPTAIN Youth and Family Services, Inc. (“CAPTAIN”) has agreed that not less than 8 of the rental units within the Project would be set aside for occupancy by individuals who are aging out of the foster care system, and CAPTAIN has agreed with the Company to provide on-site supportive services to those individuals; and

WHEREAS, the Company has been approved by the New York State Housing Finance Agency (“HFA”) for State subsidies and Federal Low Income Housing Tax Credits and/or for tax exempt bond financing to finance the acquisition and construction of the Project; and

WHEREAS, CAPTAIN has established a housing development fund company (the "HDFC") named “Intrada Saratoga Springs Housing Development Fund Corporation” under New York Private Housing Finance Law ("PHFL") Article XI and Section 402 of the NYS Not-for-Profit Corporation Law, with the consent of the Commissioner of the New York State Division of Housing and Community Renewal (“DHCR”); and

WHEREAS, in order to facilitate the acquisition and construction of the Project and creation of affordability covenants for the Project, the Company is willing to transfer legal ownership of the Project to the HDFC as nominee, with the Company to remain as equitable and beneficial owner, and the Company will then construct the Project and commit it to affordable housing by agreeing to the New York State Homes and Community Renewal affordability covenants to be imposed by DHCR and/or HFA, as applicable, with assistance from the City in the form of a PILOT Agreement; and

WHEREAS, the HDFC’s and the Company's plan for the use of the Project constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL, and Section 577 of the PHFL authorizes the City Council to exempt the Project from real property taxes, and to agree to a payment of lieu of taxes on the Project; and

WHEREAS, the Company and the HDFC will be willing to enter into a PILOT Agreement whereby the Company will make annual payments in lieu of taxes to the City as set forth in the PILOT Agreement presented to the City Council for approval;

NOW THEREFORE, BE IT RESOLVED, that upon acquisition of title to the Land by the HDFC, the City Council hereby exempts the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approves the proposed PILOT Agreement by and among the City of Saratoga Springs, the Company and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the foregoing PILOT Agreement, in substantially the same form with other documents as the City Attorney may deem appropriate as are incidental to the PILOT Agreement, on behalf of the City, and to deliver the signed PILOT Agreement on behalf of the City.”

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT)
BETWEEN AND AMONG THE CITY OF SARATOGA SPRINGS,
INTRADA SARATOGA SPRINGS HOUSING DEVELOPMENT FUND
CORPORATION, AND INTRADA SARATOGA SPRINGS, LLC**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the “PILOT Agreement” or “Agreement”), dated June ___, 2018, by and among the **CITY OF SARATOGA SPRINGS, NEW YORK**, a New York municipal corporation, having its principal office located at 474 Broadway, Saratoga Springs, New York 12866 (the “City”), **INTRADA SARATOGA SPRINGS HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation organized under Article XI of the New York Private Housing Finance Law, having an address at 5 Municipal Plaza, Suite 3, Clifton Park, New York 12065 (the “HDFC”), and **INTRADA SARATOGA SPRINGS, LLC**, a New York limited liability company, having an address c/o Vecino Group New York, LLC, 305 W. Commercial St., Springfield, Missouri, 65803 (together with its successors and/or assigns, the “Company”).

WITNESSETH:

WHEREAS, the HDFC is a corporation established pursuant to section 402 of the New York Not-For-Profit Corporation Law and Article XI of the New York Private Housing Finance Law (“PHFL”); and

WHEREAS, the HDFC has been formed and will work with Company on the Project which will provide residential rental accommodations for citizens having household incomes less than or equal to ninety percent (90%) of area median income for Saratoga County, adjusted for family size (“AMI”); and

WHEREAS, the HDFC is or will be the legal or record owner, and the Company is or will be the beneficial and equitable owner of certain real property located at Washington Street, City of Saratoga Springs, Saratoga County, New York, Tax Map No. Section 165, Block 2, Lot 72.12 (the “Land”); and

WHEREAS, the Company and the HDFC will own, and the Company will construct, maintain and operate 158 multifamily dwelling units, not less than 157 of which shall be for citizens having household incomes less than or equal to ninety percent (90%) of AMI (the “Improvements”) on the Land (the Land and the Improvements collectively being the “Project”); and

WHEREAS, the HDFC's and the Company's plan for the use of the Project constitutes a “housing project” as that term is defined in the PHFL; and

WHEREAS, the HDFC is a “housing development fund company” as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund

company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the City Council of the City of Saratoga Springs, New York, by resolution adopted June ___, 2018, approved and authorized the execution of this Agreement,

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between and among the parties hereto as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from Local and Municipal Taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Project, including both Land and Improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by the County of Saratoga ("County"), the City of Saratoga Springs ("City"), the Saratoga Springs City School District ("School District") or other taxing jurisdiction. Exclusions from the exemption described herein (in addition to assessments for local improvements) shall include special tax and/ or special assessment districts, if any.

2. This tax exemption will commence on the date on which the HDFC acquires fee or record title to the Land and shall continue for a period of thirty-one (31) years from the date on which the City issues a final certificate of occupancy for the Improvements.

3. So long as the exemption hereunder continues, the Company shall make an annual payment in lieu of taxes ("PILOT") in the amount of Eighty-Four Thousand Fifty-Six and 00/100^{ths} Dollars (\$84,056.00) ("PILOT Payment"), which amount shall increase each year by two percent (2.0%), to cover all Local and Municipal Taxes owed in connection with the Land, Improvements and the Project. Annual PILOT Payments shall be due on June 30th of each calendar year. PILOT Payments shall be mailed via First Class mail through the United States Postal Service to the City of Saratoga Springs, Attention Commissioner of Finance at 477 Broadway, Saratoga Springs, New York 12866. So long as the tax exemption remains in effect, tenant rental charges for restricted units shall not exceed the maximum established or allowed by law, rule or regulation, and the Project shall be operated in conformance with the provisions of Article XI of PHFL. Notwithstanding any provision of this Agreement to the contrary, (a) prior to the issuance of a final certificate of occupancy for the Project, the PILOT payment shall be Fifteen Thousand and 00/100^{ths} Dollars (\$15,000) per annum, and (b) the PILOT Payment for the year in which the HDFC acquires fee or record title to the Property shall be prorated.

4. The tax exemption provided by this Agreement will continue for the term described above provided that the Project continues to be used or is made available for use, or is being repaired to be made available for use, as housing facilities for citizens having household incomes less than or equal to ninety (90%) percent of AMI as described herein, and any of the following occur (i) the HDFC and/ or the Company operate the Project in conformance with Article XI of the PHFL; or (ii) in the event an action is brought to foreclose a mortgage upon the Project, and the legal and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development

fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of financial services, such successor in interest shall operate the Project in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes and assessment of interest and penalties to the extent permitted by law. In the event the City commences a proceeding to enforce the provisions of this Agreement, then, in addition to the remedies to which the City shall be entitled, it shall have the right to award reasonable attorney fees to be paid by Company. Notwithstanding the above, the City may terminate this Agreement, and the tax exemption shall thereupon terminate, pursuant to Section 6 hereof.

6. This Agreement and the exemption granted hereunder shall terminate pursuant to Section 5 above or in an event of default as follows: (a) Failure of the Company (or the Company's investor or other party on its behalf) to pay in full any payment due under this Agreement within thirty (30) days of mailing of written notice by the City stating that said payment is past due; or (b) Failure of the Company (or the Company's investor member or other party on its behalf) to comply with or perform any provision of this Agreement if such failure continues in whole or in part for more than thirty (30) days after mailing of written notice by the City of such failure to comply or perform. In the event of a default hereunder, in addition to the termination of this Agreement and the tax exemption, the City may exercise any and all rights or remedies permitted by law. Notwithstanding any provision hereof to the contrary, the mortgagees of record with respect to the Project (the "Lender") shall have an additional period of thirty (30) days after the cure periods of the Company set forth in this Section 6 to cure any monetary defaults and an additional period of up to one hundred twenty (120) days to cure non-monetary defaults provided that the Lender shall diligently pursue such cure.

7. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery. Copies of notices to the Company shall be provided to the Lender, the parties' attorneys and investor for the Project at such address as may be designated in writing by the Company and HDFC.

8. This Agreement shall inure to the benefit of and shall be binding upon the City, the Company and the HDFC and their respective successors and assigns, including the successors in interest of the Company and the HDFC. There shall be no assignment of this Agreement except in accordance with Section 4 hereof or with written consent of the other parties, which consent shall not be unreasonably withheld.

9. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that

provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

10. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the Project and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

12. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each party represents that this Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

[Signature and Acknowledgment Pages Follow]

IN WITNESS WHEREOF, the City, the HDFC and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

CITY OF SARATOGA SPRINGS, NEW YORK

By: _____
Name: Meg Kelly
Title: Mayor

**INTRADA SARATOGA SPRINGS HOUSING
DEVELOPMENT FUND CORPORATION**

By: _____
Name: _____
Title: _____

INTRADA SARATOGA SPRINGS, LLC

By: _____
Name: _____
Title: _____

[Acknowledgment Page Follow]

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) SS.:
COUNTY OF SARATOGA)

On the [__] day of _____ in the year 2017, before me personally appeared **JOANNE D. YEPSEN**, 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF [_____])
) SS.:
COUNTY OF [_____])

On the [__] day of _____ in the year 2017, before me personally appeared [_____] , 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF [_____])
) SS.:
COUNTY OF [_____])

On the [__] day of _____ in the year 2018, before me personally appeared [_____] , 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public



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: June 12, 2018

RE: Extension of Bid – Precast Manholes, Catchbasins, Drywells, Frames & Covers

Please place on the June 19, City Council Agenda, the extension of bid for the Precast Manholes, Catchbasins, Drywells, Frames & Covers 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: DPW

Project or Item Being Awarded: _____

Item Being Extended: Precast Manholes, Catchbasins, Drywells Frames & Covers

Vendor Who Won the Bid: Pallette Stone Corp

Budget Line Item: _____
A3638144 54180 \$8,000.00
F3638354 54180 \$24,690.36
G3638114 54180 \$15,000.00
A3335014 54180 \$5,000.00

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

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.**



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

May 23, 2018

Mr. Peter Fitzgerald
Pallette Stone Corp.
269 Ballard Road
Wilton, NY 12831

Dear Mr. Fitzgerald:

The instructions of the Precast Manholes, Catch Basin, Dry Wells and Frames & Covers IFB #2017-28 specification provided an option to extend the contract for one (1) additional year. Please complete the section at the bottom of this letter and return to me. If you have any questions, please contact me at Kathy.moran@saratoga-springs.org or 518-587-3550, ext. 2544.

Sincerely,

Katherine A. Moran

Katherine A. Moran
DPW Office Supervisor

☒ Pallette Stone Corp. agrees to extend the contract prices for Precast Manholes, Catch Basin, Dry Wells and Frames & Covers for one (1) additional year. The extended contract period will run from July 5, 2018 through July 4, 2019.

() Pallette Stone Corp. would like to terminate the contract for Precast Manholes, Catch Basin, Dry Wells and Frames & Covers at the end of the original contract period (July 5, 2018).

Date 5/23/18

Signature *Peter Fitzgerald*

Print Peter Fitzgerald

Sample Form COSF-2

Request for Certification of Sufficient Funds

Submittal Date: May 24, 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):

Bid 2017 -28

Precast Manholes, Catch Basins, Dry Wells and Frames & Covers

Palette Stone Corp

Appropriation – Current Budget Expense Org/Object/Proj(s):

A3638144 54180 \$8,000.00

F3638354 54180 \$24,690.36

G3638114 54180 \$15,000.00

A3335014 54180 \$5,000.00

Amount Requested for Approval: \$ 52,690.³~~46~~

Current Amount Available:	A3638144 54180	\$7,690.46 12,608.1
	F3638354 54180	\$42,703.94 42,674.92
	G3638114 54180	\$19,850.01
	A3335014 54180	\$33,313.54 22,236.92


Transfer/Amendment Pending: \$0

Transfer/Amendment Date: _____

 _____ May 24, 2018
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.

 _____ 6/1/18
Commissioner of Finance Approval Date

4. CORRECTIONS

The bidder must initial erasures or other changes in the bid.

5. RECEIVING BIDS

Bids received prior to the advertised hour 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, 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 the 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 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.



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway - City Hall
Saratoga Springs, New York 12866
Telephone 518-587-3550
Fax 518-587-6512

JOHN P. FRANCK
COMMISSIONER

MAIRE MASTERSON
DEPUTY COMMISSIONER

Award of Bid Sign-Off Form

Department That Owns Award of Bid: Department of Public Works

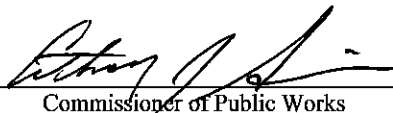
Project or Item Being Awarded: Loughberry Lake Dam Project – Professional Services

Item Being Extended: _____

Vendor Who Won the Bid: Schnabel Engineering of New York

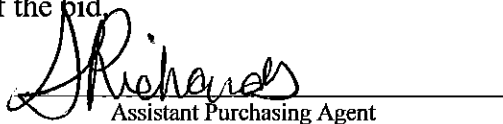
Budget Line Item: H3638742-52000-1254

Mayor/Commissioner: Please add to the June 19, 2018 City Council Agenda, the award of bid for "Loughberry Lake Dam Project-Professional Services" to Schnabel Engineering of New York. (lowest qualified bidder).


Commissioner of Public Works

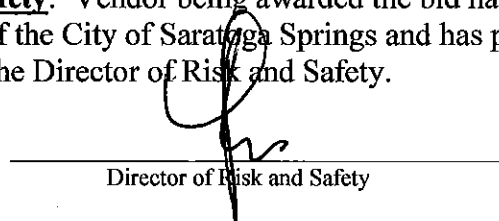
6/14/18
Date

Assistant Purchasing Agent: Purchasing policy has P / has not _____ been followed in the selection of the winner of the bid.


Assistant Purchasing Agent

6/14/18
Date

Director of Risk and Safety: Vendor being awarded the bid 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

6/15/18
Date

An award 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.

Prior to an award of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- o A memo from your department's Commissioner/Mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- o A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- o The Assistant Purchasing Agent **must** review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- o The Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all risk and insurance requirements for the City of Saratoga Springs; and
- o Approved certification of funds by the Finance Department (if applicable) **must** be obtained and the copy **must** be attached to this request; and
- o Budget line item **must** be identified and indicated.

Loughberry Lake Dam Project Professional Services RFP 2018-27

Bid Results

Schnabel

Gregory Daviero

28 Corporate Drive, Suite 104

Clifton Park, NY 12065

gdaviero@schnabel-eng.com

Bid	Purchasing	Risk and Safety
\$789,970.00	Meets requirements.	Does not meet requirments.

Request for Certification of Sufficient Funds

Submittal Date: 6/14/2018

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: Schnabel Engineering of New York

Project:

DEC - Loughberry Lake Dam

Loughberry Lake Dam Project-Professional Engineering
Services

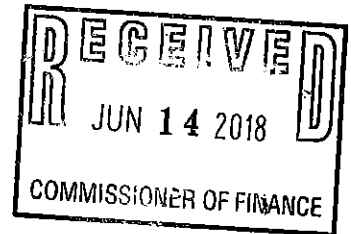
Appropriation - Current Budget Expense Org/Object/Proj(s): H3638742 ✓ 52000 ✓ 1254 ✓

Amount Requested for Approval

\$789,970.00 ✓

Current Amount Available:

\$825,000.00 ✓



Transfer/Amendment Pending:

Transfer/Amendment Date

Anthony J. ...
Department Head Signature

6/14/18
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.

Richard W. ...
Commissioner of Finance

6/14/18
Approval Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2018

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).

PRODUCER
Scott Insurance (Rich)
1700 Bayberry Court Ste. 200
Richmond VA 23226

CONTACT NAME: Erika Cox

PHONE
(A/C No. Ext): 804-591-4969FAX
(A/C No.):E-MAIL
ADDRESS: ecox@scottins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Valley Forge Insurance Company (A)

20508

INSURER B: Continental Casualty Company (A)

20443

INSURER C: American Casualty Company of Reading,

20427

INSURER D:

INSURER E:

INSURER F:

INSURED SCHNA-1
Schnabel-Lachel Engineering, P.C.
dba Schnabel Engineering of New York
28 Corporate Dr., #104
Clifton Park NY 12065

COVERAGES

CERTIFICATE NUMBER: 432255964

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6018601512	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6018601526	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6018601557	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	6018601543	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WVBroadForm ENDT E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A B	Equipment Floater Professional Liability \$200,000 retention		6018601512 AEH591906042	7/1/2017 1/1/2018	7/1/2018 1/1/2019	Rented Equip/deductib 75,000/1,000 Per claim 1,000,000 Annual Aggregate 1,000,000

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

Umbrella Policy applies over General Liability, Auto Liability and Employers Liability. General Liability does not exclude xcu coverages. Workers Compensation applies in VA, GA, NC, MD, SC, PA, MD, NJ, NV, TX, NY, TN, KY, WV and DC; and all other states except ND, OH, WA and WY. Workers Compensation Policy includes USL&H coverage. Coverages provided by Owner or Contractor Controlled Programs are excluded from policies referenced herein.

IF REQUIRED BY WRITTEN CONTRACT, the following provisions apply to General Liability, Auto Liability, Workers Compensation and Umbrella Liability:
30-day notice of cancellation except for 10 days for nonpayment of premium
Additional Insureds on a primary, noncontributory basis for General Liability, for ongoing & completed operations for work performed by the Named Insured; & See Attached...

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

Stacy W. Hall

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Scott Insurance (Rich)		NAMED INSURED Schnabel-Lachel Engineering, P.C. dba Schnabel Engineering of New York 28 Corporate Dr., #104 Clifton Park NY 12065
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

for Auto Liability & Umbrella Liability
Waiver of Subrogation in favor of Additional Insureds for General Liability, Auto Liability, Workers Compensation, Umbrella Liability and Professional Liability.

Re: RFP #2018-17 - Loughberry Lake Dam Project Professional Services

The City of Saratoga Springs is listed as additional insured with respects to General Liability on a primary and noncontributory basis.

For this project, Professional Liability limits are amended to \$1,000,000 each claim, \$2,000,000 annual aggregate.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Schnabel Engineering of New York 28 Corporate Drive, Suite 104 Clifton, NY 12065 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-348-8575 1c. NYS Unemployment Insurance Employer Registration Number of Insured 27-0922863 2 1d. Federal Employer Identification Number of Insured or Social Security Number 262918600
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	3a. Name of Insurance Carrier American Casualty Co. of Reading, PA 3b. Policy Number of Entity Listed in Box "1a" WC6018601543 3c. Policy effective period 7/1/2017 to 7/1/2018 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

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: Erika K. Cox
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Erika K Cox 6/13/18
(Signature) (Date)

Title: Commercial Account Analyst

Telephone Number of authorized representative or licensed agent of insurance carrier: (804) 545-2200

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.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF LIABILITY INSURANCE

H2HASS2

OP ID: CO

DATE (MM/DD/YYYY)

06/15/2018

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).

PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray	CONTACT NAME: Cathy OKeefe PHONE (A/C, No, Ext): 518-456-6688 E-MAIL ADDRESS: cathy@murraygrp.com FAX (A/C, No): 518-456-1605														
INSURED H2H Associates LLC 179 River Street Troy, NY 12180	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Great Divide Insurance Company</td><td>25224</td></tr><tr><td>INSURER B: Utica National Insurance Group</td><td>10687</td></tr><tr><td>INSURER C: Liberty Mutual Insurance</td><td>24198</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></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Divide Insurance Company	25224	INSURER B: Utica National Insurance Group	10687	INSURER C: Liberty Mutual Insurance	24198	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Great Divide Insurance Company	25224														
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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	X X	ECP2025264-10	01/23/2018	01/23/2019	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	5074134	10/26/2017	10/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	X	FFX2025265-10	01/23/2018	01/23/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	X	5034414	05/15/2018	05/15/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		ECP2025264-10	01/23/2018	01/23/2019	Liability 1,000,000
A	Pollution Liab		ECP2025264-10	01/23/2018	01/23/2019	Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Subject to all policy terms, limitations, conditions and definitions.
See Notes.

CERTIFICATE HOLDER**CANCELLATION**

Schnabel Engineering of New
York
28 Corporate Drive
Clifton Park, NY 12065

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE

INSURED'S NAME H2H Associates LLC

H2HASS2

OP ID: CO

PAGE 2

Date 06/15/2018

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability

\$5,000,000 Per Project Aggregate applies per ECP 1087 04 12 attached



CERTIFICATE OF LIABILITY INSURANCE

H2HASS2

OP ID: CO

DATE (MM/DD/YYYY)

06/15/2018

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PRODUCER
The Murray Group Insurance
Services Inc.
1807 Western Ave.
Albany, NY 12203-4631
James H. Murray

CONTACT NAME: Cathy O'Keefe

PHONE (A/C, No, Ext): 518-456-6688

FAX (A/C, No): 518-456-1605

E-MAIL: cathy@murraygrp.com

ADDRESS: INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Great Divide Insurance Company

25224

INSURER B: Utica National Insurance Group

10687

INSURER C: Liberty Mutual Insurance

24198

INSURER D:

INSURER E:

INSURER F:

INSURED
H2H Associates LLC
179 River Street
Troy, NY 12180

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	ECP2025264-10	01/23/2018	01/23/2019	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
B	GEN'L AGGREGATE LIMIT APPLIES PER:	X	X	5074134	10/26/2017	10/26/2018	PRODUCTS - COMPIOP AGG \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>						BODILY INJURY (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/>	X	X	FFX2025265-10	01/23/2018	01/23/2019	PROPERTY DAMAGE (PER ACCIDENT) \$
	CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$ 5,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						
B		N/A	X	5034414	05/15/2018	05/15/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
A	Professional Liab			ECP2025264-10	01/23/2018	01/23/2019	Liability 1,000,000
A	Pollution Liab			ECP2025264-10	01/23/2018	01/23/2019	Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Subject to all policy terms, limitations, conditions and definitions.
See Notes

CERTIFICATE HOLDER

SARA003

City of Saratoga Springs
Office of Risk and Safety
474 Broadway
Saratoga Springs, NY 12866

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE SARA003
INSURED'S NAME H2H Associates LLC

H2HASS2
OP ID: CO

PAGE 2
Date 06/15/2018

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability

\$5,000,000 Per Project Aggregate applies per ECP 1087 04 12 attached

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT – COVERAGES A & D

SCHEDULE

Designated Construction Projects:

Each of your projects away from premises owned or rented to you, performed during the policy period when a Designated Per Project Aggregate Limit of Insurance is required in a written contractual agreement.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A and COVERAGE D** which can be attributed only to ongoing operations as shown in the schedule above:
1. A separate Designated Construction Project Limit applies to each designated construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations page.
 2. Except for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, the Designated Construction Project Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGE A and COVERAGE D**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
 3. Any payments made under **SECTION I – COVERAGE A and COVERAGE D** for damages shall reduce the Designated Construction Project Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations page nor shall they reduce any other Designated Construction Project Limit, except as affected by the Designated Construction Project Aggregate Limit described below in 5.b.
 4. The limits shown in the Declarations page for Each Occurrence and Damage to Premises Rented to you continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Limit.
 5.
 - a. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under the Designated Construction Project Limit, described in 1. and 2. above.
 - b. Regardless of the number of construction projects or designated construction projects covered under this policy, the most we will pay as the Designated Construction Project Aggregate is \$5,000,000.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A and COVERAGE D** which cannot be attributed only to ongoing operations as shown in the schedule above:

1. Any payments made under **SECTION I – COVERAGE A and COVERAGE D** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION IV – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



H2HASS2

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2018

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PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray	CONTACT NAME: Cathy OKeefe	
	PHONE (A/C, No, Ext): 518-456-6688	FAX (A/C, No): 518-456-1605
	E-MAIL ADDRESS: cathy@murraygrp.com	
INSURED H2H Associates LLC 179 River Street Troy, NY 12180	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great Divide Insurance Company	NAIC # 25224
	INSURER B: Utica National Insurance Group	10687
	INSURER C: Liberty Mutual Insurance	24198
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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A	GENERAL LIABILITY	X	X	ECP2025264-10	01/23/2018	01/23/2019	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000				
				PRODUCTS - COMP/OP AGG \$ 2,000,000				
B	AUTOMOBILE LIABILITY	X	X	5074134	10/26/2017	10/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS							BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	FFX2025265-10	01/23/2018	01/23/2019	EACH OCCURRENCE \$ 5,000,000	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000	
	DED <input type="checkbox"/> RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input checked="" type="checkbox"/> N/A	X	5034414	05/15/2018	05/15/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	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	
A	Professional Liab			ECP2025264-10	01/23/2018	01/23/2019	Liability 1,000,000	
A	Pollution Liab			ECP2025264-10	01/23/2018	01/23/2019	Liability 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Subject to all policy terms, limitations, conditions and definitions.
See Notes.

CERTIFICATE HOLDER**CANCELLATION**

Schnabel Engineering of New
York
28 Corporate Drive
Clifton Park, NY 12065

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE
INSURED'S NAME H2H Associates LLC

H2HASS2
OP ID: CO

PAGE 2
Date 06/15/2018

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability

\$5,000,000 Per Project Aggregate applies per ECP 1087 04 12 attached



H2HASS2

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2018

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).

PRODUCER
The Murray Group Insurance
Services Inc.
1807 Western Ave.
Albany, NY 12203-4631
James H. Murray

CONTACT NAME: Cathy OKeefe**PHONE (A/C, No, Ext):** 518-456-6688**FAX (A/C, No):** 518-456-1605**E-MAIL ADDRESS:** cathy@murraygrp.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Great Divide Insurance Company

25224

INSURER B: Utica National Insurance Group

10687

INSURER C: Liberty Mutual Insurance

24198

INSURER D:**INSURER E:****INSURER F:**

INSURED
H2H Associates LLC
179 River Street
Troy, NY 12180

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	ECP2025264-10	01/23/2018	01/23/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY	X	X	5074134	10/26/2017	10/26/2018	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	UMBRELLA LIAB	X	X	FFX2025265-10	01/23/2018	01/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	5034414	05/15/2018	05/15/2019	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Professional Liab			ECP2025264-10	01/23/2018	01/23/2019	Liability 1,000,000
A	Pollution Liab			ECP2025264-10	01/23/2018	01/23/2019	Liability 1,000,000

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

Subject to all policy terms, limitations, conditions and definitions.
See Notes

CERTIFICATE HOLDER

SARA003

City of Saratoga Springs
Office of Risk and Safety
474 Broadway
Saratoga Springs, NY 12866

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE **SARA003**
INSURED'S NAME **H2H Associates LLC**

H2HASS2
OP ID: CO

PAGE 2
Date **06/15/2018**

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability

\$5,000,000 Per Project Aggregate applies per ECP 1087 04 12 attached

NEW YORK DECLARATIONS

THIS IS A CLAIMS-MADE POLICY WITH CLAIMS EXPENSES INCLUDED WITHIN THE LIMITS OF LIABILITY, UNLESS OTHERWISE ENDORSED. PLEASE READ THE POLICY CAREFULLY.

ACCOUNTANTS PROFESSIONAL LIABILITY POLICY

Policy Number	Coverage is provided by:	Agency	Agency Code
LHO D385382 00	HANOVER INSURANCE COMPANY 440 LINCOLN STREET WORCESTER, MA 01653	GILSBAR SPECIALTY INS.	0404467

Item 1. Named Insured and Address:

FERRARO AMODIO & ASSOCIATES
LLC
DBA FERRARO AMODIO & ZARECKI CPAS
18 DIVISION STREET STE 413
SARATOGA SPRINGS, NY 12866

Item 2. Policy Period:

Inception Date: 09/09/2017
Expiration Date: 09/09/2018
12:01 A.M. Standard Time at the address of the **named insured** as stated herein.

Item 3. LIMIT OF LIABILITY:

- a. \$1,000,000 for each **claim**; not to exceed
- b. \$2,000,000 for all **claims** in the Aggregate

Item 4. SUBLIMITS OF LIABILITY:

- a. \$25,000 **Regulatory Proceedings Coverage** for each **regulatory proceeding** and \$50,000 in the Aggregate
- b. \$N/A **Employment Practice and Discrimination Coverage** for each **claim** and in the Aggregate
- c. \$30,000 **Crisis Event Coverage** for each **crisis event** and in the Aggregate

Item 5. SUPPLEMENTAL COVERAGE LIMITS OF LIABILITY:

- a. \$30,000 **Privacy Event Coverage** for each **privacy event** and in the Aggregate
- b. \$100,000 **Network Security Coverage** for each **claim** and in the Aggregate
- c. \$30,000 **Reimbursement for Loss of Income Coverage** for all **insureds** and in the Aggregate

Item 6. DEDUCTIBLE: \$10,000 each **claim** N/A Aggregate

Item 7. RETROACTIVE DATE: 09/09/2016

Item 8. PREMIUM FOR THE POLICY PERIOD:

Annual Premium: \$6,465

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

CLASS CODE: 2-14002 ACCOUNTANTS

Item 9. OPTIONAL EXTENDED REPORTING PERIOD

- a. Additional Period: 12 Months
- b. Additional Premium: 100% of the annual premium

Item 10. NOTICE OF A CLAIM

Report any claim or potential claim to the Company as required by Section **G. DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S)**:

The Hanover Insurance Company
P.O. Box 15148
Worcester, MA 01615 - 0148

National Claims Telephone Number : 800-628-0250

Facsimile: 800-399-4734

Email: claimsintake@hanoverprofessionals.com

Item 11. Forms attached at Issue:

401-1268	(08-12)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
915-0001NYFTZ	(12-12)	NY APL Policy Form
915-0010NYFTZ	(12-12)	New York Claims Expenses in Addition to the Limit of Liability with Damages and Claims Expenses Deductible Endorsement
915-0126NYFTZ	(05-17)	Notice to New York Insureds
915-0903NYFTZ	(05-17)	New York Cpaonepro Plus Endorsement (Claim Expense in Addition to the Limit of Liability)
SIG-1100	(08-16)	Signature Page



U.S. TREASURY DEPARTMENT'S
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this notice carefully.**

The Office of Foreign Assets Control ("OFAC") administers and enforces sanctions policy, based on Presidential Declarations of National Emergency.

OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site: <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated United States sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

Other limitations on the premiums and payments also apply.

ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE POLICY

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NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

CLASS CODE: 2-14002 ACCOUNTANTS

ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE POLICY

This is a **CLAIMS-MADE** policy. Subject to the terms, conditions, exclusions and limitations of this policy, coverage is limited to liability for only those claims that are first made against you after the retroactive date and during the policy period or any optional extended reporting period, if exercised by you.

This is a “defense within limits” policy with claim expenses included within the Limit of Liability. The Limit of Liability can be completely exhausted by claim expenses and we have no liability for legal defense costs or for the amount of any judgment or settlement in excess of the limits of liability stated in your policy. Further note that amounts incurred for claim expenses and damages are subject to the deductible. Please read this policy carefully.

Throughout this **policy**, the terms **we**, **us** and **our** refer to the **company** providing this insurance. The terms **you** and **your** refer to the persons and entities insured under this **policy**. Other terms in bold print have special meaning and are defined in the **policy**.

A. COVERAGE

1. Professional Services Coverage

We will pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** and **claim expenses** because of any **claim** made against **you** arising from a **wrongful act** in the rendering of or failure to render **professional services**, provided that:

- a. The **wrongful act** must have first occurred on or after the applicable **retroactive date(s)**;
- b. **You** had no knowledge of facts which could have reasonably caused **you** to foresee a **claim**, or any knowledge of the **claim**, prior to the effective date of this **policy**; and,
- c. The **claim** or **potential claim** must first be made during the **policy period** or any **extended reporting period**, if applicable, and must arise from any **wrongful act** to which this **policy** applies.

2. Regulatory Proceedings Coverage

We will pay on your behalf, **regulatory proceeding expenses** because of any **regulatory proceeding** commenced against **you** and reported to **us** in writing during the **policy period**, subject to the following:

- a. **We** will not pay any **damages** incurred as a result of **regulatory proceedings**;
- b. The coverage provided under this section only applies to **you** if **you** are a partner, limited liability company member, officer, director, stockholder or employee of the **named insured** at the time **you** report the investigation or proceeding;
- c. Any payment made hereunder will not be subject to the deductible and is subject to the sub-limit of liability referenced in Item 4.a. of the Declarations. The sub-limit of liability is part of, and not in addition to, the Limits of Liability referenced in Item 3. of the Declarations.

For purposes of this section, reporting a preliminary investigation or a request for an investigation will be considered the same as reporting a **regulatory proceeding**. However, **we** have no obligation under this section until the reported investigation is elevated to a **regulatory proceeding**.

3. Subpoena Assistance Coverage

In the event **you** receive a subpoena for documents or testimony arising out of **professional services** provided after the applicable **retroactive date(s)**, and **you** would like **our** assistance in responding to the subpoena, **you** may provide **us** with a copy of the subpoena, and **we** will retain an attorney to provide advice regarding the production of documents, to prepare **you** for sworn testimony, and to represent **you** at any related deposition of **you**, provided that:

- a. The subpoena arises out of a lawsuit to which **you** are not a party; and
- b. **You** have not been engaged to provide advice or testimony in connection with the lawsuit, nor have **you** provided such advice or testimony in the past.

If **we** retain an attorney pursuant to the above, **we** will pay such attorney's legal fees and costs. Any payment made hereunder will not be subject to the deductible and are part of, and not in addition to, the Limits of Liability referenced in Item 3. of the Declarations.

Any notice **you** give to **us** of such subpoena will be deemed notification of a **claim** under Section G.1. of this **policy**.

4. Pre-claim Assistance Coverage

Until the date a **claim** is made, **we** will pay all costs or expenses **we** incur at **our** sole discretion as a result of investigating a **potential claim** that **you** report to **us**. Any payment made hereunder will not be subject to the deductible and are part of, and not in addition to, the Limits of Liability referenced in Item 3. of the Declarations.

5. Crisis Event Coverage

We will pay on behalf of the **named insured** for reasonable fees, costs and expenses for consulting services provided by a public relations firm to the **named insured**, incurred with **our** written consent, in response to a **crisis event** first occurring and reported to **us** in writing during the **policy period**. Any payment made hereunder will not be subject to the deductible and is subject to the sub-limit of liability referenced in Item 4.c. of the Declarations. The sub-limit of liability is part of, and not in addition to, the Limits of Liability referenced in Item 3. of the Declarations.

6. SUPPLEMENTAL COVERAGES

a. Privacy Event Coverage

We will pay on behalf of the **named insured**, reasonable fees, costs and expenses for services provided to the **named insured**, incurred with **our** written consent, in response to a **privacy event** first occurring and reported to **us** in writing during the **policy period**. Such services include those necessary to:

- 1) Respond to unfavorable publicity arising out of a **privacy event**;
- 2) Comply with any statute or regulation requiring notice to individuals as a result of a **privacy event**;
- 3) Monitor credit bureau records of an individual whose non-public personal information may have been used or disclosed as a result of a **privacy event**; or
- 4) Assist the **named insured** in correcting deficiencies that have caused a **privacy event** and managing relationships with regulatory or law enforcement authorities as a result of a **privacy event**.

Any payment made hereunder is subject to the deductible and the Limit of Liability referenced in Item 5.a. of the Declarations. The Limit of Liability is in addition to the Limits of Liability referenced in Item 3. of the Declarations.

b. Network Security Breach Coverage

We will pay on **your** behalf those sums **you** become legally obligated to pay as **damages** and **claim expenses** arising out of a **network security breach**, regardless of the number of **network security breaches**, in the performance of **professional services** by the **you** or by any person for whom **you** are legally liable, first occurring and reported to **us** in writing during the **policy period**. Any payment made hereunder will not be subject to the deductible and will be subject to the Limits of Liability referenced in Item 5.b. of the Declarations. The Limit of Liability is in addition to the Limits of Liability referenced in Item 3. of the Declarations.

c. Reimbursement for Loss of Income Coverage

We will pay reasonable expenses **you** incur to attend hearings, trials or depositions at **our** request or with **our** consent. Any payment made hereunder will not be subject to the deductible and will be subject to the Limits of Liability referenced in Item 5.c. of the Declarations. The Limit of Liability is in addition to the Limits of Liability referenced in Item 3. of the Declarations.

B. DEFENSE, SETTLEMENT & EXHAUSTION OF LIMITS (INCLUDED IN THE LIMIT OF LIABILITY)

The **named insured** may select defense counsel or consent to **our** choice of defense counsel, which consent shall not be unreasonably withheld. **You** may participate in and assist in the direction of any **claim**. **We** will investigate, defend and/or settle any **claim** made under this **policy**, even if the allegations are groundless, false or fraudulent. **We** are not obligated to defend any criminal investigation, criminal proceeding or prosecution against **you**. If a **claim** is not covered under this **policy**, **we** will have no duty to defend it.

If **we** are prevented by law or lack of expertise from defending or investigating a **claim** brought outside the United States, the **insured** under **our** supervision may arrange for the investigation, appointment of counsel and defense of such **claim**. Subject to the Limit of Liability and deductible, **we** will reimburse the **insured** for any reasonable and necessary **claim expenses** incurred that we would have paid if **we** had defended such **claim**.

Payment of **claim expenses** will reduce the amounts available to pay **damages**. **Our** duty to defend any **claim** or pay any amount as **damages** or **claim expenses** will cease when **our** Limit of Liability has been exhausted. Upon exhaustion of the Limit of Liability, **we** will tender control of the defense to the **named insured**. The **named insured** agrees to accept this tender of defense.

We will not settle a **claim** without the consent of the **named insured**, which will not be unreasonably withheld. If the **named insured** refuses to consent to a settlement **we** recommend that is acceptable to the claimant, then **our** liability for the **claim** will not exceed the amount for which the **claim** could have been settled, plus the **claim expenses** incurred up to the date of such refusal, or the applicable Limit of Liability, whichever is less. For the purpose of this section, settlement includes, but is not limited to, any resolution of a **claim** that would have occurred as a result of any court-ordered process which the **named insured** chose not to accept.

The **named insured** is responsible for any fees or costs charged by a lawyer defending **you** or any other expenses incurred without **our** written consent.

C. LIMIT OF LIABILITY, DEDUCTIBLE AND RISK MANAGEMENT BENEFITS

1. LIMIT OF LIABILITY

The Limit of Liability shown in the Declarations for each **claim** is the most **we** will pay for the sum of all **damages** and **claim expenses** arising out of a single **claim** or a series of **related claims**, regardless of the number of persons or entities insured under this **policy**, number of **claims** made or the number of persons or entities making **claims** during the **policy period** or during the **extended reporting period**, if any.

Related claims, whenever made, will be considered a single **claim** first made against **you** at the time that the earliest of the **related claims** was first made, whether prior to or during the **policy period**.

The Limit of Liability shown in the Declarations as the Aggregate Limit of Liability is the most **we** will pay for the sum of all **damages** and **claim expenses** for all **claims** under this **policy**.

All **claim expenses** will first be subtracted from the Limit of Liability, with the remainder, if any, being the amount available to pay for **damages** after **you** have paid the deductible.

2. DEDUCTIBLE

You will pay the deductible amount shown in the Declarations. **Our** obligation to pay **damages** and **claim expenses** is in excess of the applicable amount of the deductible. The deductible applies to each **claim** and to all **claim expenses** and **damages**; however, the first \$10,000 of **claim expenses** incurred during the **policy period** will not be applied to **your** deductible. Each of **you** is jointly and severally liable for these payments, regardless of **your** individual business arrangements. **You** must pay the deductible (i) when invoiced or, (ii) in the event that offers of judgment or settlement demands are made which **you** and **we** agree should be accepted, prior to the expiration of the time period for responding to such offers or demands.

3. AGGREGATE DEDUCTIBLE

The Aggregate Deductible amount will be shown in the Declarations if applicable and is the most **you** will pay for the sum of all **claim expenses** and **damages** for all **claims** first made during the **policy period**.

4. REIMBURSEMENT

You will be liable for amounts **we** have paid in settlement of **claims** or satisfaction of judgments in excess of the Limit of Liability. In the event that **we** voluntarily choose or are compelled by a court of law to make any payment for **claim expenses** or **damages** and request reimbursement from **you**, the reimbursement is payable immediately upon written demand but no later than thirty (30) days after written demand.

In the event that **we** voluntarily choose or are compelled by a court of law to make any payment for the deductible and request reimbursement from **you**, the reimbursement is payable no later than thirty (30) days after written demand.

5. RISK MANAGEMENT BENEFITS

- a.** If **you** and **we** agree to use **mediation** to resolve any **claim** brought against **you** and if the **claim** is resolved by **mediation** within one hundred twenty (120) days after **you** receive the suit or demand, **your** deductible obligation for that **claim** will be reduced by 100%. The maximum amount of any reduction is \$25,000.
- b.** If **you** and **we** agree to use arbitration to resolve any **claim** brought against **you** and if the **claim** is resolved by arbitration within one hundred twenty (120) days after **you** receive the suit or demand, **your** deductible obligation for that **claim** will be reduced by 50%. The maximum amount of any such

reduction is \$50,000.

- c. If a **claim** arises from **professional services** that are the subject of an **engagement letter**, then **your** deductible obligation for that **claim** will be reduced by 50%. The maximum amount of any reduction is \$10,000.

6. POST-JUDGMENT INTEREST

We will pay, with respect to any monetary judgment, award or settlement against **you**, all post-judgment interest that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Liability. Payments of post-judgment interest will not reduce the Limit of Liability.

7. TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

If **we** conclude that, based on **claims** which have been reported to **us** and to which this **policy** may apply, the Aggregate Limit of Liability or each **claim** Limit of Liability is likely to be used up in the payment of judgments, settlements or **claims expenses**, **we** will notify the **named insured** in writing, to that effect.

When a Limit of Liability as described above has actually been used up in the payment of judgments, settlements or **claim expenses we** will:

- a. Notify the **named insured**, in writing, as soon as practicable, that such a limit has actually been used up; and **our** duty to defend suits seeking **damages** subject to that limit has also ended; and
- b. Initiate, and cooperate in, the transfer of control, to any appropriate **insured**, of all **claims** and suits seeking **damages** which are subject to that limit and which are reported to **us** before that limit is used up. That **insured** must cooperate in the transfer of control of said **claims** and suits seeking **damages** which are subject to that limit and which are reported to **us** before that limit is used up. That **insured** must cooperate in the transfer of control of said **claims** and suits. **We** agree to take such steps, as **we** deem appropriate, to avoid a default in, or continue the defense of, such suits until such transfer is completed, provided the appropriate **insured** is cooperating in completing such transfer. **We** will take no action whatsoever with respect to any **claim** or suit seeking **damages** that would have been subject to that limit, had it not been used up, if the **claim** or suit is reported to **us** after that Limit of Liability has been used up.

The **named insured**, and any other **insured** involved in a **claim** or suit seeking **damages** subject to that limit, must arrange for the defense of such **claim** or suit within such time period as agreed to between the appropriate **insured** and **us**. Absent any such agreement, arrangements for the defense of such **claim** or suit must be made as soon as practicable.

The **named insured** will reimburse **us** for expenses **we** incur in taking those steps **we** deem appropriate in accordance with paragraph **b.** above.

The duty of the **named insured** to reimburse **us** will begin on the date on which the applicable Limit of Liability is used up, if **we** sent notice as listed in the first paragraph; or the date on which **we** sent notice in accordance with paragraph **a.** above if **we** did not send notice in accordance with the first paragraph.

The exhaustion of any Limit of Liability by the payments of judgments, settlements or **claim expenses**, and the resulting end of **our** duty to defend, will not be affected by **our** failure to comply with any of the provisions of this Section.

D. DEFINITIONS

Claim means:

1. A demand or suit for money or services **you** receive, including any arbitration or mediation proceedings to which **you** are required to submit or to which **you** have submitted with **our** consent;
2. When **you** first receive oral or written information or have knowledge of specific circumstances involving a particular person or entity which could reasonably be expected to result in a demand or suit for money or services, including but not limited to when **you** first receive a subpoena for documents or testimony, or an oral or written request to notify **us** of a **potential claim**; or
3. When **you** first receive oral or written notification of any **regulatory proceeding**.

Claim expenses means all expenses **we** incur or authorize in writing for the investigation, adjustment, defense or appeal of a **claim**. These expenses include fees charged by a lawyer, mediator or arbitrator with **our** consent for which **you** are obligated. **Claim expenses** also means premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **company** to apply for or furnish any such bond. **Claim expenses** does not include salaries, wages, fees, overhead or benefit expenses

associated with **our** employees, or with any **insured** or **insured's** employees.

Company means the insurance company that issued this **policy**, as shown on the Declarations or referred to herein as **we**, **us**, or **our**.

Computer systems means computers and associated input and output devices, data storage devices, networking equipment, backup facilities, and internet sites operated by and either owned by or leased by any third party for whom **you** provide **professional services**.

Crisis event means:

1. **Wrongful act**;
2. Potential dissolution of the **named insured**;
3. Death, serious illness or departure of a principal, partner, owner, director, executive officer, risk manager or in-house general counsel of the **named insured**;
4. Incident of workplace violence; or
5. Other event (with agreement by **us**)

that the **named insured** reasonably believes will have a material adverse effect upon the reputation of the **named insured**.

Damages means monetary judgments, awards or settlements unless otherwise excluded. **Damages** includes pre-judgment interest.

Damages does not include punitive and exemplary damages, or the multiple portions thereof.

Damages does not include any fines, or the costs or expenses in complying with any demand for or award of **equitable relief**, even if such compliance is compelled as a result of a judgment, award or settlement.

Damages does not include any costs or expenses relating to **your**:

1. Return, restitution or reduction of professional fees;
2. Fees owed from third parties;
3. Fees to third parties; or
4. Correcting, re-performing or completing any **professional services**.

Discrimination means your alleged refusal to provide **professional services** due to discrimination based on age, race, gender, creed, color, religion, national origin, disability, marital status or sexual preference.

Employment practices means any actual or alleged:

1. Wrongful termination of the employment of, or demotion of, or failure or refusal to hire or promote any person in violation of law or in breach of any agreement to commence or continue employment;
2. Unlawful employment **discrimination**;
3. Sexual harassment of an employee or applicant for employment; or
4. Retaliatory treatment against an employee on account of that employee's exercise or attempted exercise of his or her rights under law.

Employment practices does not include any labor or grievance arbitration, or other proceeding pursuant to a collective bargaining agreement, unemployment or wage/hour violation.

Engagement letter means a written description of the scope of the **professional services** to be provided by **you** and the anticipated remuneration therefor, and executed by **you** and the client within one calendar year prior to the provision of such **professional services**.

Equitable relief means a remedy not involving the payment of monetary **damages**.

Extended reporting period means an additional period of time for reporting **claim(s)**. The **extended reporting period** starts on the **policy termination date** and ends at the **extended reporting period** expiration date.

Insured means:

1. The **named insured** or any **predecessor firm**; or
2. Any individual, who was, is or becomes a partner, officer, director, stockholder-employee, associate, manager, member or employee of the **named insured** during the **policy period** shown in the Declarations solely while acting in a professional capacity on behalf of the **named insured** or a

predecessor firm; or

3. Any independent contractor of the **named insured** or a **predecessor firm** solely while acting on behalf of the **named insured** or a **predecessor firm**; or
4. The **named insured's** heirs, assigns, spouse, or legal representatives in the event of the **named insured's** death, incapacity or bankruptcy to the extent that the **named insured** would have been covered.

Investment adviser means an **insured** who provides financial, economic or investment advice, including personal financial planning and investment management services.

Loss means **claim expenses**, **damages** and **regulatory proceeding expenses** and does not include **equitable relief**.

Malicious code means any virus, trojan horse, worm or similar software program, code or script intentionally designed to insert itself into computer memory.

Material change means:

1. Any mergers, acquisitions, spin-offs, dissolutions or splits involving the **named insured**; or
2. Financial impairment of the **named insured**, including but not limited to the appointment of a receiver, conservator, liquidator, or trustee for the **named insured**, or if under the bankruptcy laws, the **named insured** has become a debtor in possession.

Mediation means the non-binding intervention of a qualified neutral third party to resolve disputes between **you** and the other party(ies) to a **claim** who is chosen by **you** and the other party(ies) to a **claim** with agreement by **us**.

Named insured means the individual, entity, partnership, or corporation designated as such on the Declarations.

Network security breach means the failure to prevent the unintentional introduction or transmission of a computer virus or any other **malicious code** to a third party computer, **computer system**, or network causing harm or damage to a computer, **computer system** or network.

Personal fiduciary is an executor, administrator or representative of an estate or a trustee of a **personal trust**.

Personal injury means:

1. False arrest, detention or imprisonment;
 2. Wrongful entry, eviction or other invasion of private occupancy;
 3. Malicious prosecution;
 4. Abuse of process;
 5. The publication or utterance of libel, slander or other defamatory or disparaging material; or
 6. A publication in violation of a person's right of privacy; and
- arising out of a **wrongful act** in **your** rendering of or failure to render **professional services**.

Personal trust means an individual or family trust established for the sole benefit of the individual or family or a charitable remainder trust as defined under Internal Revenue Code Section 664.

Policy means this **policy** form, the Declarations, and any endorsement to this **Policy** issued by **us**, and **your** application, including all supplementary information and statements **you** have provided to **us**.

Policy period means the period from the effective date of the **policy** to the **policy termination date**.

Policy termination date means the expiration date of the **policy** as shown on the Declarations or the cancellation date of the **policy**, if applicable, whichever is earlier.

Potential claim means any **wrongful act** or any facts or other circumstances which may subsequently give rise to a **claim**.

Predecessor firm means any accounting firm or legal entity that was engaged in **professional services** and to whose financial assets and liabilities the **named insured** is the majority successor (more than 50%) in interest.

Privacy event means the unintended and unauthorized disclosure or use of non-public personal information, including identification information unavailable to the general public such as an individual's name, address, telephone number, social security number, account numbers, account balances and account

histories.

Professional services means the following, as long as such services are performed by **you** with the knowledge and consent of the **named insured**:

1. Accountant and Consultant services;
2. **Investment adviser** services;
3. Bookkeeper, enrolled agent and tax preparer services;
4. Service as a **personal fiduciary**;
5. Service as an arbitrator, mediator or notary public;
6. Service as a member of a formal accreditation, standards review or similar professional board or committee related only to the accounting profession; and
7. Pro bono services in any of the above capacities.

Regulatory proceeding means any formal administrative or regulatory proceeding by a regulatory or disciplinary official or agency to investigate or prosecute charges alleging professional misconduct or ethical violations in the performance of **your professional services**.

Regulatory proceeding expenses means all expenses **we** or, with **our** prior written consent, **you** incur in investigation, defense or appeal of any **regulatory proceeding**.

Related claims mean all **claims** arising out of a single or series of **wrongful acts** or arising out of **related wrongful acts** in the rendering of **professional services**.

Related wrongful acts means all **wrongful acts** in the rendering of **professional services** that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

Retroactive date refers to the date shown on the Declarations. **Wrongful acts** that occurred prior to the **retroactive date** are not covered by this **policy**.

Termination of coverage means whether made by **you** or **us** at any time:

1. Cancellation or nonrenewal of this **Policy**; or
2. Decrease in limits, reduction of coverage, increased deductible or self-insured retention, new exclusion, or any other change in coverage less favorable to **you**.

Totally and permanently disabled means that an **insured** is so disabled as to be wholly prevented from rendering **professional services** provided that such disability:

1. Has existed continuously for not less than six (6) months; and
2. Is reasonably expected to be continuous and permanent.

Wrongful act means any actual or alleged negligent act, error, omission, or misstatement committed in **your** rendering of or failure to render **professional services**.

E. EXCLUSIONS

This **policy** does not apply to **claim(s)**:

1. Based upon or arising out of, or relating directly or indirectly to:
 - a. Any **insured** committing any intentional, dishonest, criminal, malicious or fraudulent act or omission;
 - b. Any **insured** gaining any profit, remuneration or advantage to which such **insured** was not legally entitled;
 - c. **Personal injury**, however, **we** will provide for the defense of **claims** alleging **personal injury** arising out of **your** performance of **professional services**.
However, **we** shall provide the **insured** with a defense of such **claim(s)** until a final adjudication establishes **a.**, **b.**, or **c.** above.
 - d. Any breach of responsibility, or obligation, or alleging activities **you** performed in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon trustees, administrators or fiduciaries by the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, or similar statutory or common law of the United States of America or any state or jurisdiction therein. However, this exclusion does not apply if **you** are deemed to be a fiduciary solely as a result of **professional services** provided by **you** to such plan; or

Any breach by a trustee of any investment fund established for the benefit of any entity or group of unrelated individuals. However, this exclusion does not apply to **you** in your capacity as a trustee of a **personal trust**;

- e. **Professional services** rendered by you as an executor, administrator or personal representative of an estate or as a trustee if you or your spouse are a beneficiary or distributee of said estate of trust;
 - f. The development of computer hardware or software for others;
 - g. Any liability **you** assume under any contract or agreement; however, this exclusion does not apply to liability **you** would have in the absence of such contract or agreement;
 - h. Any **insured's** conversion, commingling, defalcation, misappropriation, or other intentional misuse or illegal use of funds, monies or property;
 - i. **Your** capacity as a broker or dealer in securities, as those terms are defined in Sections 3(a)(4) and 3(a)(5), respectively, of the Securities Exchange Act of 1934;
 - j. Any anti-trust law violation or any agreement or conspiracy to restrain trade unless the allegations arise solely from **your** performance of **professional services** as a member of a formal accreditation, standards review or similar professional board or committee, related only to accountancy, and such services are within the scope of that committee's or board's established guidelines.
2. Arising out of a **claim** by any **insured** under this **policy** against any other **insured** under this **policy** unless the **claim** arises from **professional services** rendered by one **insured** to another **insured** as a client.
3. Arising out of or made by any entity not named in the Declarations in which **you**:
- a. Hold an interest of more than 10%, as a partner, member, principal or stockholder; or
 - b. Are an employee; or
 - c. Directly control, operate or manage.
- This exclusion will not apply to any **claim** by a non-profit entity for which **you** are a director, officer or trustee.
4. Arising out of or based upon:
- a. Any **employment practices** or any **discrimination** on any basis, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy, or any other basis prohibited by law; or
 - b. **Your** sexual contact or conduct or the threat of sexual contact or conduct.

F. EXTENDED REPORTING PERIOD

1. AUTOMATIC EXTENDED REPORTING PERIOD

You will be entitled to an automatic **extended reporting period** for no additional premium. The **professional services** rendered must have occurred after the applicable **retroactive date** and prior to the end of the **policy period**, and the **claim** must be reported to **us** in writing during the sixty (60) days immediately following the **policy termination date**. If there is another **policy** in force that would cover any **claims** reported under this automatic **extended reporting period**, then this coverage will apply as excess over other valid and collectible insurance. The Aggregate Limit of Liability will be at least equal to the amount of coverage remaining in the **policy's** Aggregate Limit of Liability.

2. OPTIONAL EXTENDED REPORTING PERIOD

Upon **termination of coverage**, **we** will provide an optional **extended reporting period** as described below.

- a. **You** will have the right, upon payment of an additional premium, to an extension of the reporting period for any **claim** first made against an **insured** after the **policy termination date**, but only with respect to **wrongful acts** committed after the applicable **retroactive date** and prior to the **policy termination date** and otherwise covered by this **policy**. Such period will be referred to as the optional **extended reporting period**. The optional **extended reporting period** extends the period of time upon **termination of coverage** for the reporting of claims to **us**. If the optional **extended reporting period** is purchased, then the automatic **extended reporting period**, as described in Paragraph 1. above, does not apply.
- b. Within thirty (30) days after **termination of coverage**, **we** will provide written notice of the automatic

extended reporting period, and the availability of, the premium for, and the importance of purchasing the optional **extended reporting period** coverage.

- c. **You** will have the greater of sixty (60) days from the effective date of the **termination of coverage** or thirty (30) days from the date of mailing or delivery of the advice of the availability to purchase optional **extended reporting period** coverage and to submit written acceptance of the optional **extended reporting period** coverage. The premium for the optional **extended reporting period** coverage must be paid promptly when due. If **we** do not receive **your** acceptance within this time period, **your** right to purchase the optional **extended reporting period** shall end.
- d. If similar insurance is in force covering any **claims** first made during this optional **extended reporting period**, coverage provided by this **policy** shall be excess over any other valid and collectible insurance.
- e. The premium for an optional **extended reporting period** will be based on **our** rates and rules in effect on the date this **policy** was issued or last renewed. All premiums paid for an optional **extended reporting period** shall be deemed fully earned as of the first day of the optional **extended reporting period**. The optional **extended reporting period** may not be canceled.
- f. The optional **extended reporting period** does not extend the **policy period**, increase the Limit of Liability as stated in the Declarations, or reinstate limits exhausted by payment of **claims**, except as follows:
 - 1) If **we** insured **you** continuously for thirty six (36) months or more, then the Aggregate Limit of Liability for the optional **extended reporting period** will be not less than 100% of the Aggregate Limit stated in the Declarations for this **policy**.
 - 2) If **we** insured **you** continuously for less than thirty six (36) months, then the Aggregate Limit of Liability for the optional **extended reporting period** will be the greater of either the amount remaining in the Aggregate Limit; or 50% of the Aggregate Limit, as stated in the Declarations.

When **termination of coverage** is due only to a decrease in the **policy's** annual Aggregate Limit of Liability, the Aggregate Limit of Liability for the **extended reporting period** coverage will be equal to the amount of coverage remaining in the policy's Aggregate Limit of Liability.

- g. To be eligible for the optional **extended reporting period** **you** must pay any premium and deductible amounts owed. If **you** have been insured with **us** for less than one year, this section shall not apply upon cancellation for non-payment of premium or fraud.
- h. A person employed or otherwise affiliated with the **named insured** and covered by this **policy** during such affiliation, will continue to be covered under this **policy** and any **extended reporting period** after such affiliation has ceased for such person's covered acts or omissions during such affiliation.
- i. If this **policy** is issued to a corporation, partnership or other entity, **we** shall provide **extended reporting period** coverage upon **termination of coverage** to any person covered under the **policy**, if:
 - 1) Such entity has been placed in liquidation or bankruptcy or permanently ceases operations;
 - 2) The entity or its designated trustee does not purchase **extended reporting period** coverage; and
 - 3) Such person requests the **extended reporting period** coverage in writing within one-hundred twenty (120) days of the **termination of coverage**.

We shall have no obligation to provide any notice to any such person of the availability of the **extended reporting period** coverage. **We** may charge the person for whom **extended reporting period** coverage is provided, a premium commensurate with such coverage.

3. DEATH OR DISABILITY EXTENDED REPORTING PERIOD

If **you** die or become **totally and permanently disabled**, have been continuously insured with **us** for the immediately preceding three (3) years, do not have any other available insurance coverage and meet **our** eligibility requirements, **we** will issue an **extended reporting period** endorsement of unlimited duration without cost to **you**.

4. RETIREMENT EXTENDED REPORTING PERIOD

If **you** have retired completely from the accounting profession, been continuously insured with **us** under an Accountants Professional Liability insurance policy for the immediately preceding three (3) years, and have reached the age of 55, **we** will issue an **extended reporting period** endorsement of unlimited duration without cost to **you**.

G. DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S)

1. NOTICE OF CLAIM OR REGULATORY PROCEEDING

- a. If **you** receive notice of a **claim** or **regulatory proceeding**, **you** and any other involved **insured(s)** must provide to **us** or **our** authorized agent, written notice of the **claim** or **regulatory proceeding**, with full details including the date received, the claimant's name and address, the dates and nature of retention, and the alleged **wrongful act** as soon as practicable, during the **policy period** or any **extended reporting period**.
- b. **You** and any other involved **insured** must:
 - 1) Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **regulatory proceeding**;
 - 2) Authorize **us** to obtain records and other information;
 - 3) Cooperate with **us** in the investigation, defense or settlement of the **claim** or **regulatory proceeding**;
 - 4) Cooperate with **us** in the investigation of coverage for the **claim** or **regulatory proceeding**; and
 - 5) Assist **us**, upon **our** request, in the enforcement of any right against any person or entity which may be liable to **you** because of **damages** to which this insurance may apply.
- c. Notice of a **claim** by **you** or on **your** behalf or written notice by or on behalf of the injured person or any other claimant to any of **our** authorized agents, with particulars sufficient to identify **you**, will be deemed to be notice to **us**.
- d. No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, agree to a settlement or incur any expense related to a **claim** or **regulatory proceeding** without **our** consent.

2. NOTICE OF POTENTIAL CLAIM OR REGULATORY PROCEEDING

- a. If, during the **policy period**, **you** become aware of a **wrongful act** or any facts or other circumstance that occurred on or after the **retroactive date** but prior to the end of the **policy period** which may reasonably be expected to subsequently give rise to a **claim** or **regulatory proceeding** against **you**, **you** may give **us** or **our** authorized agent written notice as soon as practicable of the **potential claim** or **regulatory proceeding**, but in any event not later than the end of the **policy period** or any **extended reporting period**, if applicable. To the extent possible, notice should include:
 - 1) The date upon which **you** became aware of the **wrongful act**, and the circumstances of such awareness;
 - 2) Where the **wrongful act** took place and any facts or circumstances concerning the **wrongful act**; and
 - 3) The names and addresses of any persons and entities involved.
- b. Any **claim** or **regulatory proceeding** arising out of the **wrongful act**, facts or circumstance which is subsequently made against **you** will be deemed to have been first made at the time **we** received such written notice of the **potential claim** or **regulatory proceeding** from **you**, if **we** receive proper notice of the **potential claim** or **regulatory proceeding** according to Paragraph **a.** above.

3. NOTICE OF CRISIS EVENT OR PRIVACY EVENT OR POTENTIAL CRISIS EVENT OR PRIVACY EVENT

- a. If, during the **policy period**, **you** become aware of an actual or potential **crisis event** or **privacy event** or receive notice of a **crisis event** or **privacy event**, **you** and any other involved **insured(s)** must provide to **us** written notice of the actual or potential **crisis event** or **privacy event**, as soon as practicable, but in no event later than the end of the **policy period** or any **extended reporting period**, if applicable.
- b. No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, agree to a settlement or incur any expense related to a **crisis event** or **privacy event** without **our** consent.

4. FAILURE TO GIVE NOTICE

Failure to give notice to **us** in the time prescribed will not invalidate any **claim** made by **you**, an injured person, or any other claimant, unless the failure to provide such timely notice has prejudiced **us**. However, no **claim** made by **you**, an injured person, or any other claimant will be invalidated if it shall be

shown not to have been reasonably possible to give such timely notice and that notice was given as soon as reasonably possible thereafter.

H. CONDITIONS

1. CANCELLATION AND NON RENEWAL

a. We may cancel this **policy**:

- 1) If the **policy** is not a renewal and has been in effect for less than sixty (60) days, by mailing to the **named insured** and the agent of record at their last known addresses at least twenty (20) days written notice of cancellation stating the actual reason(s) for cancellation or fifteen (15) days written notice for any reason listed in 2) a) through h) below;
- 2) If the **policy** has been in effect for 60 days or more, by mailing to the **named insured** and the agent of record at their last known addresses at least fifteen (15) days written notice stating the actual reason(s) for cancellation for only one or more of the following reasons:
 - a) Nonpayment of premium, which notice will clearly state the amount due;
 - b) Conviction of a crime arising out of acts increasing the hazard insured against;
 - c) Discovery of fraud or material misrepresentation in the obtaining of the **policy** or in the presentation of a **claim** thereunder;
 - d) Discovery of an act or omission or a violation of any **policy** condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current **policy period**;
 - e) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the **policy**, which causes the risk of **loss** to be substantially and materially increased beyond that contemplated at the time the **policy** was issued or last renewed;
 - f) Determination by the Superintendent of Insurance that continuation of **our** present premium volume would jeopardize **our** solvency or be hazardous to the interests of **our** policyholders, creditors or the public;
 - g) Determination by the Superintendent of Insurance that the continuation of the **policy** would violate, or would place **us** in violation of any provision of the New York insurance laws; or
 - h) Revocation or suspension of the **insured's** license to practice;

The unearned portion of the premium the **named insured** paid **us** will be calculated on a pro rata basis and paid to the **named insured**.

- b. The **named insured** may cancel this **policy** at any time for itself and all other **insureds** by written notice to **us** or any of **our** authorized agents stating when thereafter the cancellation will be effective. If this **policy** is cancelled, **we** will retain the customary short rate proportion of the premium and refund any excess to the **named insured**.
- c. If **we** decide not to renew this **Policy**, **we** will send written notice stating the reason(s) for nonrenewal to the **named insured** at the last address known to **us** and to the agent of record at least sixty (60) days but not more than one hundred twenty (120) days before the expiration date. The notice will contain the date of the notice and the **policy** number, and will state the expiration date of the **policy**. Changes in the terms available on renewal will not be considered a nonrenewal of this **policy**. The mailing by certified mail will be sufficient proof of notice.

If the notice of nonrenewal is mailed in less than the time required but prior to the **policy** expiration date, the coverage will remain in effect at the same terms and conditions of the expiring **policy** and at the lower of the current rates or the prior period's rates until sixty (60) days after such notice has been mailed or delivered, unless **you** have replaced the coverage or elect to cancel, in which event such cancellation shall be on a pro rata premium basis.

The Aggregate Limit of Liability of the expiring **policy** will be increased in proportion to the **policy** extension resulting from a late notice.

If the notice of nonrenewal is mailed on or after the **policy** expiration date, coverage will remain in effect at the same terms and conditions of the expiring **policy** for another **policy period**, and at the lower of the current rates or the prior period's rates unless the **named insured** during the additional required **policy period** has replaced the coverage or elects to cancel, in which event such

cancellation shall be on a pro rata premium basis.

- d. **We** will send a written notice of conditional renewal indicating our intention to condition the renewal on a change of limits, type of coverage, reduction of coverage, increased deductible or addition of exclusion, or an increase in premiums in excess of 10% (exclusive of any premium increase as a result of increased exposure units). **We** will provide written notice at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the **policy** to the **named insured** at the last address known to **us** and to the agent of record.

If **we** cannot determine whether **we** will renew or conditionally renew this **policy**, **we** will send an alternative notice to the **named insured** at the last address known to **us** and to the agent of record. The alternative notice will advise the **named insured** that as soon as possible **we** will send a second notice to the **named insured** indicating **our** intention and that the coverage under this **policy** will continue on the same terms, conditions and rates as the expiring **policy** until the later of the expiration date or sixty (60) days after the second notice is sent. Such alternative notice will also state the availability of **loss** information which **we** will furnish within twenty (20) days of **our** receipt of such written request.

The Aggregate Limit of Liability of the expiring **policy** will be increased in proportion to the **policy** extension resulting from a late notice.

If the **named insured** elects to renew on the basis of the renewal notice, then terms, conditions and rates shall govern the **policy** upon expiration of such sixty (60) day period unless such notice was provided at least thirty (30) days prior to the expiration date of the **policy**, in which event the terms, conditions, and rates set forth in the renewal notice shall apply as of the renewal date.

If notice of nonrenewal, conditional renewal or alternative renewal is mailed, proof of mailing will be sufficient proof of notice.

- e. **We** will not amend the **retroactive date(s)** during a period of continuous coverage.

f. Loss Information

Upon written request of the **named Insured** or its agent of record, **we** will mail or deliver the following **loss** information covering a period of years specified by the New York State Superintendent of Insurance by regulation or the period of time coverage has been provided by **us**, whichever is less, within ten (10) days of such request:

- 1) Information on closed **claims**, including date and description of occurrence and amounts of any payments;
- 2) Information on open **claims**, including date and description of occurrence and amounts of any payment; and
- 3) Information on notice of any occurrences, including date and description of occurrence.

2. REPRESENTATIONS AND APPLICATION

By accepting this **policy** **you** agree that:

- a. All of the statements provided to the **company** by **you** are true, accurate and complete and will be deemed to constitute representations by you;
- b. The representations made in **your** application are the basis of this **policy** and are to be considered as incorporated into and constituting a part of this **policy**;
- c. **We** have issued this **policy** in reliance upon the truth, accuracy and completeness of such representations;
- d. The application will be interpreted as a separate application for coverage by each **insured**. No statement in the application, fact pertaining to or knowledge possessed by any **insured** will be imputed to any other **insured** for the purpose of determining if coverage is available;
- e. Statements in the application, facts pertaining to or knowledge possessed by the individual signing the application will be imputed to the **named insured**; and
- f. This **policy** consists of the Declarations, the **policy** form, all endorsements attached to the **policy**, the completed and signed application and all supplementary information and statements **you** have provided to **us**.

3. LEGAL ACTION AGAINST US

No person or entity has a right under this **policy**:

- a. To join **us** as a party or otherwise bring **us** into a suit asking for **damages** from an **insured**; or
- b. To sue **us** on this **policy** unless all of its terms have been fully complied with.

In case judgment against **you** or **your** personal representative in an action brought by an injured person or his or her personal representative for injury sustained or **loss** or **damage** occasioned during the life of this **policy** remains unsatisfied at the expiration of thirty (30) days from the serving of notice of entry of judgment upon **you**, **your** attorney, or **us**, then an action may, except during a stay or limited stay of execution against **you** on said judgment, be maintained by the injured person or his or her personal representative against **us** under and subject to the terms of the **policy** for the amount of the judgment not exceeding the amount of the applicable limit of coverage under this **policy**.

If **we** deny coverage based on the failure to provide timely notice, the injured person or other claimant may maintain an action directly against **us** in which the sole question is **our** denial based on the failure to provide timely notice, unless within sixty (60) days following such denial, **we** or **you**:

- c. Initiate an action to declare the rights of the parties under this insurance **policy**; and
- d. Name the injured person or other claimant as a party to the action.

4. MATERIAL CHANGE

If during the **policy period** a **material change** occurs, **you** will notify **us** of the **material change** as soon as practicable, but not later than thirty (30) days after the effective date of the **material change**, and provide such additional information as **we** require. **We** will have the right to amend the terms and conditions of this **policy** according to **our** existing approved rates, rules and rating plans.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If **you** have rights to recover all or part of any payment **we** have made under this **policy**, these rights are transferred to **us**. **You** must do nothing after a **loss** to impair **our** rights to seek or obtain recovery from others. At **our** request, **you** will sue those responsible or transfer those rights to **us** and help **us** enforce them. In the event of any payment under this **policy**, **we** will be subrogated to the extent of such payment to all of **your** rights of recovery. **You** will execute and deliver such instruments and papers and do whatever else is necessary to secure such rights and will do nothing to prejudice or compromise such rights without **our** express written consent.

6. ASSIGNMENT

No change in, modification of or assignment of interest in this **policy** will be effective except when made by a written endorsement to the **policy**.

7. SOLE AGENT FOR THE INSURED

By accepting this **policy**, **you** agree that only the **named insured** is authorized to act as the sole agent on behalf of all **insureds** with respect to the following: effecting or accepting notices under this **policy**, and amendments to or cancellations of this **policy**, completing of any application, making of statements representation and warranties, consenting to settlement or releasing rights under this **policy**, payment of premiums, receiving return premiums, requesting any optional **extended reporting period** and agreeing to any changes in this insurance **policy**. Each **insured** agrees that the **named insured** will act on its or their behalf with respect to such matters.

8. COVERAGE TERRITORY AND VALUATION

- a. This **policy** applies anywhere in the world.
- b. All premiums, limits, deductibles, **loss** and other amounts are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or another element of **loss** under this **policy** is stated in a currency other than the United States of America dollars, payment under this **policy** will be made in United States of America dollar equivalent determined by the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final, the amount of the settlement is agreed upon or any element of **loss** is due, respectively.

9. OTHER INSURANCE

- a. If other valid and collectible insurance is available to **you** for **loss** covered under this **policy**, the insurance provided by this **policy** will be excess over such other insurance, regardless of whether or not such insurance is primary, contributory, excess, contingent or otherwise.
- b. When this insurance is excess **we** have no duty to defend **you** against any **claim** if any other insurer

has a duty to defend **you** against the **claim**. If no other insurer defends **we** will undertake to do so but **we** will be entitled to **your** rights against those other insurers.

- c. When this insurance is excess over other insurance **we** will pay only **our** share of the amount of **loss**, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the **loss** in the absence of this insurance; and
- 2) The total of all deductibles, self-insurance and retentions under all that other insurance.

We will share the remaining **loss**, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limit of Liability shown on the Declarations of this **policy**.

10. TWO OR MORE POLICIES, COVERAGE PARTS, OR ENDORSEMENTS ISSUED BY US

It is **our** stated intention that this **policy** and any other **policy**, coverage part or endorsement issued by **us**, or by another member of the Hanover Insurance Group will not provide duplication or overlap of coverage for the same **claim**. If this **policy** and any other **policy** issued by **us**, or by another member of the Hanover Insurance Group, to **you**, apply to the same **claim**, then **we** will coordinate limits in proportion to the total limits available.

11. ALLOCATION

If **you** incur both **loss** covered by this **policy** and **loss** not covered by this **policy** on account of any **claim** because such **claim** includes both covered and non-covered matters, coverage with respect to such **claim** will apply as follows:

- a. 100 percent of **claim expenses** on account of the **claim** will be considered covered **loss**; and
- b. **We** will fairly allocate all remaining **loss** that **you** incurred on account of such **claim** between covered **loss** and non-covered **loss**.

12. SEPARATION OF INSURED

Except with respect to the Limit of Liability, deductible and any rights or obligations assigned to the **named insured**, this insurance applies:

- a. As if each **insured** were the only **insured**; and
- b. Separately to each **insured** against whom a **claim** is made.

13. CONFORMANCE TO LAW AND TRADE SANCTIONS

Coverage under this **policy** does not apply to the extent trade, economic sanction, insurance or other laws or regulations prohibit us from providing insurance.

The terms of this **policy** which are in conflict with the statutes of the state in which this **policy** is issued are amended to conform to those statutes.

14. SECTION TITLES

The titling of sections and paragraphs within this **policy** is for convenience only and will not be interpreted as a term or condition of this **policy**.

15. INNOCENT INSURED

In the event that coverage under this **policy** would be excluded, suspended or lost because any of **you** concealed a **claim** from **us**, **we** will cover any other of **you** who did not participate in, acquiesce in or fail to promptly notify **us** of this concealment, provided that **you** complied with all other **policy** provisions.

In the event that coverage under this **policy** would be excluded, suspended or lost because of a dishonest, criminal, malicious, or fraudulent act, error, or omission by one or more of **you** under Exclusions 1.a., 1.b. or 1.h., **we** will cover any other of **you** who did not participate in, acquiesce in or fail to take appropriate action when **you** discovered the conduct, provided that **you** complied with all other **policy** provisions.

We have the right to recover against any **insured** responsible for dishonest, criminal, malicious or fraudulent acts errors, omissions, or discrimination, or concealment, or any other illegal act, whether or not intentional, for any **claim expenses** or **damages** paid under this section.

16. POLICY DISPUTES

If there is a dispute between **you** and **us** in the interpretation, validity, construction or enforceability of this

policy, the dispute will be referred to non-binding mediation prior to the initiation of any legal proceeding. **We** both agree to meet with a qualified mediator in a good faith effort to negotiate a resolution of the dispute unless **we** and **you** both agree in writing to waive this provision. **We** and **you** agree to split the cost of the mediator equally. If **you** and **we** cannot agree on the specifics of the mediation, including but not limited to date, time, and/or mediator, the mediation process will instead follow the Commercial Mediation Procedures of the American Arbitration Association in effect at the inception of this **policy**. The mediation will continue until the dispute is resolved; or the mediator notifies **you** and **us** that it is unlikely that the dispute will be resolved through mediation; or any party elects to end the mediation.

You have thirty (30) days to accept **our** written invitation to participate in mediation. Refusal to participate in mediation, respond to a request to participate in mediation, or, after agreeing to participate, refusal to agree to terms of mediation, or to pay **your** share of mediation expenses will result in a waiver of this clause.

17. BANKRUPTCY

You or **your** estate's bankruptcy or insolvency does not relieve **us** of **our** obligations under this **policy**.

18. LIBERALIZATION

If **we** adopt any revisions to the terms and conditions of this **policy** form to provide more coverage without an additional premium charge during the **policy** term, the broadened coverage will immediately apply. However, the broadened terms and conditions will not apply to any **claims** that were first made against **you** prior to the effective date of the revision.

19. NOTICES

Any notices required to be given by an **insured** will be submitted in writing to the **company** or its authorized representative. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

NEW YORK CLAIMS EXPENSES IN ADDITION TO THE LIMIT OF LIABILITY WITH DAMAGES AND CLAIMS EXPENSES DEDUCTIBLE ENDORSEMENT

This endorsement removes the CLAIM EXPENSES Inside the Limits feature from the POLICY. When this endorsement is attached, CLAIM EXPENSES are in addition to the Limit of Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: FERRARO AMODIO & ASSOCIATES LLC

Policy Number: LHO D385382 00

Issued by The Hanover Insurance Company.

This endorsement, effective 12:01 A.M. 06/12/2018 modifies the following:

A. SECTION B – DEFENSE, SETTLEMENT & EXHAUSTION OF LIMITS (INCLUDED IN THE LIMIT OF LIABILITY) is replaced by the following:

DEFENSE, SETTLEMENT & EXHAUSTION OF LIMITS

We have the right to appoint counsel, and the exclusive right to defend any **claim** made under this **policy**, even if the allegations are groundless, false or fraudulent until there is a final adjudication against **you**.

If **we** are prevented by law or lack of expertise from defending or investigating a **claim** brought outside the United States, the **insured** under **our** supervision, may arrange for the investigation, appointment of counsel and defense of such **claim**. Subject to the Limit of Liability and deductible, **we** will reimburse the **insured** for any reasonable and necessary **claim expenses** incurred that **we** would have paid if **we** had defended such **claim**.

We are not obligated to defend any criminal investigation, criminal proceeding or prosecution against **you**. If a **claim** is not covered under this **policy**, **we** will have no duty to defend it.

Our duty to defend any **claim** or pay any amount as **damages** or **claim expenses** will cease when **our** Limit of Liability has been exhausted by payment of **damages**. Upon exhaustion of the Limit of Liability, **we** will tender control of the defense to the **named insured**. The **named insured** agrees to accept this tender of defense.

We may settle a **claim** without the consent of the **named insured**. For the purpose of this section, settlement includes, but is not limited to, any resolution of a claim that would have occurred as a result of any court-ordered process which the named insured chose not to accept.

The **named insured** is responsible for any fees or costs charged by a lawyer defending **you** or any other expenses incurred without **our** written consent.

B. SECTION C – LIMIT OF LIABILITY, DEDUCTIBLE AND RISK MANAGEMENT BENEFITS, Paragraphs 1. and 2. are replaced by the following:

1. LIMIT OF LIABILITY

The Limit of Liability shown in the Declarations for each **claim** is the most **we** will pay for the sum of all **damages** arising out of a single **claim** or a series of **related claims**, regardless of the number of persons or entities insured under this **policy**, number of claims made or the number of persons or entities making **claims** during the **policy period** or during the **extended reporting period**, if any.

Related claims, whenever made, will be considered a single **claim** first made against you at the time that the earliest of the **related claims** was first made, whether prior to or during the **policy period**.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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The Limit of Liability shown in the Declarations as the Aggregate Limit of Liability is the most **we** will pay for the sum of all **damages** for all **claims** under this **policy**.

Claim expenses are in addition to the Limit of Liability. Our payment of **claim expenses** made on account of any **claim** shall not reduce the Limit of Liability.

2. DEDUCTIBLE

You will pay the deductible amount shown in the Declarations. **Our** obligation to pay **damages** and **claims expenses** is in excess of the applicable amount of the deductible. The deductible applies to each **claim** and to all **claim expenses** and **damages**. Each of **you** is jointly and severally liable for these payments, regardless of **your** individual business arrangements. **You** must pay the deductible (i) when invoiced or, (ii) in the event that offers of judgment or settlement demands are made which **you** and **we** agree should be accepted, prior to the expiration of the time period for responding to such offers or demands.

All other terms and conditions remain unchanged.

NOTICE TO NEW YORK INSURED

Accountants Professional Liability Insurance Claims – Made

POLICYHOLDER NOTICE – ADDENDUM TO DECLARATIONS NEW YORK REGULATION 121

This notice is an addendum to the Declarations of the Accountants Professional Liability Insurance Claims-Made Coverage Form which describes some of the major features of the coverage. This notice shall be attached to and shall become part of the Accountants Professional Liability Insurance Claims-Made Coverage Form.

PLEASE READ THIS NOTICE AND YOUR POLICY CAREFULLY to determine your rights, duties and what is and what is not covered under your Accountants Professional Liability Insurance Claims-Made Coverage Form. Only the provisions of your Accountants Professional Liability Insurance Claims-Made Coverage Form determine the scope of your insurance protection. The following disclosure and notice requirements are being provided in accordance with New York Regulation 121:

1. **THIS COVERAGE IS WRITTEN ON A CLAIMS-MADE BASIS.** THE COVERAGE AFFORDED BY THIS ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE CLAIMS-MADE COVERAGE FORM IS LIMITED TO ONLY THOSE CLAIMS ACTUALLY MADE WHILE THE ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE CLAIMS-MADE COVERAGE FORM REMAINS IN EFFECT. THERE IS NO COVERAGE FOR WRONGFUL ACTS OCCURRING PRIOR TO THE RETROACTIVE DATE, IF ANY. ALL COVERAGE CEASES UPON TERMINATION OF THE ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE CLAIMS-MADE COVERAGE FORM, EXCEPT COVERAGE FOR CLAIMS REPORTED DURING THE AUTOMATIC EXTENDED REPORTING PERIOD OR DURING THE OPTIONAL EXTENDED REPORTING PERIOD, IF PURCHASED.
2. **THE CLAIMS-MADE RELATIONSHIP** – IN GENERAL, THE NATURE OF CLAIMS-MADE COVERAGE IS SUCH THAT DURING THE FIRST SEVERAL YEARS OF CONTINUING CLAIMS-MADE COVERAGE, CLAIMS-MADE PREMIUMS ARE COMPARATIVELY LOWER THAN OCCURRENCE COVERAGE PREMIUMS. AN INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY.
3. **EXTENDED REPORTING PERIODS:**

Automatic Extended Reporting Period

THE AUTOMATIC EXTENDED REPORTING PERIOD SHALL APPLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE 60 DAYS IMMEDIATELY FOLLOWING THE EFFECTIVE DATE OF TERMINATION OF COVERAGE. THE CLAIMS FIRST MADE MUST RESULT FROM WRONGFUL ACTS WHICH TOOK PLACE BEFORE TERMINATION OF COVERAGE.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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Optional Extended Reporting Period

THE OPTIONAL EXTENDED REPORTING PERIOD SHALL APPLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE OPTIONAL EXTENDED REPORTING PERIOD. THE CLAIMS FIRST MADE MUST RESULT FROM WRONGFUL ACTS WHICH TOOK PLACE BEFORE TERMINATION OF COVERAGE.

POTENTIAL COVERAGE GAPS MAY ARISE UPON EXPIRATION OF THE EXTENDED REPORTING PERIODS.

4. OPTIONAL EXTENDED REPORTING PERIOD PREMIUM CHARGES

THE PREMIUM CHARGED FOR THE OPTIONAL EXTENDED REPORTING PERIODS WILL BE BASED ON THE CURRENT POLICY'S PREMIUM IN THE EVENT THAT THE POLICY IS TERMINATED ON THE NEXT ANNIVERSARY DATE.

OPTIONAL EXTENDED REPORTING PERIOD	PERCENT OF ANNUAL PREMIUM
12 Months	95%
24 Months	150%
36 Months	175%
60 Months	200%
Unlimited	250%

THERE IS NO ADDITIONAL PREMIUM FOR THE AUTOMATIC EXTENDED REPORTING PERIOD.

THIS DISCLOSURE SUPPLEMENT GENERALLY DISCUSSES CERTAIN IMPORTANT FEATURES OF THE ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE CLAIMS-MADE COVERAGE FORM. PLEASE READ THE ENTIRE ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE CLAIMS-MADE COVERAGE FORM CAREFULLY AND DISCUSS IT WITH YOUR INSURANCE AGENT OR BROKER OR OTHER INSURANCE ADVISOR. THE PROVISIONS OF THE ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE CLAIMS-MADE COVERAGE FORM AND ANY APPLICABLE ENDORSEMENTS THERETO ARE CONTROLLING.

NEW YORK CPAONEPRO PLUS ENDORSEMENT (Claim Expense in Addition to the Limit of Liability)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: FERRARO AMODIO & ASSOCIATES
LLC

Policy Number: LHO D385382 00

Issued by The Hanover Insurance Company

This endorsement, effective 12:01 A.M. 06/12/2018 modifies the following:

A. The following is added to SECTION A – COVERAGE:

Third Party Discrimination Coverage

We will pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** and **claim expenses** because of any **claim** commenced against **you** during the **policy period**, arising out of **discrimination** based on vicarious liability or liability based on disparate impact, solely while acting on behalf of the **named insured** or **predecessor firm**, after the applicable **retroactive date(s)**, provided that such **claim** is not otherwise excluded by this **policy**, subject to the following:

- a. The coverage provided under this section only applies to **you** if **you** are a partner, limited liability company member, officer, director, stockholder or employee of the **named insured** at the time you report the **claim**;
- b. Any payment made hereunder will not be subject to the deductible and is subject to the Limit of Liability referenced in Item 3. of the Declarations.

B. SECTION A – COVERAGE, Paragraph 5. is deleted and replaced by:

5. Pre-claim Assistance Coverage

- a. Until the date a **claim** is made, **we** will pay all costs or expenses **we** incur at **our** sole discretion as a result of investigating a **potential claim** that **you** report to **us**.
- b. Pre-claim Assistance is subject to the following:
 - 1) **You** must provide a written request for assistance;
 - 2) The Pre-claim Assistance matter must not have already been reported as a **claim**, or **related claim**, to **us** or any other insurer;
 - 3) The Pre-claim Assistance matter must arise from a **wrongful act** that first occurred on or after the applicable **retroactive date(s)** and before the end of the **policy period**;
 - 4) Pre-claim Assistance ends when a **claim**, which arises out of the matter for which the Pre-claim Assistance is provided, is made; and
 - 5) The manner in which Pre-claim Assistance is provided, and its extent, is determined by **us** in our sole discretion.
- c. Any payment made hereunder will not be subject to the deductible and is in addition to the Limits of Liability referenced in Item 3. of the Declarations.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

CLASS CODE: 2-14002 ACCOUNTANTS

C. SECTION A.7.c. under SUPPLEMENTAL COVERAGES is deleted and replaced by:

c. Reimbursement for Loss of Income Coverage

Subject to a limit of \$1,250 each day, **we** will pay actual loss of earnings and reasonable expenses **you** incur to attend hearings, trials or arbitration proceedings at **our** request. Any payment made hereunder will not be subject to the deductible and will be subject to the Limits of Liability referenced in Item 5.c. of the Declarations. The Limit of Liability is in addition to the Limits of Liability referenced in Item 3. of the Declarations.

D. SECTION C – LIMIT OF LIABILITY, DEDUCTIBLE AND RISK MANAGEMENT BENEFITS, Paragraphs 1., 2. and 5. are deleted and replaced by:

1. LIMIT OF LIABILITY

- a. The Limit of Liability shown in the Declarations for each **claim** is the most **we** will pay for the sum of all **damages** arising out of a single **claim** or a series of **related claims**, regardless of the number of persons or entities insured under this **policy**, number of **claims** made or the number of persons or entities making **claims** during the **policy period** or during the **extended reporting period**, if any.

Related claims, whenever made, will be considered a single **claim** first made against you at the time that the earliest of the **related claims** was first made, whether prior to or during the **policy period**.

The Limit of Liability shown in the Declarations as the Aggregate Limit of Liability is the most **we** will pay for the sum of all **damages** for all **claims** under this **policy**.

Claim expenses are in addition to the Limit of Liability. If the Limit of Liability shown in the Declarations for each **claim** and in the Aggregate are exhausted, an additional limit equal to 10% of the each **claim** limit shown in the Declarations (or \$250,000, whichever is less) will be available to reimburse **you** for additional **claim expense you** incur, with **our** written consent, defending any unresolved **claims**.

2. DEDUCTIBLE

You will pay the deductible amount shown in the Declarations. **Our** obligation to pay **damages** and **claims expenses** is in excess of the applicable amount of the deductible. The deductible applies to each **claim** and to all **claim expenses** and **damages**. Each of **you** is jointly and severally liable for these payments, regardless of **your** individual business arrangements. **You** must pay the deductible (i) when invoiced or, (ii) in the event that offers of judgment or settlement demands are made which **you** and **we** agree should be accepted, prior to the expiration of the time period for responding to such offers or demands.

5. RISK MANAGEMENT BENEFITS

- a. If **you** and **we** agree to use **mediation** or arbitration to resolve any **claim** brought against **you**, and if the **claim** is resolved by **mediation** or arbitration, without litigation, **your** deductible obligation for that **claim** will be reduced by 100% to a maximum amount of \$30,000. If **your** deductible exceeds \$30,000, **we** will reduce any additional deductible obligation by 50%, not to exceed \$20,000.
- b. If a **claim** arises from **professional services**, other than audit or review, that are the subject of an **engagement letter**, then **your** deductible obligation for that **claim** will be reduced by 50%. The maximum amount of any reduction is \$25,000 for each **claim**, not to exceed \$50,000 for all **claims** in the Aggregate.
- c. **Your** deductible obligation will be reduced by 10%, subject to a maximum reduction of 50%, each consecutive twelve (12) month policy period in which **you** do not have a **claim**. After a **claim** is made, the reduction resets to zero (0).

E. The following is added to SECTION D – DEFINITIONS:

Connected firm means any person(s) or entities with which **you** have entered into a professional relationship, contract or agreement to perform **professional services** at **your** direction or on **your** behalf.

Insured also means:

1. **Subsidiary**;
2. **Connected firm**, solely for liability arising from any **wrongful act** arising from **professional services** rendered on **your** behalf;

3. Association, Affiliation or Networking Group, solely for liability arising from any **wrongful act** arising from **professional services** rendered on **your** behalf; or
4. **Your** lawful spouse, solely for liability arising from any **wrongful act** of an **insured** committed without the participation of such spouse.

Professional services includes services performed by **you** as a **trustee** for any **trust**, but solely when such services are performed on behalf of the **named insured**. **Professional services** does not include **trustee** services or **trusts** where you or your spouse is a beneficiary or a distributee of the **trust**, unless specifically endorsed to the **policy**. This **policy** shall be excess over, and shall not contribute with, any Trust Agreement Indemnification, or other insurance, unless such other insurance is specifically written to be excess of this **policy**.

Professional services also means services performed by **you** as an attorney, provided the details of the services are disclosed on the application and supplemental applications, approved by **us**, and endorsed to the **policy**.

Subsidiary means any entity in which the **named insured** owns more than fifty (50)% of the issued and outstanding voting stock either directly or indirectly. This **policy** only applies to **wrongful acts** by a **subsidiary** first occurring on or after the later of: the **retroactive date**; the date of formation by **you**; the date of merger or acquisition by **you**; or as otherwise stated by endorsement.

Trust means a legal entity, created by a grantor under the laws of a state and governed by a valid trust instrument, for the benefit of designated beneficiaries.

Trustee means acting in a fiduciary relationship where the **trustee** is responsible for paying premiums, or managing the liabilities, assets and income of a **trust** for the economic benefit of the beneficiaries of the **trust**. Trustee does not include any services rendered for **you** or **your** employees as a fiduciary.

F. SECTION E – EXCLUSIONS, Paragraph **d.**, is deleted and replaced by:

- d.** Any breach of responsibility, or obligation, or alleging activities **you** performed in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon trustees, administrators or fiduciaries by the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, or similar statutory or common law of the United States of America or any state or jurisdiction therein. However, this exclusion does not apply if **you** are deemed to be a fiduciary solely as a result of **professional services** provided by **you** to such plan; or

Any breach by a trustee of any investment fund established for the benefit of any entity or group of unrelated individuals. However, this exclusion does not apply to **you** in your capacity as a **trustee** of a **trust**;

G. SECTION E – EXCLUSIONS is amended to include:

This **policy** does not apply to **claim(s)**:

- a.** Based upon or arising out of, or in any way relating, directly or indirectly, to any defect in real estate title performed by **you**.
- b.** Based upon, arising out of or in any way related to, directly or indirectly, any transfer, payment or delivery of funds, money or property, by anyone, which was caused or induced by, trick, artifice or the fraudulent misrepresentation of a material fact including, but not limited to, social engineering, pretexting, phishing, spear phishing or any other confidence trick.

H. SECTION F.3. DEATH OR DISABILITY EXTENDED REPORTING PERIOD and **SECTION F.4. RETIREMENT EXTENDED REPORTING PERIOD** is amended to include:

For purposes of determining eligibility for either respective extended reporting period endorsement, whole years continuously insured with the CPA ProSecure program shall be considered years with **us**.

I. SECTION H – CONDITIONS, Paragraph **1. CANCELLATION AND NON RENEWAL**, is amended to include:

The **insurer** will only cancel this **policy** for failure to pay premium when due.

All other terms and conditions remain unchanged.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

In Witness Whereof, this company has caused this policy to be signed by its President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.

A handwritten signature in black ink, appearing to read 'JmZ', with a long horizontal stroke extending to the right.

Joseph M. Zubretsky
President

A handwritten signature in black ink, appearing to read 'Charles F. Cronin', with a stylized 'C' and 'F'.

Charles Frederick Cronin
Secretary

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/13/2018

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).

PRODUCER Amsure S&T 31 Church Street PO Box 336 Saratoga Springs, NY 12866	CONTACT NAME:	
	PHONE (A/C, No, Ext): 518 584-5300	FAX (A/C, No): 518 584-7306
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Grange Mutual Ins. Co.	
	INSURER B : ShelterPoint Life Insurance Company	
INSURED Ferraro Amodio & Associates, LLC 38 High Rock Ave Ste 4K Saratoga Springs, NY 12866	NAIC #	
	14788	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BPU6534R	07/11/2017	07/11/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BPU6534R	07/11/2017	07/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUU6534R	06/11/2018	07/11/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCU6534R	07/11/2017	07/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	NYS DBL			D489659	07/11/2017	07/11/2018	Statutory

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

If required by written contract; the Certificate Holder is Additional Insured as respects to General Liability on a primary and non-contributory basis, for ongoing operations of the named insured. (BP0448)

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

Engene G. Quirk

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CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>3c. Policy effective period _____ to _____</p>

4. Policy provides the following benefits:

☐ A. Both disability and paid family leave benefits.

☐ B. Disability benefits only.


☐ C. Paid family leave benefits only.

5. Policy covers:

☐ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

☐ B. Only the following class or classes of employer's employees:

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 NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed _____ By  _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number _____ Name and Title _____

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**





**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>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>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> 	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>3c. Policy effective period _____ to _____</p> <p>3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</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? <input type="checkbox"/> YES <input type="checkbox"/> 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: Gene Quirk
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Eugene J. Quirk
(Signature) (Date)

Title: President, Adirondack Trust Insurance Agency

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-584-5300

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.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



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: **FERRARO, AMODIO & ZARECKI, CPAs**
Company Address: **18 Division Street; Suite 413 Saratoga Springs, NY 12866**
Company Telephone No.: **518-288-2120** Company Fax No.: **518-871-1373**
Consultant Primary Contact for This Project: **Paul C. Zarecki** Title: **Partner**

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: 6/14/18



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: _____
 City Department: _____ Department Contact Person: _____ City Ext. _____
 Company Name: FERRARO, AMODIO & ZARECKI, CPAS
 Company Address: 18 Division Street; Suite 413 Saratoga Springs, NY 12866
 Company Telephone No.: 518-288-2136 Company Fax No.: 518-871-1373
 Vendor and/or Service Provider Primary Contact: Paul C. Zarecki Title: Partner
 Primary Contact Email: pzarecki@fazcpas.com
 Service to be Provided: Forensic Auditing Services
 Remit Name (If different from above): _____
 Remit Address: Same as above

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Audit Services, the Vendor and/or Service Provider submitted proposals dated May 9, 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 6/19/20. 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 \$20,012, 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 Finance 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 See below. 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 Finance, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Room 7, Saratoga Springs, NY 12866

To Vendor and/or Service Provider: Info above
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

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

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

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

- **Commercial General Liability** including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its

services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

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

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

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

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes

of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

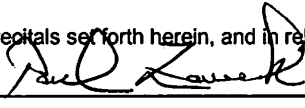
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature:  Date: 6/14/18

Print Name: Paul C. Zarecki Title: Partner

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____



Proposal to Provide Forensic Auditing Services for the:

CITY OF SARATOGA SPRINGS

May 9, 2018

PRESENTED BY

Ferraro, Amodio & Zarecki, LLC, CPAs

**Contacts: Stephen L. Ferraro, Partner
Paul C. Zarecki, Partner
(518) 288-2120
sferraro@fazcpas.com
pzarecki@fazcpas.com**

**18 Division Street, Suite 413
Saratoga Springs, New York 12866**

Section I – Executive Summary

As per your request of May 4, 2018, Ferraro, Amodio & Zarecki, CPAs (FAZ) respectfully submits our proposal to provide Forensic Auditing Services pursuant your Request for Qualifications for a Forensic Auditor for the City of Saratoga Springs (City). As requested, our proposal at a minimum includes:

- Demonstration of previous experience with similar municipal forensic audits in New York State
- Description of the firm's practice areas
- Description of the firm's approach and methods for providing municipal forensic auditing services
- A list of municipal references for forensic audits undertaken in the past five years in New York State

We are available to meet at your earliest convenience to discuss and clarify our proposal and address any concerns or questions you may have.

If selected, FAZ can assume the Forensic Auditor role as soon as a formal engagement agreement can be executed.

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Section II – Technical Response

Qualifications and Resumes

Ferraro, Amodio & Zarecki, LLC, CPAs ("FAZ" or "Firm") is a certified public accounting firm, registered to do business in New York State. FAZ is a boutique forensic accounting and financial consulting firm serving the needs of the legal community, the insurance industry, privately-held business owners, governmental entities, not-for-profits and others. We work exclusively on Forensic Accounting matters. Headquartered in Saratoga Springs, New York, FAZ has satellite offices in New York City and Boston.

We specialize in the areas of fraud and financial investigations, fraud prevention, economic damage quantification, business valuations and insurance claims services. We are well versed in complex commercial litigation and provide litigation support and expert testimony.

Our Firm consists of 3 partners, supported by a professional staff of 5, and comprises 5 Certified Fraud Examiners (CFE) and 3 Certified in Financial Forensics (CFF). In addition to CPAs, CFEs and CFFs, the firm's highly experienced team of professionals consists of individuals who are Accredited in Business Valuation (ABV), Master Analysts in Financial Forensics (MAFF), Certified Valuation Analysts (CVA) and Certified Business Appraisers (CBA).

FAZ's partners and staff are recognized by governmental agencies, attorneys, and the judiciary as one of the most respected and renowned team of forensic accountants, and have provided a wide variety of forensic, monitoring, investigative, and litigation services to over three-hundred governmental agencies, insurance companies, law firms and their clients, and businesses for over twenty years. FAZ also provides a Confidential Incident Reporting Portal to clients interested in this service.

In all matters relating to the audit work, the Firm and its individual auditors are independent from the City of Saratoga Springs as defined by generally accepted accounting standards and the U.S. Comptroller General's Government Auditing Standards, and are free both in fact and appearance from personal, external, and organizational impairments to independence. We require all staff to review all new engagements and identify any client that may be an independence issue and notify the executive committee in writing if any conflict may exist.

The Firm has not had any professional relationships involving the City or any of its agencies for the past 5 years. The Firm has not had any disciplinary actions taken or pending against them and does not have any Federal or State desk reviews or field review of its audits due to the nature of our boutique forensic accounting firm.

FAZ Team

FAZ will assign a team ("FAZ Team") of highly experienced and trained professionals to this engagement. Based on the duties specified in the RFQ, at a minimum, the following core FAZ staff will be assigned to this engagement. Additional staff may be assigned as needed to augment the core FAZ Team as needs may arise.

Stephen Ferraro, CPA, CFF, ABV, MAFF, CVA - Mr. Ferraro will serve as the Partner-in-Charge and be responsible for general supervision of the FAZ Team. Mr. Ferraro has more than 35 years of diversified public accounting, forensic accounting and investigative experience. Mr. Ferraro offers his technical knowledge, financial expertise and expert testimony to the legal community, the insurance industry and others. He has participated in hundreds of matters involving complex commercial litigation, lost profits, owner disputes, business interruption, business valuations, breach of contract, financial investigations, group self-insured worker's compensation programs, financial motive, tax fraud and other areas of civil and criminal litigation.

In addition to a CPA, Mr. Ferraro is a Master Analyst in Financial Forensics, a Certified Valuation Analyst, Accredited in Business Valuation and Certified in Financial Forensics. He is affiliated with professional organizations, including the American Institute of CPAs and the National Association of Certified Valuation Analysts. He holds a Bachelors of Business Administration degree with a concentration in Accounting from Siena College.

Paul Zarecki, CPA, CFE, CFF - Mr. Zarecki is a Partner with FAZ with nearly 25 years of public accounting experience. Mr. Zarecki has worked in numerous areas of public accounting and thus developed a wide range of knowledge and experience. Since 2005, Mr. Zarecki has worked exclusively in forensic accounting. His strong knowledge and extensive experience in forensic examinations includes the ability to identify the issues, identify the sources and measures to obtain the evidence needed to ultimately determine the nature of the allegations.

Mr. Zarecki has planned, coordinated and supervised numerous forensic engagements locally, nationally and internationally for private companies, government agencies, municipalities, school districts and non-profit clients. He has experience in the areas of embezzlement, bank fraud, financial statement fraud, fiduciary fraud, inventory theft, corporate and individual tax fraud, motives for arson and numerous other cases involving the misappropriation of assets.

Additionally, Mr. Zarecki has developed a niche to provide proactive fraud risk and internal control assessments. He has provided numerous trainings in the areas of forensic accounting, insurance loss accounting and internal controls. Mr. Zarecki is a member of the AICPA and National Association of Certified Fraud Examiners (ACFE) and is the President of the Board of the Albany Chapter of Certified Fraud Examiners. He earned his Accounting Degree from LeMoyne College in Syracuse, NY.

Edward Dominelli, CFE - Mr. Dominelli works as a senior consultant for FAZ following more than 32 years' service with the State of New York in a variety of investigative and auditing capacities. Prior to joining FAZ, Mr. Dominelli served as the Dormitory Authority - State of New York's (DASNY) Director of Internal Affairs where he was responsible for fraud prevention and internal investigations relating primarily to the Authority's multi-billion-dollar capital construction program for such clients as the City University of New York, State University of New York, Unified Court System, NYC Health and Hospitals Corporation and NYS Office of Mental Health. He conducted numerous criminal investigations involving employee corruption, contractor and consultant procurement and contract fraud, prevailing wage fraud, and M/WBE compliance fraud, many of which resulted in successful prosecutions of Authority employees, trade contractors, professional consultants and labor coalition groups.

Mr. Dominelli also coordinated the engagement of Independent Private Sector Inspectors General ("IPSIG's") to oversee the activities of numerous contractors and consultants working on DASNY projects and he served as primary liaison with the IPSIG's and other parties such as NYS Inspector General, NYC Department of Investigation and prosecutors' offices as the need arose. His office also was responsible for ensuring NYS Labor Law 220 compliance on DASNY projects and he worked closely with the NYS Department of Labor Bureau of Public Work and prosecutorial agencies in related wage investigations.

Preceding his tenure at DASNY, Mr. Dominelli was Director of Investigative Audit for the Office of New York State Inspector General where he led a team of investigators and forensic accountants in the investigation of a wide range of administrative and criminal matters involving state agencies, public authorities, commissions and State grant recipients.

Amy C. Rich, CFE - Ms. Rich is currently a Senior Analyst with FAZ, where she is involved in fraud and financial investigations, the analysis of lost business income, lost earnings and substitute wages for self-employed individuals as the result of an automobile accident. Prior to joining FAZ, Ms. Rich was an analyst with SaxBST's Valuation, Forensic and Litigation Department, and has served as a tax and audit professional for a local public accounting firm. Her experience includes knowledge of tax issues and concepts, and exposure to not-for-profit and governmental auditing and accounting. Ms. Rich is a Certified Fraud Examiner and member of the Association of Certified Fraud Examiners. She earned Bachelor of Science degrees in Accounting and Business Administration from the State University of New York at Plattsburgh, and recently obtained her Master of Science in Forensic Accounting from Southern New Hampshire University. Ms. Rich is also pursuing her Certified Public Accountant designation.

FAZ's core team will be supplemented by a cadre of other experienced internal staff and strategic partners. The strategic partners will be utilized on an as needed basis and as mutually agreed upon by FAZ and the City. They include a full service CPA firm, cyber-security professionals, background check & asset tracing specialists, claims consultants, field investigators and data research analysts.

Strategic Partners

Teal, Becker & Chiaramonte, CPAs

FAZ has a strategic working relationship with Teal, Becker & Chiaramonte (TBC), a Certified Public Accounting firm in Albany, New York through which the two firms have occasionally worked collaboratively on various engagements, including forensic engagements. TBC has substantial knowledge in municipal auditing and will serve as a sub-consultant and be assigned tasks on engagements on an as-needed basis under FAZ's supervision and direction. Fees for any services rendered by TBC will be included as part of FAZ's monthly invoices.

As an Albany, NY based CPA firm, TBC provides high quality accounting, tax, and advisory services to thousands of clients throughout the state, region, and country. TBC has more than 85 associates, including 51 CPAs, making TBC the largest accounting firm in the Capital Region ranked by the Albany Business Review. TBC staff works in one location at 7 Washington Square in Albany, New York.

The firm itself and all assigned key professional staff are properly licensed to practice as Certified Public Accountants in the State of New York and have focused on serving government agencies for many years, specifically TBC has performed the audits for various New York State municipalities/local governments. In total, TBC has over 45 clients in the Government Industry, including organizations that require Single Audits.

TBC's governmental clientele includes local municipalities, school districts, industrial development agencies, and non-profit organizations that receive federal funding. Their professionals understand the challenges, structure, and unique operations of governmental entities.

TBC References

Village of Colonie Audit
Contact: Kathy Haas
(518) 869-7562

Watervliet City School District Audit and Single Audit
Contact: Keith Heid and Dr. Lori Caplan
(518) 629-3200

Alliance Worldwide Investigative Group, Inc. and Tag Solutions, LLC

Additionally, FAZ also has strategic working relationships with Alliance Worldwide Investigative Group, Inc. from Clifton Park, New York and Tag Solutions, LLC from Albany, New York.

Alliance Worldwide Investigative Group, Inc. services include due-diligence based background investigations customizable to a variety of industries including banking/finance, technology, energy, gaming/hospitality, transportation, staffing, healthcare and more. Alliance also performs asset searches, surveillance and complete SIU investigations for insurance, governments and corporate professionals.

Tag Solutions, LLC services include providing IT support to FAZ in forensic engagements. They specialize in Network Security and Compliance, Managed Services, Cloud Computing and Unified Communications.

Both Alliance Worldwide Investigative Group, Inc. and Tag Solutions, LLC will serve as a sub-consultant and be assigned tasks on engagements on an as-needed basis under FAZ's supervision and direction. Fees for services rendered by both will be included as part of FAZ's monthly invoices.

FAZ Previous Forensic Experience

FAZ possesses the requisite auditing, accounting, consulting, monitoring, fraud risk assessment, investigative skills and related experience to assist the City and to prepare insightful and useful reports. FAZ's expertise in servicing various entities and business integrity matters makes the firm highly qualified to perform the required scope of forensic auditing services. FAZ has conducted forensic auditing and fraud risk assessment engagements for many entities within most every industry, including the following municipal/governmental engagements:

- FAZ staff have been engaged for the past 12 years as a forensic accountant on behalf of the New York State Workers Compensation Board (WCB), wherein FAZ performed detailed performance and operational audits, as well as deficit reconstructions of fifteen dissolved group self-insured trusts with deficits totaling more than \$750 million dollars.
- FAZ staff conducted a forensic review of the City of Rye Boat Basin. Additionally, we reviewed business processes and internal controls. We conducted a thorough analysis of internal controls, reviewed internal control documents and identified potential risks for management and external auditors.

- FAZ staff performed a forensic review of the procurement practices and the related internal controls for certain departments at Ulster County, NY. FAZ staff reviewed policies, practices and procedures, met with and interviewed staff, documented internal controls, reviewed files, met with County Officials and presented to the Ulster County Legislature. FAZ staff issued a report with findings and recommendations that were referred to a prosecutorial agency for further investigation.
- FAZ staff performed a forensic review for the Town of Chester, Justice Court Operations. We conducted a thorough analysis of the monthly inflows and outflows for the Justice Court Operations and identified deficiencies in the accounting and bookkeeping practices. FAZ staff issued a report to the Town of Chester with our findings and recommendations.
- FAZ staff performed an internal audit of the Village of Lake Placid. Our engagement involved reviewing and documenting the processes and procedures over the Payroll cycle, Billing and Cash Receipts cycle, and Purchasing/Claims and Cash Disbursements cycle by interviewing key Village personnel involved in the daily processing of these cycles and reviewing any pertinent documents such as employee manuals or contracts, and to provide recommendations for areas of improvement in the Village's accounting processes, and the underlying internal controls within those processes, to the Board of Trustees, as a result of our understanding and documentation of the transaction cycles described above.
- FAZ staff performed a forensic audit of the procurement process for numerous large and small school districts on behalf of the district's outside counsel. FAZ interviewed procurement personnel, reviewed controls, sampled purchasing transactions and made recommendations for improvement.
- FAZ staff previously performed a forensic assessment of the internal controls and procedures for DASNY. Our engagement involved conducting a high level, entity-wide risk assessment to determine whether the critical controls were adequate regarding the purchasing and payment functions.
- FAZ staff performed a forensic review for the Village of Penn regarding the financial activity pertaining to an employee of the Village. FAZ staff reviewed and analyzed numerous transactions authorized by the employee to determine if the transactions were approved and authorized by the Village.

References

New York State Workers Compensation Board
328 State Street
Schenectady, New York 12305
Michael Papa, Attorney
(518) 402-7055
Michael.papa@wcb.ny.gov

John M. Silvestri, Esq.
Ludemann, McMorris & Silvestri, P.C.
Represented matter for Town of Chester
5A Sagamore Street
Glens Falls, New York 12801
(518) 761-6797
jms@lmsattorneys.com

Honeywell Law Firm PLLC
3 Winners Circle
Albany, New York 12205
Jeffrey Honeywell, Founding Partner
(518) 512-4580
jdh@honeywelllawfirm.com

Honorable James A. Murphy, III
(518) 451-8815
Forensic work completed for the Honorable James A. Murphy, III when he was the
Saratoga County District Attorney

FAZ's Approach

If we are awarded an engagement from the City the FAZ Team is prepared to "Hit the Ground Running" in the following ways and using the following methods:

1. The FAZ Team is not only highly qualified, but will bring:
 - Well over 100 years of combined knowledge and experience in working within large forensic matters involving NY State governmental entities and authorities, and a track record in achieving lasting results.
 - Many years of experience working directly with forensic engagements.
 - A wealth of knowledge and experience related to auditing, audit management, risk assessment and management, system development, project management, and management in general.

With all this background and knowledge, FAZ's Team assigned to the contract will be able to adapt quickly to the City's specific needs, as well as the organizational structure, culture, and individual management and staff of the City.

2. The FAZ Team will literally "Hit the Ground Running"! Since FAZ is a boutique forensic accounting firm and that is all we do, we do not have other traditional tax and audit work to schedule around so we can always literally start the engagement immediately.
3. The FAZ Team will bring a wealth of tools and techniques developed over the years to address all the scope areas and deliverables pertaining to the engagement.
4. Prior to the start of any engagement, the FAZ Team will perform a thorough review of all background materials available to us from the City, our requests to the City and other available sources. These materials include but are not limited to: laws; rules; regulations; organizational charts; policies; procedures; strategic and operating plans; prior audit reports (internal and external), internal control certifications, and risk assessments, and system or process documentation.
5. After the start of any engagement, the FAZ Team will conduct interviews of key committee and board members, executives, and appropriate staff to gain a thorough understanding of the City's, strategic goals and plans, expectations, operations, and formal and informal systems.
6. The FAZ Team will ask for early and regular meetings with the appointed individuals in charge.

Overview

For each forensic auditing engagement, the experienced team at FAZ will guide you throughout the process and will keep you informed every step of the way. In general, we have a planning stage, fieldwork stage and lastly, a reporting stage.

Planning

During the planning phase, issues will be identified and these issues will define the scope of the engagement. A forensic audit could involve several areas so it will be important to identify the areas of largest concern to prioritize the focus of the engagement for the City. Once the issues and focus has been identified, our team will prepare a list containing our initial documentation requests. This will generally be prepared prior to the start of fieldwork so that staff or the appropriate personnel will have adequate time

to gather the requested documentation. In addition, we will review the requested documents before the fieldwork to enhance our knowledge of the issue as well be prepared for any interviews or request additional information.

Fieldwork

Fieldwork begins with a kick-off meeting with the appropriate individuals identified in the planning stage. During fieldwork, interviews with your individuals will be conducted, observations will be made, and documentation previously requested will be inspected and analyzed further. As mentioned, additional documentation will most likely be requested during the interview process. Additionally, the fieldwork analysis typically generates further requests and explanations. You will not have to wait until the final report is issued to learn of significant findings as we usually hold progress meetings to discuss them with the appropriate personnel. More importantly, the progress meetings are critical to discuss if the scope needs to be expanded based on our findings and with written approval by the City. An exit meeting will also be held with key personnel to discuss the results. With all our forensic engagements, we generally provide recommendations to rectify any findings and to strengthen the controls to mitigate further fraud.

Forensic Auditing Report and Expert Witness

After the fieldwork and exit meeting is completed, our team will develop your draft report and finalize our work papers. The final step is the issuance of the report to quantify and document the results and to enable the City to collect any potentially recoverable losses. You will have the opportunity to review the report in draft form prior to issuance. There will be a great deal of communication back and forth between our team and your staff. However, we will ensure that the process is the least disruptive to your daily operations and personnel as possible. Our team will be working with you every step of the way during the audit process. If necessary, our team is experienced as being an expert witness and will be ready to do so. Our team is also available to you throughout the year for assistance as you continue to strengthen the controls at your organization.

Schedule of Proposed Meetings

Our team will conduct meetings with your personnel, as appropriate. Our partners will attend each meeting along with the applicable engagement team members.

All meetings will be coordinated with the appropriate personnel and will be held at your offices unless discussed otherwise. The meetings will include the following:

Kick-off Meeting

- ☐ Our approach to accomplish this engagement
- ☐ FAZ team introductions
- ☐ Introductions to your employees and other pertinent individuals
- ☐ Our work plan and associated timelines

This is where we will obtain data and documentation requests (if not beforehand), such as reports, materials, and access to resources.

Additionally, we will provide clarifications and answer questions, as necessary.

Progress Meetings (held as needed)

Status of engagement work

- ☐ Potential issues or findings
- ☐ Difficulties or special problems with the engagement
- ☐ Progress against the engagement timeline

We will discuss other issues, as needed in these progress meetings.

Exit Meeting

Results of the fieldwork

- ☐ Discussion of findings and recommendations
- ☐ Progress against the engagement timeline
- ☐ Any other discussions

Authorized Offeror Personnel

The following is our Firm's point of contact regarding decisions made with respect to our proposal. He can obligate our Firm contractually.

Stephen L. Ferraro
Partner
(518) 288-2136
sferraro@fazcpas.com

The following individuals are also authorized to negotiate with the City:

Paul C. Zarecki
Partner
(518) 288-2120
pzarecki@fazcpas.com

Company Address and Identifying Codes

Name: Ferraro, Amodio & Zarecki, LLC, CPAs

Address: 18 Division Street; Suite 413
Saratoga Springs, New York 12866

Phone: (518) 288-2136

FEIN: 81-3144245

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	06	162	06/19/2018	061918	061918BAPY BUA	061918BAPY	1	2		
1	A124	44328		DPS FEDERAL AID	DWI PATROL GRANT		.00	-1,519.67	-1,519.67	
	A	-12-4-0000-0-44328	-		GRANT REIMB DWI OT		06/19/2018			
2	A3143331	51960		STOP DWI PS	OVERTIME		30,000.00	1,400.00	31,400.00	
	A	-31-4-3311-1-51960	-		GRANT REIMB DWI OT		06/19/2018			
3	A3143331	58030		STOP DWI PS	CITY PORTION SOCIAL SECURITY		2,295.00	119.67	2,414.67	
	A	-31-4-3311-1-58030	-		GRANT REIMB DWI OT		06/19/2018			
					** JOURNAL TOTAL			0.00		

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CLERK: u05

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2018 6 162									
BUA A124-44328						DWI PATROL GRANT	5		1,519.67
06/19/2018 061918BAPY 061918 061918BAPY						GRANT REIMB DWI OT			
BUA A3143331-51960						OVERTIME	5	1,400.00	
06/19/2018 061918BAPY 061918 061918BAPY						GRANT REIMB DWI OT			
BUA A3143331-58030						CITY PORTION SOCIAL SECURITY	5	119.67	
06/19/2018 061918BAPY 061918 061918BAPY						GRANT REIMB DWI OT			
								<u>.00</u>	<u>.00</u>
BUA A-2960						APPROPRIATIONS			1,519.67
06/19/2018 061918BAPY 061918 061918BAPY									
BUA A-1510						ESTIMATED REVENUES		1,519.67	
06/19/2018 061918BAPY 061918 061918BAPY									
SYSTEM GENERATED ENTRIES TOTAL								<u>1,519.67</u>	<u>1,519.67</u>
JOURNAL 2018/06/162 TOTAL								<u>1,519.67</u>	<u>1,519.67</u>

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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	6	162	06/19/2018			
	A-1510					ESTIMATED REVENUES	1,519.67	
	A-2960					APPROPRIATIONS		1,519.67
FUND TOTAL							1,519.67	1,519.67

** END OF REPORT - Generated by Christine Gillmett-Brown **

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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					
<hr/>										
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2018	06	163	06/19/2018	061918	061918BTPY	BUA	061918BTPY	1	1	
1	A3051411	51302			COMM OF ACCOUNTS PS		SENIOR CLERK (PART TIME)	.00	4,000.00	4,000.00
	A	-30-5-1410-1-51302	-				COVER ACTUAL TITLE	06/19/2018		
2	A3051411	51440			COMM OF ACCOUNTS PS		SENIOR CLERK	39,080.00	-4,000.00	35,080.00
	A	-30-5-1410-1-51440	-				COVER ACTUAL TITLE	06/19/2018		
3	A3143414	54471			FIRE DEPARTMENT CS		EMS TRAINING	35,000.00	3,000.00	38,000.00
	A	-31-4-3410-4-54471	-				TRAINING FOR NEW PARAMEDIC	06/19/2018		
4	A3143411	51966			FIRE DEPARTMENT PS		OTHER	100,000.00	-3,000.00	97,000.00
	A	-31-4-3410-1-51966	-				TRAINING FOR NEW PARAMEDIC	06/19/2018		
** 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 6 163									
BUA A3051411-51302	06/19/2018	061918BTPY	061918	061918BTPY		T SENIOR CLERK (PART TIME)	5	4,000.00	
						COVER ACTUAL TITLE			
BUA A3051411-51440	06/19/2018	061918BTPY	061918	061918BTPY		T SENIOR CLERK	5		4,000.00
						COVER ACTUAL TITLE			
BUA A3143414-54471	06/19/2018	061918BTPY	061918	061918BTPY		T EMS TRAINING	5	3,000.00	
						TRAINING FOR NEW PARAMEDIC			
BUA A3143411-51966	06/19/2018	061918BTPY	061918	061918BTPY		T OTHER	5		3,000.00
						TRAINING FOR NEW PARAMEDIC			
JOURNAL 2018/06/163 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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City of Saratoga Springs, NY Contract

City Project Number: 2017-28 City Project Name: Manholes, Catchbasins, Drywells, Frames & Covers
 City Department: DPW Department Contact Person: Kathy Moran City Ext. 2544
 Company Name: Palette Stone Corp
 Company Address: 269 Ballard Road
 Company Telephone No.: 518-584-2421 Company Fax No.: _____
 Vendor and/or Service Provider Primary Contact: Peter Fitzgerald Title: Asst Secretary
 Primary Contact Email: PBfitzgerald@dacollins.com
 Service to be Provided: Manholes, Catchbasins, Drywells, Frames & Covers
 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 Manholes, Catchbasins, Drywells Frames & Covers, the Vendor and/or Service Provider submitted proposals dated 5/31/17 (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 7/5/20. 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 \$52,690.36/year, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of DPW is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Peter Fitzgerald. 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 DPW, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 To Vendor and/or Service Provider: Palette Stone Corp
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: 5/23/18

Print Name: Peter Fitzgerald Title: Vice President

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meq Kelly Title: Mayor City Council Approval Date: _____



City of Saratoga Springs
Department of Public Works
Anthony "Skip" Scirocco, Commissioner of Public Works

MEMO

To: Commissioner Scirocco
From: Michael Veitch
RE: Part-time Laborer Compensation Schedule
Date: June 13, 2018
(Updated June 18, 2018 to reflect pre-agenda questions)

Commissioner Scirocco,

The union contract between the City of Saratoga Springs and the DPW unit (local 846) authorizes the city to employ permanent part-time employees. These employees are not in the bargaining unit, are ineligible for benefits, and cannot reduce or replace full-time bargaining unit employees. This memo is to propose an hourly increase and compensation schedule for part-time employees that would be in agreement with the stipulations of the union contract.

Part-time laborers are typically used to assist the street and specialty crews, work at the Canfield Casino and Carousel, and to assist the department in providing services to the public. Part-time laborers work either year-round 20-hour work weeks, or seasonal (3 month) 40-hour work weeks.

Part-time DPW laborers have been paid at the rate of \$10.50 per hour for over a decade, the hourly increase would acknowledge the current value of work and the compensation schedule would incentivize quality part-time employees to stay, or in some cases, return to work for DPW each year. The initial part-time labor rate would begin at \$11.00 per hour, and would peak at \$12.75 after three years. The suggested increase and schedule is as follows:

Rate	Timeline	20-hour work week	40-hour work week
\$11.00	First year	\$220	\$440
\$12.50	Second year	\$250	\$500
\$12.75	Third year	\$255	\$510

The proposed effective date is July 1, 2018, pending City Council approval at the 6/19/18 meeting. The Finance Department has suggested this date to coordinate with the payroll process.

Thank you,

Michael Veitch
DPW Business Manager

Cc: Deputy Commissioner Joe O'Neill

City of Saratoga Springs
Purchase Requisition

Dept. _____

Date: 06/07/2018

Vendor # and Name LightSpeed Technologies

Vendor Address _____

Delivery Reference : Asst. Chief John Catone

Status: _____

Fax _____

RFP/IFB # and CCA Date _____

PM67989

Contract # _____

QTY	UNIT	DESCRIPTION	\$ TOTAL	ORG	OBJ	PROJ
		Hardware and Software	\$119,651.25	H-31-4-	52000	1253
		for Microwave Connection		3122		
		from City of Saratoga Springs				
		Emergency Radio System to				
		Saratoga County.				
		System Configuration	\$6,732.00			
		See Attached Quote				
		Upon				
		Contract Approval slated for				
		June 19th City Council				
		Meeting				

PO Total

\$126,383.25

Requested By & Date A/C John Catone
June 7th, 2018

Approved by & Date 6/12/18

Contract Policy Requirements Met (Signature & Date) 6/11/18



For amounts \$50,000.00 or more, all waive of bid, 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.

Commissioner of Finance Signature & Date

Michael W. Clark-Madigan 6/11/18



LightSpeed Technologies, Inc.
and
Nokia

Response to

Saratoga Springs Police Department RFQ for Microwave Radio and IP/MPLS Equipment

NOKIA

May 23, 2018

PRICING SUMMARY NOTES
FOR
Saratoga Springs Police Department
Microwave Radio & IP/MPLS Equipment RFQ

LIGHTSPEED PURCHASE NOTES -

- 1) Subject to LightSpeed Technologies Terms and Conditions.
- 2) **Payment Terms:** Per LightSpeed Technologies Terms and Conditions.
- 3) **Please make Purchase Orders out to:**
LightSpeed Technologies, Inc.
Attn: John C. Brannon
1829 Celeste Drive, Building 1
Wall, NJ 07719
732-556-0086 Office
- 4) For expedited processing, Orders should be faxed, or emailed, to John C. Brannon at fax # 732-782-0305, or (jcbrannon@lightspeedt.com).
- 5) Prices quoted are valid for 60 days.

May 22, 2018



Saratoga County, NY

Saratoga PD to Stillwater

NYS OGS Contract number PM67989

Prepared by: Al Alexander
Phone Number: (972) 477-4340
Email: Alphonso.Alexander@nokia.com

Customer Solutions Manager: Kevin Pierce
Phone Number: 972-477-4282
Email: Kevin.Pierce@nokia.com

Account Executive: Chris Cunningham
Phone Number: 631-310-8774
Email: chris.1.cunningham@nokia.com

Detailed Pricing Summary



Saratoga County, NY
Saratoga PD to Stillwater

May 22, 2018

Item	Category	Item Description	Extended Price
1.00 HARDWARE/SOFTWARE and SPARES			
1.01	9500MPR Radio	Microwave Packet Radio	\$22,429.13
1.02	7705 Service Aggregation Routers	IP/MPLS Router	\$24,823.50
1.08	Antenna Materials	Antenna Materials	\$7,417.15
1.09	SPARES	Microwave	\$13,236.00
1.10	SPARES	MPLS	\$4,626.00
HARDWARE/SOFTWARE and SPARES SubTotal:			\$72,531.78
2.00 TRANSMISSION ENGINEERING SERVICES			
2.01	PATH SURVEYS	Field Survey	Not Applicable
2.02	PATH DESIGN	Design	Not Applicable
2.03	FREQUENCY COORDINATION	Coordination	\$1,160.00
2.04	FCC LICENSING	Licensing	\$930.00
2.05	ENGINEERING	Engineering	\$1,530.00
TRANSMISSION ENGINEERING SERVICES SubTotal:			\$3,620.00
3.00 INSTALLATION SERVICES			
3.01	RADIO INSTALLATION	Installation, Test, and Turn Up	\$40,193.00
3.02	ANTENNA INSTALLATION	Installation and Alignment	\$15,258.38
INSTALLATION SERVICES SubTotal:			\$55,451.38
4.00 ENGINEERING SERVICES			
4.03	PROGRAM MANAGEMENT	PMO	\$6,510.18
4.04	APPLICATION ENGINEERING	Microwave Products	\$1,530.00
4.05	APPLICATION DRAWINGS	Microwave Products	\$1,530.00
ENGINEERING SERVICES SubTotal:			\$9,570.18
5.00 Adjustments			
5.01	Management Adj - Microwave Equip		-\$7,860.65
5.02	Management Adj - MPLS Equip		-\$11,789.64
5.03	Management Adj - LightSpeed		\$0.00
5.04	Management Adj - Services		-\$1,871.80
Customer Project Total:			\$119,651.25
7.00 OPTIONS - MPLS INTEGRATION SERVICE			
7.01	7705-SAR Integration Service	7705-SAR Configuration	\$6,732.00

Saratoga County, NY
Saratoga PD to Stillwater

May 22, 2018

Pricing Notes:

1. The budgetary planning pricing included above provided by Nokia is indicative only, solely to inform Saratoga County, NY of Nokia's current estimate of prices for the relevant items(s) to enable Saratoga County, NY to evaluate its potential interest.
2. The terms and conditions, including planning pricing, of the items provided under this Proposal or subsequent agreements are subject to future negotiations and future agreement on the terms and conditions which would any sale. *There are no penalties, liquidated damages or other remedies associated with changes to the pricing.*
3. Prices are valid for 60 days.
4. This pricing is valid only for the equipment, equipment features, and services explicitly described within this proposal. *Any equipment item, equipment feature, installation item, or service not explicitly described in this bid is not included in this pricing, and any addition of such will require a revised proposal with modified pricing. Please review all sections of this bid carefully for details as to what this proposal includes, and what assumptions have been made.*
5. Pricing is based on attached Scope Of Work, Assumptions, Detailed Equipment List and/or Design Configurations.
6. Taxes, transportation, ancillary material, travel and living expenses are excluded.
7. Typical equipment lead time is approximately 8 weeks or sooner After Receipt of Purchase Order with valid frequencies based on equipment availability. Lead time can be confirmed After Receipt of Purchase Order and order scheduling.



601 Data Drive
Plano, TX 75075

Customer: Saratoga County, NY
Project: Saratoga PD to Stillwater

Date: May 22, 2018

Microwave Installation Services

Part Number	Description	MSRP	NYS - OGS	Unit Sell Price	System Quantity Extended	System Line Item Extended	SARATOGA PD	STILLWATER
INSTALLATION SERVICES								
SVC QHIE INST INCOM2	Radio Installation Services (Per Man Hour)	\$632.00	\$316.00	\$316.00	18.7974684	\$5,940.00	9.398734177	9.398734177
SVC QHIE INST INCOM3	Radio Commissioning and Test Services (Per Man Hour)	\$632.00	\$316.00	\$316.00	20.5063291	\$6,480.00	10.25316456	10.25316456
SVC QHIE INST INCOM1	Microwave Antenna / Tower Installation Services (Per Man Hour)	\$752.00	\$376.00	\$376.00	40.5807971	\$15,258.38	20.29039854	20.29039854
SVC QHIE INST INCOM2	Radio Installation Services (Per Man Hour)	\$632.00	\$316.00	\$316.00	0.0000000	\$0.00		
SVC QHIE BNG FE3	Air Fare (per man) (1 Engineer with equipment shipment)	\$8,000.00	\$4,000.00	\$4,000.00	3.1990000	\$12,796.00	1.5995	1.5995
SVC QHIE INST INCOM2	Radio Installation Services (Per Man Hour) Site Survey	\$632.00	\$316.00	\$316.00	10.7594937	\$3,400.00	5.379746835	5.379746835
SVC QHIE BNG FE1	Field Service Engineer (Per Man Hour) Mob/Demob Site Survey	\$360.00	\$180.00	\$180.00	4.0166667	\$723.00	2.008333333	2.008333333
SVC QHIE INST INCOM3	Radio Commissioning and Test Services (Per Man Hour) End to End/	\$632.00	\$316.00	\$316.00	13.6708861	\$4,320.00	6.835443038	6.835443038
SVC QHIE BNG FE1	Field Service Engineer (Per Man Hour)	\$360.00	\$180.00	\$180.00	19.8	\$3,564.00	9.9	9.9
SVC QHIE INST INCOM5	Deployment Project Management (Per Man Hour)	\$360.00	\$180.00	\$180.00	16.5	\$2,970.00	8.25	8.25
Installation Services Total						\$55,451.38	\$27,725.69	\$27,725.69



601 Data Drive
Plano, TX 75075

Contract #: NYSOGSPM67989
Customer: Saratoga County, NY
Project: Saratoga PD to Stillwater

Number of Paths: 1
Number of Sites: 2

Date: May 22, 2018
Prepared by: Al Alexander
Phone: (972) 477-4340
Email: Alphonso.Alexander@nokia.com

Equipment Detail

Part Number	Description	MSRP	NYOGS	Unit Sell Price	System Quantity Extended	New NYOGS System Line Item Extended	SARATOGA PD	STILLWATER
Radio Information								
95MPR67-C128F10-52-23 HS TX6700V / RX6700V T/F STILLWATER - CH 1								
95MPR67-C128F10-52-23 HS TX6700V / RX6700V T/F SARATOGA PD - CH 1								
9500 MPR Microwave Switching Shelf (MSS)								
3EM23067AAAA	9500 MPR CT License (Per PC Installed)	\$ 500.00	\$300.00	\$300.00	2	\$600.00	1	1
3DB18970BLBB	9500 MPR R7.1 SW Electronic Delivery K4 ICS02	\$ 1,000.00	\$600.00	\$600.00	2	\$1,200.00	1	1
3DB19275ADAA	9500 MPR 7.1 O&M Manual Bedronic Delivery OLCS	\$ 90.00	\$54.00	\$54.00	2	\$108.00	1	1
9500 MPR Microwave Packet Transceiver (MPT)								
3DB22002DA	MPT-HC HQAM 10695-10961MHz; HP-TX LOW; 490/500 MHz; CH1/1P, v	\$ 11,030.00	\$6,618.00	\$6,618.00	1	\$6,618.00	1	
3DB22003DA	MPT-HC HQAM 11199-11485MHz; HP-TX HIGH; 490/500 MHz; CH1/1, v	\$ 11,030.00	\$6,618.00	\$6,618.00	1	\$6,618.00		1
3CC58226AB	coupler 10 dB 10-11.7 GHz flat GR3108	\$ 1,964.00	\$1,178.40	\$1,178.40	2	\$2,356.80	1	1
9500 MPR RTUs - per ODU/ RF Transceiver/ Upgrade								
3EM23068ABAA	RTU 80Mbps TRX Capacity	\$ 500.00	\$300.00	\$300.00	2	\$600.00	1	1
9500 MPR Microwave Packet Transceiver Accessories								
1AB328430001	Lightning arrestor for Cat5e cable	\$ 725.00	\$435.00	\$435.00	4	\$1,740.00	2	2
3MU00085AC	3 ft RJ45 Cat5e Cable	\$ 40.00	\$24.00	\$24.00				
3CC50251AA	Ground kit - (qty 3 per run under 100', add 1 each 100' more)	\$ 60.00	\$36.00	\$36.00	12	\$432.00	6	6
1AD173640001	BRL Cushion BC141X 1-5/8in, 10@0.24in, 10p	\$ 50.40	\$30.24	\$30.24	6	\$181.44	2	4
916626	HANGER, STACKABLE 1-5/8 10 KIT	\$ 51.00	\$25.50	\$25.50	6	\$153.00	2	4
1AC016760006	Cat5e cable - GLP is per foot	\$ 1.15	\$0.69	\$0.69	235	\$162.15	100	135
1AB074510027	RJ45 connector for indoor and outdoor ends of cat5e	\$ 8.17	\$4.90	\$4.90	8	\$39.22	4	4
1AB150690002	R2CT connector protection for RJ45 outdoor	\$ 34.36	\$20.62	\$20.62	2	\$41.23	1	1
3CC52191AA	Light Service alignment kit with LEMO connector	\$ 284.00	\$170.40	\$170.40	2	\$340.80	1	1
1AD160490001	Tool HIROSE RJ45 IDU-ODU cable assembling	\$ 2,064.15	\$1,238.49	\$1,238.49	1	\$1,238.49	1	
Antenna Materials								
10039985	SC3-W100AC - 3ft H Perf, CFF90G, Single Pol Ant., Includes Radome, t	\$ 1,575.00	\$1,338.75	\$1,338.75				
10038136	SC3-W100AMPT - 3ft H Perf, Integrated (MPT-HQ), Single Pol Ant., ind	\$ 1,950.00	\$1,365.00	\$1,365.00	2	\$2,730.00	1	1
10011400	Kit Sway Bar 4ft SL (SMA-WK4) SB	\$ 520.35	\$260.18	\$260.18	2	\$520.35	1	1
1AF28451AAAA	Tieback Steel - Bulk Angle 4" X 4" X 1/2" x 20" (ANG414)	\$ 1,709.00	\$1,025.40	\$1,025.40	2	\$2,050.80	1	1
409081635	4 1/2in Universal Adjustable Leg Mount - up to 10 3/4 Leg (Ant. Pipe L	\$ 2,116.00	\$1,058.00	\$1,058.00	2	\$2,116.00	1	1



601 Data Drive
Plano, TX 75075

Contract #: NYSOGSPM67989
Customer: Saratoga County, NY
Project: Saratoga PD to Stillwater

Number of Paths: 1
Number of Sites: 2

Date: May 22, 2018
Prepared by: Al Alexander
Phone: (972) 477-4340
Email: Alphonso.Alexander@nokia.com

Equipment Detail

Part Number	Description	MSRP	NYOGS	Unit Sell Price	System Quantity Extended	New NYOGS System Line Item Extended	SARATOGA PD	STILLWATER
MPLS Equipment - 7705 SAR		\$41,160.00				\$24,823.50		
3HED6791AA	SAR-8 SHELF V2	\$2,500.00	\$1,625.00	\$720.00	1	\$720.00	1	0
3HED2784GA	SAR RELEASE 6.1 B9C OSU CENSE	\$850.00	\$722.50	\$510.00	1	\$510.00	1	0
3HED2774AB	CONTROL SWITCH MODULE V2 (CSMV2)	\$3,500.00	\$2,275.00	\$2,275.00	2	\$4,550.00	2	0
3HED6792EA	Fan Module for SAR-8 Shelf V2 Ext. Temp (-48VDC)	\$1,100.00	\$715.00	\$715.00	1	\$715.00	1	0
3HED2776AB	8 PORT GB/EETHERNET CARD V2	\$5,200.00	\$3,380.00	\$3,380.00	2	\$6,760.00	2	0
3HED2775AB	16 PORT T1/E1 ASAP CARD V2 (-48/+24 VDC)	\$4,200.00	\$2,730.00	\$2,730.00			0	0
3HED7152AA	Power Injector Card	\$1,300.00	\$845.00	\$845.00	2	\$1,690.00	1	1
3HED2782AA	Packet Microwave Card (-48/+24 VDC)	\$6,200.00	\$4,030.00	\$4,030.00	2	\$8,060.00	1	1
3HED3394AA	32 PORT T1/E1 RJ45 PANEL	\$1,500.00	\$975.00	\$975.00			0	0
3HED3397AA	T1/E1 CABLE FOR DISTRIBUTION PANEL 1M	\$200.00	\$130.00	\$130.00			0	0
3HED3401AA	SYNCHRONIZATION Y- CABLE	\$150.00	\$97.50	\$97.50			0	0
3HED5838AA	250W 120/240V AC power converter	\$1,550.00	\$1,007.50	\$516.00	2	\$1,032.00	2	0
3HED5837BA	7705 AC power pigtail O-ring (v2 chassis)	\$260.00	\$169.00	\$169.00	2	\$338.00	2	0
3HED0062CB	SFP - GIGE BASE-T RJ45 RJ6 DDM -40/85C	\$400.00	\$260.00	\$260.00			0	0
3HED0027CA	SFP - GIGE SX SFP OPT MOD - LC	\$345.00	\$224.25	\$224.25	2	\$448.50	2	0
HARDWARE TOTAL						\$54,669.78	\$35,423.07	\$19,246.71

RStel will
downgrade
to Rel 5.0



Customer: Saratoga County, NY
Project: Saratoga PD to Stillwater

601 Data Drive
Plano, TX 75075

Date: May 22, 2018
Prepared by: A Alexander

SPARES

Part Number	Description	MSRP	NYOGS	Unit Sell Price	System Quantity Extended	System Line Item Extended
Microwave SPARES						\$13,236.00
3DB22002DA	MPT-HC-HQAM 10695-10961MHz,HP,TX LOW,490/500 MHz, CH	\$ 11,030.00	\$6,618.00	\$6,618.00	1	\$6,618.00
3DB22003DA	MPT-HC-HQAM 11199-11485MHz,HP,TX HIGH,490/500 MHz, CH	\$ 11,030.00	\$6,618.00	\$6,618.00	1	\$6,618.00
MPLS SPARES						\$4,626.00
3HE07152AA	Power Injector Card	\$650.00	\$455.00	\$390.00	1	\$390.00
3HE02782AA	Packet Microwave Card (-48/+24 VDC)	\$6,200.00	\$4,340.00	\$3,720.00	1	\$3,720.00
3HE05838AA	250W 120/240V AC power converter	\$860.00	\$731.00	\$516.00	1	\$516.00
HARDWARE SPARES TOTAL						\$17,862.00



Customer: Saratoga County, NY
Project: Saratoga PD to Stillwater

601 Data Drive
Plano, TX 75075

Date: May 22, 2018

Microwave Engineering Services

Part Number	Description	MSRP	NYOGS	Unit Sell Price	System Quantity Extended	System Line Item Extended
TRANSMISSION ENGINEERING SERVICES						
SVC-KWIE-ENG-TSE9	Path Survey (single hop system) (per Path)	\$7,866.00	\$3,933.00	\$3,933.00	0	\$0.00
SVC-KWIE-ENG-TSE10	Path Survey (1st hop for a multi-hop system) (per Path)	\$7,866.00	\$3,933.00	\$3,933.00	0	\$0.00
SVC-KWIE-ENG-TSE11	Path Survey (2nd hop+ for a multi-hop system) (per Path)	\$6,292.00	\$3,146.00	\$3,146.00	0	\$0.00
SVC-KWIE-ENG-TSE13	Path Survey Mob & Demob (estimate) (per Survey)	\$4,000.00	\$2,000.00	\$2,000.00	0	\$0.00
PATH DESIGN						
SVC-KWIE-ENG-TSE16	System Map (1-10 paths) (per Map)	\$200.00	\$100.00	\$100.00	0	\$0.00
SVC-KWIE-ENG-TSE18	Path Design (per Path)	\$300.00	\$150.00	\$150.00	0	\$0.00
SVC-KWIE-ENG-TSE19	Path Performance Calculations (per Path)	\$300.00	\$150.00	\$150.00	0	\$0.00
U.S. DOMESTIC FREQUENCY SELECTION / COORDINATION						
SVC-KWIE-ENG-TSE20	Frequency Selection (per Path)	\$1,700.00	\$850.00	\$850.00	1	\$850.00
SVC-KWIE-ENG-TSE22	Normal 30-day Prior Coordination (per System)	\$620.00	\$310.00	\$310.00	1	\$310.00
FCC LICENSE APPLICATION						
SVC-KWIE-ENG-TSE29	FCC License Application (Form 601) (per Ste)	\$930.00	\$465.00	\$465.00	2	\$930.00
TECHNICAL SUPPORT / CONSULTING						
SVC-KWIE-ENG-TSE33	Staff Transmission Systems Engineer (per Hour)	\$350.00	\$175.00	\$175.00	8.7428571	\$1,530.00
ENGINEERING SERVICES						
SVC-KWIE-ENG-TSE35	Application & System Engineering (per Hour)	\$350.00	\$175.00	\$175.00	8.742857143	\$1,530.00
SVC-KWIE-ENG-TSE36	Application & System Engineering Drawings (per Hour)	\$200.00	\$100.00	\$100.00	15.3	\$1,530.00
SERVICES TOTAL						\$6,680.00



601 Data Drive
Plano, TX 75075

Customer: Saratoga County, NY
Project: Saratoga PD to Stillwater

Date: May 22, 2018

MPLS Installation Services

Part Number	Description	MSRP	NYS - OGS	Unit Sell Price	System Quantity Extended	System Line Item Extended	SARATOGA PD	STILLWATER
MPLSINSTALLATION SERVICES								
301036679	Installation Engineering	\$116.00	\$116.00	\$116.00	57	\$6,612.00	28	29
300517380	Site Materials	\$600.00	\$600.00	\$600.00	3.8	\$2,280.00	1.8	2
3HE02941AA	Network Design, configs IP/MPLS (L2)	\$13,200.00	\$13,200.00	\$13,200.00	1.02	\$13,464.00	0.51	0.51
300472529	7705 remote integration	\$175.00	\$175.00	\$175.00	45.8	\$8,015.00	22.9	22.9
3HE02934AA	5620 SAM ONSITE integration	\$15,000.00	\$10,500.00	\$10,500.00	1.81	\$19,005.00	0.81	1
MPLSInstallation Services Total						\$49,376.00	\$23,572.50	\$25,803.50
OPTIONAL MPLSINTEGRATION SERVICES								
3HE02941AA	Network Design, configs - IP/MPLS (provide cor	\$13,200.00	\$13,200.00	\$13,200.00	0.51	\$6,732.00	0.255	0.255
					0	\$0.00	0	0
OPTIONAL MPLS Services Total						\$6,732.00	\$3,366.00	\$3,366.00

NOTE: 5620-SAM network management system requires a HP Server with Linux OS.
Customer must provide the HP server platform with Linux operating system.
NOKIA will provide recommended server sizing and Linux release level required.



Customer: Saratoga County, NY
Project: Saratoga PD to Stillwater

601 Data Drive
Plano, TX 75075

Date: May 22, 2018
5620SAM: No
AES: Yes
SSP: Yes
Years: 5

Part Number	Description	Product Type	Quantity /Units	System Line Item Extended	Year 1	Year 2	Year 3	Year 4	Year 5
Part Category									
301013231	TECH SUPPORT - Gold (with 5620SAM)	SARw/SAM							
301013231	TECH SUPPORT - Gold (with out 5620SAM)	SAR	2	\$2,733.75	\$2,733.75	\$2,733.75	\$2,733.75	\$2,733.75	\$2,733.75
301048468	ANNUAL RES - Return for repair	SAR	2	\$2,812.50 warranty	\$2,812.50	\$2,812.50	\$2,812.50	\$2,812.50	\$2,812.50
301048450	ANNUAL AES - Advance Exchange	SAR	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
3HE05610AB	Annual Nodal SSP	SAR	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
HARDWARE TOTAL					\$5,546.25	\$5,467.50	\$11,092.50	\$11,092.50	\$11,092.50



601 Data Drive
Plano, TX 75075

Customer: Saratoga County, NY
Project: Saratoga PD to Stillwater

MSS/SSP	Qty
MSS-8	0
MSS-4	0
MSS-1	0
MSS-O	0
MPPe OS	0

Date: May 22, 2018
Paths: 1
SSP: 0
Years: 5

Part Number	Description	Product Type	Quantity/ Units	System Line Item Extended	Year 1	Year 2	Year 3	Year 4	Year 5
<u>Part Category</u>									
301090767	Technical Support Gold - 9500MPR MW Radio 7x24x365	ALL WT	1	\$1,100.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00
301090775	Standard Repair 45 days - 9500MPR MW Radio Annual rate after warranty per hop	9500 MPR	1	\$4,020.00	warranty	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00
MAINTENANCE TOTAL					\$5,120.00	\$220.00	\$1,225.00	\$1,225.00	\$1,225.00



MEMORANDUM

To: Al Alexander
cc: Andre Brown
From: Samuel Lozano
File
Date: October 27, 2016
Ref: Preliminary Path Design for Saratoga County NY; 9500MPR MW Upgrade

Attached please find a preliminary path design for the path between Saratoga PD and Stillwater. This design uses the 9500MPR HC series radio in the 11 GHz band with the configurations you requested.

Preliminary path study guidelines:

- 1. Site coordinates are inputs from the customer. The site coordinates were provided using the North American Datum of 1983 (NAD83).
- 2. The antenna centerlines were selected by Nokia.
- 3. Ground elevations at each site and along the path profile were taken from the USGS 30 meter terrain database.
- 4. The assumed tree height is 70 ft plus 10 ft for future growth.
- 5. Paths were designed for an average propagation area.
- 6. Waveguide lengths were assumed to be centerlines plus thirty feet for sites with a tower, and 50 ft long for the roof top installation at Saratoga PD.
- 7. The minimum recommended path clearance is 60% of the 1st Fresnel zone @ K=1.
- 8. Paths were designed to meet a 2-way yearly availability of 99.999%, using the 10⁻⁶ bit error rate threshold.

Nokia strongly recommends that a field survey be performed to verify site coordinates, path clearances and obstruction heights, for new or existing paths.

Attached is a copy of our 'Microwave Path Engineering Warranty' which is to be included with the transmittals of feasibility studies, proposals and/or final designs and frequency coordination.

If you have any questions, please contact me at 972-477-9394.

Samuel Lozano

972-477-9394



Microwave System Feasibility Report

Saratoga County NY; Preliminary path design 9500MPR HC 6 GHz

This report is intended to discover the feasibility of constructing a microwave system to meet the customer's needs as outlined to Nokia. It is based on customer supplied data unless noted otherwise. This information should be used solely to determine if a more formal engineering effort is worthwhile.

No equipment orders, site work, tower structural analysis, frequency coordination or similar activity should be based on this document.

This document was prepared by: Samuel Lozano
Network Planning Engineer
Samuel.Lozano@Nokia.com
(972) 477-9394

Nokia
Wireless Transmission Engineering
601 Data Drive
Plano, Texas, 75075

PROPRIETARY NOTICE: This document is the result of technical investigations made by the engineering staff of Nokia. The disclosure of the information herein may pertain to proprietary rights, and the furnishing of this document does not constitute an expressed or implied license to use such materials.

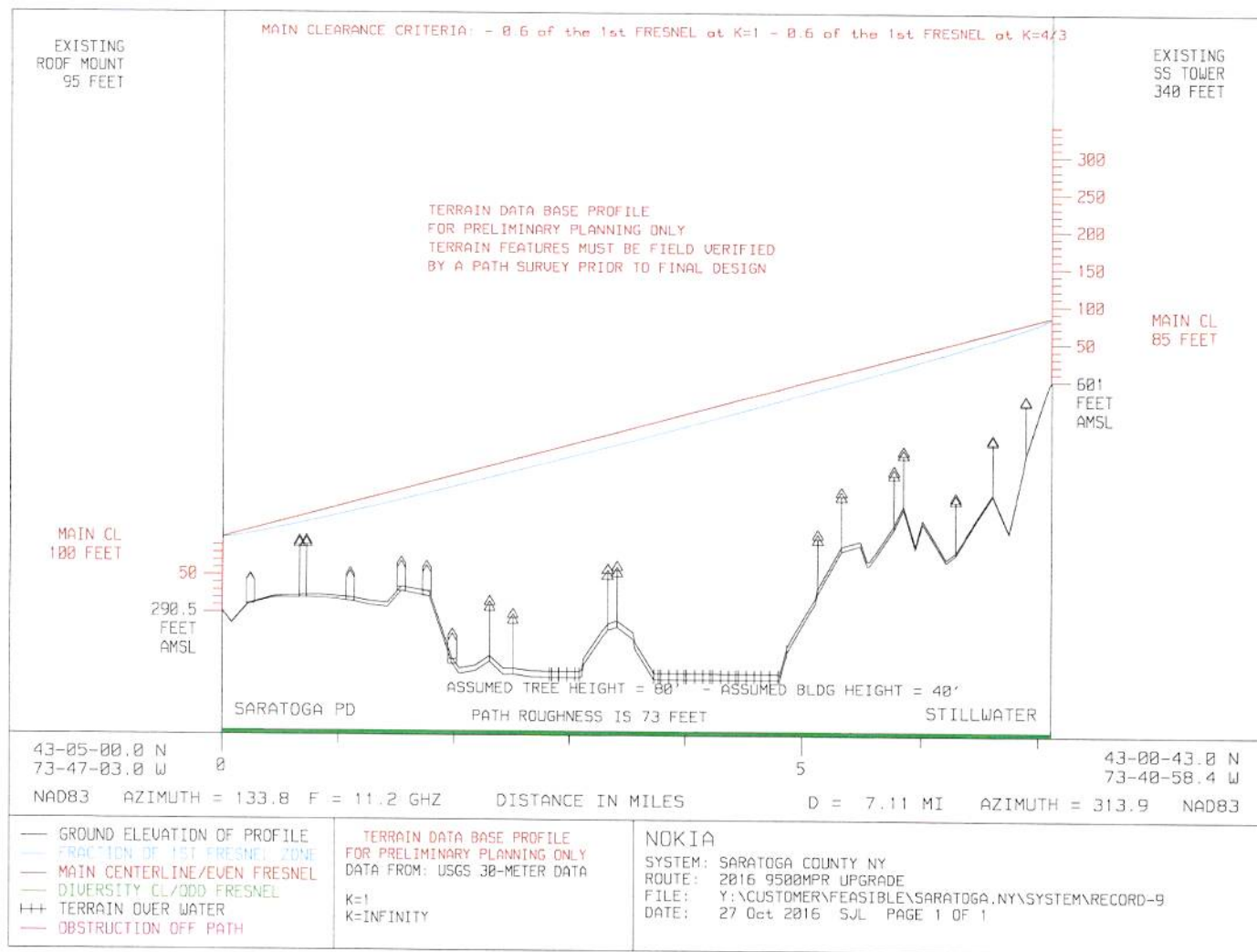
STATION NAME	LATITUDE	LONGITUDE	DATUM
1 SARATOGA PD	N 43 05 08.0	W 73 47 03.0	NAD83
2 STILLWATER	N 43 00 43.0	W 73 40 58.4	NAD83

N
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///

7.1 MI

0 1 2 3 MILES

NOKIA
SARATOGA COUNTY NY
2016 9500MPR UPGRADE
Y:\CUSTOMER\FEASIBLE\SARATOGA.NY\SYSTEM\RECORD-2
19 Oct 2016 SJL



SYSTEM: SARATOGA COUNTY NY
 ROUTE: 2016 9500MPR UPGRADE
 FILE: Y:\CUSTOMER\FEASIBLE\SARATOGA.NY\SYSTEM\RECORD-2
 REF: RAIN CURVE 168 - ALBANY NEW YORK USA

Nokia Feasibility		SARATOGA PD	STILLWATER
SAMUEL LOZANO		NAD83 43 05 09.0 N 73 47 03.0 W	NAD83 43 06 43.0 N 73 40 58.4 W
GROUND ELEVATION	Feet	290.5	601.0
MAIN ANTENNA TYPE		SC3-W100AMPT	SC3-W100AC
MAIN ANTENNA SIZE	Feet	3.0	3.0
MAIN ANTENNA GAIN	dBi	38.6	38.6
MAIN RADOME LOSS	dB	0.0 PLASTIC	0.0 PLASTIC
MAIN CENTERLINE	Feet	100.0	85.0
MAIN FEEDER LENGTH	Feet	0.0	160.0
MAIN FEED LOSS IN dB/100	Feet	0.0	2.8 8-105
MAIN FEEDER LOSS	dB	0.0	4.4
PROTECT CHANNEL LOSS	dB	6.0	6.0
OTHER FEEDER LOSSES	dB	.9	.9
OTHER TRANSMIT LOSSES	dB	1.5	1.5
OTHER RECEIVE LOSSES	dB	1.5	1.5
CALCULATED EIRP	dBm	57.2	52.8
MAXIMUM EIRP (PART 101)	dBm	85.0	85.0
RADIO EQUIPMENT TYPE		95MPR11-C128F10-52	
RADIO IDENTIFIER		95MPR11-C128F10-52	
FREQUENCY BAND	MHz	11200	10MOD7W
PATH LENGTH	Miles	7.1	
MEAN ANNUAL TEMPERATURE	Deg F	45.0	
ABSOLUTE HUMIDITY	g/m^3	13.2	
CLIMATE FACTOR		1.0	
ROUGHNESS FACTOR	Feet	73.0	
POLARIZATION		VERTICAL	
FREE SPACE LOSS	dB	134.6	
ABSORPTION LOSS	dB	.3	
DISPERSIVE FADE MARGIN	dB	58.0	
TRANSMIT POWER	dBm	21.0	HOT-STANDBY
ATPC POWER REDUCTION	dB	0.0	
MAXIMUM RECEIVED SIGNAL	dBm	-20.0	
RECEIVER THRESHOLD	dBm	-75.5	BER= 10^-6
MAIN RECEIVED SIGNAL	dBm	-45.9	-45.9
THERMAL FADE MARGIN	dB	29.6	29.6
MINIMUM FADE MARGIN	dB	24.0	24.0
EXTERNAL INTERFERENCE FM	dB	N/A	N/A
FLAT FADE MARGIN	dB	29.6	29.6

SYSTEM: SARATOGA COUNTY NY
 ROUTE: 2016 9500MPR UPGRADE
 FILE: Y:\CUSTOMER\FEASISLE\SARATOGA.NY\SYSTEM\RECORD-2
 REF: RAIN CURVE 166 - ALBANY NEW YORK USA

Nokia	Feasibility		SARATOGA PD		STILLWATER
SAMUEL LOZANO			NAD83 43 05 00.0 N		NAD83 43 00 43.0 N
			73 47 03.0 W		73 40 56.4 W
SPACE DIV IMPROVE FACTOR	THERMAL	1.0			1.0
MULTIPATH OUTAGE SECONDS	THERMAL	48.1			48.1
SPACE DIV IMPROVE FACTOR	DIGITAL	1.0			1.0
MULTIPATH OUTAGE SECONDS	DIGITAL	.1			.1
TOTAL MULTIPATH	2-WAY	seconds		96.3	
UPFADE OUTAGE	2-WAY	seconds		0.0	
CRANE RAIN OUTAGE	2-WAY	seconds		59.4	
PATH AVAILABILITY	2-WAY	percent	99.9995063	155.7 sec	
OUTAGE OBJECTIVE	YEAR	percent	99.9990000	315.4 sec	

- PRELIMINARY PATH DESIGN BASED ON TERRAIN DATA BASE
- CALCULATIONS VALID ONLY IF PATH HAS ADEQUATE CLEARANCE



MICROWAVE PATH ENGINEERING WARRANTY

FEASIBILITY STUDIES

Nokia provides feasibility studies of microwave radio paths in support of bidding efforts or when purchased by the Customer. Feasibility studies are performed using information provided by or on behalf of the Customer. Results of the feasibility study are provided to the Customer and may include (i) a system map, (ii) a path profile, (iii) path performance calculations, and (iv) a technical report.

Feasibility studies are preliminary in nature and are not intended to represent a final design. Therefore no representations, warranty or guarantee is implied or provided. Customer agrees to assume all risks associated with installing any equipment based on spiderweb maps, preliminary network and system maps, preliminary path profiles (including antenna size and location), path calculations (estimated performance), Google Earth, and topology studies normally presented with a feasibility study.

PATH SURVEYS (DETAILED SURVEY WITH REPORT)

Nokia offers detailed path surveying services to determine or verify site coordinates, site access, location, ground elevation, on-path obstruction location and height, tower information, proposed antenna centerline information, and other parameters required to engineer and implement a microwave radio link. The present and anticipated future effect of observable on-path obstructions, such as vegetation and buildings, are also evaluated and incorporated into the path design where applicable. Where appropriate, roof top access may be utilized in the survey effort. Existing towers are not climbed as a part of this activity.

The results of the path survey are documented and presented in a formal survey report or technical report, as required, to the Customer. Some items performed and included in a formal survey report may include: site location map, site topographic map, access information, site plot plans, existing tower elevation profile, site photographs, site and path observations, path terrain feature descriptions, critical point data, engineering notes, path profiles, and proposed performance calculations.

For detailed Path Surveys, Nokia warrants that geodetic coordinates are accurate to within ± 1 second of latitude, ± 1 second of longitude, ground elevations are accurate to within ± 1 meter, and that heights of identified on-path obstructions at critical points are accurate to within 5-feet. Nokia warrants only the actual paths surveyed.

LINE OF SIGHT SURVEYS (LOS - CLEARANCE VERIFICATION)

Nokia offers a simplified microwave path survey service (from that described above) to determine "line of sight" (LOS) and adequate clearance conditions exist for a planned microwave link. This survey approach is best suited for urban and suburban environments. It can include driving the path as done in a traditional path survey, flashing the path, mirrors, or binoculars methodology. The line of sight survey may also ascertain site coordinates, site access and location, ground elevation, on-path obstruction location and height, tower information, proposed antenna centerline information, and other basic parameters required to

evaluate and design a microwave radio link. The present and anticipated future effect of observable onpath obstructions, such as existing vegetation and existing buildings, are evaluated and incorporated into the path design where applicable and appropriate. Where appropriate, roof top access may be utilized in the survey effort. Existing towers are not climbed as a part of this activity.

For line of sight (LOS) surveys, Nokia warrants that geodetic coordinates are accurate to within +/- 1-second of latitude, +/- 1-second of longitude, and ground elevations are accurate to within +/- 1 meter. Nokia warrants only the actual paths surveyed.

PATH DESIGN

Nokia offers path design services. Path design services are based on formal field survey data gathered by Nokia path surveyors and is warranted. Path designs include profiling a path to determine antenna centerline requirements, and path calculations to determine the antenna and radio types necessary to meet the Customer's microwave link performance and availability objectives. Recommended antenna centerlines are determined for a range of K-factors expected to occur during an average year and by the Fresnel zone clearance criteria stipulated by Bell Laboratories. For areas where poor propagation conditions are known to exist, paths are assessed for susceptibility to obstruction fading outages using the Bell Laboratories Obstruction Fading (OBSFAD) model. Additionally, paths are analyzed for ground-based reflections.

Microwave link availability (path availability) is evaluated using current North American industry accepted models for predicting outage times and diversity improvement factors associated with normal atmospheric, multipath fading (flat and dispersive), rain fading, and obstruction fading. Every effort is made by Nokia to anticipate the probable occurrence of abnormal propagation conditions based on historical documentation, experience, geographical location, and field survey data.

The final path design documentation will include one or more of the following, depending on the services purchased by the Customer: (i) a system map, (ii) a final path profile, (iii) final path performance calculations, and (iv) a technical report.

If a radio path using Nokia equipment is installed based on Nokia's recommended path design, then Nokia warrants the radio path calculations shall conform to the Customer's availability objective for normal atmospheric multipath fading. Nokia will not be held responsible for excessive outages or degraded performance due to abnormal fading conditions. Abnormal fading conditions include, but are not limited to:

Formation of extreme radio refractivity gradients associated with:

- ☐ Exceptionally large temperature inversions
- ☐ Abnormal temperature/humidity layers
- ☐ Fog formation
- ☐ Signal trapping caused by surface or atmospheric ducting

Reflections from unusual or unidentifiable on-path or off-path terrain features, physical structures, or atmospheric layers.

Rain fading due to rainfall rates that are in excess of the published rates or charts used to predict rain induced outages.

If Nokia suspects that abnormal propagation conditions are the cause of degraded system performance, Nokia will assist the Customer in verifying the conditions leading to the degraded system performance. After the problem has been identified, Nokia will support the Customer in identifying possible solutions to the problem and assess the incremental improvement expected from corrective actions. Any implementation of corrective action to remedy this type of problem shall be the sole responsibility of the Customer.

FREQUENCY PLANNING

Nokia offers frequency planning services including frequency selection, prior coordination process, interference case resolution, and FCC license application documentation preparation and submittal. Nokia warrants that the interference studies will be conducted using industry-accepted North American methods, hardware, software and algorithms; and that the frequency database will be maintained as accurately as possible at the time of the study. Nokia will not be held responsible for interference cases that arise due to errors or omissions in the database. Upon completion of the frequency planning services, some or all of the following documentation is provided to the Customer:

- Prior Coordination Notice
- Frequency Coordination Data Sheet
- Supplemental Showing pursuant to FCC Rules Part 101.103(d)
- Completed FCC Form 601 License Application and Preparation

In the event harmful frequency interference is detected during the implementation of a microwave line in which Nokia provided the frequency planning services, Nokia's total liability is limited to selection of an alternate frequency or frequencies. Should harmful interference occur after the microwave link is deemed operational and accepted, corrective action is the sole responsibility of the Customer.

WARRANTY

Nokia warrants its path surveys and path designs to be substantially free of engineering defects and errors for a period of 12 months from the date of delivery of the study to the Customer. Nokia warrants its line of sight surveys to be substantially free of engineering defects and errors for a period of 6 months from the date of delivery of the study to the Customer. Nokia warrants its frequency planning and Form 601 License Application preparation to be substantially free of engineering defects and errors for a period of 6 months from the date the path was prior coordinated. Except as further limited above, in the event of a proven breach of warranty, the Customer's sole remedy under this warranty shall be that Nokia will provide the incremental labor and material beyond what would have been required during initial installation to correct for the particular error in the path survey or path design. In no case shall Nokia be held liable for any indirect damages including but not limited to incidental, consequential or loss of capital, data, revenue or profit. In the event that such error is not solely and directly related to Nokia's path engineering efforts, expenses for such labor and material shall be borne by the Customer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2018

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).

PRODUCER Conover Beyer Associates 2600 Highway 35 Manasquan NJ 08736		CONTACT NAME: Lisa Sullivan PHONE (A/C, No, Ext): (732) 223-9700 FAX (A/C, No): (732) 223-6044 E-MAIL ADDRESS: lisullivan@conoverbeyer.com	
INSURED Lightspeed Technologies Inc. 1829 Celeste Drive Building 1 Wall NJ 07719		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Ins. Company INSURER B: Hartford Underwriters Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19682 10456	

COVERAGES

CERTIFICATE NUMBER: REV MSTR 17-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	13SBANW7863	6/16/2017	6/16/2018	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		13SBANW7863	6/16/2017	6/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/Non-owned Auto \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		13SBANW7863	6/16/2017	6/16/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	13WECPM7626	10/4/2017	10/4/2018	PER STATUTE 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)

City of Saratoga Springs is included as additional insured with respect to General Liability for work performed by the named insured per written contract. Insurance is on a Primary and Non-Contributory Basis. This Certificate supercedes the one previously issued on 6/1/18

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

Warren Beyer/LISAS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2018

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).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500	CONTACT NAME: PHONE: FAX: A/C, No, Ext: E-MAIL: ADDRESS:
INSURED Nokia of America Corporation 600 Mountain Avenue Murray Hill, NJ 07974	INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
Mike Denike 060118	NAIC # 24554

COVERAGES **CERTIFICATE NUMBER:** NYC-010297157-04 **REVISION NUMBER:** 7

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <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 \$ OTHER \$
	AUTOMOBILE LIABILITY <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) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Tech-E&O/Cyber		MTP9033460 02	04/30/2018	04/30/2019	Per Claim: 10,000,000 Aggregate: 10,000,000

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 where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER

City of Saratoga Springs
Office of Risk and Safety
474 Broadway
Saratoga Springs, NY 12866

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Denise Cavolo

Denise Cavolo

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City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: **RADIO TOWER PROJECT NYS OGS Contract # PM67989**
City Department: **PUBLIC SAFETY** Department Contact Person: **JOHN CATONE, ASST. CHIEF OF POLICE** City Ext. **3501**
Company Name: **LIGHTSPEED TECHNOLOGIES INC**
Company Address: **1829 CELESTE DRIVE, BUILDING 1, WALL, NJ 07719**
Company Telephone No.: **732-556-0086** Company Fax No.: **732-782-0305**
Vendor and/or Service Provider Primary Contact: **JOHN C. BRANNON** Title: _____
Primary Contact Email: **jcbrannon@lightspeedt.com**
Service to be Provided: **MICROWAVE RADIO & IP/MPLS 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 **Microwave Radio & IP/MPLS Equipment**, the Vendor and/or Service Provider submitted proposals dated **May 23, 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 November 1, 2018. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/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 \$126,393.25, 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 Assistant Police Chief 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 C. Brannon**. 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: **John C. Brannon, Lightspeed Technologies, Inc.**
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

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

8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor, its subcontractors and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor, its subcontractors and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor, its subcontractors 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, its subcontractors 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, its subcontractors 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, its subcontractors 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, its subcontractors 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:** Two Million Dollars per Occurrence Aggregate;
- **Technology Errors and Omissions Insurance:** One Million per Claim 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, its subcontractors 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:** Vendor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the The City of Saratoga Springs from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise or result from this Contract, without limitation; provided, however, that the Vendor shall not be obligated to indemnify an The City of Saratoga Springs to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the The City of Saratoga Springs.
11. **Limitation of Liability:** Subject to Appendix B of OGS Contract PM67989, Section 63, Vendor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (1) an amount equal to two (2) times the charges specified in the

Purchase Order for the Products and services, or parts thereof forming the basis of the The City of Saratoga Springs' claim or (ii) one million dollars (\$1,000,000), whichever is greater.

12. **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.
13. **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.
14. **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.

15. **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.
16. **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.
17. **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.
18. **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).

19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and 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.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster, strikes or similar labor disturbances, industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: _____

Date: _____

Print Name: _____

Title: _____

City of Saratoga Springs' Signature: _____

Date: _____

Print Name: Meg Kelly

Title: Mayor

City Council Approval Date: _____

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARATOGA SPRINGS CITY SCHOOL DISTRICT AND
THE SARATOGA SPRINGS CITY**

This agreement, made and entered into this 14th day of 2018 by and between the School Board of Saratoga Springs City School District, Saratoga Springs, New York (hereinafter "School Board") and the City of Saratoga Springs (hereinafter "City").

WITNESSETH:

- A. The School Board and the City desire to provide law enforcement and related services at the High School of Saratoga Springs, New York; and
- B. A School Resource Officer Program has been established for the public school system of Saratoga Springs, New York; and
- C. The School Board and the City recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Saratoga Springs, New York, and particularly the students of the public school system of Saratoga Springs, New York; and
- D. It is in the best interests of the School Board, the City, and the citizens of Saratoga Springs to continue this program.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the School Board and the City hereby agree as follows:

ARTICLE I

A School Resource Officer Program is hereby continued in the public school system of Saratoga Springs, New York for the 2018-2019 school year. Said 2018-2019 program will last until July 15, 2019.

ARTICLE II

The City shall provide a School Resource Officer (hereinafter "SRO") as follows:

- A. The Chief of Police shall assign one employed member of the Saratoga Springs Police Department to the Saratoga Springs High School (hereinafter "School") to serve as SRO.
- B. Duty Hours of the School Resource Officer:
 - 1. The SRO shall be assigned to the School on a full-time basis and during those hours that the School is in regular session. He/she will be on duty on campus from 7:30 a.m. – 3:30 p.m., each school day. During his/her daily tour of duty, the SRO may be off campus performing such tasks as may be required by his/her assignments.

The Chief of Police may temporarily reassign the SRO during school holidays and vacations, and/or during periods of police emergency.

2. Regular working hours may be adjusted on a situational basis with the SRO's supervisor. These adjustments shall be approved in advance and should be scheduled to cover school related activity requiring the presence of the SRO.

The SRO will be off campus for training required by the City and for training that is mandated by state law.

C. Compensation for the School Resource Officer:

1. The SRO shall at all times be compensated at the rate he/she is entitled to be paid as a police officer under any collective bargaining agreement or agreements between Police Officers and the City of Saratoga Springs.
2. The School Board agrees to contribute sixty-five percent (65%) of the regular monetary compensation referred to in paragraph C-1 above. The City shall remain responsible for thirty-five percent (35%) of that regular monetary compensation.
3. The City shall remain responsible for any non-monetary compensation due as payable to the SRO under any collective bargaining agreement or agreements, including but not limited to benefits, insurance, and clothing allowance.
4. Overtime compensation for the SRO shall be scheduled by written request of the School District and shall be subject to prior authorization and prior approval by the Chief of Police in accordance with the Department's established Overtime procedures. The School District agrees to pay all overtime compensation, in full, for the SRO.
5. The City shall inform the School Board of any changes in Collective Bargaining Agreements that affect the SRO's rate of pay and/or the SRO's overtime rate of pay.

D. Duties of School Resource Officer:

1. Instructional responsibility of the SRO at the School:
 - a. The SRO shall act as an instructor for specialized, short-term programs at the School, when invited to do so by the Principal or member of the faculty with Principal approval.
 - b. The School Resource Officer shall make available to the School faculty and students a variety of law related presentations.

2. Additional duties and responsibilities of SRO:

- a. The SRO shall coordinate all of his/her activities with the Principal and staff member concerned and will seek permission, advice, and guidance prior to undertaking any program within the school.
- b. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of New York State laws, the role of the police officer and the police mission.
- c. The SRO shall encourage individual and small group discussions with students, based upon material presented in class, to further establish rapport with the students.
- d. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems related to law enforcement or crime prevention.
- e. The SRO shall become familiar with all community agencies which offer assistance to youths and their families including but not limited to: mental health clinics, drug treatment centers, etc. The SRO shall inform students and families regarding the existence and programs of such agencies, thereby acting as a resource person to the students, faculty and staff of the school.
- f. The SRO shall assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus or during school sponsored events.
- g. Should it become necessary to conduct formal police activities with the students, the SRO shall adhere to School Board policy, police policy, and legal requirements with regard to such activities, including but not limited to, investigation and interviews, and searches/seizures.
- h. The SRO shall take law enforcement action as required. Except in an emergency situation, the SRO shall obtain the consent of the Principal of the School prior to taking such action. At the Principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the School, and related School functions. Except in an emergency situation, the SRO shall notify the Principal before requesting additional police assistance on campus.
- i. The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall make them available to the Principal and Superintendent.
- j. The SRO shall not act as a school disciplinarian. However, if a violation of the law occurs, the Principal must contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO will not be assigned to carry out non-instructional bargaining unit work. In fulfilling the duties under this contract, the SRO will be present to oversee student activities in the lunch room, at transition times in the hallways, and before and after school as the buses are arriving and departing.

ARTICLE III
Rights and Duties of the School Board

The School Board shall provide to the full-time SRO at the School the following materials, and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which office shall contain a telephone that may be used for general business purposes,
- B. A location for files and records which can be properly locked and secured,
- C. A desk with drawers, a chair, work table, filing cabinet, and office supplies, and
- D. Access to a computer and/or secretarial assistance.

ARTICLE IV
Employment Status of School Resource Officer

The School Resource Officer shall remain an employee of the City and shall not be an employee of the Saratoga Springs City School District. The School Board and the Chief of Police acknowledge that the School Resource Officer shall remain within the chain of command of the Saratoga Springs City.

ARTICLE V
Dismissal of School Resource Officer, Replacement

- A. In the event the Principal of the School feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend, in writing, to the Superintendent or his/her designee that the SRO be removed from the program and shall state the reasons therefore. Within a reasonable time after receiving the recommendation from the Principal, the Superintendent or his/her designee shall advise the Chief of Police or his/her designee of the principal's request.

The City shall make a final decision as to whether the SRO shall be removed from the program at the school, in which event a replacement shall be obtained.

- B. The Chief of Police may dismiss or reassign an SRO based upon Department Rules, Regulations and/or General Orders and when it is in the best interest of the people of Saratoga Springs, New York.
- C. In the event of the absence, dismissal, resignation or reassignment of an SRO, or in the case of long-term absences by an SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of any such absence, dismissal, resignation, or reassignment. As soon as practicable, the City with the advice of School District Personnel, shall recommend a permanent replacement for the SRO position.

ARTICLE VI
Indemnification

The School Board and the City agree that the School Board shall defend, indemnify and save harmless the City and the SRO in any and all situations where the SRO performs work and/or activities under this agreement.

ARTICLE VII
Termination of Agreement

This agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon 180 days written notice.

ARTICLE VIII
Notice

Any and all notices or any other communications, herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Michael Patton, Ed.D., Superintendent
Saratoga Springs City School District
3 Blue Streak Boulevard
Saratoga Springs, NY 12866

Chief Gregory Veitch Saratoga Springs City
5 Lake Avenue
Saratoga Springs, NY 12866

ARTICLE IX
Good Faith

The School Board, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiations between the Superintendent and the Chief of Police, or their designees.

ARTICLE X
Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the Party to be charged.

ARTICLE XI
Non- Assignment


This Agreement, and each and every covenant herein, shall not be assigned, unless the prior written consent of the School Board and the City is obtained.

ARTICLE XII
Time of Payment

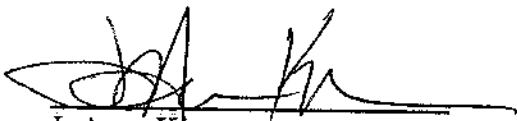
The School Board will make all payments due under this Agreement no later than July 15, 2019.

Signed, sealed and delivered in the presence of:

THE SCHOOL BOARD OF THE SARATOGA SPRINGS CITY SCHOOL DISTRICT



Michael Patton, Ed.D.
Superintendent of Schools



JoAnne Klernan
President, Board of Education

THE CITY OF SARATOGA SPRINGS

Meg Kelly, Mayor
Per Council Approval _____

AN ORDINANCE TO AMEND ~~CHAPTER~~CHAPTER 215 OF THE CODE
OF THE CITY OF SARATOGA SPRINGS, NEW YORK, ENTITLED
"TAXICABS"

BE IT ORDAINED by the City Council of the City of Saratoga Springs, New York, following a public hearing as follows:

SECTION 1. The present ~~Chapter~~Chapter 215, Article I, of the Code of the City of Saratoga Springs, New York, entitled "Taxicabs – General Regulations" is hereby repealed in its entirety.

SECTION 2. A new ~~Chapter~~Chapter 215, Article I of the Code of the City of Saratoga Springs, New York, entitled "Taxicabs – General Regulations" is hereby enacted to read:

ARTICLE I

GENERAL REGULATIONS

215-1 DEFINITIONS

Driver – Any person who engages in the business of driving a Taxicab, whether such person is the Owner, an employee, or an independent contractor.

Hack License – A license given to an individual who meets the United States Residency, New York State Department of Motor Vehicle Licensing, New York State Department of Financial Services, New York State Tax and Finance, and Municipality's criteria for the privilege of driving a taxicab in the State of New York. ~~Includes both Municipal and Unified Hack Licenses.~~

LENS – The New York State License Event Notification System used to monitor the driving records of any person applying and holding a Hack License or Owners License.

Medicaid Taxis (Medicabs): Taxi vehicles for the use of Medicaid transportation are defined per New York State Department of Motor Vehicle and Traffic Law (VTL) Article 1, § 148-a. as every motor vehicle, other than a bus, used in the business of transporting passengers for compensation, and operated in such business under a license or permit issued by a local authority. However, it shall not include vehicles which are rented or leased without a driver.

Medallion – A decal distributed by or on behalf of the Municipality, prominently placed on a vehicle used for hire that signifies it is licensed to do business as a Taxicab in the ~~community in which it is operating~~Municipality. ~~Includes both Municipal and Unified Medallions.~~

Municipality – The City of Saratoga Springs, New York.

Operate a Taxicab – Includes Taxicab service that is conducted within the corporate limits of the Municipality.

Owner – Any person or corporation owning or having control of the use of one or more Taxicabs used for hire upon the streets of the Municipality or engaged in the business of Operating a Taxicab.

Owner's License – A license issued to a person and/or corporation owning, operating or having control of one or more Taxicabs used for hire upon the streets of the Municipality that meets all of the criteria established for that license including criteria established for that license ~~including criteria established~~ by New York State Department of Motor Vehicles, the New York State Department of Financial Services and New York State Tax and Finance criteria. ~~Includes both Municipal and Unified Owner's Licenses.~~

~~**Participating Municipality** – Any municipality that is a signatory to the Unified License Memorandum of Understanding.~~

Person – Any individual, corporation, partnership or other legal entity filing for a Taxicab Owner's License or Taxicab Medallion.

Taxicab – Includes any motor vehicle of a type that the General Municipal Law §181 or relevant municipal law permits a municipality to regulate, that is engaged in the service of transporting passengers(s) for hire, when such service is available to the general public on a prearranged or demand-response basis over a non-specified or irregular route with the point or points of pickup and discharge determined by the passenger.

Taximeter – An instrument or computer application that automatically calculates the fare charged to a traveler utilizing the service of a Taxicab.

~~**Unified License Memorandum of Understanding** – The inter-municipal agreement among Participating Municipalities regarding Unified Licenses and Medallions.~~

~~**Unified Hack License** – A Hack License authorizing the Driver to Operate a Taxicab in all Participating Municipalities.~~

~~**Unified Owner's License** – An Owners License valid in all Participating Municipalities.~~

215-2 LICENSING

a. Requirement – Licenses needed to operate

No Taxicab shall be operated within the Municipality without first having obtained a Medallion and being operated pursuant to a validly issued Owner's License. No Person shall operate a Taxicab within the Municipality without first having obtained a Hack License and be in the possession of a valid New York State Department of Motor Vehicles Class E or ~~CLD~~CDL license which is neither expired, revoked, suspended, or has any conditionality attached to it by the NYS Department of Motor Vehicles which would prohibit said Driver from safely driving or operating a Taxicab.

b. Owner's License

Each application for a Taxicab Owner's License shall be signed and shall be made upon the appropriate ~~Common Taxicab Owner's License Application Form~~ forms. Said application shall contain the following information:

- I. The name, date of birth, and residence of the Person applying for the license. In the event the applicant is a partnership or operating under an assumed name, a certified copy of the certificate of partnership or assumed name must be provided at the time of the application. In the event that the applicant is a corporation, the names and addresses of all corporate officers and stockholders must be provided at the time of application.
- II. The number of Taxicabs for which the application is being made, stating the ownership, make, type, year of manufacture, vehicle identification number, and passenger seating capacity for each of the vehicles to be licensed under the application.
- IV. A copy of the Certificate of Insurance with the City as Certificate Holder showing the year, make, model and vehicle identification number and coverage for each Taxicab vehicle licensed under the application, as evidence that the Taxicab is covered by NYS admitted insurer commercial automobile insurance including Bodily Injury and Uninsured Motorist Coverage in a minimum amount of One Hundred Thousand Dollars (\$100,000) per person with a Three Hundred Thousand Dollar (\$300,000) aggregate, and verification of registration for each vehicle for use as a Taxicab by the New York State Department of Motor Vehicles AND NYS Statutory Workers Compensation and Employer's Liability and Disability Insurance or waiver of same from the NYS Workers Compensation Bureau as may be required per NYS Law. Failure to secure compensation for the benefit of, and keep insured during the life of this license, employees required in compliance with the provisions of Workers' Compensation Law shall make this license void and of no effect.
- V. Whether the applicant has been convicted of or pled guilty to any crimes, and if so, the crime(s) along with the date(s) and jurisdiction(s) of conviction.

- VI. Whether the applicant is or has been previously licensed as a Taxicab Owner or Operator and, if so, in what jurisdiction(s).
- VII. Whether the applicant currently holds or was the former holder of a Taxicab Owner's or Operator's License which has been expired, revoked or suspended and, if so, for what reason, giving the name of the issuing municipality and the dates and reasons for the expiration, revocation and/or suspension.
- VIII. As a condition to the issuance of a Taxicab Owner's License, the applicant agrees to require all Drivers of the Owner's Taxicabs obtain Hack Licenses, maintain a Valid NYS Driver's License of Class E or CDL which is neither expired, revoked, suspended, or ~~has~~ has any conditionality attached to it by the NYS Department of Motor Vehicles which would prohibit said Driver from safely driving or operating a Taxicab, and to register with and be subject to the New York State LENS program, and further agrees that the Municipality (or designee) shall have the authority to communicate with and receive reports relating to the New York State LENS program.
- IX. All Persons applying for a Taxicab Owner's License agree to fully investigate and resolve complaints regarding Taxicabs operated pursuant to the Owner's License, and shall remediate all complaints and issues in a timely manner.
- X. All Persons applying for a Taxicab Owner's License shall agree to equip each Taxicab with a Taximeter or equivalent metering application, and shall accept ~~customer~~ passenger payment in cash and/or by credit/debit card.
- X. ~~Medicabs must adhere to Medicaid enrollment and shall not supplant the Municipality's regulations under this Chapter. Title 18 NYCRR §505.10(e)(6) indicates that providers must, regardless of Medicaid enrollment status, comply with applicable federal, state and local regulatory requirements. For ambulette, taxi and livery companies, this includes licensure by the Municipality. Failure to comply with this Chapter may result in termination from Medicaid enrollment, as well as action by the local regulatory entity.~~

c. Medallions Required

Each Taxicab Operated within the Municipality shall require a Medallion, which shall be prominently displayed on each licensed Taxicab at all times. The application for a Medallion shall be made upon the ~~Common Medallion Application Form~~ appropriate forms, and must include the following information:

- I. The Owner's License pursuant to which the Taxicabs will be operated.
- II. ~~Whether the applicant is seeking Municipal or Unified Medallion(s).~~

- III. The specific Taxicab vehicles providing Year, Make, Model and Vehicle Identification Number of each vehicle for which the Medallions are being requested.
- IV. Details regarding the particular Taximeter installed on the Taxicab vehicles, or the details of the equivalent metering application the Owner proposes to utilize including make, model and serial number of the metering application and/or device as applicable.

d. Hack License Required

Each Driver of a Taxicab operating within the Municipality must have and be in possession of a current and validly issued Hack License. Applications for a Hack License or for renewal of a Hack License shall be signed and sworn to in person and shall be made upon the appropriate ~~Common Hack License Application Form~~ forms. The applicant shall:

- I. Be the holder of a duly valid New York State Driver's License of the appropriate class for operation of a Taxicab as prescribed by the New York State Department of Motor Vehicles, but not less than a valid New York State Class E Livery or CDL (Commercial Driver's License) which is neither expired, revoked, suspended, or has any conditionality attached to it by the NYS Department of Motor Vehicles which would prohibit said Driver from safely driving or operating a Taxicab.
- II. Be able to clearly communicate in the English Language.
- III. Agree to continually be neat and clean in dress and person and have no conditions that impair the ability to safely operate a Taxicab.
- IV. Meet the standards as embodied in Article 23-A of the Correction Law of the State of New York.
- V. Be at least eighteen (18) years of age.
- VI. Consent in writing to enrollment in the NYS LENS Program for the period his/her license is in effect as a Taxicab Driver.
- VII. Have fingerprints taken by the Municipality or designee in which the Medallion will be issued.
- VIII. Provide three (3~~2~~) recent un-retouched photographs, two (2) inches by two (2) inches, with no hat or sunglasses.
- IX. Provide the information requested on the Form, giving his/her full name, residence, places of residence for five (5) years previous to moving to his/her present address, age, height, color of eyes and hair, place of birth, United States Residency, places of previous employment, whether he or she has ever been convicted of a felony or misdemeanor and if so, the date and jurisdiction of same, whether he or she has been previously licensed as a

Taxicab Driver or chauffeur, and if so, whether his/her license has ever been revoked and/or suspended in which municipality, the year of the revocation and/or suspension, and for what cause.

- X. Have no physical or mental condition that would interfere with the safe operation of a Taxicab, and be free from the use of drugs (prescription or otherwise) that would interfere with the safe operation of a Taxicab.

215-3 APPLICATIONS/ISSUANCE

a. **Application for Licenses**

All applications for licenses issued pursuant to this ~~Chapter~~Chapter shall be made by the Applicant upon the appropriate Common Application forms, available online at www.cdta.org and at the Capital District Transportation Authority offices located at 85 Watervliet Avenue, Albany, NY, or such other location as may be designated by the Municipality www.saratoga-springs.org and in person at City Clerk's Office, City Hall, 474 Broadway, Saratoga Springs, NY. Application forms must be submitted in person at the aforementioned location during normal business hours.

b. **Common Application Forms and Requirements**

All license applications shall be made upon the appropriate ~~Common License Application Forms~~ forms, accompanied by all required information and applicable fees. Incomplete license applications will not be accepted.

- I. Owner's License – Applications for an Owner's License shall be made upon the ~~Common Owner's License Application Form~~ appropriate forms. The application must designate whether the applicant is seeking a Municipal or Unified Owner's License. The application shall be filled out in its entirety, and shall include the following:
 - 1. ~~Certificate of insurance as detailed in Section 215-2.b.IV; Proof of insurance covering the specific Taxicab vehicles to be used including year, make, model and vehicle identification numbers of all the vehicles to be covered under the Applicant's license;~~
 - 2. Company information, as requested on the application form; and
 - 3. A non-refundable Owner's License application fee, as specified herein.
- II. Medallion – Applications for Taxicab Vehicle Medallions shall be made upon the ~~Common Medallion Application Form~~ appropriate forms. The application must specify the particular vehicles including year, make, model and vehicle identification numbers of the vehicles to be covered under the Applicant's license and whether the applicant is seeking Municipal or Unified

~~Medallions.~~ The application shall be filled out in its entirety, and shall include the following:

- ~~1. Certificate of insurance as detailed in Section 215-2.b.IV; Proof of insurance covering the specific Taxicab vehicles for which Medallions are being requested including year, make, model and vehicle identification numbers of all the vehicles to be covered under the Applicant's license; AND~~
2. A non-refundable Medallion Fee for each Taxicab vehicle, as set forth in a fee schedule established by the municipality, as may be amended from time to time.

III. Hack License – Applications for Hack Licenses shall be made upon the ~~Common Hack License Application Form~~ appropriate forms. ~~The application must designate whether the applicant is seeking a Municipal or Unified Hack License.~~ The application shall be filled out in its entirety, and shall include all of the following:

1. Three (3) recent un-retouched photographs, two (2) inches by two (2) inches, with no hat or sunglasses.
2. The Impressions of the fingers of the applicant's right and left hands, for the purpose of obtaining criminal history records from the New York State Division of Criminal Justice Services, the impressions to be taken under the supervision of the Chief of Police or his/her designee. At the Municipality's discretion, fingerprints may be taken by ~~an~~ the Municipality's authorized business entity.
3. Authorization for a criminal history background check, the results of which are authorized to be transmitted to the Municipality ~~or the Capital District Transportation Authority;~~
4. The fee required by the New York State Division of Criminal Justice Services, as specified herein; and
5. A non-refundable Hack License application fee, in the amount set forth in a fee schedule established by the municipality, as may be amended from time to time ~~;~~
6. Authorization to register the Applicant with the New York State LENS program, including the applicant's New York State Driver's License information, and authorizing the receipt of reports relating to the Applicant's driver's license by the Municipality or designee; ~~AND~~
7. ~~A copy of a certificate of completion for a recognized defensive driving course, dated within the prior twelve (12) months.~~

c. Issuance or Denial of Licenses and Medallions

Completed applications will be forwarded to the Municipality's designated departments for their review. Applications for Unified Licenses and Medallions will be forwarded to each Participating Municipality.

- I. The Municipality may deny the issuance of a License or Medallion if the application is incomplete, if the applicant fails to meet the standards required for issuance of said License, or if the results of their investigation reveal a criminal history which, in their opinion, render the applicant unfit pursuant to Article 23-a of the New York State Corrections Law.
- II. ~~Unified Licenses and~~ Medallions shall not be issued unless and until approved by ~~each Participating the~~ Municipality.
- III. Upon satisfactory fulfillment of the requirements of this ~~Chapter~~Chapter, there shall be issued to the applicant a License which shall be in such form as designated by the Municipality.
- IV. Licenses may be issued on any day of the year, and shall be valid until the end of the calendar year, unless suspended or revoked prior to the end of the calendar year.
- V. All Taxicabs shall be inspected by the Municipality (or designee) prior to issuance of a Medallion

d. Renewal

Applications for renewal of Licenses and Medallions shall be submitted no later than forty-five (45) calendar days prior to expiration of the current License. Applications shall be submitted upon the appropriate ~~Common License Renewal Form~~ forms, filled out in its entirety, and shall be accompanied by the appropriate documentation and fees, as detailed on the Common License Renewal Form.

215-4 CONDUCT

a. Driver Code of Conduct

The following rules shall govern the conduct of all Taxicab Drivers operating pursuant to a Hack License issued by the Municipality:

- I. The Driver shall obey all applicable traffic laws and municipal local laws and ordinances.
- II. The Driver shall be courteous to passengers and comply with all reasonable requests of the passengers.
- III. The Driver shall be clean and neat in dress and person, physically and mentally fit to operate a Taxicab and free from the use of intoxicating substances.

- IV. The Driver shall keep the inside of his/her Taxicab in a clean and sanitary condition and shall ensure that all required postings are maintained and visible to passengers.
- V. The Driver shall keep the inside of his/her Taxicab free from smoke, and no one riding in the vehicle shall engage in smoking cigarettes, cigars, pipes, e-cigarettes or any other smoking paraphernalia.
- VI. The Driver shall take passengers to their destinations by the shortest reasonable route, unless requested otherwise.
- VII. The Driver shall not permit other people to occupy or ride in the Taxicab while ~~customer~~passengers are being transported.
- VIII. The Driver shall transport Service Animals.
- IX. The Driver shall disclose the applicable Taxicab rate, including any Fees or Tolls, to the passenger prior to the commencement of the trip, and shall utilize the Taximeter or approved equivalent metering application during the course of the trip. In the event the exact fare is unknown in advance, the Taxicab driver shall provide a reasonable estimate of the expected fare, and disclose the method of fare calculation.

b. Vehicle Requirements

Each Taxicab shall comply with the following:

- I. No Taxicab shall be older than ten (10) years old.
- II. All Taxicabs shall be clearly identified or marked on the exterior as follows:
 - 1. A light on the roof, with the legend "TAXI", to be lit at night.
 - 2. Functioning Taxicab "trouble lights" on the front and rear of the Taxicab.
 - 3. The Name of the company, owner or operator of the Taxicab, the phone number, and the company's hours of operation, displayed in a manner that is legible and visible from a reasonable distance.
 - 4. The unique identifying number of the particular Taxicab vehicle, marked on the sides and rear of the vehicle, displayed in a manner that is visible from a reasonable distance.
 - 5. The Taxicab Medallion, as directed by the Municipality.
- III. All Taxicabs shall display, in the interior of the Taxicab, and ~~in~~ a manner that is clearly visible to passengers, the following:
 - 1. The Owner's License and Medallion pursuant to which the Taxicab is being operated.
 - 2. The Hack License of the Taxicab Driver, with accompanying photo.
 - 3. The ~~Customer~~Passenger Bill of Rights.
 - 4. The Schedule of all applicable Fares, Rates and Fees.

~~5. The Customer Complaint statement.~~

c. Compliance with Rules

All Taxicab Owners and Taxicab Drivers shall be responsible for compliance with the provisions of this ~~Chapter~~Chapter and the law. Taxicab Owners and Taxicab Drivers shall be required to investigate and resolve any complaints or matters relating to the operation of Taxicabs in the Municipality.

d. Travel Log

All Taxicab Drivers and Taxicab Owners shall be responsible for maintaining records of all trips, including: time dispatched, date and time of the trip, the pick-up and drop off locations, the duration of the trip, the vehicle utilized for the trip, the number of passengers, and the fare charged. The trip record shall be maintained for a period of at least one (1) year, and shall be submitted to the Municipality for review upon request.

~~e. Accident Protocol~~

~~I. A motor vehicle accident report shall be immediately filed with the Municipality or its designee for any accident arising from or in connection with the operation of a Taxicab.~~

~~II. Taxicabs involved in accidents may be inspected at the discretion of the Municipality for safety and cleanliness prior to returning to service.~~

215-5 INSPECTION

- a. No Taxicab shall be included on an Owners' License, nor shall a Taxicab Medallion be issued, re-issued or renewed, and no Taxicab shall be Operated within the Municipality unless and until proof has been submitted with the application for issuance, re-issuance or renewal that it has undergone both a mechanical and physical inspection in compliance with the requirements of this ~~Chapter~~Chapter and New York State Inspection Laws.

I. Mechanical Inspection

All Taxicabs must conform to the New York state Vehicle Inspection Law requirements at all times.

II. Preventative Maintenance

Taxicabs shall be well maintained and shall undergo regular preventive maintenance services. Maintenance and inspection records for each vehicle licensed as a Taxicab must be kept for the life of the vehicle.

III. Physical Inspection

1. The Municipality and designees shall have the authority to inspect all Licensed and Medallioned Taxicabs upon notice or demand. The

Municipality shall perform inspections upon all Medallioned Taxicabs under its authority at least once per year. This inspection must occur before a Taxicab may receive a medallion.

2. All Taxicabs shall be safe and well maintained, and all systems shall be fully operational. Each Taxicab shall have functioning heat and air conditioning.
3. Medallions issued for each Taxicab shall be prominently displayed and be registered to the vehicle to which it is affixed.
4. The exterior of each Taxicab shall be clean and in good repair, without obvious major body damage.

5.—

- b. Thereafter, upon good cause, including ~~customer~~passenger complaint and in the interest of safety, the Municipality and designee shall have the authority to inspect Medallioned Taxicabs for compliance with this ~~Chapter~~Chapter.
- c. Taxicabs not conforming to New York State Vehicle Inspection requirements, or which are otherwise deemed to be unsafe or not in compliance with this ~~Chapter~~Chapter, shall be taken out of service immediately. The Taxicab must be re-inspected prior to being entered back into service.

215-6 FEES AND PENALTIES

- a. The City Council shall establish from time to time, by resolution, fees for licenses and medallions issued under this ~~Chapter~~Chapter.
- b. Any person who violates any provision of this ~~chapter~~Chapter or any rule or regulation made pursuant to this ~~chapter~~Chapter shall, upon conviction, be subject to the penalties set forth in ~~Chapter~~Chapter 1, General Provisions, Article III, of this code. The Department of Public Safety is hereby authorized to enforce the provisions of this ~~chapter~~Chapter. The Police Department is authorized to issue appearance tickets in accordance with Article 150 of the Criminal Procedure Law for violations of this ~~chapter~~Chapter.

215-7 SUSPENSION/REVOCATION

a. Municipal Authority

All powers related to licensing, enforcement, and compliance within the Municipality shall be exercised by the Municipality from which the license or medallion has been requested or for which the license or medallion has been issued.

b. Suspension and Revocation of Licenses

- I. A Taxicab Owners' License issued pursuant to this ~~Chapter~~Chapter may be suspended or revoked for any of the following reasons:

1. The licensee fails to meet the criteria for the issuance of such License;
 2. The licensee permits the operation of a Taxicab by a person not licensed under the provisions of this ~~Chapter~~Chapter.;
 3. A vehicle registered to the licensee has been used for an illegal purpose or business.;
 4. The licensee engages in any other conduct which evidences hi/her inability to safely engage in the business of operating a Taxicab or which evidences a disregard for public safety;~~AND/OR.~~
 5. The licensee provides information that is found to be false, illegal and/or a misrepresentation of the facts materially related to the issuance of this License;~~and/or.~~
 6. The licensee fails to maintain the insurance required of this License.
- II. A ~~Hack~~-License issued pursuant to this ~~Chapter~~Chapter may be suspended or revoked for any of the following reasons:
- ~~1.~~ Failure to properly maintain a vehicle and/or equipment.;
 - ~~1-2.~~ Failure to maintain the required insurance for the operation of the licensed and medallioned vehicle.
 - ~~2-3.~~ Physical or mental disability of a Driver that renders him/her temporarily or permanently unfit for the safe operation of a Taxicab;
 - ~~3-4.~~ Knowingly filing a false application.;
 - ~~4-5.~~ Any conviction of a criminal offense committed during or in relation to Taxicab operations. In addition, conviction of a criminal offense which might impair, impede or endanger the efficiency, effectiveness or safety of the public.;
 - ~~5-6.~~ Any Driver who operates with an expired, conditional, suspended or revoked Hack License or Owners' License.;
 - ~~6-7.~~ The suspension or revocation of a Driver's New York State license by the New York State Department of Motor VehiclesFailure to maintain a valid NYS Department of Motor Vehicle Class E or CDL License which is neither expired, revoked, suspended, or has any conditionality attached to it by the NYS Department of Motor Vehicles which would prohibit said Driver from safely driving or operating a Taxicab.
 - ~~7-8.~~ Commission of two (2) or more moving traffic violations and/or accidents while driving a Taxicab.
- III. —A Medallion issued pursuant to this ~~Chapter~~Chapter may be suspended or revoked for the failure to comply with any provisions of this ~~Chapter~~Chapter.

~~IV. For Uniform Licenses and Medallions, each participating municipality shall retain all powers relating to licensing, enforcement and compliance regarding the operation of Taxicabs within the boundaries of the Participating Municipality only.~~

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c. Notice

Notice of revocation or suspension of License and the reason(s) thereof as well as the applicant's right to be heard shall be served by the Municipality or their designee upon the Person named in the license or by mailing the same to the address given in the license and by filing a copy of such notice in the Office of the Municipality's Clerk with an affidavit of service or mailing. If a License ~~is~~ revoked or suspended, no refund of any unearned portion of the License fee shall be made. The Municipality, upon good cause, may issue an immediate suspension of the License.

d. Term of Suspension

A suspension of a License by the Municipality shall be effective for thirty (30) calendar days, running from the date of notification upon the License holder. Any two (2) suspensions within any twelve (12) month period shall automatically result in a revocation.

e. Review of Denial, Suspension or Revocation

Any applicant who shall have been refused a License, or a License holder whose License shall have been revoked or suspended, may appeal to the Municipality's Hearing Officer for review of such denial, revocation or suspension. The aggrieved party may, within thirty (30) business ~~calendar~~ days after receiving written notice, file a written request upon the Hearing Officer for review of said decision.

f. Hearing Officer

A Hearing Officer may be appointed by Municipality to hear and decide appeals taken from any determination made which denied, revoked or suspended such Taxicab Owners' License, Hack License, and/or Medallion.

g. Hearings

Upon receipt of a request for a hearing as provided above, the Hearing Officer shall set a time and place for a hearing and notify the appellant at least seven (7) business days prior to the hearing. The aggrieved party shall have the option of whether such hearing shall be public or private. The hearing shall commence no later than thirty (30) calendar days after the date on which the request was filed. Failure by the Hearing Officer to commence a hearing within thirty (30) calendar days shall not be deemed to constitute approval or such request, if good and sufficient reason exists.

h. Findings

The aggrieved party shall be given an opportunity to show cause why such denial of application or such suspension or revocation of license shall be modified or withdrawn.

Upon consideration of the evidence presented at the hearing, the Hearing Officer shall sustain, modify or withdraw the decision of the Municipality by issuing the result in writing.

215-8 RATES AND FARES

a. Taximeters or equivalent application required.

- I. It shall be unlawful for any person to operate or keep for hire or pay, within the Municipality, any Taxicab without first having each taxicab equipped with a Taximeter or equivalent application.
- II. Every taxicab shall be equipped with a single-traffic taximeter of a type approved by the New York State Bureau of Weights and Measures and inspected by the County Department of Weights and Measures for accuracy. Equivalent applications may not be used unless approved by the Municipality, ~~or, in the case of Taxicabs operating pursuant to a Uniform Medallion, by each participating municipality.~~
- III. The rates of ~~faire-fare~~ to be charged for Taxicab service shall be as follows, and no other rates of fare may be charged by an Owner or Driver other than the rate established by this section:
 1. First Half Mile _____ \$4.00
 2. Each Additional 1/10 Mile _____ \$.20
 - ~~3. Any additional stop request by passenger _____ \$.50~~
 - ~~4.3.~~ Waiting time in Slow Traffic (per Minute) _____ \$.30
 - ~~5.4.~~ Each Additional Passenger 18 or over _____ \$1.00
 - ~~6. Each additional passenger over two years of age _____ \$.50~~
 - ~~7. For each ride in which a driver must handle groceries _____ \$1.00~~
 - ~~8.5.~~ Surcharge evenings ~~after between~~ 6:00 p.m. ~~and 4:00am~~ _____ \$1.00
 - ~~9.6.~~ All Legal Holidays _____ \$1.00

215-9 SEVERABILITY

In the event that any provision of this ~~Chapter~~Chapter shall be deemed illegal or otherwise unenforceable by a court of competent jurisdiction, then only that specific provision shall not be enforced, and all other sections and provisions shall remain in full force and effect.

SECTION 3. This ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga springs, New York.

ADOPTED:

AN ORDINANCE TO AMEND CHAPTER 225, ARTICLE
IX, SECTION 225-77 OF THE CODE OF THE CITY OF
SARATOGA SPRINGS, NY, ENTITLED “VEHICLE AND
TRAFFIC – SCHEDULE XII – STOP INTERSECTIONS”

BE IT ORDAINED by the City Council of the City of Saratoga Springs, NY, as follows:

SECTION 1: Section 225-77 of the Code of the City of Saratoga Springs, NY, entitled “Vehicle and Traffic – Schedule XII – Stop Intersections” is hereby amended to add the following:

<u>STOP SIGN ON</u>	<u>DIRECTION OF TRAVEL</u>	<u>AT INTERSECTION OF</u>
Washington Street	Both	Walnut Street

SECTION 2: This ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs, NY

ADOPTED: