



CITY OF SARATOGA SPRINGS

City Council Meeting



August 21, 2018

Saratoga Springs City Center, 522
Broadway, Meeting Room 1

05:50 PM P.H. - Amend Chapter 201 of
City Code - Street Naming and
Numbering

05:55 PM P.H. - 2019 - 2024 Capital
Budget and Program

 [Print](#)

6:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

1. Charter Review Commission Public Forum
2. 2019-2024 Capital Budget Program
3. 2017 Audited Financial Statements

EXECUTIVE SESSION:

1. Lease or Acquisition of Property When Publicity Would Effect Value
2. Matters which will Imperil the Public Safety if Disclosed

CONSENT AGENDA

1. Approval of 8/7/18 City Council Meeting Minutes
2. Approve 8/6/18 Pre-Agenda Meeting Minutes
3. Approve Budget Amendments - Regular (Increases)
4. Approve Budget Transfers - Regular
5. Approve Payroll 08/10/18 \$537,380.20
6. Approve Payroll 08/17/18 \$548,536.22
7. Approve Warrant - 2018 18MWAUG2 \$848,678.72
8. Approve Warrant - 2018 18AUG2 \$309,602.97
9. Approve Acceptance of Donation from the Saratoga Springs Friends of Recreation
10. Approve Payment of Invoice - BSN Sports
11. Approve Payment of Invoice – Spring Electric, Inc.

12. Approve Payment of the Invoice - The Fun Spot
 13. Authorization for the Mayor to Sign Change Order #1 - Spring Electric Inc
-

MAYOR'S DEPARTMENT

1. Discussion and Vote: 2019-2024 Capital Budget Program
 2. Discussion and Vote: Authorization for the Mayor to Execute Retainer with Napoli Shkolnik, PLLC
 3. Discussion and Vote: Authorization for the Mayor to Sign Addendum #3 with Greenman Pedersen, Inc. for Geyser Road Trail Design Services
 4. Discussion and Vote: Authorization for Mayor to Sign Funding Approval Agreement-US Dept HUD for CDGB FY2018 Plan
 5. Discussion and Vote: Authorization for the Mayor to Sign NYS Master Contract, Dept of Env Conserv, DEC01-T00467GG-3350000 for Natural Resources Inventory
 6. Discussion and Vote: Authorization for the Mayor to Sign Contract with LaBella Associates for NYS DEC Grant-Natural Resources Inventory
 7. Announcement: Update: City Hall and City Hall Operations
-

ACCOUNTS DEPARTMENT

1. Award of Bid: Natural Resource Inventory to LaBella Associates, D.P.C.
-

FINANCE DEPARTMENT

1. Announcement: 2019 Budget Update
 2. Discussion: Assignment for the Refund of Prior Year Taxes
 3. Discussion and Vote: Budget Transfers - Contingency
 4. Discussion and Vote: Budget Amendment - Payroll
 5. Discussion and Vote: Budget Transfers - Payroll
 6. Discussion and Vote: Authorization for the Mayor to Sign Contract for Rental Space re City Operations
-

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Amend Chapter 201 of the City Code Street Naming and Numbering
 2. Discussion and Vote: Approve Payment of Invoices to BPI Mechanical Service for HVAC Services
 3. Discussion and Vote: Approve Payment of Invoices to Palette Stone Corp.
 4. Discussion and Vote: Authorization for the Mayor to sign Property Access Agreement with Niagara Mohawk Power Corporation (DBA) National Grid for the Old Red Springs
 5. Discussion and Vote: Authorization for the Mayor to Sign A Clark Patterson Lee for the East Side Storm Drainage Project
 6. Discussion and Vote: Authorizat on for the Mayor to Sign Addendum Agreement with Stantec Consulting Services Inc for the Nelson Avenue Drainage Project
 7. Announcement: Crescent Avenue Bridget Re-opening
-

PUBLIC SAFETY DEPARTMENT

1. Announcement: School Safety Public Forum
 2. Set Public Hearing: To Amend Chapter 215 of the City Code, Taxicabs, with respect to technical consistencies
 3. Announcement: Thank you to Departments for Work Regarding City Hall Fire/City Operations
-

SUPERVISORS

- 1. Matthew Veitch
 - 1. Saratoga Casino Hotel Foundation
 - 2. County Public Safety Committee
 - 3. Soil & Water Conservation District Annual Report
- 2. Tara Gaston
 - 1. Health & Social Services Committee
 - 2. Veterans Committee & Concert
 - 3. NYSAC Appointment
 - 4. White House Visit
 - 5. Update: Law Library

ADJOURN



**Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance With
Government Auditing Standards**

Mayor and City Council Members
City of Saratoga Springs, New York
Saratoga Springs, New York

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Saratoga Springs, New York (City), as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated July 24, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BST & CO. CPAs, LLP

Albany, New York
July 24, 2018



City of Saratoga Springs, New York

Financial Report

December 31, 2017

City of Saratoga Springs, New York

Financial Report

December 31, 2017

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Independent Auditor's Report

Mayor and Members of the City Council
City of Saratoga Springs, New York
Saratoga Springs, New York

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Saratoga Springs, New York (City) as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of December 31, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the required supplementary information listed in the accompanying table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual non-major fund financial statements on pages 61 through 63 are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual non-major fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements, or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual non-major fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 24, 2018, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

BST & CO. CPAs, LLP

Albany, New York
July 24, 2018



City of Saratoga Springs, New York

Management's Discussion and Analysis December 31, 2017

As management of the City of Saratoga Springs, New York (City), we offer the readers of the City's financial statements this narrative overview and analysis as of December 31, 2017. We encourage readers to consider the information presented here in conjunction with our financial statements, which can be found on pages 14 through 54 and our required and other supplementary information which can be found on pages 55 through 62 of this report.

Financial Highlights

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources on December 31, 2017, by \$2,797,135 representing net position. Of this amount, \$47,406,151 represents the City's investment in capital assets net of related debt, and \$22,181,886 is restricted for future capital improvements, debt service, and other purposes. The remaining amount, which represents negative unrestricted net position, is \$66,790,902. The primary driver of the City's negative unrestricted net position is unfunded other postemployment benefits, compensated absences, and net pension liability of \$65,680,008, \$4,058,310, and \$11,219,218, respectively.
- At December 31, 2017, the City's governmental funds reported a combined ending fund balance of \$24,825,620. Of this amount, \$18,825,543 of the fund balance was nonspendable, restricted, or assigned for specific purposes.
- At the end of the current fiscal year, the unassigned fund balance of the General Fund was \$9,148,932.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's financial statements. The City's financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

Government-Wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances in a manner similar to private sector business.

The statement of net position presents information on all of the City's assets, deferred outflows, liabilities, and deferred inflows with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government support, public safety, health, highways and streets, economic development, and culture and recreation. The business-type activities of the City include the Water and Sewer Funds and the City Center Authority.

The government-wide financial statements can be found on pages 14 and 15 of this report.

City of Saratoga Springs, New York

Management's Discussion and Analysis December 31, 2017

Overview of the Financial Statements - Continued

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Capital Projects Fund, Debt Service Fund, and Community Development, all of which are considered to be major funds. Data from the other two governmental funds, the Downtown Special Assessment District (SAD) and the West Avenue Special Assessment District (WASAD) are combined into a single, aggregated presentation. The restricted and assigned fund balance as of December 31, 2017 for the SAD was \$333,977, and for the WASAD was \$4,975. SAD intends to use the accumulated fund balance to pay outstanding debt issued for the construction of a parking deck on Woodlawn Avenue that will benefit the District and an improved signage system in the downtown core. The WASAD intends to use the accumulated fund balance to pay debt on outstanding bonds issued to finance improvements in the District. The City adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund and Debt Service Fund to demonstrate compliance with this budget.

The governmental fund financial statements and the reconciliations to the government-wide financial statements can be found on pages 16 through 19 of this report.

Proprietary funds. The City maintains enterprise funds to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its Water and Sewer operations and the City Center Authority.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water and Sewer operations and the City Center Authority, all of which are considered to be major funds of the City.

The proprietary fund financial statements can be found on pages 20 through 22 of this report.

City of Saratoga Springs, New York

Management's Discussion and Analysis December 31, 2017

Overview of the Financial Statements - Continued

Fund Financial Statements - Continued

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties other than the City. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City-owned programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The fiduciary fund financial statements can be found on pages 23 and 24 of this report.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 25 through 55 of this report.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$2,797,135 at December 31, 2017.

By far, the largest portion, \$47,406,151, of the City's net position reflects its investment in capital assets (i.e., land, buildings, improvements, infrastructure, work in progress, and machinery, equipment and vehicles) less accumulated depreciation and any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Condensed Statements of Net Position

	December 31,					
	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
Current assets	\$ 32,173,495	\$ 28,012,174	\$ 15,030,028	\$ 12,635,767	\$ 47,203,523	\$ 40,647,941
Capital assets, net and deferred outflows of resources	83,243,338	88,998,234	24,526,033	25,910,262	107,769,371	114,908,496
Total	115,416,833	117,010,408	39,556,061	38,546,029	154,972,894	155,556,437
Current liabilities	7,423,778	8,473,672	1,435,952	1,281,170	8,859,730	9,754,842
Non-current liabilities and deferred inflows of resources	125,412,371	115,745,832	17,903,658	16,642,616	143,316,029	132,388,448
Total	132,836,149	124,219,504	19,339,610	17,923,786	152,175,759	142,143,290
Net position						
Net investment in capital assets	33,940,533	30,244,553	13,465,618	12,740,186	47,406,151	42,984,739
Restricted	12,224,249	10,320,457	9,957,637	7,989,143	22,181,886	18,309,600
Unrestricted	(63,584,098)	(47,774,106)	(3,206,804)	(107,086)	(66,790,902)	(47,881,192)
Total net position	<u>\$ (17,419,316)</u>	<u>\$ (7,209,096)</u>	<u>\$ 20,216,451</u>	<u>\$ 20,622,243</u>	<u>\$ 2,797,135</u>	<u>\$ 13,413,147</u>

City of Saratoga Springs, New York

Management's Discussion and Analysis December 31, 2017

Overview of the Financial Statements - Continued

Government-Wide Financial Analysis - Continued

The City experienced a decrease in net position during 2017 totaling \$10,616,012, as shown in the following statement:

	Years Ended December 31,					
	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
REVENUES						
Program revenues						
Charges for services	\$ 4,567,727	\$ 5,710,483	\$ 8,705,374	\$ 9,223,833	\$ 13,273,101	\$ 14,934,316
Operating grants and contributions	623,593	3,890,255	-	-	623,593	3,890,255
Capital grants and contributions	808,242	366,080	-	-	808,242	366,080
General revenues						
Property taxes	19,257,592	20,033,405	-	-	19,257,592	20,033,405
Other taxes	14,408,999	14,522,969	1,348,748	1,244,164	15,757,747	15,767,133
State aid and mortgage taxes	3,342,879	3,224,171	-	-	3,342,879	3,224,171
Other	4,254,307	408,899	28,974	229,908	4,283,281	638,807
Total revenues	<u>47,263,339</u>	<u>48,156,262</u>	<u>10,083,096</u>	<u>10,697,905</u>	<u>57,346,435</u>	<u>58,854,167</u>
EXPENSES						
General governmental support	11,767,006	13,420,725	-	-	11,767,006	13,420,725
Public safety	31,558,914	31,337,619	-	-	31,558,914	31,337,619
Health	577,392	22,053	-	-	577,392	22,053
Transportation	5,521,929	4,326,945	-	-	5,521,929	4,326,945
Economic opportunity and development	209,281	177,613	-	-	209,281	177,613
Culture and recreation	3,956,030	2,503,709	-	-	3,956,030	2,503,709
Home and community service	2,199,119	2,168,001	-	-	2,199,119	2,168,001
Interest on long-term debt	1,543,484	1,439,004	-	-	1,543,484	1,439,004
Water	-	-	3,811,505	3,897,211	3,811,505	3,897,211
Sewer	-	-	4,413,918	3,795,357	4,413,918	3,795,357
City Center Authority	-	-	2,403,869	2,929,546	2,403,869	2,929,546
Total expenses	<u>57,333,155</u>	<u>55,395,669</u>	<u>10,629,292</u>	<u>10,622,114</u>	<u>67,955,269</u>	<u>66,017,783</u>
Transfers	(140,404)	582,656	140,404	(582,656)	-	-
CHANGE IN NET POSITION	<u>(10,210,220)</u>	<u>(6,656,751)</u>	<u>(405,792)</u>	<u>(506,865)</u>	<u>(10,616,012)</u>	<u>(7,163,616)</u>
NET POSITION, <i>beginning of year</i>	<u>(7,209,096)</u>	<u>(552,345)</u>	<u>20,622,243</u>	<u>21,129,108</u>	<u>13,413,147</u>	<u>20,576,763</u>
NET POSITION, <i>end of year</i>	<u>\$ (17,419,316)</u>	<u>\$ (7,209,096)</u>	<u>\$ 20,216,451</u>	<u>\$ 20,622,243</u>	<u>\$ 2,797,135</u>	<u>\$ 13,413,147</u>

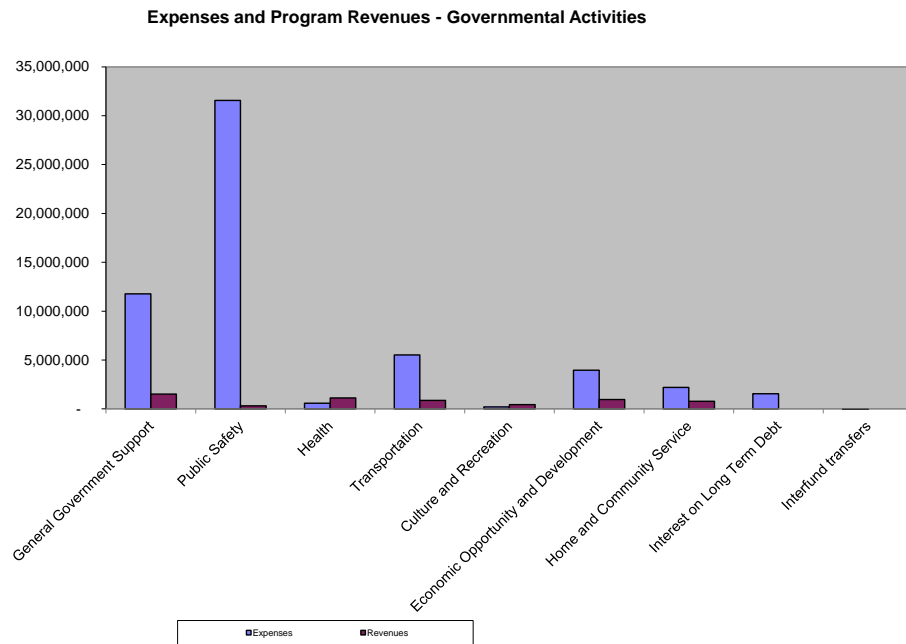
City of Saratoga Springs, New York

Management's Discussion and Analysis December 31, 2017

Overview of the Financial Statements - Continued

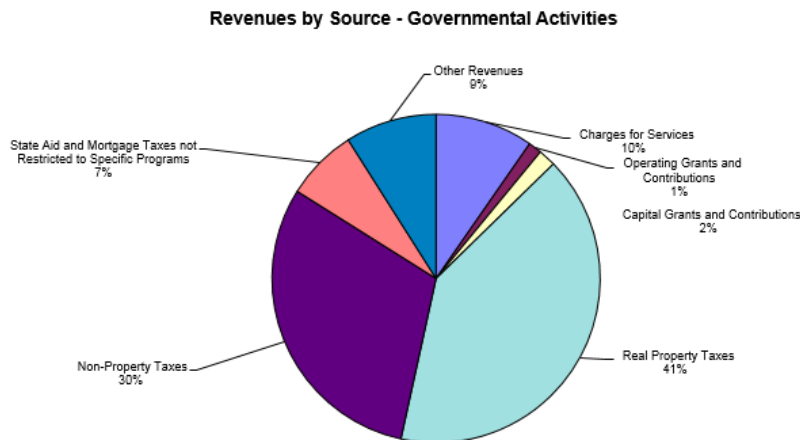
Government-Wide Financial Analysis - Continued

Governmental activities. Governmental activities decreased the City's net position by \$10,210,220. The following chart shows the expenses and program revenues of the various governmental activities:



For the most part, increases in expenses were the result of an increase of the cost of services provided. The City's major governmental activities are financed almost entirely by real property taxes, non-property taxes, and charges for services. Sales tax receipts decreased by less than 1%.

The following chart shows revenues by source for all governmental activities, with general revenues totaling 68% and program revenues totaling 32%:



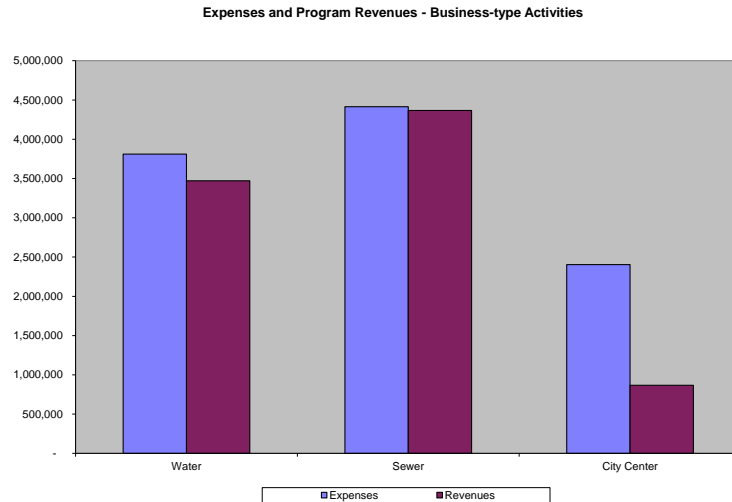
City of Saratoga Springs, New York

Management's Discussion and Analysis December 31, 2017

Overview of the Financial Statements - Continued

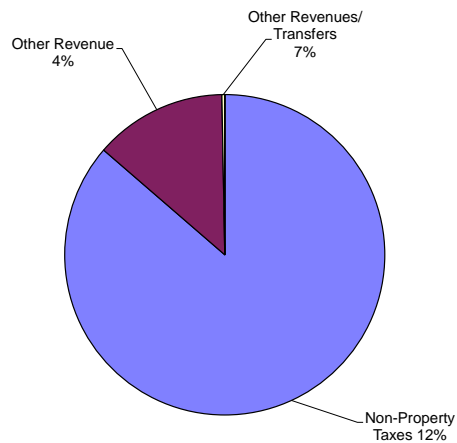
Government-Wide Financial Analysis - Continued

Business-type activities. Business-type activities decreased the City's net position by \$405,792.



Program revenues are generally sufficient to cover water and sewer expenses but not City Center activity expenses, which are reliant upon the hotel occupancy tax and other general revenues to fund operations.

Revenues by Source - Business-type Activities



City of Saratoga Springs, New York

Management's Discussion and Analysis December 31, 2017

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned/assigned fund balances may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported a combined ending fund balance of \$24,825,620, an increase of \$2,927,351 from the prior year. \$18,825,543 is nonspendable, restricted, and assigned to indicate that it is not available for new spending because it has already been committed to 1) liquidate contracts and purchase orders of the prior period of \$1,448,708, 2) be held for future capital improvements of \$10,450,608, 3) restriction for tax stabilization of \$732,885, 4) various other restrictions set by the City Council; or is 5) not in spendable form.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, the unassigned fund balance of the General Fund was \$9,148,932, while total fund balance was \$16,398,819. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 21% of total General Fund expenditures, while total fund balance represents 38% of that same amount.

The overall fund balance of the City's General Fund increased by \$915,600 during the current fiscal year. Key factors in this decrease are as follows:

General Fund Revenues

1. Sales Tax decreased from 2016 by 1% and did not meet the budget due to a prior period adjustment in July as a result of audits conducted by New York State Tax and Finance. 2017 sales tax collections were \$11,877,000, a \$106,000 decrease from 2016 actual collections, and \$398,000 less than the 2017 adopted budget. Sales tax collections were strong throughout the year and would have increased if not for the adjustment.
2. Hotel Room Occupancy Tax decreased by 1%. 2017 actual collections were \$615,000, a decrease of \$7,000 from 2016. Actual amounts were \$10,000 less than the 2017 adopted budget.
3. Utilities Gross Receipts Tax increased from 2016. Amounts received were \$411,000 in 2017 and \$397,000 in 2016. Receipts did not meet the 2017 adopted budget by \$19,000.
4. Franchise Fees were flat in 2017. Actual receipts of \$567,000 exceeded the adopted budget by \$17,000.
5. Ambulance Fees increased in 2017 by \$37,000. \$1,052,000 was collected, a 3.5% increase from last year. Actual amounts exceeded the 2017 budget by \$227,000. This is the third consecutive year with an increase in actual receipts.
6. Admission Tax decreased \$14,000, or 2% from 2016. Actual amounts received for 2017 were \$576,000. The budget was \$591,000 for 2017. Receipts also declined in 2016.
7. VLT Aid was \$2,326,000 in 2017, the same as the past three years.
8. Mortgage Tax receipts increased in 2017. Actual receipts for 2017 were \$1,693,000, 15% higher than 2016. The budget for 2017 was \$1,530,000.
9. Overall, total general fund revenues in 2017 were greater than 2016. Total revenues for the General Fund were \$44.2 million, \$1.8 million more than in 2016 but \$2.1 million less than budgeted. However, the City Council approved, either at budget adoption or throughout the fiscal year, the use of \$2.1 million in restricted, assigned and unassigned fund balance. Therefore, expectations were to have an operating deficit and budget shortfall of over \$2 million. However, the City finished with a \$1 million operating surplus.

City of Saratoga Springs, New York

Management's Discussion and Analysis December 31, 2017

Financial Analysis of the City's Funds - Continued

Governmental funds - Continued

General Fund Expenses

1. Health insurance costs were \$7,345,000 in 2017. This was an increase of 15% from 2016. However 2017 actual expenses were \$169,000 less than the revised budget. This expense represents 17% of the entire general fund expense budget.
2. Retirement costs decreased 11% for police and fire but increased for other employees by .2%. 2017 total actual retirement expenses were \$3,985,000 and were \$257,000 less than budgeted. In accordance with the labor agreements between the City and its police officers signed October 27, 2006, the City was required to provide certain benefits to police personnel for past services under Section 384E and 384EB of the PFRS plan. The total past service credit cost was \$2,700,004 for 384E, \$351,235 for 384EB, and \$360,791 to reopen 384D. The City paid for this program over a ten-year period with interest starting the second year at 8% per annum. The first installment was paid February 1, 2008, for the City's 2007 fiscal year and the final installment was paid December 15, 2016. Therefore, this is the reason for the decrease in the police and fire annual payment.
3. Social Security expenses in 2017 were \$1,604,000, \$182,000 less than budgeted but \$31,000 more than last year.
4. Utility costs were budgeted for \$521,000 and actual expenses were \$479,000. Actual expenses in 2017 were \$37,000 more than fiscal year 2016.
5. Overtime costs totaled \$1,032,000 in 2017 which was a 17% increase from 2016. Overtime was budgeted as \$1,125,000 for 2017. Increases in costs are primarily due to the settlement of the CSEA City Hall and DPW agreements in 2017 as well as increases in salaries for all unions.
6. Sick leave payments to employees who separate from the City were \$143,000, almost doubled from 2016. This is due to the retirement of a number of long-term employees in 2016.
7. Payments for compensatory time amounted to \$563,000, a 5% decrease from 2016. Compensatory time pay outs were budgeted for \$566,000.
8. Total personal services costs (excluding social security) were \$485,000 higher in 2017. This was primarily the result of negotiated salary increases for union personnel. These costs represent 50% of the entire general fund expense budget.
9. Discount on Taxes which is recorded as an expense in the Finance budget was \$45,000 higher than last year. More people are taking advantage of the discount as interest rates continue to remain low and as more people pay taxes online.
10. Total General Fund expenses were \$235,000 less than 2016 and \$4 million less than budgeted. It is important to note that of this \$4 million, \$1.2 million was encumbered at year end. Encumbrances are goods or services which are ordered or committed to in 2017 but will be received and paid for in 2018. Therefore, the actual unspent/uncommitted variance was \$2.8 million. The primary reasons for this budget versus actual variance are noted above.

Capital Asset and Debt Administration

Capital Assets. The City's investment in capital assets for its governmental and business-type activities as of December 31, 2017, amounts to \$47,406,151 (net of accumulated depreciation and less outstanding debt). This investment in capital assets includes land, buildings, improvements other than buildings, machinery, equipment, vehicles, work-in-progress, and infrastructure assets, such as roads, streets, and water systems.

Major capital asset events that occurred during the current fiscal year included the following:

- Improvements to the City's water system.
- Improvements to the historic Casino in Congress Park.
- Many recreational and park improvements.
- Various equipment for department of public works.

City of Saratoga Springs, New York

Management's Discussion and Analysis December 31, 2017

Financial Analysis of the City's Funds - Continued

Capital Asset and Debt Administration - Continued

Capital Assets - Continued

	December 31,					
	Governmental Activities		Business-type Activities		Totals	
	2017	2016	2017	2016	2017	2016
Land	\$ 5,653,781	\$ 5,516,625	\$ 325,841	\$ 325,841	\$ 5,979,622	\$ 5,842,466
Buildings	27,096,406	26,518,219	15,455,423	15,455,423	42,551,829	41,973,642
Improvements other than building	14,888,239	10,436,304	4,488,272	4,010,412	19,376,511	14,446,716
Machinery, equipment and vehicles	17,801,614	16,477,840	1,786,502	1,786,502	19,588,116	18,264,342
Infrastructure	57,950,223	57,829,520	18,281,689	18,281,689	76,231,912	76,111,209
Work in progress	2,936,089	5,336,836	1,594,926	1,461,527	4,531,015	6,798,363
Totals	126,326,352	122,115,344	41,932,653	41,321,394	168,259,005	163,436,738
Accumulated depreciation	55,333,311	53,141,283	18,172,121	17,015,755	73,505,432	70,157,038
Capital assets net of accumulated depreciation	\$ 70,993,041	\$ 68,974,061	\$ 23,760,532	\$ 24,305,639	\$ 94,753,573	\$ 93,279,700

Additional information on the City's capital assets can be found in Note 1k on pages 30 and 31 and Note 3c on pages 36 and 37 of this report.

Long-Term Debt. At the end of the current fiscal year, the City had total bonded debt outstanding of \$56,861,574. Of this amount, \$56,426,114 comprises debt backed by the full faith and credit of the City, and \$435,640 is a special assessment debt for which the City is liable in the event of default by the property owners subject to the assessment.

The City maintains an "AA+" rating from Standard & Poor's for general obligation debt.

State statutes limit the amount of general obligation debt a governmental entity may issue to 7% of its five-year average of the total assessed valuation. The current debt limitation for the City is \$281,830,865, which is significantly in excess of the City's outstanding general obligation debt. In addition, the City has a self-imposed limit of 2% of the five-year average total assessed value. The City's debt limitation is \$80,253,104, which is also significantly in excess of the City's outstanding general obligation debt.

Other long-term debt includes the City's obligations for other postemployment benefits, which is primarily health insurance for eligible retirees and the City's obligations associated with its participation in the New York State and Local Retirement Systems for police and firefighters (PFRS) and all other employees (ERS).

Additional information on the City's long-term debt can be found in notes to the financial statements.

Economic Factors

The City is growing and thriving. The City is home to the Saratoga Race Course, one of the oldest and most prestigious thoroughbred horse racing tracks in the United States. Each summer, the racetrack operates a six-week schedule of races that attracts world-class horses to participate in the various graded events. Operation of the racetrack is a key factor in the area's successful tourism industry, which allows the City to generate additional revenues from sales tax, hotel occupancy tax, and other similar non-property taxes and fees. The City's residential and commercial tax base remained the same in 2017. The City has added office buildings, condominiums, and many residences in the past year; however, certain assessment claims resulted in a reduction of the overall value.

City of Saratoga Springs, New York

Management's Discussion and Analysis December 31, 2017

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Commissioner of Finance, 474 Broadway, Saratoga Springs, New York 12866-2296.

City of Saratoga Springs, New York

Government-Wide Financial Statements Statement of Net Position

	December 31, 2017		
	Governmental Activities	Business-type Activities	Total
CURRENT ASSETS			
Cash and cash equivalents	\$ 12,417,942	\$ 1,338,575	\$ 13,756,517
Cash and cash equivalents, restricted	12,224,249	9,957,637	22,181,886
Receivables, net	8,036,670	3,173,486	11,210,156
Inventory	-	35,294	35,294
Prepaid expenses	-	8,850	8,850
Internal balances	(516,151)	516,151	-
Due from fiduciary fund	-	35	-
Accrued interest receivable	10,785	-	10,785
Total current assets	32,173,495	15,030,028	47,203,488
NONCURRENT ASSETS			
Nondepreciable capital assets	8,589,870	1,920,767	10,510,637
Depreciable capital assets	62,403,171	21,839,765	84,242,936
Total assets	103,166,536	38,790,560	141,957,061
DEFERRED OUTFLOWS OF RESOURCES			
Pension deferrals	11,653,148	765,501	12,418,649
Deferred refunding charges	597,149	-	597,149
Total assets and deferred outflows of resources	115,416,833	39,556,061	154,972,859
LIABILITIES			
Accounts payable and other current liabilities	2,258,021	517,638	2,775,659
Accrued interest payable	1,588,487	466,287	2,054,774
Current maturities on long-term liabilities	3,577,270	452,027	4,029,297
Total current liabilities	7,423,778	1,435,952	8,859,730
NONCURRENT LIABILITIES			
Bonds payable	43,253,227	12,598,223	55,851,450
Capital lease obligations	337,268	-	337,268
Construction loan	-	50,000	50,000
Compensated absences	4,058,310	-	4,058,310
Other postemployment benefits	61,303,236	4,376,772	65,680,008
Net pension liability	10,480,449	738,769	11,219,218
Total liabilities	126,856,268	19,199,716	146,055,984
DEFERRED INFLOWS OF RESOURCES			
Pension deferrals	2,666,168	139,894	2,806,062
Real property taxes received in advance of lien date	3,313,713	-	3,313,713
Total liabilities and deferred inflows of resources	132,836,149	19,339,610	152,175,759
NET POSITION			
Net investment in capital assets	33,940,533	13,465,618	47,406,151
Restricted for			
Capital improvements	1,399,244	8,945,380	10,344,624
Capital projects	7,610,374	-	7,610,374
Debt service	1,925,439	-	1,925,439
Tax stabilization reserve	732,885	-	732,885
Retirement reserve	300,290	-	300,290
Insurance reserve	175,076	-	175,076
Special district	1,973	-	1,973
Waterline extensions	-	1,012,257	1,012,257
Community development	78,968	-	78,968
Unrestricted	(63,584,098)	(3,206,804)	(66,790,902)
Total net position	\$ (17,419,316)	\$ 20,216,451	\$ 2,797,135

See accompanying Notes to Financial Statements.

City of Saratoga Springs, New York

Government-Wide Financial Statements Statement of Activities

Functions/Programs	Year Ended December 31, 2017						
	Expenses	Program Revenue		Net (Expenses) Revenues and Changes in Net Position			Total
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	
GOVERNMENTAL ACTIVITIES							
General governmental support	\$ 11,767,006	\$ 1,487,043	\$ 34,254	\$ -	\$ (10,245,709)	\$ -	\$ (10,245,709)
Public safety	31,558,914	185,404	122,144	-	(31,251,366)	-	(31,251,366)
Health	577,392	1,122,856	-	-	545,464	-	545,464
Transportation	5,521,929	141,977	-	733,538	(4,646,414)	-	(4,646,414)
Economic opportunity and development	209,281	33,594	397,269	-	221,582	-	221,582
Culture and recreation	3,956,030	953,608	6,911	-	(2,995,511)	-	(2,995,511)
Home and community service	2,199,119	643,245	63,015	74,704	(1,418,155)	-	(1,418,155)
Interest on long-term debt	1,543,484	-	-	-	(1,543,484)	-	(1,543,484)
Total governmental activities	<u>57,333,155</u>	<u>4,567,727</u>	<u>623,593</u>	<u>808,242</u>	<u>(51,333,593)</u>	<u>-</u>	<u>(51,333,593)</u>
BUSINESS-TYPE ACTIVITIES							
Water	3,811,505	3,471,595	-	-	-	(339,910)	(339,910)
Sewer	4,413,918	4,367,326	-	-	-	(46,592)	(46,592)
City Center Authority	2,403,869	866,453	-	-	-	(1,537,416)	(1,537,416)
Total business-type activities	<u>10,629,292</u>	<u>8,705,374</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,923,918)</u>	<u>(1,923,918)</u>
Total government	<u>\$ 67,962,447</u>	<u>\$ 13,273,101</u>	<u>\$ 623,593</u>	<u>\$ 808,242</u>	<u>\$ (51,333,593)</u>	<u>\$ (1,923,918)</u>	<u>\$ (53,257,511)</u>
GENERAL REVENUES							
Real property tax and related tax items					19,257,592	-	19,257,592
Non-property taxes					14,408,999	1,348,748	15,757,747
Other general revenue items					4,218,512	20,466	4,238,978
Interest earnings					35,795	8,508	44,303
State aid and mortgage taxes not restricted to specific purposes					3,342,879	-	3,342,879
Total general revenues					<u>41,263,777</u>	<u>1,377,722</u>	<u>42,641,499</u>
TRANSFERS							
Transfer from governmental to business-type activities					(140,404)	140,404	-
Total general revenues and transfers					<u>41,123,373</u>	<u>1,518,126</u>	<u>42,641,499</u>
CHANGE IN NET POSITION					(10,210,220)	(405,792)	(10,616,012)
NET POSITION, beginning of year					(7,209,096)	20,622,243	13,413,147
NET POSITION, end of year					<u>\$ (17,419,316)</u>	<u>\$ 20,216,451</u>	<u>\$ 2,797,135</u>

See accompanying Notes to Financial Statements.

City of Saratoga Springs, New York

Fund Financial Statements Balance Sheet - Governmental Funds

December 31, 2017

	Major Funds						
	General	Capital Projects	Debt Service	Community Development	Other Governmental Funds	Eliminations	Total Governmental Funds
ASSETS							
Cash and cash equivalents	\$ 11,798,381	\$ -	\$ -	\$ 261,782	\$ 357,779	\$ -	\$ 12,417,942
Cash and cash equivalents, restricted	2,686,463	7,610,374	1,925,439	-	1,973	-	12,224,249
Receivables, net	4,640,679	-	-	219,319	-	-	4,859,998
Receivables from other governments	2,794,650	312,575	-	69,447	-	-	3,176,672
Prepaid expenditures	1,017,341	-	-	-	-	-	1,017,341
Due from other funds	1,028,019	-	-	-	-	(1,028,019)	-
Total assets	\$ 23,965,533	\$ 7,922,949	\$ 1,925,439	\$ 550,548	\$ 359,752	\$ (1,028,019)	\$ 33,696,202
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES							
Liabilities							
Accounts payable and accrued liabilities	\$ 904,346	\$ 699,880	\$ -	\$ 69,447	\$ 800	\$ -	\$ 1,674,473
Due to other funds	516,186	1,007,984	-	-	20,000	(1,028,019)	516,151
Due to other governments	581,667	-	-	1,881	-	-	583,548
	2,002,199	1,707,864	-	71,328	20,800	(1,028,019)	2,774,172
Deferred inflows of resources							
Unavailable tax resources	1,697,337	-	-	-	-	-	1,697,337
Real property taxes received in advance of lien date	3,313,713	-	-	-	-	-	3,313,713
Other unavailable resources	553,465	312,576	-	219,319	-	-	1,085,360
	5,564,515	312,576	-	219,319	-	-	6,096,410
Total liabilities and deferred inflows of resources	7,566,714	2,020,440	-	290,647	20,800	(1,028,019)	8,870,582
Fund balance							
Nonspendable	1,017,341	-	-	-	-	-	1,017,341
Restricted for							
Capital improvements	1,399,244	-	-	-	-	-	1,399,244
Capital projects	-	9,051,364	-	-	-	-	9,051,364
Tax stabilization reserve	732,885	-	-	-	-	-	732,885
Retirement reserve	439,383	-	-	-	-	-	439,383
Insurance reserve	175,076	-	-	-	-	-	175,076
Other restrictions	78,968	-	1,925,439	-	1,973	-	2,006,380
Assigned for							
Encumbrances	1,448,708	-	-	-	-	-	1,448,708
2017 budget	1,958,282	-	-	-	-	-	1,958,282
Other assignments	-	-	-	259,901	-	-	259,901
Special district purposes	-	-	-	-	336,979	-	336,979
Unassigned	9,148,932	(3,148,855)	-	-	-	-	6,000,077
Total fund balance	16,398,819	5,902,509	1,925,439	259,901	338,952	-	24,825,620
Total liabilities, deferred inflow of resources and fund balances	\$ 23,965,533	\$ 7,922,949	\$ 1,925,439	\$ 550,548	\$ 359,752	\$ (1,028,019)	\$ 33,696,202

See accompanying Notes to Financial Statements.

City of Saratoga Springs, New York

Reconciliation of the Total Fund Balances Shown in the Governmental Funds to the Statement of Net Position

**December 31,
2017**

Total fund balances in the fund financial statements for the governmental funds.	\$ 24,825,620
This amount differs from amounts reported for governmental activities due to the following:	
Capital assets are included as assets in the government-wide statements and are added, net of accumulated depreciation.	70,993,041
Accrued interest on property, school taxes, and community development loans on receivables for revenues earned, measurable, but not available are added.	10,785
Net receivables for revenues earned, measurable but not available to provide financial resources are reported as deferred inflows or resources in the governmental funds, and revenues in the government-wide statement of activities, net of the allowance for uncollectible balances.	2,782,697
Deferred outflows and inflows for pensions are included in the government-wide statements and are added.	
Prepaid expenditures - pension contributions	(1,017,341)
Deferred outflows - pension contributions subsequent to the measurement date	4,035,042
Deferred outflows - pension resources	7,618,106
Deferred inflows - pension resources	(2,666,168)
Long-term liabilities for bonded debt are included as liabilities in the government-wide statements and are deducted.	(45,314,577)
The difference between the bond reacquisition price and the net carrying amount of the bond are deferred and amortized to interest expense.	597,149
Long-term liabilities for the lease obligations by the City are included as liabilities in the government-wide statements and are deducted.	(402,188)
Long-term liabilities for other post-employment benefit obligations of the City are included as liabilities in the government-wide statements and are deducted.	(61,303,236)
Long-term liabilities for pension obligations by the City are included as liabilities in the government-wide statements and are deducted.	(10,480,449)
Liabilities for compensated absences are included in the government-wide statements and are deducted.	(4,509,310)
Other current liabilities are included in the government-wide statements and are deducted.	(1,000,000)
Current liabilities for interest payable on long-term debt are included in the government-wide statements as liabilities and are deducted.	(1,588,487)
Net position of governmental activities	<u><u>\$ (17,419,316)</u></u>

City of Saratoga Springs, New York

Fund Financial Statements Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds

	Year Ended December 31, 2017					
	Major Funds				Other	Total
	General	Capital Projects	Debt Service	Community Development	Governmental Funds	Governmental Funds
REVENUES						
Real property taxes and related tax items	\$ 16,901,104	\$ -	\$ 2,832,041	\$ -	\$ 166,175	\$ 19,899,320
Non-property taxes	14,408,999	-	-	-	-	14,408,999
Departmental income	2,786,511	-	-	33,594	-	2,820,105
Intergovernmental charges	415,514	100,000	-	-	-	515,514
Use of money and property	621,437	8,169	1,664	6,243	5,511	643,024
Licenses and permits	455,403	-	-	-	-	455,403
Fines and forfeitures	794,127	-	-	-	-	794,127
Sale of property and compensation for loss	860,256	-	-	-	-	860,256
Miscellaneous	2,680,527	-	57,000	-	-	2,737,527
State aid	4,251,877	74,704	-	-	-	4,326,581
Federal aid	46,223	4,641	-	397,269	-	448,133
Total revenues	44,221,978	187,514	2,890,705	437,106	171,686	47,908,989
EXPENDITURES						
<i>General governmental support</i>						
Mayor	954,126	-	-	-	-	954,126
Finance	2,218,814	-	-	-	-	2,218,814
Public Works	4,547,000	-	-	-	-	4,547,000
Accounts	1,385,358	-	-	-	-	1,385,358
Civil Service	264,652	-	-	-	-	264,652
Other general governmental support	650,717	-	35,266	-	845	686,828
<i>Public safety</i>						
Police	11,373,842	-	-	-	-	11,373,842
Fire	9,455,252	-	-	-	-	9,455,252
Other public safety	3,236,584	-	-	-	-	3,236,584
Health	164,683	-	-	-	-	164,683
Transportation	4,358,889	-	-	-	-	4,358,889
Economic opportunity and development	170,339	-	-	-	27,457	197,796
Culture and recreation	2,856,554	-	-	-	-	2,856,554
Home and community service	1,455,423	-	-	437,683	-	1,893,106

<i>Debt service</i>						
Principal	51,427	-	1,795,951	-	14,670	1,862,048
Interest	18,160	-	1,432,009	-	12,370	1,462,539
<i>Capital outlay</i>						
Public Works	-	877,688	-	-	-	877,688
Other general governmental support	-	620,810	-	-	-	620,810
Police	-	109,264	-	-	-	109,264
Fire	-	108,091	-	-	-	108,091
Other public safety	-	364,592	-	-	-	364,592
Transportation	-	14,354	-	-	-	14,354
Culture and recreation	-	1,612,709	-	-	-	1,612,709
Home and community service	-	97,229	-	-	-	97,229
Total expenditures	<u>43,161,820</u>	<u>3,804,737</u>	<u>3,263,226</u>	<u>437,683</u>	<u>55,342</u>	<u>50,722,808</u>
Excess (deficiency) of revenues over expenditures	<u>1,060,158</u>	<u>(3,617,223)</u>	<u>(372,521)</u>	<u>(577)</u>	<u>116,344</u>	<u>(2,813,819)</u>
OTHER FINANCING SOURCES (USES)						
Bond proceeds	-	5,881,574	-	-	-	5,881,574
Interfund transfers in	132,914	90,000	199,694	-	-	422,608
Interfund transfers out	<u>(277,472)</u>	<u>(6,690)</u>	<u>(144,545)</u>	<u>(84,802)</u>	<u>(49,503)</u>	<u>(563,012)</u>
Total other financing sources (uses)	<u>(144,558)</u>	<u>5,964,884</u>	<u>55,149</u>	<u>(84,802)</u>	<u>(49,503)</u>	<u>5,741,170</u>
NET CHANGE IN FUND BALANCE	915,600	2,347,661	(317,372)	(85,379)	66,841	2,927,351
FUND BALANCE, <i>beginning of year</i>	<u>15,483,219</u>	<u>3,554,848</u>	<u>2,242,811</u>	<u>345,280</u>	<u>272,111</u>	<u>21,898,269</u>
FUND BALANCE, <i>end of year</i>	<u>\$ 16,398,819</u>	<u>\$ 5,902,509</u>	<u>\$ 1,925,439</u>	<u>\$ 259,901</u>	<u>\$ 338,952</u>	<u>\$ 24,825,620</u>

See accompanying Notes to Financial Statements.

City of Saratoga Springs, New York

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of the Governmental Funds to the Change in Net Position Shown in the Statement of Activities

		Year Ended December 31, 2017
Net change in fund balances shown for total governmental funds		\$ 2,927,351
This amount differs from the change in net position shown in the statement of activities because of the following:		
Outlays for acquisition of capital assets are recorded in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which expenditures for acquisition of capital assets exceeded depreciation expense for the period.		
Dispositions, net	(247,427)	
Capital expenditures	4,887,930	
Depreciation expense	<u>(2,621,523)</u>	2,018,980
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. This amount is the net effect of proceeds and repayments:		
Repayment of principal	1,862,048	
Assumption of bonds by water fund	13,500	
Amortization of bond premiums	115,399	
Long-term debt proceeds	<u>(5,881,574)</u>	(3,890,627)
Some liabilities are not due and payable in the current period and, therefore, are not reported in the funds. Pension related deferred outflows and inflows represent long-term activity and are not reported in the funds.		
Amortization of loss on refunding - interest expense	(45,841)	
Accrued interest payable	(150,503)	
Net pension liability, net of deferrals	(2,416,543)	
Compensated absences	(406,354)	
Other postemployment benefits	<u>(7,587,533)</u>	(10,606,774)
Deferred inflows of resources related to the City's revenues that will be collected after year-end, but are not available soon enough to pay for current period's expenditures are deferred in the funds:		
Accrued interest receivable	(17,422)	
Unavailable revenues	<u>(641,728)</u>	(659,150)
		<u><u>\$ (10,210,220)</u></u>

City of Saratoga Springs, New York

Fund Financial Statements Statement of Net Position - Proprietary Funds

	December 31, 2017			
	Water Activities	Sewer Activities	City Center Activities	Total
ASSETS				
Current assets				
Cash and cash equivalents	\$ 379,339	\$ 707,993	\$ 251,243	\$ 1,338,575
Cash and cash equivalents, restricted	2,099,898	655,438	7,202,301	9,957,637
Due from fiduciary fund	35	-	-	35
Due from governmental funds	214,496	301,655	-	516,151
Receivables, net	1,346,407	1,527,052	300,027	3,173,486
Inventory	30,470	4,824	-	35,294
Prepaid expenses	-	-	8,850	8,850
Total current assets	4,070,645	3,196,962	7,762,421	15,030,028
Noncurrent assets				
Nondepreciable capital assets	353,057	1,567,710	-	1,920,767
Depreciable capital assets	8,717,651	1,406,153	11,715,961	21,839,765
Total assets	13,141,353	6,170,825	19,478,382	38,790,560
DEFERRED OUTFLOWS OF RESOURCES				
Pension deferrals	299,581	219,133	246,787	765,501
Total assets and deferred outflows of resources	13,440,934	6,389,958	19,725,169	39,556,061
LIABILITIES				
Current liabilities				
Accounts payable and other current liabilities	131,419	46,584	339,635	517,638
Current maturities on bonds payable	363,225	88,802	-	452,027
Accrued interest payable	352,457	113,830	-	466,287
Total current liabilities	847,101	249,216	339,635	1,435,952
Noncurrent liabilities				
Bonds payable	9,795,939	2,802,284	-	12,598,223
Construction loan	-	-	50,000	50,000
Other postemployment benefits	2,779,772	1,597,000	-	4,376,772
Net pension liability	289,119	211,481	238,169	738,769
Total liabilities	13,711,931	4,859,981	627,804	19,199,716
DEFERRED INFLOWS OF RESOURCES				
Pension deferrals	54,748	40,046	45,100	139,894
Total liabilities and deferred inflows of resources	13,766,679	4,900,027	672,904	19,339,610
NET POSITION				
Net investment in capital assets	1,011,442	738,215	11,715,961	13,465,618
Restricted for				
Capital improvements	1,087,641	655,438	7,202,301	8,945,380
Waterline extensions	1,012,257	-	-	1,012,257
Unrestricted	(3,437,085)	96,278	134,003	(3,206,804)
Total net position	\$ (325,745)	\$ 1,489,931	\$ 19,052,265	\$ 20,216,451

City of Saratoga Springs, New York

Fund Financial Statements Statement of Revenues, Expenses, and Changes in Net Position - Proprietary Funds

	Year Ended December 31, 2017			
	Water Activities	Sewer Activities	City Center Activities	Total
OPERATING REVENUES				
Water charges	\$ 3,430,918	\$ -	\$ -	\$ 3,430,918
Sewer charges	-	4,353,900	-	4,353,900
Facility charges	-	-	866,453	866,453
Other operating revenues	40,677	13,426	-	54,103
Total operating revenues	<u>3,471,595</u>	<u>4,367,326</u>	<u>866,453</u>	<u>8,705,374</u>
OPERATING EXPENSES				
Costs of sales and services	2,142,427	3,403,364	669,403	6,215,194
Administration	788,880	842,520	1,144,347	2,775,747
Depreciation	533,136	34,981	588,249	1,156,366
Total operating expenses	<u>3,464,443</u>	<u>4,280,865</u>	<u>2,401,999</u>	<u>10,147,307</u>
Operating income (loss)	<u>7,152</u>	<u>86,461</u>	<u>(1,535,546)</u>	<u>(1,441,933)</u>
NONOPERATING REVENUES (EXPENSES)				
Hotel occupancy tax	-	-	1,348,748	1,348,748
Other revenue	-	-	20,466	20,466
Interest and earnings	937	98	7,473	8,508
Interest expense	(347,062)	(133,053)	(1,870)	(481,985)
Total nonoperating revenues (expenses)	<u>(346,125)</u>	<u>(132,955)</u>	<u>1,374,817</u>	<u>895,737</u>
Loss before transfers	<u>(338,973)</u>	<u>(46,494)</u>	<u>(160,729)</u>	<u>(546,196)</u>
Transfer from governmental funds	196,636	-	133,971	330,607
Transfer to governmental funds	<u>(190,203)</u>	<u>-</u>	<u>-</u>	<u>(190,203)</u>
CHANGE IN NET POSITION	<u>(332,540)</u>	<u>(46,494)</u>	<u>(26,758)</u>	<u>(405,792)</u>
NET POSITION, <i>beginning of year</i>	<u>6,795</u>	<u>1,536,425</u>	<u>19,079,023</u>	<u>20,622,243</u>
NET POSITION, <i>end of year</i>	<u><u>\$ (325,745)</u></u>	<u><u>\$ 1,489,931</u></u>	<u><u>\$ 19,052,265</u></u>	<u><u>\$ 20,216,451</u></u>

City of Saratoga Springs, New York

Fund Financial Statements Statement of Cash Flows - Proprietary Funds

	Year Ended December 31, 2017			
	Water	Sewer	City Center	Total
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES				
Charges for services	\$ 3,630,306	\$ 4,698,035	\$ 903,336	\$ 9,231,677
Payments to contractors and suppliers	(767,115)	(3,204,230)	(1,108,973)	(5,080,318)
Payments to employees, payroll taxes and benefits	(1,812,046)	(827,592)	(585,213)	(3,224,851)
	<u>1,051,145</u>	<u>666,213</u>	<u>(790,850)</u>	<u>926,508</u>
CASH FLOWS PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES				
Purchase of capital assets	(497,064)	(114,195)	-	(611,259)
Bond proceeds	1,275,000	725,000	-	2,000,000
Construction loan advances	-	-	50,000	50,000
Payment on bonds	(444,304)	(70,899)	-	(515,203)
Interest paid	(310,387)	(89,015)	(1,870)	(401,272)
	<u>23,245</u>	<u>450,891</u>	<u>48,130</u>	<u>522,266</u>
CASH FLOWS PROVIDED (USED) BY NONCAPITAL AND RELATED FINANCING ACTIVITIES				
Other general revenues	-	-	1,369,214	1,369,214
Transfers and other	(206,943)	(301,655)	133,971	(374,627)
	<u>(206,943)</u>	<u>(301,655)</u>	<u>1,503,185</u>	<u>994,587</u>
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES				
Interest received	<u>937</u>	<u>98</u>	<u>7,473</u>	<u>8,508</u>
Net increase in cash and cash equivalents	868,384	815,547	767,938	2,451,869
CASH AND CASH EQUIVALENTS, <i>beginning of year</i>	<u>1,610,853</u>	<u>547,884</u>	<u>6,685,606</u>	<u>8,844,343</u>
CASH AND CASH EQUIVALENTS, <i>end of year</i>	<u><u>\$ 2,479,237</u></u>	<u><u>\$ 1,363,431</u></u>	<u><u>\$ 7,453,544</u></u>	<u><u>\$ 11,296,212</u></u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating income (loss)	\$ 7,152	\$ 86,461	\$ (1,535,546)	\$ (1,441,933)
Depreciation expense	533,136	34,981	588,249	1,156,366
(Increase) decrease in				
Receivables, net	199,388	330,709	36,883	566,980
Inventory	2,788	2,788	-	5,576
Prepaid expenses	-	-	83	83
Deferred outflows of resources, pension deferrals	418,837	142,760	277,525	839,122
Increase (decrease) in				
Accounts payable and other current liabilities	33,681	14,472	84,107	132,260
Deferred inflows of resources, pension deferrals	(27,457)	(1,364)	(14,895)	(43,716)
Net pension liability	(348,862)	(110,027)	(227,256)	(686,145)
Other postemployment benefits	232,482	165,433	-	397,915
Net cash provided (used) by operating activities	<u><u>\$ 1,051,145</u></u>	<u><u>\$ 666,213</u></u>	<u><u>\$ (790,850)</u></u>	<u><u>\$ 926,508</u></u>

See accompanying Notes to Financial Statements.

City of Saratoga Springs, New York

Fund Financial Statements Statement of Fiduciary Net Position - Fiduciary Funds

	December 31, 2017	
	Agency Funds	Private Purpose Trust
ASSETS		
Cash and equivalents	\$ 1,152,871	\$ 36,547
LIABILITIES		
Due to other governments	1,152,836	-
Due to other funds	35	-
Total liabilities	1,152,871	-
NET POSITION	\$ -	\$ 36,547

City of Saratoga Springs, New York

Fund Financial Statements Statement of Changes in Fiduciary Net Position - Fiduciary Fund

	December 31, 2017
	Private Purpose Trust
ADDITIONS	
Private donations	\$ 450
Interest earnings	36
	<u>486</u>
DEDUCTIONS	
Culture and recreation	<u>372</u>
CHANGE IN NET POSITION	114
NET POSITION, <i>beginning of year</i>	<u>36,433</u>
NET POSITION, <i>end of year</i>	<u>\$ 36,547</u>

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 1 - Organization and Summary of Significant Accounting Policies

The financial statements of the City of Saratoga Springs, New York (City) have been prepared in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

a. Reporting Entity

The City of Saratoga Springs, New York was incorporated as a City in 1915 and is governed by its Charter, City Local Laws, General City Law, and other general laws of the State of New York. The City is a municipal corporation governed by a five-member elected Council, one Mayor, and four Commissioners. Each Commissioner serves as the head of a department: Finance, Public Works, Public Safety, and Accounts. The Mayor serves as Chief Executive Officer, and the Commissioner of Finance serves as the Chief Fiscal Officer. The City provides water, sewer, police and fire protection, highway and street, cultural and recreational, public improvement, planning and zoning, and general administrative services to the residents of the City.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in U.S. GAAP. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependence. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to influence operations significantly, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the City and/or its citizens, or whether the activity is conducted within geographic boundaries of the City and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the City is able to exercise oversight responsibilities. Based on the application of these criteria, the following is a brief review of each potential component unit addressed in defining the City's reporting entity.

Excluded from the reporting entity:

The City of Saratoga Springs School District

The City of Saratoga Springs School District (District) was created by State legislation that designates the School Board as the governing authority. School Board members are elected by the qualified voters of the District. The School Board designates management and exercises complete responsibility for all fiscal matters. The City Council exercises no oversight over school operations.

The Saratoga Springs Housing Authority

The Saratoga Springs Housing Authority's (Housing Authority) governing board is appointed by the Chief Executive Officer of the City. The City provides no subsidy to the Housing Authority nor is it responsible for debt or operating deficits of the Housing Authority. The Housing Authority's debt is essentially supported by operating revenues of the Housing Authority and is not guaranteed by the City. The City does not appoint management of the Housing Authority nor does it approve the Authority's budget, contracts, or hiring staff. The City has no oversight responsibility for funds of the Housing Authority.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

The City's significant accounting policies are described below.

b. Government-wide and Fund Financial Statements

The governmental reporting model includes the following sections: Management's Discussion and Analysis, Government-wide Financial Statements, and Fund Financial Statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all nonfiduciary activities of the primary government. The effect of interfund activities has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of net position presents the financial condition of the City's activities at year-end. The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues. The statement of activities identifies the net expense or revenue from each activity, and identifies the amount of general revenues needed to help finance the specific activities.

Funds are classified into three categories: governmental, proprietary, and fiduciary. Each category, in turn, is divided into separate "fund types."

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though fiduciary funds are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements. A fund is a separate accounting entity with a self-balancing set of accounts.

c. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide, proprietary fund, and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. All assets, deferred outflows of resources, liabilities, and deferred inflows of resources are recorded in these statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, generally only current assets and current liabilities are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balances of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financial uses) in net current assets.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

c. Measurement Focus, Basis of Accounting, and Financial Statement Presentation - Continued

Under the modified accrual basis of accounting, governmental fund revenues are recognized when susceptible to accrual (i.e., as soon as they are both measurable and available). "Measurable" means the amount of the transaction can be reasonably determined, and "available" means the related cash resources are collectible within the current period or soon enough thereafter to be used to pay current liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, water and sewer rents, sales taxes, mortgage taxes, franchise taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when the City receives cash, i.e., fines, permits, and parking meter revenues.

The City also reports deferred inflows of resources on its fund financial statements for certain revenues other than property taxes. Deferred inflows of resources arise when potential revenue does not meet both of the "measurable" and "available" criteria for recognition in the current period. Deferred inflows of resources also arise when the City receives resources before it has a legal claim to them, as when grant monies are received prior to the occurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the City has a legal claim to the resources, the liability for its deferred inflows of resources is removed from the balance sheet and revenue recognized.

Governmental fund expenditures are recorded when the fund liability is incurred except that:

- Payments for acquisition of inventory type items are recorded as expenditures when the related amounts are due and payable. This method is generally referred to as the "purchase" method, as opposed to the "consumption" method used in the government-wide financial statements.
- Principal and interest on indebtedness are recorded as expenditures when the related debt service amounts are due and payable, which normally approximates the date the debt is paid.
- Compensated absences, such as vacation leave and compensation time, which vest or accumulate with eligible employees, are recorded as expenditures in the payroll period that the credits are used by employees.
- Costs of acquiring capital assets are recorded as expenditures when the related acquisition amounts are due and payable.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

d. Fund Accounting

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The activities of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred inflows of resources, liabilities, deferred inflows of resources, fund balance, revenues, expenditures, and other financing sources (uses) which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with specific regulations or limitations. The City's fund types are as follows:

Fund Types

Governmental Funds are those through which most governmental functions are financed. The acquisition, use, and balances of expendable financial resources and the related liabilities are accounted for through governmental funds. The City's governmental funds are as follows:

- i. The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. This fund operates within the financial limits of an annual budget adopted by the City Council.
- ii. The *Debt Service Fund* accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.
- iii. The *Capital Project Funds* account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds). Financing is generally provided from proceeds of bonds, notes, federal and state grants, and transfers from other governmental funds.
- iv. *Special Revenue Funds* are used to account for specific revenues (other than those generated for major capital projects) that are legally restricted to expenditures for particular purposes. The Special Grant Fund (Community Development) is used to account for federally-funded community development block grants, revolving loan funds, and other federally-funded programs. The City has two special districts: the Downtown Special Assessment District (SAD) and the West Avenue Special Assessment District (WASAD). Both were established to make improvements within the boundaries of the applicable districts and are funded by special assessments on the property owners within each district.

Proprietary Funds represent the City's business-type activities and include Enterprise Funds. Enterprise funds are used to report activities for which fees are charged to external customers for goods and services provided, and the City's fee pricing policies are established to recover costs of providing such service, including capital costs, such as depreciation or debt service. Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the fund's principal ongoing operations. The principal operating revenues are charges to customers for sales and services. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. The City maintains the following enterprise funds:

- i. The *Water Fund* is used to report operations of the City's water treatment and supply facilities that provide drinking water to all City residents, as well as to certain local communities outside the City's corporate boundaries. Users of the water system, inside and outside the City limits, are charged a user fee to pay for the operation of the Water Fund. The fund also records revenues and expenses associated with extending the water line. A water service connection fee is collected when a new user taps into the system, and the revenue is reserved for future expansion of the system.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

d. Fund Accounting - Continued

Fund Types - Continued

Proprietary Funds - Continued

- ii. The *Sewer Fund* is used to report operations of the City's wastewater treatment facilities and sanitary sewer system that is provided to all City residents. The sewer system infrastructure is owned by the Saratoga County Sewer District. Users of the sewer system are charged a fee based on an annual bill from the Saratoga County Sewer District.
- iii. The *City Center Authority Fund* (Authority) accounts for the day-to-day business operations of the convention and tourism center. The Authority was created by State legislation for the purpose of operating and maintaining the Saratoga City Center (City Center). The execution of the daily operations of the City Center rests with the Authority. The City Council maintains fiscal control over the Authority through various aspects of State legislation and, therefore, has included the financial position as well as the operations of the City Center in the City's financial statements.

Fiduciary Funds are used to report resources that are held by the City in a trustee or agency capacity for others and cannot be used to support the City's own programs. The City maintains agency funds to account for assets that the City holds on behalf of others as their agent. The City maintains a private purpose trust fund to account for private donations to support a veterans' memorial in Congress Park.

e. Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses/expenditures and other financing sources (uses) during the reporting year. Actual results could differ from those estimates.

f. Interfund Receivables/Payables

During the year, transactions often occur between the various funds. Transactions considered loans or advances to be repaid are recorded as current assets and liabilities in the fund financial statements as either "due to or due from other funds." In the government-wide financial statements, amounts due to and from the same activities are eliminated. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

g. Receivables

All property and school tax receivables are shown net of an allowance for uncollectibles. The property and school tax receivables allowance is equal to 6% of outstanding property and school taxes at December 31, 2017. Water and sewer rents not collected by year end are relieved on the subsequent year's tax roll.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

g. Receivables - Continued

Property taxes attach as an enforceable lien on property as of October 1. Taxes are levied on January 1 and are payable in four installments on the first of March, June, September, and December. The City bills and collects its own property taxes and also collects taxes for Saratoga County and the delinquent taxes for the School District. City property tax revenues are recognized when levied to the extent that they result in current receivables.

Economic development and rehabilitation loans are shown net of an allowance for uncollectibles. Non-performing loans are evaluated for collectability on a periodic basis but not less than annually. The City pursues all legal options to help ensure the collection of outstanding balances. A reserve of approximately \$109,000 for non-performing loans has been established in the Special Grants Fund by the City, based on currently known facts regarding the probability of collection.

h. Inventory

Inventory in the proprietary funds is valued at the lower of cost (first-in, first-out method) or market (net realizable value). Inventory consists of expendable supplies held for consumption.

i. Capital Assets, Net

Capital assets include land, buildings, improvements, machinery, equipment, vehicles and infrastructure (e.g., roads, sidewalks, and similar items). Capital assets are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an estimated useful life of six or more years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

All capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	50
Improvements	20
Streets/roads	25
Sewer and water infrastructure	75
Other infrastructure	25-30
Machinery, equipment, and vehicles	5-20

Long-lived assets to be held and used are tested for recoverability whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over its fair value. There were no impairments of long-lived assets as of December 31, 2017.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

j. Net Position

Net position is reported as restricted when constraints placed on net position use are either:

- a. Externally imposed by creditors (such as debt covenants), grantors, contributors, laws or regulations of other governments; or
- b. Imposed by law through constitutional provisions or enabling legislation.

Enabling legislation authorizes the City to assess, levy, or otherwise mandate payment of resources and includes legally enforceable requirements that those resources be used for that specific purpose stipulated in legislation. A legally enforceable requirement is one that an outside party (such as citizens, public interest groups, or the judiciary) can compel the government to honor. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

Net investment in capital assets consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Unrestricted net position is the net amount of assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted components of net position described above.

k. Fund Balance

Fund balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The five fund balance classifications are as follows:

Nonspendable - Amounts that cannot be spent because they are either (a) not in spendable form, or (b) are legally or contractually required to be maintained intact.

Restricted - Amounts that have restraints that are either (a) externally imposed by creditors, grantors, contributors, or laws and regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed - Amounts that can only be used for specific purposes pursuant to constraints imposed by a formal action such as legislation, resolution or ordinance by the government's highest level of decision-making authority.

Assigned - Amounts that are constrained only by the government's *intent* to be used for a specified purpose, but are not restricted or committed in any manner.

Unassigned - The residual amount in the general fund after all of the other classifications have been established. In a special revenue fund, if expenditures and other financing uses exceed the amounts restricted, committed or assigned for those purposes, then a negative unassigned fund balance will occur.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

k. Fund Balance - Continued

The City's fund balance policy is set by the Council, the highest level of decision-making authority. The City considers formal action for a committed fund balance to be the passing of a resolution by the Council. The Council has delegated the ability to assign fund balance to the Commissioner of Finance. The City considers funds to be expended in the order of restricted, committed, assigned, and unassigned. In accordance with the City's fund balance policy, unrestricted fund balance in the General, Water, and Sewer Funds may not be less than 10% and not more than 25% of the total adopted budgeted expenditures of the Fund. In the event the unrestricted fund balance of the Fund exceeds the maximum requirement, the excess may be utilized for any lawful purpose approved by the Council.

l. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused sick pay benefits. All sick pay is accrued when incurred in the government-wide financial statements. Expenditures for these amounts are reported in governmental funds when paid to employees.

m. Long-Term Obligations

In the government-wide and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the statements of net position. Bonds payable are reported net of applicable bond premium or discount, if any.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

The City's special assessment districts, SAD and WASAD, have outstanding bonded debt. SAD currently makes the annual debt payment on the Putnam Street parking deck project when due and has an arrangement with the City for reimbursement in the event there is default by a taxpayer. WASAD is repaying its 50% share of the betterment on the West Avenue improvement project debt on an extended payment plan. The City makes the scheduled debt payment annually, and WASAD reimburses the City every year at a lower amount than the actual debt. When the bond is fully paid off, WASAD will continue to reimburse the City for its remaining portion of the bond.

n. Deferred Outflows and Inflows of Resources

The City reports certain financial transactions that do not meet the definition of an asset or liability as a deferred outflow or deferred inflow of resources. Deferred outflows and deferred inflows of resources are reported in separate sections following assets and liabilities, respectively. The City also reports deferred inflows of resources in the governmental funds for receivable balances that do not meet the "availability" criterion for revenue recognition.

The City has reported deferred outflows of resources for a deferred loss on refunding bonds in the government-wide statement of net position. These amounts result from the difference in the carrying value of the refunded debt and its reacquisition price. These amounts are deferred and amortized over the shorter of the life of the refunded or refunding debt.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

n. Deferred Outflows and Inflows of Resources - Continued

The City has reported deferred inflows of resources for real property taxes and other unavailable resources in the governmental funds. Real property taxes received in advance of the lien date are reported as deferred inflows of resources within the general fund and government-wide financial statements. These amounts are deferred and recognized as an inflow of resources in the period that the amount becomes available.

Pension related deferred outflows of resources and deferred inflows of resources are reported in the governmental and business-type activities, and the respective enterprise funds.

o. Adoption of New Accounting Standard

Governmental Accounting Standards Board Statement No. 80, *Blending Requirements for Certain Component Units* (GASB 80). GASB No. 80 provides clarity on how certain component units incorporated as not-for-profit corporations should be presented in the financial statements of the primary state or local government. The adoption of this accounting standard did not impact the City's financial statements.

p. Subsequent Events

The City has evaluated subsequent events for potential recognition or disclosure through July 24, 2018, the date the financial statements were available to be issued.

Note 2 - Stewardship, Compliance, and Accountability

The City's budget adoption process is described in the City Charter. The Mayor and the Commissioners present their budget requirements for the following fiscal year to the Commissioner of Finance on or before October 1 each year for the General, Debt Service, Water, Sewer, Special Assessment Districts, and City Center funds. The Commissioner of Finance then prepares a proposed budget for the forthcoming year and submits it to the City Council on or before the third Monday in October. After receiving the proposed budget, the City Council establishes a date, time, and place for a public hearing with public notice duly advertised of such hearing. At a regular or special meeting held after the public hearing but not later than the 30th day of November, the City Council adopts, or amends and adopts, the budget for the ensuing fiscal year. Expenditures may not legally exceed budgeted appropriations at the activity level. During the year, several supplementary appropriations are usually necessary.

Budgets for the Special Grant Fund are adopted for each federal program as they occur, and generally on a federal program year. Budgets for major capital projects are adopted on an as needed basis and remain in effect for the life of the project. Generally, major capital projects are financed by bonds, capital grants, and/or other applicable financing sources. Current appropriations for capital expenditures are adopted according to the above-described timetable.

Encumbrance accounting is employed in governmental funds. Encumbrances (e.g., purchase orders, contracts) outstanding at year-end are reported as reservations of fund balances and do not constitute expenditures or liabilities because the commitments will be reappropriated and honored during the subsequent year.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds

a. Cash, Cash Equivalents, and Investments

Cash and cash equivalents include amounts in demand deposits, time deposits, and short-term investments with a maturity date within three months of the date acquired by the City and cash on hand.

The City's investment policies are governed by New York State statutes. In addition, the City has its own investment policy. In accordance with New York State statutes and the City's investment policy, City monies must be deposited in Federal Deposit Insurance Corporation (FDIC) insured commercial banks or trust companies located within the State. The City is authorized to use demand deposits, time deposits, and certificates of deposit. Permissible investments include obligations of the United States Treasury and United States agencies, and obligations of New York State or its localities. When applicable, the City values investment securities at fair value.

Collateral

New York State statutes require the City to collateralize its cash deposits in excess of the FDIC limit of \$250,000. This collateral must be in the form of state and local government securities held in trust for and pledged to secure the City's deposits. The City's bank balances of \$37,646,484 were fully insured and collateralized with the exception of \$412,648 in deposits at one financial institution that was exposed to custodial credit risk.

Cash, Cash Equivalents, and Investments, Restricted

The City had restricted cash and cash equivalents for governmental activities, comprised of the following:

Capital improvements	\$ 1,399,244
Capital projects	7,610,374
Debt service	1,925,439
Tax stabilization	732,885
Retirement reserve	300,290
Insurance reserve	175,076
Special district	1,973
Community development	78,968

Total restricted cash and cash equivalents	<u>\$ 12,224,249</u>
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The City had restricted cash and cash equivalents for business-type activities, comprised of the following:

City Center capital improvements	\$ 7,202,301
Water capital projects	2,099,898
Sewer capital projects	655,438
Total restricted	<u>\$ 9,957,637</u>

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

b. Receivables

Receivables at year-end for the City's governmental and business-type activities, categorized by individual fund and in the aggregate, including applicable allowances for uncollectible accounts, are as follows:

Receivables	Governmental Funds				Enterprise Funds			Total
	General	Capital	Debt Service	Special Grant	Water	Sewer	Center Authority	
City and county taxes	\$ 621,727	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 621,727
School taxes	526,039	-	-	-	-	-	-	526,039
Tax sales	1,429,803	-	-	-	-	-	-	1,429,803
Water rents	-	-	-	-	1,397,138	-	-	1,397,138
Sewer rents	-	-	-	-	-	1,605,209	-	1,605,209
Accounts	2,097,276	-	-	-	3,385	165	29,895	2,130,721
Rehabilitation loans	-	-	-	328,713	-	-	-	328,713
State and federal	2,543,495	147,350	-	69,447	-	-	-	2,760,292
Other governments	251,155	165,225	-	-	-	-	270,132	686,512
Total net receivables	7,469,495	312,575	-	398,160	1,400,523	1,605,374	300,027	11,486,154
Allowance for uncollectible accounts	(34,166)	-	-	(109,394)	(54,116)	(78,322)	-	(275,998)
Total net receivables	<u>\$ 7,435,329</u>	<u>\$ 312,575</u>	<u>\$ -</u>	<u>\$ 288,766</u>	<u>\$ 1,346,407</u>	<u>\$ 1,527,052</u>	<u>\$ 300,027</u>	<u>\$ 11,210,156</u>

These receivables are shown in the statement of net position as follows:

Receivables, net of allowances	
Governmental activities	\$ 8,036,670
Business-type activities	3,173,486
	<hr/>
Total	<u>\$ 11,210,156</u>

c. Capital Assets

Capital asset activity was as follows:

Governmental Activities	Year Ended December 31, 2017			Balance December 31, 2017
	Balance January 1, 2017	Additions/ Adjustment	Retirement Reclassifications	
Capital assets not being depreciated				
Land	\$ 5,516,625	\$ 137,156	\$ -	\$ 5,653,781
Work in progress	5,336,836	1,531,207	(3,931,954)	2,936,089
Total capital assets not being depreciated	<u>10,853,461</u>	<u>1,668,363</u>	<u>(3,931,954)</u>	<u>8,589,870</u>
Depreciable capital assets				
Buildings	26,518,219	578,187	-	27,096,406
Improvements	10,436,304	4,451,935	-	14,888,239
Machinery, equipment, and vehicles	16,477,840	1,857,632	(533,858)	17,801,614
Infrastructure	57,829,520	263,767	(143,064)	57,950,223
Total depreciable capital assets	<u>111,261,883</u>	<u>7,151,521</u>	<u>(676,922)</u>	<u>117,736,482</u>
Less accumulated depreciation				
Buildings	5,978,464	472,208	-	6,450,672
Improvements	4,804,000	631,911	-	5,435,911
Machinery, equipment, and vehicles	12,318,729	921,952	(289,592)	12,951,089
Infrastructure	30,040,090	595,452	(139,903)	30,495,639
Total accumulated depreciation	<u>53,141,283</u>	<u>2,621,523</u>	<u>(429,495)</u>	<u>55,333,311</u>
Net depreciable capital assets	<u>58,120,600</u>	<u>4,529,998</u>	<u>(247,427)</u>	<u>62,403,171</u>
Total net capital assets governmental activities	<u>\$ 68,974,061</u>	<u>\$ 6,198,361</u>	<u>\$ (4,179,381)</u>	<u>\$ 70,993,041</u>

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

c. Capital Assets - Continued

Business-type Activities	Year Ended December 31, 2017			Balance December 31, 2017
	Balance January 1, 2017	Additions/ Adjustment	Retirement Reclassifications	
Water activity				
Capital assets not being depreciated				
Land	\$ 325,841	\$ -	\$ -	\$ 325,841
Work in progress	8,012	19,204	-	27,216
Total capital assets not being depreciated	333,853	19,204	-	353,057
Depreciable capital assets				
Buildings	749,195	-	-	749,195
Improvements	3,783,166	477,860	-	4,261,026
Machinery, equipment, and vehicles	1,634,280	-	-	1,634,280
Infrastructure	16,897,839	-	-	16,897,839
Total depreciable capital assets	23,064,480	477,860	-	23,542,340
Less accumulated depreciation				
Buildings	308,134	13,057	-	321,191
Improvements	567,797	148,406	-	716,203
Machinery, equipment, and vehicles	562,214	111,226	-	673,440
Infrastructure	12,853,408	260,447	-	13,113,855
Total accumulated depreciation	14,291,553	533,136	-	14,824,689
Net depreciable capital assets	8,772,927	(55,276)	-	8,717,651
Total net capital assets water activities	\$ 9,106,780	\$ (36,072)	\$ -	\$ 9,070,708
Business-type Activities	Year Ended December 31, 2017			Balance December 31, 2017
	Balance January 1, 2017	Additions/ Adjustment	Retirement Reclassifications	
Sewer activity				
Capital assets not being depreciated				
Work in progress	\$ 1,453,515	\$ 114,195	\$ -	\$ 1,567,710
Depreciable capital assets				
Improvements	227,246	-	-	227,246
Machinery, equipment, and vehicles	17,267	-	-	17,267
Infrastructure	1,383,850	-	-	1,383,850
Total depreciable capital assets	1,628,363	-	-	1,628,363
Less accumulated depreciation				
Improvements	34,409	7,187	-	41,596
Machinery, equipment, and vehicles	58,739	1,175	-	59,914
Infrastructure	94,081	26,619	-	120,700
Total accumulated depreciation	187,229	34,981	-	222,210
Net depreciable capital assets	1,441,134	(34,981)	-	1,406,153
Total net capital assets sewer activities	\$ 2,894,649	\$ 79,214	\$ -	\$ 2,973,863
City Center				
Depreciable capital assets				
Machinery, equipment, and vehicles	\$ 134,955	\$ -	\$ -	\$ 134,955
Buildings	14,706,228	-	-	14,706,228
	14,841,183	-	-	14,841,183
Less accumulated depreciation				
Machinery, equipment, and vehicles	134,956	-	-	134,956
Buildings	2,402,017	588,249	-	2,990,266
Total accumulated depreciation	2,536,973	588,249	-	3,125,222
Total net capital assets City Center	\$ 12,304,210	\$ (588,249)	\$ -	\$ 11,715,961

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

c. Capital Assets - Continued

Depreciation expense was charged to functions/programs as follows:

Mayor	\$ 16,349
Finance	27,374
DPW	900,072
DPS	103,559
Accounts	4,683
Other General government support	3,780
Police	185,471
Fire	356,626
Home and community service	26,051
Transportation	424,390
Culture and recreation	<u>573,168</u>
Total depreciation expense for governmental activities	<u>\$ 2,621,523</u>
Water	\$ 533,136
Sewer	34,981
City Center Authority	<u>588,249</u>
Total depreciation expense for business-type activities	<u>\$ 1,156,366</u>

d. Interfund Receivables, Payables, and Transfers

The composition of interfund balances is as follows:

Amounts due to/from other funds in the fund financial statements:

	December 31, 2017	
	Due From	Due To
General	\$ 1,028,019	\$ 516,186
Water	214,496	-
Sewer	301,655	-
Capital Projects	-	1,007,984
Downtown Special Assessment District	-	20,000
	<u>\$ 1,544,170</u>	<u>\$ 1,544,170</u>

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

d. Interfund Receivables, Payables, and Transfers - Continued

Amounts due to/from activities in the government-wide financial statements:

	December 31, 2017	
	Due To	Due From
General	\$ -	\$ 516,116
Water	214,496	-
Sewer	301,655	-
Trust and Agency	-	35
	<u>\$ 516,151</u>	<u>\$ 516,151</u>

Interfund transfers in the governmental fund financial statements between governmental funds were as follows:

	December 31, 2017					
Transfers Out	Transfers In					
	General	Capital Projects	Debit Service	Water	City Center	Totals
General Fund	\$ -	\$ -	\$ 143,501	\$ -	\$ 133,971	\$ 277,472
Capital Projects	-	-	6,690	-	-	6,690
Debt Service	-	-	-	144,545	-	144,545
West Avenue Special Assessment District	-	-	49,503	-	-	49,503
Community Development	84,802	-	-	-	-	84,802
Water	48,112	90,000	-	52,091	-	190,203
	<u>\$ 132,914</u>	<u>\$ 90,000</u>	<u>\$ 199,694</u>	<u>\$ 196,636</u>	<u>\$ 133,971</u>	<u>\$ 753,215</u>

In the government-wide statement of net position, interfund receivables and payables between governmental activities were eliminated, leaving \$516,151 due to the business-type activities. In the government-wide statement of activities, interfund transfers of \$563,012 between governmental activities were eliminated, leaving \$140,404 in transfers from the governmental activities to the business-type activities.

e. Long-Term Liabilities

The changes in the City's long-term liabilities were as follows:

	Year Ended December 31, 2017				
	Balance January 1, 2017	New Issues/ Additions	Maturities and/or Payments	Balance December 31, 2017	Due Within On Year
Governmental activities					
Bonds payable	\$ 39,740,371	\$ 5,881,574	\$ 1,810,621	\$ 43,811,324	\$ 1,949,547
Bond premiums	1,618,652	-	115,399	1,503,253	111,803
	<u>41,359,023</u>	<u>5,881,574</u>	<u>1,926,020</u>	<u>45,314,577</u>	<u>2,061,350</u>
Other non-current liabilities					
Capital lease obligations	453,615	-	51,427	402,188	64,920
Claims payable	1,000,000	-	-	1,000,000	1,000,000
Compensated absences	4,102,956	1,326,344	919,990	4,509,310	451,000
Net pension liability	15,674,146	-	5,193,697	10,480,449	-
Other postemployment benefits	53,715,703	10,275,188	2,687,655	61,303,236	-
	<u>74,946,420</u>	<u>11,601,532</u>	<u>8,852,769</u>	<u>77,695,183</u>	<u>1,515,920</u>
Governmental activities long-term liabilities	<u>\$ 116,305,443</u>	<u>\$ 17,483,106</u>	<u>\$ 10,778,789</u>	<u>\$ 123,009,760</u>	<u>\$ 3,577,270</u>

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

e. Long-Term Liabilities - Continued

Business-type activities					
Bonds payable	\$ 11,578,953	\$ 2,000,000	\$ 528,703	\$ 13,050,250	\$ 452,027
Other non-current liabilities					
Net pension liability	1,424,914	-	686,145	738,769	-
Construction loan	-	50,000	-	50,000	-
Other postemployment benefits	3,978,857	567,650	169,735	4,376,772	-
	<u>5,403,771</u>	<u>617,650</u>	<u>855,880</u>	<u>5,165,541</u>	<u>-</u>
Business-type activities long-term liabilities	<u>\$ 16,982,724</u>	<u>\$ 2,617,650</u>	<u>\$ 1,384,583</u>	<u>\$ 18,215,791</u>	<u>\$ 452,027</u>

f. Indebtedness

i. General Obligation Bonds

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. On June 22, 2017, the City issued a \$7,881,574, 24-year general obligation bond. \$1,275,000 and \$725,000 of the proceeds of the bond were used to fund capital improvements in the Water Fund and Sewer Fund, respectively. The remaining \$5,881,574 of the bond issuance was used to finance governmental activities.

A summary of the City's general obligation serial bond transactions for the year ended December 31, 2017, is as follows:

Bonds payable, <i>beginning of year</i>	\$ 51,319,324
Bonds issued	7,881,574
Bonds retired	<u>(2,339,324)</u>
Bonds payable, <i>end of year</i>	<u>\$ 56,861,574</u>

General obligation bonds are direct obligations of the City and are pledged by the full faith and credit of the City. Generally, the City's general obligation bonds are tax exempt for federal and New York State income tax purposes. These bonds generally are issued as 20-year to 30-year serial bonds with equal amounts of principal and interest maturing each year. General obligation bonds currently outstanding for governmental and water and sewer activities are as follows:

Public Improvement Bonds	Issue Date	Maturity	Rate	December 31, 2017
Serial bond, general obligation	08/08	08/38	5.000%	\$ 4,175,000
Serial bond, general obligation	01/09	01/24	4.250%	405,000
Serial bond, general obligation	09/09	09/39	4.250%	1,180,000
Serial bond, general obligation	07/10	07/37	4.420%	1,290,000
Statutory installment bond	04/11	04/39	4.630%	1,885,000
Serial bond, general obligation	05/12	05/39	2.975%	5,790,000
Serial bond, general obligation	12/12	12/22	2.000%	290,000
Serial bond, general obligation	04/13	06/33	3.372%	3,685,000
Serial bond, general obligation	06/14	06/34	2.810%	4,555,000
Refunding bond	12/14	02/35	2.878%	17,205,000
Serial bond, general obligation	06/15	06/40	3.310%	5,640,000
Serial bond, general obligation	06/16	06/33	2.095%	2,880,000
Serial bond, general obligation	06/17	06/40	2.489%	<u>7,881,574</u>
				<u>\$ 56,861,574</u>

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

f. *Indebtedness* - Continued

i. *General Obligation Bonds* - Continued

Annual debt service requirements to maturity for general obligation bonds are as follows:

	Principal	Interest	Total
For the years ending December 31,			
2018	\$ 2,401,574	\$ 2,054,774	\$ 4,456,348
2019	2,590,000	1,868,115	4,458,115
2020	2,690,000	1,773,654	4,463,654
2021	2,795,000	1,674,859	4,469,859
2022	2,905,000	1,571,437	4,476,437
2023 - 2027	14,240,000	6,294,744	20,534,744
2028 - 2032	14,855,000	3,853,817	18,708,817
2033 - 2037	10,610,000	1,595,956	12,205,956
2038 - 2040	3,775,000	180,794	3,955,794
	<u>\$ 56,861,574</u>	<u>\$ 20,868,150</u>	<u>\$ 77,729,724</u>

Of the total outstanding indebtedness of the City in the sum of \$56,861,574, \$39,605,444 was subject to the statutory debt limit and represented approximately 49% of the City's \$80,523,104 self-imposed debt limit.

The City's general obligation bonds were issued at a premium, which is reported as a component of bonds payable in the government-wide statement of net position. Premiums on general obligation bonds are being amortized using the effective interest method over the life of the bonds. Bond premium amortization is reported as a component of interest expense.

ii. *Special Assessment Debt*

At December 31, 2017, the amount of special assessment debt outstanding for SAD and WASAD was \$435,640 and \$349,908, respectively. These amounts are reflected in the governmental activities statement of net position and included in the schedules above.

iii. *Lease Payables*

On March 7, 2008, the City entered into a lease agreement with Municipal Leasing Consultants for \$1,721,297 to finance energy-saving equipment. The rate of interest on the first \$1,000,000 is 2%, which was bought down by a New York State Energy Research and Development Authority (NYSERDA) grant. On December 14, 2012, the City issued a statutory installment bond in the amount of \$555,304 to refinance the portion of the lease not subsidized by NYSERDA. The principal balance remaining on the lease is \$402,188.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

f. *Indebtedness* - Continued

iv. *Other liabilities include the following:*

	January 1, 2017	Additions	Deletions	December 31, 2017
Sick time	\$ 3,179,387	\$ 449,973	\$ 142,925	\$ 3,486,435
Compensatory time	923,569	876,371	777,065	1,022,875
Total	<u>\$ 4,102,956</u>	<u>\$ 1,326,344</u>	<u>\$ 919,990</u>	<u>\$ 4,509,310</u>

v. *Construction Loan*

On January 10, 2017, the City Center Authority Fund entered into an agreement with The Adirondack Trust Company for a construction loan not-to-exceed \$7,500,000 to finance a new parking facility at High Rock and Maple Avenues. The City Center is required to make a minimum equity contribution of \$4,500,000 toward the project. The loan requires the City Center to maintain a minimum of \$500,000 in liquid funds as additional equity to be used for any contingent costs associated with the construction of the parking facility, for a total equity contribution of \$5,000,000. The City Center is required to establish a debt service reserve account at The Adirondack Trust Company in the amount of \$444,000. The construction loan bears interest at a rate of 3.3% for the first 10 years. After the fixed rate term, the rate will reset at each five year anniversary for the following five years based on *The Wall Street Journal* prime lending rate plus .50% (Taxable Rate) divided by a conversion factor, with a floor of 2.81%. Prior to twelve months after project commencement, the City is required to pay monthly interest payments on the construction loan. Twelve months after project commencement, the City Center is required to remit principal and interest payments sufficient to fully amortize the loan over a period of 26 years.

Collateral for the loan includes a first leasehold mortgage on the parking facility, assignment of rents, leases and profits, a security interest with corresponding UCC filings in all furniture, fixtures, equipment used in the operations of the property, and a first lien security interest in and assignment of all existing and future plans (buildings or otherwise), specifications, drawings, site places, all governmental permits and approvals, site plan approvals, building permits and other permits, all construction contracts, architects' contracts, engineer's contracts and other similar items that pertain to the construction of improvements in connection with the project.

The City Center has drawn \$50,000 of funds on the loan at December 31, 2017. The project was not considered to have commenced at December 31, 2017.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

g. Pension Plans

Plan Description

The City participates in the New York State and Local Employees' Retirement System (ERS) and the New York State and Local Police and Fire Retirement System (PFRS), which are collectively referred to as the New York State and Local Retirement System (System). These are cost-sharing, multiple-employer retirement systems. The net position of the System is held in the New York State Common Retirement Fund (Fund), which was established to hold all net assets and record changes in plan net position allocated to the System. The Comptroller of the State of New York serves as the Trustee of the Fund and is the administrative head of the System. The Comptroller is an elected official determined in a direct statewide election and serves a four-year term. System benefits are established under the provisions of the New York State Retirement and Social Security Law (NYSRSSL). Once a public employer elects to participate in the System, the election is irrevocable. The New York State Constitution provides that pension membership is a contractual relationship, and plan benefits cannot be diminished or impaired. Benefits can be changed for future members only by enactment of a State statute.

The System is included in the State's financial report as a pension trust fund. That report, including information with regard to benefits provided, may be obtained by writing to the New York State and Local Retirement System, 110 State Street, Albany, NY 12244.

The City also participates in the Public Employees' Group Life Insurance Plan (GLIP), which provides death benefits in the form of life insurance.

Plan Benefits

The System provides retirement benefits as well as death and disability benefits. Retirement benefits are established by the New York State Retirement and Social Security Law (RSSL) and are dependent upon the point in time at which the employees last joined the System. The RSSL has established distinct classes of membership. The System uses a tier concept within ERS and PFRS to distinguish these groups, as follows:

ERS

- Tier 1 - Those persons who last became members before July 1, 1973.
- Tier 2 - Those persons who last became members on or after July 1, 1973, but before July 27, 1976.
- Tier 3 - Generally, those persons who are State correction officers who last became members on or after July 27, 1976, but before January 1, 2010, and all others who last became members on or after July 27, 1976, but before September 1, 1983.
- Tier 4 - Generally, except for correction officers, those persons who last became members on or after September 1, 1983, but before January 1, 2010.
- Tier 5 - Those persons who last became members on or after January 1, 2010, but before April 1, 2012.
- Tier 6 - Those persons who first became members on or after April 1, 2012.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

g. Pension Plans - Continued

Plan Benefits - Continued

PFRS

- Tier 1 - Those persons who last became members before July 1, 1973.
- Tier 2 - Those persons who last became members on or after July 1, 1973, but before July 1, 2009.
- Tier 3 - Those persons who last became members on or after July 1, 2009, but before January 9, 2010.
- Tier 4 - Not applicable.
- Tier 5- Those persons who last became members on or after January 9, 2010, but before April 1, 2012, or who were previously PFRS Tier 3 members who elected to become Tier 5.
- Tier 6 - Those persons who first became members on or after April 1, 2012.

Generally, members of ERS and PFRS may retire at age 55; however, members of Tiers 2, 3, and 4 will receive a reduced benefit if they retire before age 62 with less than 30 years of service. Tier 5 members must be 62 years of age with at least ten years of service credit to retire with full benefits. The full benefit age for Tier 6 is 63 for ERS members and 62 for PFRS members. Tier 6 members with 10 years of service or more can retire as early as age 55 with reduced benefits. A member with less than five years of service may withdraw and obtain a refund, including interest, of the accumulated employee contributions. Members who joined the System prior to January 1, 2010 generally need five years of service to be 100 percent vested. Members who joined on or after January 1, 2010 (ERS) or January 9, 2010 (PFRS) need 10 years of service credit to be 100 percent vested.

Typically, the benefit for members in all Tiers within ERS and PFRS is 1.67 percent of final average salary for each year of service if the member retires with less than 20 years. If a Tier 1 or 2 member retires with 20 or more years of service, the benefit is 2 percent of final average salary for each year of service. If a Tier 3, 4, or 5 member retires with between 20 and 30 years of service, the benefit is 2 percent of final average salary for each year of service. If a Tier 3, 4, or 5 member retires with more than 30 years of service, an additional benefit of 1.5 percent of final average salary is applied for each year of service over 30 years. Final average salary for Tiers 1 through 5 is the average of the wages earned in the three highest consecutive years of employment. Each year used in the final average salary calculation is limited to no more than 20 percent of the previous year (Tier 1) or no more than 20 percent of the average of the previous two years (Tier 2). For Tier 3, 4, and 5 members, each year used in the final average salary calculation is limited to no more than 10 percent of the average of the previous two years. The benefit for Tier 6 members who retire with 20 years of service is 1.75 percent of final average salary for each year of service. If a Tier 6 member retires with more than 20 years of service, an additional benefit of 2 percent of final average salary is applied to each year of service over 20 years. The final average salary for a Tier 6 member is computed as the average of the wages earned in the five highest consecutive years. Each year of final average salary is limited to no more than 10 percent of the average of the previous four years.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

g. Pension Plans - Continued

Plan Benefits - Continued

An automatic post-employment benefit is provided annually to pensioners who have attained age 62 and have been retired for five years; to pensioners who have attained age 55 and have been retired for ten years; to all disability pensioners, regardless of age, who have been retired for five years; to ERS recipients of an accidental death benefit, regardless of age, who have been receiving such benefit for five years; and the spouse of a deceased retiree receiving a lifetime benefit under an option elected by the retiree at retirement. An eligible spouse is entitled to one-half the cost-of-living adjustment amount that would have been paid to the retiree when the retiree would have met the eligibility criteria. This cost-of-living adjustment is a percentage of the annual retirement benefit of the eligible member as computed on a base benefit amount not to exceed \$18,000 of the annual retirement benefit. The cost-of-living percentage shall be 50 percent of the annual Consumer Price Index as published by the U.S. Bureau of Labor, but cannot be less than 1 percent or greater than 3 percent.

Funding Policy

Employee contribution requirements depend upon the point in time at which an employee last joined the System. Most Tier 1 and Tier 2 members of ERS, and most members of PFRS are not required to make employee contributions. Employees in Tiers 3, 4, and 5 are required to contribute 3 percent of their salary, however, as a result of Article 19 of the RSSL, eligible Tier 3 and 4 employees who have ten or more years of membership or credited service within the System are not required to contribute. The Tier 6 contribution rate varies from 3 percent to 6 percent depending on salary. Tiers 5 and 6 members are required to contribute for all years of service. Members cannot be required to begin contributing or to make increased contributions beyond what was required when their memberships began.

Participating employers are required under the RSSL to contribute to the System at an actuarially determined rate adopted annually by the Comptroller. The average contribution rate for ERS for the fiscal year ended March 31, 2017 was approximately 15.5 percent of payroll. The average contribution rate for PFRS for the fiscal year ended March 31, 2017 was approximately 24.3 percent of payroll. Contributions made to the Systems for the current and two preceding years were as follows:

	ERS	PFRS	Total
2017	\$ 1,736,737	\$ 2,649,876	\$ 4,386,613
2016	1,644,685	2,960,169	4,604,854
2015	2,154,563	2,668,289	4,822,852

These contributions were equal to the 100% of the actuarially required contributions for each respective fiscal year.

The current ERS contribution for the City was charged to the governmental and business-type activities as indicated below. The Current PFRS contribution was charged to the General Fund.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

g. Pension Plans - Continued

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2017, the City reported a liability of \$10,480,449 in the governmental activities statement of net position and \$738,769 in the business-type activities statement of net position for its proportionate share of the net pension liability. The net pension liability was measured as of March 31, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating members, actuarially determined.

At December 31, 2017, the City's proportion was .0430345% in the Employee Retirement System and .3462039% in the Police and Fire Retirement System.

For the year ended December 31, 2017, the City recognized pension expense of \$5,956,301 in the governmental activities and \$427,791 in the business-type activities. At December 31, 2017, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Governmental Activities	
	Deferred Outflows of Resources	Deferred Inflows of Resources
ERS		
Differences between expected and actual experience	\$ 82,816	\$ 501,860
Change in assumptions	1,129,057	-
Net differences between projected and actual investment earnings on pension plan investments	660,112	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	144,970	123,953
City contributions subsequent to the measurement date	1,407,482	-
Total	<u>\$ 3,424,437</u>	<u>\$ 625,813</u>

	Governmental Activities	
	Deferred Outflows of Resources	Deferred Inflows of Resources
PFRS		
Differences between expected and actual experience	\$ 941,315	\$ 1,239,785
Change in assumptions	3,535,117	-
Net differences between projected and actual investment earnings on pension plan investments	1,071,666	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	53,053	800,570
City contributions subsequent to the measurement date	2,627,560	-
Total	<u>\$ 8,228,711</u>	<u>\$ 2,040,355</u>

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

g. Pension Plans - Continued

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - Continued

	Business-Type Activities	
	Deferred Outflows of Resources	Deferred Inflows of Resources
ERS		
Differences between expected and actual experience	\$ 18,513	\$ 112,186
Change in assumptions	252,390	-
Net differences between projected and actual investment earnings on pension plan investments	147,562	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	32,407	27,708
City contributions subsequent to the measurement date	314,629	-
Total	<u>\$ 765,501</u>	<u>\$ 139,894</u>

The amount of deferred outflows of resources resulting from contributions made subsequent to the measurement date will be recognized as a reduction in the net pension liability in the year ending December 31, 2018. The remaining cumulative net amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

	ERS		
	Governmental Activities	Business Type-Activities	Total
Year ending December 31,			
2018	\$ 632,167	\$ 141,315	\$ 773,482
2019	632,167	141,315	773,482
2020	591,384	132,198	723,582
2021	(464,576)	(103,850)	(568,426)
Total	<u>\$ 1,391,142</u>	<u>\$ 310,978</u>	<u>\$ 1,702,120</u>

	PFRS
	Governmental Activities
Year ending December 31,	
2018	\$ 1,237,491
2019	1,237,491
2020	1,157,506
2021	(187,277)
2022	115,585
Total	<u>\$ 3,560,796</u>

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

g. Pension Plans - Continued

Actuarial Assumptions

The total pension liability at March 31, 2017 was determined by using an actuarial valuation as April 1, 2016, with update procedures used to rollforward the total pension liability to March 31, 2017. The actuarial valuations used the following actuarial assumptions:

Actuarial Cost Method	Entry age normal
Inflation Rate	2.5 percent
Salary Scale	
ERS	3.8 percent, indexed by service
PFRS	4.5 percent, indexed by service
Investment rate of return, including inflation	7.0 percent compounded annually, net of expenses
Decrement	Based on FY 2011-2015 experience
Mortality improvement	Society of Actuaries' Scale MP-2014

Annuitant mortality rates are based on April 1, 2010 - March 31, 2015 System experience with adjustments for mortality improvements based on the Society of Actuaries' Scale MP-2015.

The actuarial assumptions used in the April 1, 2016 valuations are based on the results of actuarial experience study for the period April 1, 2010 - March 31, 2015.

The long-term rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by each the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation as of March 31, 2017 are summarized below:

<u>Asset Type</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate</u>
Domestic equity	36.00%	4.55%
International equity	14.00%	6.35%
Private equity	10.00%	7.75%
Real estate	10.00%	5.80%
Absolute return strategies	2.00%	4.00%
Opportunities portfolio	3.00%	4.89%
Real assets	3.00%	5.54%
Bonds and mortgages	17.00%	1.31%
Cash	1.00%	-0.25%
Inflation indexed bonds	4.00%	1.50%
	<u>100.00%</u>	

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

g. Pension Plans - Continued

Discount Rate

The discount rate used to calculate the total pension liability was 7.0%. The projection of cash flows used to determine the discount rate assumes that contributions from plan members will be made at the current contribution rates and that contributions from employers will be made at statutorily required rates, actuarially. Based upon the assumptions, the System's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Proportionate Share of the Net Pension Liability to the Discount Rate Assumption

The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.0%, as well as what the City's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1 percentage point lower (6.0%) or 1 percentage point higher (8.0%) than the current rate:

	1% Decrease (6.0%)	Current Discount (7.0%)	1% Increase (8.0%)
ERS			
City's proportionate share of the net pension liability (asset)	<u>\$ 12,914,505</u>	<u>\$ 4,043,615</u>	<u>\$ (3,456,706)</u>
Proprietary activities	\$ 2,329,490	\$ 738,769	\$ (760,475)
Governmental activities	<u>10,585,015</u>	<u>3,304,846</u>	<u>(2,696,231)</u>
	<u>\$ 12,914,505</u>	<u>\$ 4,043,615</u>	<u>\$ (3,456,706)</u>
PFRS			
City's proportionate share of the net pension liability (asset)			
Governmental activities	<u>\$ 20,342,415</u>	<u>\$ 7,175,603</u>	<u>\$ (3,868,131)</u>

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 3 - Detailed Notes on all Funds - Continued

g. Pension Plans - Continued

Pension Plan Fiduciary Net Position

The components of the current-year net pension liability of the employers as of March 31, 2017, were as follows:

	(Dollars in Thousands)		
	Employees' Retirement System	Police and Fire Retirement System	Total
Employers' total pension liability	\$ 177,400,586	\$ 31,670,483	\$ 209,071,069
Plan net position	(168,004,363)	(29,597,830)	(197,602,193)
Employers' net pension liability	<u>\$ 9,396,223</u>	<u>\$ 2,072,653</u>	<u>\$ 11,468,876</u>
Ratio of fiduciary net position to total pension liability	<u>94.7%</u>	<u>93.5%</u>	<u>94.5%</u>

Note 4 - Postemployment Benefits Other Than Pensions

Plan Description. The City administers a single-employer defined benefit healthcare plan ("the Retiree Health Plan"). The Retiree Health Plan provides lifetime healthcare insurance and prescription drug coverage for eligible retirees and their spouses through the City's group health insurance plan, which covers both active and retired members. Benefit provisions are established through negotiations between the City and the seven unions representing City employees and are renegotiated at the end of each of the bargaining periods. The Retiree Health Plan does not issue a publicly available financial report. The City offers four community rated HMO's and one experience rated Traditional PPO. Upon turning 65, a retiree may choose to participate in two Medicare Advantage plans.

The City offers life insurance to active and retired firefighters and police officers who retired prior to January 1, 2007. The plan pays a beneficiary upon death of the retiree.

Funding Policy. Contribution requirements are negotiated between the City and union representatives. The City contributes a percent of the cost of current year premiums for eligible retired Plan members and their spouses. For the year ended December 31, 2017, the City contributed \$3,092,659 to the Retiree Health Plan. Some Retiree Health Plan members receiving benefits contribute a percent of their premium costs. Total member contributions were \$440,341 for the year ended December 31, 2017.

The City pays the full premium for the life insurance coverage.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 4 - Postemployment Benefits Other Than Pensions - Continued

Annual OPEB Cost and Net OPEB Obligation - The City's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the *annual required contribution of the employer (ARC)*. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the City's annual OPEB cost for fiscal year 2017, the amount actually contributed to the plan, and changes in the City's net OPEB obligation to the Plan:

Required Information	Govt.	Water	Sewer	Total
Annual required contribution	\$ 11,660,000	\$ 437,197	\$ 233,029	\$ 12,330,226
Interest on net OPEB obligation	2,014,339	95,523	53,684	2,163,546
Adjustment to annual required contribution	(3,399,151)	(161,193)	(90,590)	(3,650,934)
Annual OPEB cost (expense)	10,275,188	371,527	196,123	10,842,838
Contributions made (expected)	(2,687,655)	(139,045)	(30,690)	(2,857,390)
Increase in net OPEB obligation	7,587,533	232,482	165,433	7,985,448
Net OPEB obligation, <i>beginning of year</i>	53,715,703	2,547,290	1,431,567	57,694,560
Net OPEB obligation, <i>end of year</i>	<u>\$ 61,303,236</u>	<u>\$ 2,779,772</u>	<u>\$ 1,597,000</u>	<u>\$ 65,680,008</u>

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the Retiree Health Plan, and the net OPEB obligation for fiscal year 2017 was as follows:

Activity	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
December 31, 2017			
Governmental	\$ 10,275,188	26%	\$ 61,303,236
Water	363,100	37%	2,779,772
Sewer	196,123	16%	1,597,000
December 31, 2016			
Governmental	10,019,472	25%	53,715,703
Water	363,100	37%	2,547,290
Sewer	188,932	12%	1,431,567
December 31, 2015			
Governmental	7,456,020	28%	46,199,628
Water	283,167	24%	2,319,191
Sewer	139,713	15%	1,265,515

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 4 - Postemployment Benefits Other Than Pensions - Continued

Funded Status and Funding Progress - As of December 31, 2017, the actuarial accrued liability for benefits was \$111,232,398, all of which was unfunded. The covered payroll (annual payroll of active employees covered by the Retiree Health Plan) was \$26,468,904, and the ratio of the unfunded actuarial accrued liability to the covered payroll was 420%.

The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the Retiree Health Plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

Methods and Assumptions - Projections of benefits for financial reporting purposes are based on the substantive Retiree Health Plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The following simplifying assumptions were made:

Retirement Age for Active Employees - Rates of decrement due to retirement based on the experience under the New York State Local Retirement System as prepared by the Department of Civil Service's actuarial consultant in the report titled, *Development of Recommended Actuarial Assumptions for New York State/SUNY GASB 45 Valuation*.

Marital Status - It is assumed that 70% of retirees will be married and participating in a non-shared health insurance plan at the time of their retirement, with the male spouse assumed to be approximately three years older than the female.

Mortality - Life expectancies were based on mortality tables from the RP-2000 Mortality Table for Males and for Females.

Turnover - Rates of decrement due to turnover based on the experience under the New York State and Local Retirement System as prepared by the Department of Civil Service's actuarial consultant in the report titled, *Development of Recommended Actuarial Assumptions for New York State/SUNY GASB 45 Valuation*.

Healthcare Cost Trend Rate - The expected rate of increase in healthcare insurance premiums was based on projections of the Office of the Actuary at the Centers for Medicare & Medicaid Services. A rate of 11% initially, reduced to an ultimate rate of 8% after six years, was used.

Health Insurance Premiums - The current enrollment of retirees in each of the City's available plans was used to make assumptions about the health plans that current active employees would enroll in upon retiring.

Inflation Rate - The expected long-term inflation assumption is 2.9%. The SOA Long-Run Medical Cost Trend Model and its baseline projection are based on an econometric analysis of historical U.S. medical expenditures and the judgments of experts in the field. The long-run baseline projection and input variables have been developed under the guidance of an SOA Project Oversight Group. It represents a reasonable medical trend projection for the current plan provisions and demographics of the City of Saratoga Springs Postemployment Benefits Plan, and no changes to these baseline assumptions are necessary.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 4 - Postemployment Benefits Other Than Pensions - Continued

Payroll Growth Rate - The expected long-term payroll growth rate was assumed to equal the rate of inflation.

Based on the historical and expected returns of the City's short-term investment portfolio, a discount rate of 4% was used. In addition, the projected unit credit actuarial cost method was used. The unfunded actuarial accrued liability is being amortized as a level period of thirty years. The remaining amortization period at December 31, 2017 was twenty-three years.

Note 5 - Tax Abatements

The City has six real property tax abatement agreements with housing development and redevelopment companies organized pursuant to Article V or Article XI of the Private Housing Finance Law of the State of New York ("PHFL") for the purpose of creating or preserving affordable housing.

Generally, these agreements provide for a 100 percent abatement of real property taxes in exchange for a payment in lieu of taxes (PILOT) based on a percentage of shelter rents, and continue until the property no longer provides the required affordable housing or no longer complies with the requirements of the PHFL.

Copies of the agreements may be obtained from the Commissioner of Finance, 474 Broadway, Saratoga Springs, NY 12866. Information relevant to disclosure of these agreements for the fiscal year ended December 31, 2017 is as follows:

State Date	Agreement	Taxable Assessed Value	Tax Rate	Tax Value	PILOT Received	Taxes Abated
6/17/2003	11 Kirby Road - Kirby Village	\$ 2,761,800	\$ 5.98	\$ 16,516	\$ 2,880	\$ 13,636
5/17/2016	9 Kirby Road - Kirby Village	3,223,400	5.98	19,276	4,713	14,563
8/17/2004	125 West Avenue - Westview Apartment	8,193,000	5.98	48,994	15,075	33,919
7/29/2010	57 Ballston Avenue - Raymond Watkins Apartments	3,000,000	6.07	18,210	14,162	4,048
5/21/1951	Saratoga Housing Authority	22,104,300	6.07	134,173	-	134,173
1/16/2007	Embury Apartments	16,326,800	6.07	99,104	-	99,104
		<u>\$ 55,609,300</u>		<u>\$ 336,273</u>	<u>\$ 36,830</u>	<u>\$ 299,443</u>

Note 6 - Commitments and Contingencies

a. Environmental Risks

Certain facilities are subject to federal, state, and local regulations relating to the discharge of materials into the environment. Compliance with these provisions has not had, nor does the City expect such compliance to have, any material effect upon the capital expenditures or financial condition of the City. The City believes that its current practices and procedures for control and disposition of regulated wastes comply with applicable federal, state, and local requirements.

b. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The General, Water, Sewer, and City Center Authority funds pay insurance premiums.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 6 - Commitments and Contingencies - Continued

b. Risk Management - Continued

The City's Safety Committee reviews potential areas of risk and develops safety policies. The Safety Committee reviews, among other things, workers' compensation trends to determine and prevent causation of similar claims in future. The City belongs to the Saratoga County Workers' Compensation pool, and cases are reviewed and paid by Saratoga County. The City's 2017 annual contribution to the workers' compensation pool was \$851,157.

c. Contingent Liabilities

The City is involved in certain suits and claims arising from a variety of sources. Provision has been made in accounts payable and other current liabilities in the government-wide statement of net position for claims the City has determined to be estimable and probable of settlement. It is the opinion of counsel and management that any remaining liabilities that may arise from such actions would be covered by the City's insurance carrier or would not result in losses that would materially affect the financial position of the City or the results of its operations.

d. Labor Relations

The City has employees covered by seven bargaining units. The Police Chiefs' contract will expire on December 31, 2019, the Police Benevolent Association's and Fire Chiefs' will expire on December 31, 2022, the Police Lieutenants' will expire on December 31, 2020, and the CSEA City Hall and CSEA DPW contracts will expire on December 31, 2021. The Firefighters' contract expires on December 31, 2018.

Note 7 - Subsequent Events

In May 2018, the City issued \$6,260,000 in refunding bonds at a premium of \$442,809, to refund \$6,460,000 in general obligation bonds series 2008, 2009 and 2010. The refunding bonds will be repaid annually starting in 2018 at fixed interest rates ranging from 2.00% to 5.00% through July 2039. The refunding resulted in a net present value savings of \$965,345. The proceeds of the 2018 Refunding Bonds were used as follows:

Sources

Par amount of 2018 Refunding Bonds	\$ 6,260,000
Net original issue premium	442,809
	<u>\$ 6,702,809</u>

Uses

Deposit to debt service reserve fund	\$ 6,598,052
Cost of issuance	64,000
Underwriter's discount	36,496
Other uses	4,261
	<u>\$ 6,702,809</u>

In June 2018, the City issued \$6,777,562 in public improvement (serial) bonds to finance certain equipment purchases and to finance various projects throughout the City. The bonds will be repaid annually commencing in 2019 at fixed interest rates ranging from 2.500% to 3.375% through June 2042.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 8 - Accounting Standards Issued But Not Yet Implemented

GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pension* (GASB 75). GASB 75 establishes financial reporting standards for other postemployment benefits ("OPEB") plans for state and local governments. This standard replaces the requirements of GASB Statement 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended. The statement establishes standards for recognizing and measuring liabilities, deferred inflows and outflows of resources, and expense/expenditures, as well as identifying the methods and assumptions required to project benefit payments, discount projected benefit payments, to their actuarial present value, and attribute that present value to periods of employee service. Additionally, GASB 75 lays out requirements for additional note disclosures and required supplementary information. These requirements are effective for fiscal years beginning after June 15, 2017.

GASB Statement No. 82, *Pension Issues - An Amendment of GASB Statement No. 67, No. 68 and No. 73* (GASB 82). GASB 82 addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. The requirements of this Statement are effective for reporting periods beginning after June 15, 2016, except for the requirements of paragraph 7 in a circumstance in which an employer's pension liability is measured as of a date other than the employer's most recent fiscal year-end. In that circumstance, the requirements of paragraph 7 are effective for that employer in the first reporting period in which the measurement date of the pension liability is on or after June 15, 2017.

GASB Statement No. 83, *Certain Asset Retirement Obligations* (GASB 83). GASB 83 addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance in this Statement. The requirements of this statement are effective for reporting periods beginning after June 15, 2018.

GASB Statement No. 84, *Fiduciary Activities* (GASB 84). GASB 84 establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The requirements of this statement are effective for reporting periods beginning after December 15, 2018.

GASB Statement No. 85, *Omnibus 2017* (GASB 85). The objective of this statement is to address practice issues that have been identified during implementation and application of certain GASB Statements. This statement addresses a variety of topics including issues related to blending component units, goodwill, fair value measurement and application, and postemployment benefits (pensions and other postemployment benefits [OPEB]). Specifically, this statement addresses the following topics:

- Blending a component unit in circumstances in which the primary government is a business-type activity that reports in a single column for financial statement presentation.
- Reporting amounts previously reported as goodwill and "negative" goodwill.
- Classifying real estate held by insurance entities.
- Measuring certain money market investments and participating interest-earning investment contracts at amortized cost.
- Timing of the measurement of pension or OPEB liabilities and expenditures recognized in financial statements prepared using the current financial resources measurement focus
- Recognizing on-behalf payments for pensions or OPEB in employer financial statements.

City of Saratoga Springs, New York

Notes to Financial Statements December 31, 2017

Note 8 - Accounting Standards Issued But Not Yet Implemented – Continued

- Presenting payroll-related measures in required supplementary information for purposes of reporting by OPEB plans and employers that provide OPEB.
- Classifying employer-paid member contributions for OPEB.
- Simplifying certain aspects of the alternative measurement method for OPEB.
- Accounting and financial reporting for OPEB provided through certain multiple-employer defined benefit OPEB plans.

The requirements of this statement are effective for reporting periods beginning after June 15, 2017.

GASB Statement No. 86, *Certain Debt Extinguishments* (GASB 86). The primary objective of this Statement is to improve consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources - resources other than the proceeds of refunding debt are placed in an irrevocable trust for the sole purpose of extinguishing debt. This statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in substance. The requirements of this statement are effective for reporting periods beginning after June 15, 2017.

GASB Statement No. 87, *Leases* (GASB 87). This statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The requirements of this statement are effective for reporting periods beginning after December 15, 2019.

GASB Statement No. 88, *Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements*. This statement requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines-of-credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses. For notes to financial statements related to debt, this statement also requires that existing and additional information be provided for direct borrowings and direct placements of debt separately from other debt. The requirements of this statement are effective for reporting periods beginning after June 15, 2018.

GASB Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*. This statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, which are superseded by this statement. This statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund. This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles. The requirements of this statement are effective for reporting periods beginning after June 15, 2018.

Management has not estimated the extent of the potential impact of these statements on the City's financial statements.

City of Saratoga Springs, New York

Required Supplementary Information Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund

	December 31, 2017			
	Budgeted Amounts		Actual	Variance with
	Adopted	Revised	Amounts	Revised - Positive (Negative)
REVENUES				
Real property taxes and related tax items	\$ 18,060,096	\$ 18,282,015	\$ 16,901,104	\$ (1,380,911)
Non-property taxes	15,736,891	15,736,891	14,408,999	(1,327,892)
Departmental income	2,300,240	2,430,398	2,786,511	356,113
Intergovernmental charges	384,320	390,744	415,514	24,770
Use of money and property	618,944	618,944	621,437	2,493
Licenses and permits	417,000	417,000	455,403	38,403
Fines and forfeitures	660,000	680,054	794,127	114,073
Sale of property and compensation for loss	501,020	822,179	860,256	38,077
Miscellaneous	2,476,992	2,725,084	2,680,527	(44,557)
State aid	3,639,101	4,130,703	4,251,877	121,174
Federal aid	606,214	60,151	46,223	(13,928)
Total revenues	<u>45,400,818</u>	<u>46,294,163</u>	<u>44,221,978</u>	<u>(2,072,185)</u>
EXPENDITURES				
General government support	11,005,428	11,015,650	10,020,667	994,983
Public safety	26,082,489	26,080,664	24,065,678	2,014,986
Health	128,265	174,757	164,683	10,074
Transportation	4,279,920	4,866,719	4,358,889	507,830
Economic opportunity and development	170,291	170,817	170,339	478
Culture and recreation	2,228,110	3,271,963	2,856,554	415,409
Home and community service	1,436,728	1,677,432	1,455,423	222,009
Debt service	69,587	69,587	69,587	-
Total expenditures	<u>45,400,818</u>	<u>47,327,589</u>	<u>43,161,820</u>	<u>4,165,769</u>
OTHER FINANCING SOURCES (USES)				
Interfund transfers in	126,464	155,474	132,914	(22,560)
Interfund transfers out	-	-	(277,472)	(277,472)
Total other financing sources (uses)	<u>126,464</u>	<u>155,474</u>	<u>(144,558)</u>	<u>(300,032)</u>
Net change in fund balance (actual) and appropriated fund balance (budget)	126,464	(877,952)	915,600	\$ 1,793,552
FUND BALANCE, beginning of year	<u>15,483,219</u>	<u>15,483,219</u>	<u>15,483,219</u>	
FUND BALANCE, end of year	<u>\$ 15,609,683</u>	<u>\$ 14,605,267</u>	<u>\$ 16,398,819</u>	

City of Saratoga Springs, New York

Required Supplementary Information Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - Debt Service Fund

	December 31, 2017			
	Budgeted Amounts		Actual	Variance with
	Adopted	Revised	Amounts	Revised - Positive (Negative)
REVENUES				
Real property taxes and related tax items	\$ 3,526,451	\$ 3,526,451	\$ 2,832,041	\$ (694,410)
Use of money and property	1,600	1,600	1,664	64
Miscellaneous	20,000	26,210	57,000	30,790
Total revenues	<u>3,548,051</u>	<u>3,554,261</u>	<u>2,890,705</u>	<u>(663,556)</u>
EXPENDITURES				
General government support	40,000	41,271	35,266	6,005
Debt service, principal	1,940,673	1,940,974	1,795,951	145,023
Debt service, interest	<u>1,423,971</u>	<u>1,432,731</u>	<u>1,432,009</u>	<u>722</u>
Total expenditures	<u>3,404,644</u>	<u>3,414,976</u>	<u>3,263,226</u>	<u>151,750</u>
OTHER FINANCING SOURCES (USES)				
Interfund transfers in	199,600	199,600	199,694	94
Interfund transfers out	-	-	(144,545)	(144,545)
Total other financing sources (uses)	<u>199,600</u>	<u>199,600</u>	<u>55,149</u>	<u>(144,451)</u>
Net change in fund balance (actual) and appropriated fund balance (budget)	343,007	338,885	(317,372)	\$ (656,257)
FUND BALANCE, beginning of year	<u>2,242,811</u>	<u>2,242,811</u>	<u>2,242,811</u>	
FUND BALANCE, end of year	<u>\$ 2,585,818</u>	<u>\$ 2,581,696</u>	<u>\$ 1,925,439</u>	

City of Saratoga Springs, New York

Required Supplementary Information Other Postemployment Benefits - Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL)- Simplified Entry Age (b)	Unfunded AAL (UAAL) (b - a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b - a)/c)
12/31/2016	\$ -	\$ 105,106,456	\$ 105,106,456	0.00%	\$ 27,265,433	385%
12/31/2014	\$ -	\$ 77,687,462	\$ 77,687,462	0.00%	\$ 22,258,925	349%
12/31/2012	\$ -	\$ 78,232,416	\$ 78,232,416	0.00%	\$ 20,837,019	375%
12/31/2010	\$ -	\$ 104,696,316	\$ 104,696,316	0.00%	\$ 15,199,469	689%

City of Saratoga Springs, New York

Required Supplementary Information Schedule of Proportionate Share of the Net Pension Liability

	<u>2017</u>	<u>2016</u>	<u>2015</u>
ERS			
City's proportion of the net pension liability	0.0430345%	0.0448128%	0.0414829%
City's proportionate share of the net pension liability	\$ 4,043,615	\$ 7,192,574	\$ 1,401,392
City's covered-employee payroll	\$ 11,900,452	\$ 11,088,897	\$ 11,068,113
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	33.98%	64.86%	12.66%
Plan fiduciary net position as a percentage of the total pension liability	94.70%	90.68%	97.95%
	<u>2017</u>	<u>2016</u>	<u>2015</u>
PFRS			
City's proportion of the net pension liability	0.346204%	0.334572%	0.3247468%
City's proportionate share of the net pension liability	\$ 7,175,602	\$ 9,905,974	\$ 893,897
City's covered-employee payroll	\$ 11,245,023	\$ 10,699,616	\$ 9,655,380
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	63.81%	92.58%	9.26%
Plan fiduciary net position as a percentage of the total pension liability	93.46%	90.24%	99.00%

Schedule is intended to show information for ten years. Additional years will be displayed as they become available.

City of Saratoga Springs, New York

Required Supplementary Information Schedule of Pension Contributions

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
ERS							
Contractually required contribution	\$ 1,722,111	\$ 1,644,685	\$ 2,154,563	\$ 1,956,585	\$ 2,040,703	\$ 1,820,208	\$ 1,493,697
Contributions in relation to the contractually required contribution	1,722,111	1,644,685	2,154,563	1,956,585	2,040,703	1,820,208	1,493,697
Contribution deficiency (excess)	-	-	-	-	-	-	-
City's covered-employee payroll	11,900,452	11,088,897	11,068,113	10,187,493	9,871,986	9,516,189	8,850,094
Contributions as a percentage of covered-employee payroll	14.47%	14.83%	19.47%	19.21%	20.67%	19.13%	16.88%
	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
PFRS							
Contractually required contribution	\$ 2,627,560	\$ 2,960,169	\$ 2,668,289	\$ 3,163,809	\$ 3,353,037	\$ 3,055,740	\$ 2,445,663
Contributions in relation to the contractually required contribution	2,627,560	2,960,169	2,668,289	3,163,809	3,353,037	3,055,740	2,445,663
Contribution deficiency (excess)	-	-	-	-	-	-	-
City's covered-employee payroll	11,245,023	10,699,616	9,655,380	9,978,301	9,567,690	9,160,503	8,652,781
Contributions as a percentage of covered-employee payroll	23.37%	27.67%	27.64%	31.71%	35.05%	33.36%	28.26%

Schedule is intended to show information for ten years. Additional years will be displayed as they become available.

City of Saratoga Springs, New York

Supplementary Information
December 31, 2017

Combining Non-Major Governmental Funds

The City maintains two Special Revenue Funds that are not considered major governmental funds. These non-major special revenue funds include the following:

- Downtown Special Assessment District (SAD) was created to make improvements in the boundaries of the district and is funded through a special assessment on the property owners in the district.
- West Avenue Special Assessment District (WASAD) was created to make improvements in the boundaries of the district and is funded through a special assessment on the property owners in the district.

The following are financial statements for these non-major governmental funds:

City of Saratoga Springs, New York

Supplementary Information - Combining Balance Sheet - Non-Major Governmental Funds

	December 31, 2017		
	Downtown Special Assessment District	West Avenue Special Assessment District	Total
ASSETS			
Cash and cash equivalents	\$ 352,804	\$ 4,975	\$ 357,779
Cash, restricted	1,973	-	1,973
Total assets	\$ 354,777	\$ 4,975	\$ 359,752
LIABILITIES			
Accounts payable and accrued liabilities	\$ 800	\$ -	\$ 800
Due to other funds	20,000	-	20,000
Total liabilities	20,800	-	20,800
FUND BALANCE			
Restricted for			
Other restrictions	1,973	-	1,973
Assigned for			
Special district purposes	332,004	4,975	336,979
Total fund balance	333,977	4,975	338,952
Total liabilities and fund balances	\$ 354,777	\$ 4,975	\$ 359,752

City of Saratoga Springs, New York

Supplementary Information - Combining Statement of Revenues, Expenditures, and Changes in Fund Balances - Non-Major Governmental Funds

	Year Ended December 31, 2017		
	Downtown Special Assessment District	West Avenue Special Assessment District	Total
REVENUES			
Real property taxes and related tax items	\$ 115,170	\$ 51,005	\$ 166,175
Use of money and property	5,486	25	5,511
Total revenues	<u>120,656</u>	<u>51,030</u>	<u>171,686</u>
EXPENDITURES			
Other general governmental support	-	845	845
Economic opportunity and development	27,457	-	27,457
Debt service			
Principal	14,670	-	14,670
Interest	12,370	-	12,370
Total expenditures	<u>54,497</u>	<u>845</u>	<u>55,342</u>
OTHER FINANCING SOURCES (USES)			
Interfund transfers out	<u>-</u>	<u>(49,503)</u>	<u>(49,503)</u>
Net change in fund balance	66,159	682	66,841
FUND BALANCE, <i>beginning of year</i>	<u>267,818</u>	<u>4,293</u>	<u>272,111</u>
FUND BALANCE, <i>end of Year</i>	<u>\$ 333,977</u>	<u>\$ 4,975</u>	<u>\$ 338,952</u>



August 7, 2018

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

6:55 PM P.H. – 2019 – 2024 Capital
Budget and Program

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION

1. Charter Review Update

CONSENT AGENDA

1. Approval of 7/16/18 Pre-Agenda Meeting Minutes
2. Approval of 7/17/18 City Council Meeting Minutes
3. Approval to Transfer 50 Days of Sick Time to a Police Officer
4. Approve Budget Amendments – Regular (Increases)
5. Approve Budget Transfers - Regular
6. Approve Payroll 7/20/18 \$507,965.47
7. Approve Payroll 7/27/18 \$516,864.29
8. Approve Payroll 8/3/18 \$545,212.63
9. Approve Payroll M8/3/18 \$970.43
10. Approve Warrant - 2018 18MWJUL3 \$35,738.30
11. Approve Warrant - 2018 18MWAUG1 \$1,335.02
12. Approve Warrant – 2018 18AUG1 \$593,240.77

MAYOR'S DEPARTMENT

1. Announcement: Recreation Programs and Leagues
2. Discussion and Vote: Authorization for the Mayor to Sign Contract with the Saratoga Springs Public Library
3. Discussion and Vote: Authorization for the Mayor to Sign Contract with Forth Sport Floors, Inc.
4. Discussion and Vote: Authorization for the Mayor to Sign Contract with Camiros, Ltd. for Unified Development Ordinance (UDO) to Complete Zoning Upgrade
5. Discussion and Vote: Authorization for the Mayor to Sign Grant Application for 2018 Transportation Alternatives Program (TAP) and Congestion Mitigation and Air Quality Improvement (CMAQ) Program
6. Discussion and Vote: Authorization for the Mayor to Sign Contract with Public Opinion Strategies for Charter Review

7. Discussion and Vote: Saratoga Lake Protection and Improvement District (SLPID): Take the Pledge
8. Set Public Hearing: NPR Tait Lane Allen Drive Proposed Map Amendment: Change from Warehouse to Transect 4
9. Appointment: Board of Plumbing Examiners
10. Appointment: Open Space Advisory Committee
11. Announcement: August 21, 2018 City Council Meeting Begins at 6:00 PM: Charter Review Public Forum

ACCOUNTS DEPARTMENT

1. Appointment: Brooke Jobin as Commissioner of Deeds
2. Award of Bid: Extension of Bid – HVAC Maintenance & Other Services to BPI Mechanical Services, Inc. for the Department of Public Safety
3. Award of Bid: Integrated Pest Management Services Program to Absolute Pest Control, Inc.
4. Award of Bid: Professional Services DPW Dispatch Building to The Architectural Collaborative, PLLC
5. Award of Bid: Resurfacing Gymnasium Hardwood Floors to Forth Sport Floors, Inc.
6. Award of Bid: Unified Development Ordinance Zoning Update to Camiros, Ltd.
7. Discussion and Vote: Authorization for the Mayor to Sign a Contract with the Architectural Collaborative and its Consultants for RFP 2018 – 22 DPW Dispatch Building Professional Services
8. Discussion and Vote: Merit to Provide Extension of Time to Planning Board for Advisory Opinion of Liberty Petition

FINANCE DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign a Development Agreement with SiFi Networks Regarding City-Wide Fiber System
2. Discussion and Vote: Authorization for the Mayor to Sign an Award Transfer Request Related to Restore NY and Universal Preservation Hall
3. Discussion and Vote: Authorization for the Mayor to Sign a Corrected Municipal Agreement with EIC Regarding Energize NY PACE Finance
4. Discussion: 2018 2nd Quarter Financial Report
5. Discussion and Vote: Approval of Position Upgrade for Help Desk Technician to Grade 7 Step 8 Effective September 1, 2018
6. Discussion and Vote: Budget Transfers – Contingency
7. Discussion and Vote: Budget Amendment – Payroll
8. Discussion and Vote: Budget Transfers – Payroll

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign Easement Agreement with Gadus & Son Enterprises, LLC (dba) Modern Antiquity
2. Discussion and Vote: Approval to Pay Invoices to Tyco Simplex Grinnell
3. Discussion and Vote: Approval to Pay Invoice to H.L. Gage Sales, Inc.
4. Set Public Hearing: Amend Chapter 201 of the City Code – Street Naming and Numbering

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Stilsing Electric for On-Call Services
2. Discussion and Vote: Approval to Pay Invoices to BPI During Lapse of Contract with BPI for HVAC Work
3. Discussion and Vote: Authorization for Mayor to Sign Contract with BPI Mechanical Services for HVAC Work

SUPERVISORS

Matt Veitch

1. National Association of Counties Update
2. Saratoga Casino Hotel Foundation
3. Economic Development Committee

Tara Gaston

1. Nothing at this time.

ADJOURN

DRAFT



August 7, 2018

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

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

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

Matthew Veitch, Supervisor
Tara Gaston, Supervisor

EXCUSED: Maire Masterson, Deputy Commissioner, Accounts
Vincent DeLeonardis

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

2019 – 2024 Capital Budget and Program

Mayor Kelly opened the public hearing at 6:55 p.m.

Mayor Kelly advised this is the first of 2 public hearings. The second public hearing will be held on August 21st and a vote will be taken that night. The capital budget and program is available for review in the City Clerk's Office and on line.

No one spoke.

Mayor Kelly concluded the public hearing at 7:00 p.m. and left it open.

CALL TO ORDER

Mayor Kelly called the meeting to order at 7:00 p.m.

PUBLIC COMENT

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 7:01 p.m.

Don Colissimo of Waterview Drive, Saratoga Springs stated last Friday night they had a dinner party and a medical emergency occurred. They called 911 and it took 10 minutes for them to get to them. His friend was transported to Saratoga Hospital where he passed away. He could only wonder what the outcome could have been if the EMS was on the east side. There is no mention of this facility in the Capital Budget.

Sam Brewer of Saratoga Springs stated he saw in the paper someone was driving a truck and yelling racial comments. He would like to encourage the City to enforce verbal harassment laws. He read a letter (attached) he submitted to the Council a couple years ago.

Kevin Eagan, director of government affairs for Charter Communications, stated he and others from his company have met with people from the City on several occasions to discuss broadband initiatives. He asked the City Council to take caution and due diligence as it considers to move forward with this new legal and financial arrangement. The agreement is structured to favor SiFi. There are numerous elements of the agreement that are suspect.

Mayor Kelly closed the public comment period at 7:08 p.m.

Commissioner Martin stated he agrees the City would be better served if we had fire/EMS on the east side. He would like to add an item to his agenda to report on the forum held last week.

Commissioner Madigan advised that it doesn't appear the EMS station is listed in the upcoming capital budget but there is a place holder for it. When we find the right land and can move forward on the purchase, we are ready to go with the proper funding.

Mayor Kelly stated Commissioner Martin has been actively looking for land for an east side EMS station. There is not a lot of land in that area.

Commissioner Franck stated the area of 9P and Gilbert Avenue is under the jurisdiction of the state.

PRESENTATION

Charter Review Update:

Mike Sharp, vice-chair of the Charter Review stated there have been 3 meetings since the last City Council meeting. They have continued to refine the proposed Charter. The following items have been discussed:

- Expanding the number of Council member to 7 with the 2 additional members being members at large with no departmental duties.
- Civil Service – there are a few options of how they want to handle this area.
- Adding language that the deputies have specific qualifications/work experience related to his/her department.
- Legal department/human resource departments have been separated.
- Parks and recreation have been moved to the Public Works Department.

First draft is now available on the City's website.

CONSENT AGENDA

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

1. Approval of 7/16/18 Pre-Agenda Meeting Minutes
2. Approval of 7/17/18 City Council Meeting Minutes
3. Approval to Transfer 50 Days of Sick Time to a Police Officer
4. Approve Budget Amendments – Regular (Increases)
5. Approve Budget Transfers – Regular
6. Approve Payroll 7/20/18 \$507,965.47
7. Approve Payroll 7/27/18 \$516,864.29
8. Approve Payroll 8/3/18 \$545,212.63
9. Approve Payroll M8/3/18 \$970.43
10. Approve Warrant – 2018 18MWJUL3 \$35,738.30
11. Approve Warrant – 2018 18MWAUG1 \$1,335.02
12. Approve Warrant – 2018 18AUG1 \$593,240.77

Ayes – All

MAYOR'S DEPARTMENT

Announcement: Recreation Programs and Leagues

John Hirliman of the Recreation Department announced the Recreation Center will have limited areas that will be open during the resurfacing of the floors. Registration is available for the pickleball league, tiny t-ball, volley ball and field hockey. All registration information can now be found on the website.

Discussion and Vote: Authorization for the Mayor to Sign Contract with the Saratoga Springs Public Library (18-253)

John Hirliman advised this is a learn to skateboard program. You will need to bring your own equipment.

Mayor Kelly moved and Commissioner Madigan seconded to authorize the mayor to sign a contract with the Saratoga Springs Public Library.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign Contract with Forth Sport Floors, Inc. (18-254)

Mayor Kelly moved and Commissioner Franck seconded to authorize the mayor to sign a contract with Forth Sport Floors, Inc. in the amount not to exceed \$41,615.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign Contract with Camiros, Ltd. for Unified Development Ordinance (UDO) to Complete Zoning Upgrade (18-255)

Mayor Kelly moved and Commissioner Martin seconded to authorize the mayor to sign a contract with Camiros, Ltd. in the amount not to exceed \$154,040.

Commissioner Madigan stated this is the second UDO. The first one was terminated at the beginning of this year. There have been outstanding issues with our Comprehensive Plan, such

as the map. The zoning needs to be brought up to date with the Comprehensive Plan. She would like to have the map changes looked at and the zoning be brought up to date.

Mayor Kelly stated they will be looking at the mapping first.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign Grant Application for 2018 Transportation Alternatives Program (TAP) and Congestion Mitigation and Air Quality Improvement (CMAQ) Program (18-256)

Mayor Kelly advised the proposed missing link project will complete about 3.3 miles of sidewalks and related improvements. The grant will cover 80% of the project costs with the City being responsible for \$812,724 through the 2019 capital budget.

Mayor Kelly moved and Commissioner Martin seconded to authorize the mayor authorize the mayor to sign a grant application for 2018 Transportation Alternative Program and Congestion Mitigation and Air Quality Improvement Program.

Commissioner Madigan asked if there is a match.

Mayor Kelly stated this grant will cover 80%.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign Contract with Public Opinion Strategies for Charter Review (18-257)

Mayor Kelly stated this is a contract for polling services. The contract insurance amounts required for professional services have been adjusted to \$2 million in excess instead of \$5 million and \$1million for errors and omission instead of \$2 million.

Mayor Kelly moved and Commissioner Madigan seconded to authorize the mayor to sign a contract with Public Opinion Strategies including the insurance limit as stated in the contract which is attached to the agenda. The contract is not to exceed \$7,500.

Ayes – All

Discussion and Vote: Saratoga Lake Protection and Improvement District (SLPID): Take the Pledge (18-258)

Mayor Kelly moved and Commissioner Martin seconded for the City Council to support the take the pledge efforts of the Saratoga Lake Protection and Improvement District and encourage property owners within the Saratoga Lake Water Shed to commit to a few sustainable actions and demonstrate that small efforts on their part have a significant action on the bio-diversity and health on the lake. Please take the pledge as attached to the agenda.

Ayes – All

Set Public Hearing: NPR Tait Lane Allen Drive Proposed Map Amendment: Change from Warehouse to Transect 4

Mayor Kelly set a public hearing for Tuesday, September 4, 2018 at 6:55 p.m.

Appointment: Board of Plumbing Examiners

Mayor Kelly stated she is reestablishing the Board of Plumbing Examiners. She appointed William Benton as a master plumber; his term will end 8/6/21. Jason Kelsey was appointed as a master plumber and his term will end 8/6/20. Kevin Potter has been appointed as a journeyman and his term will end 8/6/19.

Commissioner Scirocco commended Mayor Kelly for getting this running again.

Appointment: Open Space Advisory Committee

Mayor Kelly re-appointed Dave Millet to the Open Space Advisory Committee.

Announcement: August 21, 2018 City Council Meeting Begins at 6:00 PM: Charter Review Public Forum

Mayor Kelly announced the August 21, 2018 City Council meeting will begin at 6:00 p.m. This meeting will include the Charter Public Forum.

ACCOUNTS DEPARTMENT

Appointment: Brooke Jobin as Commissioner of Deeds

Commissioner Franck appointed Brooke Jobin as commissioner of deeds effective immediately.

Award of Bid: Extension of Bid – HVAC Maintenance & Other Services to BPI Mechanical Services, Inc. for the Department of Public Safety (18-259)

Commissioner Franck moved and Commissioner Martin seconded to extend the bid for HVAC Maintenance & Other Services to BPI Mechanical Services, Inc. for the Department of Public Safety for an additional year under the same terms, conditions, and prices.

Funding is in lines: A3143014 / 54720; A3143124 / 5720; A3143314 / 54610; and A3143414 / 54610.

Ayes - All

Award of Bid: Integrated Pest Management Services Program to Absolute Pest Control, Inc. (18-260)

Commissioner Franck moved and Commissioner Scirocco seconded to award the bid for Integrated Pest Management Services to Absolute Pest Control, Inc. for an amount not to exceed \$8,532.

Funding is in lines: A3031624 / 54720; A3143124 / 54720; A3537114 / 54720; A3537224 / 54720; A3567194 / 54720 / 3000; A3567174 / 54720 / 3000; A3031654 / 54610; and A3143414 / 54720.

Ayes – All

Award of Bid: Professional Services DPW Dispatch Building to The Architectural Collaborative, PLLC (18-261)

Commissioner Franck moved and Commissioner Scirocco seconded to award the bid for Professional Services DPW Dispatch Building to The Architectural Collaborative, PLLC in the amount not to exceed \$63,000.

Funding is in line: A3031964 / 54779.

Ayes - All

Award of Bid: Resurfacing Gymnasium Hardwood Floors to Forth Sport Floors, Inc. (18-262)

Commissioner Franck moved and Commissioner Martin seconded to award the bid for Resurfacing Gymnasium Hardwood Floors to Forth Sport Floors, Inc. in the amount not to exceed \$41,615.

Funding is in line: H3517114 / 54720 / 1069.

Ayes - All

Award of Bid: Unified Development Ordinance Zoning Update to Camiros, Ltd. (18-263)

Commissioner Franck moved and Commissioner Martin seconded to award the bid for the Unified Development Ordinance Zoning Update to Camiros, Ltd. for an amount not to exceed \$154,040.

Funding is in line: A3618684 / 54786.

Ayes - All

Discussion and Vote: Authorization for the Mayor to Sign a Contract with the Architectural Collaborative and its Consultants for RFP 2018 – 22 DPW Dispatch Building Professional Services (18-264)

Commissioner Franck moved and Commissioner Scirocco seconded to authorize the mayor to sign a contract with the Architectural Collaborative and its consultants for the DPW Dispatch Building Professional Services as attached to the agenda.

Ayes - All

Discussion and Vote: Merit to Provide Extension of Time to Planning Board for Advisory Opinion of Liberty Petition (18-265)

Commissioner Franck advised that the City's Zoning Ordinance states the Planning Board has 60 days to render an advisory opinion to the City Council but may be extended upon mutual consent of the City Council and the Planning Board. The Planning Board has requested additional time to review and provide an advisory opinion of the Liberty Petition.

Commissioner Franck moved and Commissioner Martin seconded to extend the time period for review and advisory opinion by the Planning Board of the Liberty Petition until September 30, 2018.

Commissioner Madigan offered a friendly amendment to the motion to allow the Planning Board an extension until Monday, September 10th and allow the City to act as lead SEQRA agent.

Commissioner Franck accepted the amendment to the motion as presented by Commissioner Madigan – Commissioner Martin seconded the amendment.

Ayes – All

Commissioner Madigan stated with this extension they will have had close to 90 days. With this delay, the project has missed state credits. She watched video of the Planning Board meeting

and feels they went beyond their scope and questioned issues that would have been addressed later in the process. The Council needs to address the issue of the board taking the month of August off. Declaring the Council wanting to act as lead agent for SEQRA will kick off the 30 day window for interested parties to notify them of their interest.

Mayor Kelly stated she is in support of the project. She believes the Planning Board would be the most appropriate lead agent.

Commissioner Martin stated he is torn as to who would be best lead agency for this.

Commissioner Scirocco stated this is a worthy project. He stated he will support amendment as presented.

Commissioner Franck stated this is the first extension he has been asked for.

Mayor Kelly advised they will be revisiting the Planning Board taking the month of August off.

Ayes – 4

Nays – 1 (Mayor Kelly)

FINANCE DEPARTMENT

Discussion and Vote: Authorization for the Mayor to Sign a Development Agreement with SiFi Networks Regarding City-Wide Fiber System (18-266)

Commissioner Madigan stated she is bringing forward a development agreement between the City and SiFi Networks that will provide a more competitive broadband market. SiFi will design, install, and maintain a city-wide fiber optic network. Construction will take 2 years to complete. The agreement is for 30 years. SiFi will contribute towards a DPW employee to be a point of contact between the City and SiFi. The City is waiving all permitting fees until substantial completion.

Commissioner Madigan moved and Commissioner Martin seconded to authorize the mayor to sign the development agreement with SiFi Networks.

Commissioner Martin stated this is an important step forward for the City. He has a concern with the 30 year term in the contract and an extension for another 30 years.

Scott Bradshaw of SiFi Networks advised the sewer restructure is on a per case basis.

Commissioner Madigan stated the goal is not to use the sewer system. If need be, SiFi would have to come to the City and discuss.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign an Award Transfer Request Related to Restore NY and Universal Preservation Hall (18-267)

Commissioner Madigan advised the City on behalf of Proctors received an award of \$750,000 through the Restore New York Program for the redevelopment of the Universal Preservation Hall into a performing arts center. The award transfer request joins the 2 awards.

Commissioner Madigan moved and Commissioner Scirocco seconded to authorize the mayor to sign the award transfer request related to the Restore New York and Universal Preservation Hall.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign a Corrected Municipal Agreement with EIC Regarding Energize NY PACE Finance (18-268)

Commissioner Madigan advised the Council unanimously approved in April of this year a municipal agreement and membership letter that allowed Energize NY PACE Finance to operate in the City. The municipal agreement bringing forward has a correction on page 5; which brings the agreement in line with the agreement EIC has across the state.

Commissioner Madigan moved and Commissioner Franck seconded to authorize the mayor to sign the corrected municipal agreement with EIC regarding Energize NY PACE Finance.

Ayes - All

Discussion: 2018 2nd Quarter Financial Report

Commissioner Madigan stated the report is on line. In the general fund revenues, property taxes are recognized for the full amount levied at the time of the tax roll with \$11.8 million collected. Many larger revenue items are received on a lag such as VLT revenue, sales tax, hotel occupancy tax, County surplus distribution, NYRA admission tax, and franchise tax. Ambulance transport fees fluctuate but at this point it appears reimbursements amounts are going to exceed budgeted amounts. Mortgage tax will most likely not meet the budgeted amount for 2018.

Water and sewer bills were mailed. Expenses are running about 46%.

Discussion and Vote: Approval of Position Upgrade for Help Desk Technician to Grade 7 Step 8 Effective September 1, 2018 (18-269)

Commissioner Madigan advised the help desk technician has taken over several website responsibilities. The position for the website has not been filled and these duties have been moved to the help desk technician.

Commissioner Madigan moved and Commissioner Franck seconded to approve the position upgrade for the help desk technician to grade 7 step 8 effective September 1, 2018.

Ayes – All

Discussion and Vote: Budget Transfers – Contingency (18-270)

Commissioner Madigan advised this is for the UDO contract. The balance in the contingency line prior to the transfer is \$122,664.96 and \$104,174.46 will remain after the transfer. There is also a transfer to cover the City Center building equipment rental. The balance in the City Center contingency line prior to the transfer is \$4,800 and \$4,750 will remain after the transfer.

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

Ayes – All

Discussion and Vote: Budget Amendment – Payroll (18-271)

Commissioner Madigan moved and Commissioner Frank seconded to approve the budget amendment – payroll which as previously submitted with the agenda.

Ayes – All

Discussion and Vote: Budget Transfers – Payroll (18-272)

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

Ayes - All

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for the Mayor to Sign Easement Agreement with Gadus & Son Enterprises, LLC (dba) Modern Antiquity (18-273)

Commissioner Scirocco advised the property owner of 7 St. Charles Place contacted DPW as they were experiencing water coming in their house. The pipe coming into their house needed to be replaced and was re-located requiring a new easement.

Commissioner Scirocco moved and Commissioner Franck seconded to authorize the mayor to sign the easement agreement with Gadus & Son Enterprises, LLC dba Modern Antiquity for property located at 7 St. Charles Place.

Ayes – All

Discussion and Vote: Approval to Pay Invoices to Tyco Simplex Grinnell (18-274)

Commissioner Scirocco explained the invoices came as a result of work being done prior to a purchase order being in place.

Commissioner Scirocco moved and Commissioner Franck seconded to approve payment of 2 invoices in the amounts of \$3,045.46 and \$1,674.84 to Tyco Simplex Grinnell for the testing and inspection of the fire sprinkler system.

Ayes - All

Discussion and Vote: Approval to Pay Invoice to H.L. Gage Sales, Inc. (18-275)

Commissioner Scirocco explained the invoice came about from a vehicle needing to be towed and repaired prior to a purchase order being in place.

Commissioner Scirocco moved and Commissioner Franck seconded to approve payment to HL Gage Sales Incorporated in the amount of \$3,366.51 for repairs, material, and parts to a City vehicle.

Ayes – All

Set Public Hearing: Amend Chapter 201 of the City Code – Street Naming and Numbering

Commissioner Scirocco set a public hearing for Tuesday, August 21, 2018 at 5:50 p.m.

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Contract with Stilsing Electric for On-Call Services (18-276)

Commissioner Martin explained this is for professional services for traffic light repair services in the event our traffic department is unable to complete the work. The contract is for 1 year.

Commissioner Martin moved and Commissioner Franck seconded to authorize the mayor to sign a professional services contract with Stilsing Electric for on-call traffic maintenance services.

Ayes – All

Discussion and Vote: Approval to Pay Invoices to BPI During Lapse of Contract with BPI for HVAC Work (18-277)

Commissioner Martin explained these invoices incurred during the lapse of the contract. The invoice incurred is in the amount of \$2,649.

Commissioner Martin moved and Commissioner Madigan seconded that the Council authorize payment of an invoice to BPI Mechanical Services for HVAC work in the police locker room in the amount of \$2,649.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Contract with BPI Mechanical Services for HVAC Work (18-278)

Commissioner Martin advised this is an annual contract for the term of 4 years.

Commissioner Martin moved and Commissioner Franck seconded to authorize the mayor to sign a professional services contract for HVAC services with BPI Mechanical Services.

Ayes – All

Commissioner Martin moved and Commissioner Madigan seconded to amend his agenda to make a report of a community forum held last Friday. (18-279)

Ayes – All

Discussion: Community Forum Held Last Friday

Commissioner Martin advised a number of neighbors of the Doten Avenue area were concerned about a person driving a pick-up truck shouting out slogans that are considered obscenities followed by racial comments. They were directed at residents of color in that neighborhood. The neighbors got together and called a community forum. The police spoke with the person committing these acts. Because there was no imminent threat of danger or destruction of property there is nothing the police could do. He has great respect for the neighbors and what they are doing and no tolerance for this type of action.

SUPERVISORS

Matt Veitch

National Association of Counties Update

Supervisor Veitch reported their committee passed 10 resolutions including: maintaining HUD vouchers, homeless veterans, and the workforce investment & opportunity act funding. Major push of this Committee is to continue Community Block Grant funding.

Supervisor Veitch was appointed to the following committees: Community Economic and Workforce Development Committee, IT Standing Committee, International Economic Development Task Force, and Arts and Cultural Commission.

Saratoga Casino Hotel Foundation

Supervisor Veitch reported their grant program is open and the deadline is September 5th. Decisions will be made by September 19th followed by a presentation of the awards on September 28th at the casino hotel. This is for not-for-profit agencies.

Economic Development Committee

Supervisor Veitch reported they accepted snowmobiling grant funding for next year; named themselves as project manager for missing piece of Champlain Canal-way Trail in Town of Waterford; and approved Zim Smith Trail easements in Halfmoon.

Tara Gaston

Nothing at this time.

ADJOURNMENT

There being no further business, Mayor Kelly adjourned the meeting at 8:34 p.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:



August 6, 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 9:33 a.m.

PUBLIC HEARINGS

1. 2019 – 2024 Capital Budget and Program – no comments.

PRESENTATION

1. Charter Review Update – no comments.

EXECUTIVE SESSION

1. Pending Litigation: Smero vs. City et.al

CONSENT AGENDA

1. Approval of 7/16/18 Pre-Agenda Meeting Minutes
2. Approval of 7/17/18 City Council Meeting Minutes
3. Approval to Transfer 50 Days of Sick Time to a Police Officer
4. Approve Budget Amendments – Regular (Increases)
5. Approve Budget Transfers - Regular
6. Approve Payroll 7/20/18 \$507,965.47
7. Approve Payroll 7/27/18 \$516,864.29
8. Approve Warrant - 2018 – 18MWJUL3 \$35,738.30
9. Approve Warrant - 2018 – 18MWAUG1 \$1,335.02
10. Approve Warrant – 2018 – 18WAUG1 \$593,240.77

No comments.

MAYOR'S DEPARTMENT

Announcement: Recreation Programs and Leagues

John Hirliman of the Recreation Department advised fall registrations start today.

Discussion and Vote: Authorization for the Mayor to Sign Contract with the Saratoga Springs Public Library

John Hirliman advised this is part of the reading program and was tested over the summer. They partnered with the library to run some skateboarding lessons.

Discussion and Vote: Authorization for the Mayor to Sign Contract with Forth Sport Floors, Inc.

No comments.

Discussion and Vote: Authorization for the Mayor to Sign Contract with Camiros, Ltd. for Unified Development Ordinance (UDO) to Complete Zoning Update

Brad Birge of the Planning Department advised Camiros has suggested some minor changes and trying to correct it in time for tomorrow.

Discussion and Vote: Authorization for the Mayor to Sign Grant Application for 2018 Transportation Alternatives Program (TAP) and Congestion Mitigation and Air Quality Improvement (CMAQ) Program

No comments.

Discussion and Vote: Saratoga Lake Protection and Improvement District (SLPID): Take the Pledge

No comments.

Set Public Hearing: NPR Tait Lane Allen Drive Proposed Map Amendment: Change from Warehouse to Transect – 4

No comments.

Appointment: Board of Plumbing Examiners

No comments.

Appointment: Open Space Advisory Committee

No comments.

Mayor Kelly advised she will be adding the following items to her agenda: Discussion and Vote: Authorization for Mayor to Sign Contract for Polling Services for the Charter Review Commission and Announcement: Change in Time at Next City Council Meeting.

ACCOUNTS DEPARTMENT

Appointment: Brooke Jobin as Commissioner of Deeds

No comments.

Award of Bid: Extension of Bid – HVAC Maintenance & Other Services to BPI Mechanical Services, Inc.

Commissioner Franck advised this is for the Department of Public Safety.

Award of Bid: Integrated Pest Management Services Program to Absolute Pest Control, Inc.

No comments.

Award of Bid: Professional Services DPW Dispatch Building to The Architectural Collaborative, PLLC

Marilyn Rivers, director of risk and safety, advised this contract is on the Accounts agenda and the funding is coming from the insurance.

Award of Bid: Resurfacing Gymnasium Hardwood Floors to Forth Sport Floors, Inc.

No comments.

Award o Bid: Unified Development Ordinance Zoning Update to Camiros, Ltd.

No comments.

Discussion and Vote: The Architectural Collaborative and Its Consultants for RFP 2018-22 DPW Dispatch Building Professional Services

Commissioner Franck stated the title needs to be changed to read “Authorization for Mayor to Sign Agreement with....”.

Discussion and Vote: Merit to Provide Extension of Time to Planning Board for Advisory Opinion of the Liberty Petition

Commissioner Franck advised the Planning Board had a couple of meetings on this but have not come up with a definitive decision. Commissioner Madigan also sent a detailed e-mail regarding this item.

FINANCE DEPARTMENT

Deputy Mike Sharp reported for Commissioner Madigan in her absence.

Discussion and Vote: Authorization for the Mayor to Sign a Development Agreement with SiFi Networks

Deputy Mike Sharp stated SiFi will be installing and maintaining a city-wide fiber-optic network. Design will begin this year and the construction will take 2 years. The City will be adding an employee to oversee the construction and SiFi will be picking up half the salary of that person.

Discussion and Vote: Authorization for the Mayor to Sign an Award Transfer Request Related to Restore NY and Universal Preservation Hall

Deputy Sharp stated the City was awarded \$750,000 earlier this year on behalf of Proctors for UPH (Universal Preservation Hall) through Restore New York Program. Proctors also won a CFA award. This authorization allows them to combine the 2 awards from the state's standpoint.

Discussion and Vote: Authorization for the Mayor to Sign a Corrected Municipal Agreement with EIC Regarding Energize NY PACE Finance

Deputy Sharp advised Energize NY found a typo in the agreement when they were going to sign it. This agreement includes the correction and all else remains the same.

Discussion: 2018 2nd Quarter Financial Report

No comment.

Discussion and Vote: Approval of Position Upgrade for Help Desk Technician to Grade 7 Step 8 Effective September 1, 2018

The web position has been vacant for several months. Jim Baker has taken over the duties of that position so they will not be filling the position; instead they would like to increase his salary to a grade 7 step 8.

Discussion and Vote: Budget Transfers – Contingency

No comments.

Discussion and Vote: Budget Amendment – Payroll

No comments.

Discussion and Vote: Budget Transfers – Payroll

No comments.

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for the Mayor to Sign Easement Agreement with Gadus & Son Enterprises, LLC (dba) Modern Antiquity

Commissioner Scirocco advised the property owner had a pipe leak this winter and moved the pipe to another piece of City property. The property owner needs to enter into another easement agreement with the City for the new location of the pipe.

Discussion and Vote: Approval to Pay Invoices to Tyco Simplex Grinnell

Commissioner Scirocco explained this company takes care of the fire/sprinkler systems. Work done exceeded \$1,499 and a purchase order was not obtained in time.

Discussion and Vote: Approval to Pay Invoice to H.L. Gage Sales, Inc.

No comments.

Set Public Hearing: Amend Chapter 201 of the City Code – Street Naming and Numbering

Commissioner Scirocco stated they will be adding the street naming and numbering will be under the direction of the Commissioner of Public Works. Currently it states it falls under the city engineer.

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for the Mayor to Sign Contract with Stilsing Electric for On-Call Services

Commissioner Martin advised this is to assist the traffic unit with maintenance of traffic lights.

Discussion and Vote: Approval to Pay Invoices to BPI During Lapse of Contract with BPI for HVAC Work

Commissioner Martin stated there was HVAC work done during the lapse in the contract.

Commissioner Martin advised he is adding one item: Discussion and Vote: Authorization for the Mayor to Sign a Contract with BPI for HVAC Services.

SUPERVISORS

Mayor Kelly advised she has not received anything from the supervisors at this time.

EXECUTIVE SESSION

Mayor Kelly moved and Commissioner Martin seconded to adjourn to executive session for pending litigation Smero vs. City et.al at 9:51 a.m.

Ayes - All

City Council returned at 10:27 a.m.

Mayor Kelly announced nothing was decided in executive session to report to the public.

ADJOURN

Mayor Kelly adjourned the meeting at 10:28 a.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	08	164 08/21/2018	082118	082118BARG	BUA 082118BARG	1	2			
1	A106	42705			MISCELLANEOUS LOCAL SOURCES	GIFTS AND DONATIONS	-5,400.00	-1,601.28	-7,001.28	
	A	-10-6-0000-0-42705	-			FRIENDS OF REC DONATION	08/21/2018			
2	A3567344	54170			SOCCER CS	SPORTS SUPPLIES	8,250.00	1,111.28	9,361.28	
	A	-35-6-7340-4-54170	-			FRIENDS OF REC DONATION	08/21/2018			
3	A3567324	54170			BOYS BASKETBALL CS	SPORTS SUPPLIES	9,507.20	490.00	9,997.20	
	A	-35-6-7320-4-54170	-			FRIENDS OF REC DONATION	08/21/2018			
4	H012	40511			APPROPRIATED RESERVE	USE OF RESTRICTED FUND BALANCE	-6,436.48	-18,462.70	-24,899.18	
	H	-01-2-0000-0-40511	-			BOND PROCEEDS TO DEBT SERVICE	08/21/2018			
5	H3429719	59901			CONTINGENCY/TRANSFERS	TRANSFERS TO OTHER FUNDS	6,436.48	18,462.70	24,899.18	
	H	-34-2-9710-9-59901	-			BOND PROCEEDS TO DEBT SERVICE	08/21/2018			
6	A111	43089			STATE AID	COMMUNITY PROJECTS GRANT	.00	-14,710.00	-14,710.00	
	A	-11-1-0000-0-43089	-			DEC NATURAL RESOURCE INV GRANT	08/21/2018			
7	A3517024	54788			PARKS OPEN SPACE HIST PRES C	NATURAL RESOURCE INVENTORY	.00	14,710.00	14,710.00	
	A	-35-1-7020-4-54788	-			DEC NATURAL RESOURCE INV GRANT	08/21/2018			
8	V131	45791			PROCEEDS OF REFUNDING BONDS	PROCEEDS OF REFUNDING BONDS	.00	-5,420,493.79	-5,420,493.79	
	V	-13-1-0000-0-45791	-			2018 BOND REFUNDING	08/21/2018			
9	F013	40599			PROPERTY TAX	USE UNASSIGNED FUND BALANCE	.00	-27,614.46	-27,614.46	
	F	-01-3-0000-0-40599	-			2018 BOND REFUNDING	08/21/2018			
10	G013	40599			PROPERTY TAX	USE UNASSIGNED FUND BALANCE	.00	-10,480.00	-10,480.00	
	G	-01-3-0000-0-40599	-			2018 BOND REFUNDING	08/21/2018			
11	V3719714	54720			DEBT SERVICE	SERVICE CONTRACTS - PROF SERV	40,000.00	98,065.84	138,065.84	
	V	-37-1-9710-4-54720	-			2018 BOND REFUNDING	08/21/2018			
12	V3719717	57899	1165		DEBT SERVICE	16 BOND INTEREST CASINO REHAB	5,969.56	149.95	6,119.51	
	V	-37-1-9710-7-57899	-1165			2018 BOND REFUNDING	08/21/2018			
13	V3719717	57899	1243		DEBT SERVICE	16 BOND INTEREST POWER STRETCH	855.71	300.00	1,155.71	
	V	-37-1-9710-7-57899	-1243			2018 BOND REFUNDING	08/21/2018			
14	V3719717	57002			DEBT SERVICE	13IWEDGEWOOD STORM SEWER	1,492.65	1,273.00	2,765.65	
	V	-37-1-9710-7-57002	-			2018 BOND REFUNDING	08/21/2018			
15	V3719717	57990			DEBT SERVICE	12I POLICE INFRASTRUCTURE	822.56	300.00	1,122.56	
	V	-37-1-9710-7-57990	-			2018 BOND REFUNDING	08/21/2018			

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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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	
BUA A-2960	08/21/2018	082118BARG	082118	082118BARG		APPROPRIATIONS			20,079.28	
BUA F-2960	08/21/2018	082118BARG	082118	082118BARG		APPROPRIATIONS			27,614.46	
BUA G-2960	08/21/2018	082118BARG	082118	082118BARG		APPROPRIATIONS			10,480.00	
BUA H-2960	08/21/2018	082118BARG	082118	082118BARG		APPROPRIATIONS			18,462.70	
BUA V-2960	08/21/2018	082118BARG	082118	082118BARG		APPROPRIATIONS			5,420,493.79	
BUA A-1510	08/21/2018	082118BARG	082118	082118BARG		ESTIMATED REVENUES		20,079.28		
BUA F-1510	08/21/2018	082118BARG	082118	082118BARG		ESTIMATED REVENUES		27,614.46		
BUA G-1510	08/21/2018	082118BARG	082118	082118BARG		ESTIMATED REVENUES		10,480.00		
BUA H-1510	08/21/2018	082118BARG	082118	082118BARG		ESTIMATED REVENUES		18,462.70		
BUA V-1510	08/21/2018	082118BARG	082118	082118BARG		ESTIMATED REVENUES		5,420,493.79		
SYSTEM GENERATED ENTRIES TOTAL								5,497,130.23	5,497,130.23	
JOURNAL 2018/08/164 TOTAL								5,497,130.23	5,497,130.23	

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	ACCOUNT	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND A-1510 A-2960	2018	8	164	08/21/2018		ESTIMATED REVENUES APPROPRIATIONS	20,079.28	20,079.28
							FUND TOTAL	20,079.28	20,079.28
F	WATER FUND F-1510 F-2960	2018	8	164	08/21/2018		ESTIMATED REVENUES APPROPRIATIONS	27,614.46	27,614.46
							FUND TOTAL	27,614.46	27,614.46
G	SEWER FUND G-1510 G-2960	2018	8	164	08/21/2018		ESTIMATED REVENUES APPROPRIATIONS	10,480.00	10,480.00
							FUND TOTAL	10,480.00	10,480.00
H	CAPITAL PROJECTS FUND H-1510 H-2960	2018	8	164	08/21/2018		ESTIMATED REVENUES APPROPRIATIONS	18,462.70	18,462.70
							FUND TOTAL	18,462.70	18,462.70
V	DEBT SERVICE FUND V-1510 V-2960	2018	8	164	08/21/2018		ESTIMATED REVENUES APPROPRIATIONS	5,420,493.79	5,420,493.79
							FUND TOTAL	5,420,493.79	5,420,493.79

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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	08	165	08/21/2018	082118	082118BTRG	BUA	082118BTRG	1	1	
1	A3051414	54573		COMM OF ACCOUNTS CS	RISK-SAFETY PROGRAMMING		88,266.66	6,034.04	94,300.70	
	A	-30-5-1410-4-54573	-		RISK AND SAFETY		08/21/2018			
2	A3031914	54773		LIABILITY INSURANCE	LIABILITY INSURANCE		314,532.27	-4,866.80	309,665.47	
	A	-30-3-1910-4-54773	-		RISK AND SAFETY		08/21/2018			
3	A3011914	54773		LIABILITY INSURANCE	LIABILITY INSURANCE		36,505.00	-1,167.24	35,337.76	
	A	-30-1-1910-4-54773	-		RISK AND SAFETY		08/21/2018			
4	V3719716	56964		PRINCIPAL	09PCITY CENTER EXP/BROADWAY DR		2,200.00	1,470.00	3,670.00	
	V	-37-1-9710-6-56964	-		DEBT EXP TO APPROPRIATE LINES		08/21/2018			
5	V3719716	56965		PRINCIPAL	09P CALL BACK SYSTEM		500.00	330.00	830.00	
	V	-37-1-9710-6-56965	-		DEBT EXP TO APPROPRIATE LINES		08/21/2018			
6	V3719716	56966		PRINCIPAL	09P OPEN SPACE		3,900.00	2,600.00	6,500.00	
	V	-37-1-9710-6-56966	-		DEBT EXP TO APPROPRIATE LINES		08/21/2018			
7	V3719716	56967		PRINCIPAL	09P NEW TELEPHONE SYSTEM		1,900.00	1,270.00	3,170.00	
	V	-37-1-9710-6-56967	-		DEBT EXP TO APPROPRIATE LINES		08/21/2018			
8	V3719717	57027		DEBT SERVICE	13IBALLSTON AVENUE		926.97	50.00	976.97	
	V	-37-1-9710-7-57027	-		DEBT EXP TO APPROPRIATE LINES		08/21/2018			
9	V3719717	57899	1165	DEBT SERVICE	16 BOND INTEREST CASINO REHAB		5,969.56	850.05	6,819.61	
	V	-37-1-9710-7-57899	-1165		DEBT EXP TO APPROPRIATE LINES		08/21/2018			
10	V3719717	57964		DEBT SERVICE	09I CITY CENTER EXP/BROADWAY D		3,674.38	-1,680.67	1,993.71	
	V	-37-1-9710-7-57964	-		DEBT EXP TO APPROPRIATE LINES		08/21/2018			
11	V3719717	57965		DEBT SERVICE	09I CALL BACK SYSTEM		912.26	-418.19	494.07	
	V	-37-1-9710-7-57965	-		DEBT EXP TO APPROPRIATE LINES		08/21/2018			
12	V3719717	57966		DEBT SERVICE	09I OPEN SPACE		6,544.38	-2,993.67	3,550.71	
	V	-37-1-9710-7-57966	-		DEBT EXP TO APPROPRIATE LINES		08/21/2018			
13	V3719717	57967		DEBT SERVICE	09I NEW TELEPHONE SYSTEM		3,229.00	-1,477.52	1,751.48	
	V	-37-1-9710-7-57967	-		DEBT EXP TO APPROPRIATE LINES		08/21/2018			
14	A3021314	54650		COMM FINANCE CONTRACTED SERVICE	UTILITIES		153,843.36	45,100.80	198,944.16	
	A	-30-2-1310-4-54650	-		SOLAR PARK - JULY		08/21/2018			
15	A3638184	54650		TRANSFER STATION CS	UTILITIES		-3,000.00	3,000.00	.00	
	A	-36-3-8180-4-54650	-		SOLAR PARK - JULY		08/21/2018			

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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
	ACCOUNT				LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2018	08	165 08/21/2018	082118	082118BTRG	BUA 082118BTRG	1	1		
16	A3031624	54650		CITY HALL CS	UTILITIES		34,774.14	-8,380.80	26,393.34
	A	-30-3-1620-4-54650	-		SOLAR PARK - JULY		08/21/2018		
17	A3031634	54650		DRINK HALL CS	UTILITIES		6,095.90	-1,105.89	4,990.01
	A	-30-3-1621-4-54650	-		SOLAR PARK - JULY		08/21/2018		
18	A3143314	54650		TRAFFIC CONTROL CS	UTILITIES		4,302.83	-948.26	3,354.57
	A	-31-4-3310-4-54650	-		SOLAR PARK - JULY		08/21/2018		
19	A3143414	54650		FIRE DEPARTMENT CS	UTILITIES		19,675.03	-4,131.75	15,543.28
	A	-31-4-3410-4-54650	-		SOLAR PARK - JULY		08/21/2018		
20	A3335654	54650		OFF STREET PARKING CS	UTILITIES		11,212.79	-3,180.80	8,031.99
	A	-33-3-5650-4-54650	-		SOLAR PARK - JULY		08/21/2018		
21	A3537114	54650		PARK & CASINO CS	UTILITIES		38,430.25	-5,671.63	32,758.62
	A	-35-3-7110-4-54650	-		SOLAR PARK - JULY		08/21/2018		
22	A3567144	54650	3000	RECREATION EXPENSES CS	UTILITIES		11,630.28	-1,593.96	10,036.32
	A	-35-6-7140-4-54650	-3000		SOLAR PARK - JULY		08/21/2018		
23	A3567174	54650	3000	INDOOR RECREATION FACILITY CS	UTILITIES		8,518.23	-833.62	7,684.61
	A	-35-6-7171-4-54650	-3000		SOLAR PARK - JULY		08/21/2018		
24	A3567194	54650	3000	WEIBEL ICE RINK CS	UTILITIES		81,419.55	-22,254.09	59,165.46
	A	-35-6-7181-4-54650	-3000		SOLAR PARK - JULY		08/21/2018		
25	A3113622	52200		BUILDING DEPARTMENT EQ CAP	OFFICE EQUIPMENT		1,000.00	1,000.00	2,000.00
	A	-31-1-3620-2-52200	-		BUILDING DEPT IT		08/21/2018		
26	A3113514	54720		CNTY ANIMAL SHELTER CONTR SERS	SERVICE CONTRACTS - PROF SERV		8,000.00	-1,000.00	7,000.00
	A	-31-1-3510-4-54720	-		BUILDING DEPT IT		08/21/2018		
27	A3143022	52600		PUBLIC SAFETY NETWORK EQ CAP	SOFTWARE		42,428.00	30,326.15	72,754.15
	A	-31-4-3020-2-52600	-		DPS TRITECH LICENSES		08/21/2018		
28	A3143122	52206		POLICE DEPARTMENT EQ CAP OUT	WEAPONS		37,408.00	-9,881.37	27,526.63
	A	-31-4-3120-2-52206	-		DPS TRITECH LICENSES		08/21/2018		
29	A3143124	54189		POLICE DEPARTMENT CS	AMMUNITION		20,000.00	-6,504.78	13,495.22
	A	-31-4-3120-4-54189	-		DPS TRITECH LICENSES		08/21/2018		
30	A3143124	54570		POLICE DEPARTMENT CS	TRAINING		31,300.00	-6,940.00	24,360.00
	A	-31-4-3120-4-54570	-		DPS TRITECH LICENSES		08/21/2018		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT	PROJ	ORG	DESCRIPTION	ACCOUNT LINE	DESCRIPTION	EFF	DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND				
2018	08	165	08/21/2018	082118	082118BTRG	BUA	082118BTRG	1	1			
31	A3143124	54970		POLICE	DEPARTMENT	CS	K-9	CARE		29,205.36	-7,000.00	22,205.36
	A	-31-4-3120-4-54970	-				DPS	TRITECH	LICENSES	08/21/2018		
							**	JOURNAL	TOTAL		0.00	

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018 8 165									
BUA A3051414-54573	08/21/2018	082118BTRG	082118	082118BTRG		RISK-SAFETY PROGRAMMING	5	6,034.04	
						RISK AND SAFETY			
BUA A3031914-54773	08/21/2018	082118BTRG	082118	082118BTRG		LIABILITY INSURANCE	5		4,866.80
						RISK AND SAFETY			
BUA A3011914-54773	08/21/2018	082118BTRG	082118	082118BTRG		LIABILITY INSURANCE	5		1,167.24
						RISK AND SAFETY			
BUA V3719716-56964	08/21/2018	082118BTRG	082118	082118BTRG		09PCITY CENTER EXP/BROADWAY DR	5	1,470.00	
						DEBT EXP TO APPROPRIATE LINES			
BUA V3719716-56965	08/21/2018	082118BTRG	082118	082118BTRG		09P CALL BACK SYSTEM	5	330.00	
						DEBT EXP TO APPROPRIATE LINES			
BUA V3719716-56966	08/21/2018	082118BTRG	082118	082118BTRG		09P OPEN SPACE	5	2,600.00	
						DEBT EXP TO APPROPRIATE LINES			
BUA V3719716-56967	08/21/2018	082118BTRG	082118	082118BTRG		09P NEW TELEPHONE SYSTEM	5	1,270.00	
						DEBT EXP TO APPROPRIATE LINES			
BUA V3719717-57027	08/21/2018	082118BTRG	082118	082118BTRG		13IBALLSTON AVENUE	5	50.00	
						DEBT EXP TO APPROPRIATE LINES			
BUA V3719717-57899-1165	08/21/2018	082118BTRG	082118	082118BTRG		16 BOND INTEREST CASINO REHAB	5	850.05	
						DEBT EXP TO APPROPRIATE LINES			
BUA V3719717-57964	08/21/2018	082118BTRG	082118	082118BTRG		09I CITY CENTER EXP/BROADWAY D	5		1,680.67
						DEBT EXP TO APPROPRIATE LINES			
BUA V3719717-57965	08/21/2018	082118BTRG	082118	082118BTRG		09I CALL BACK SYSTEM	5		418.19
						DEBT EXP TO APPROPRIATE LINES			
BUA V3719717-57966	08/21/2018	082118BTRG	082118	082118BTRG		09I OPEN SPACE	5		2,993.67
						DEBT EXP TO APPROPRIATE LINES			
BUA V3719717-57967	08/21/2018	082118BTRG	082118	082118BTRG		09I NEW TELEPHONE SYSTEM	5		1,477.52
						DEBT EXP TO APPROPRIATE LINES			
BUA A3021314-54650	08/21/2018	082118BTRG	082118	082118BTRG		UTILITIES	5	45,100.80	
						SOLAR PARK - JULY			
BUA A3638184-54650	08/21/2018	082118BTRG	082118	082118BTRG		UTILITIES	5	3,000.00	
						SOLAR PARK - JULY			
BUA A3031624-54650	08/21/2018	082118BTRG	082118	082118BTRG		UTILITIES	5		8,380.80
						SOLAR PARK - JULY			
BUA A3031634-54650	08/21/2018	082118BTRG	082118	082118BTRG		UTILITIES	5		1,105.89
						SOLAR PARK - JULY			
BUA A3143314-54650	08/21/2018	082118BTRG	082118	082118BTRG		UTILITIES	5		948.26
						SOLAR PARK - JULY			
BUA A3143414-54650	08/21/2018	082118BTRG	082118	082118BTRG		UTILITIES	5		4,131.75
						SOLAR PARK - JULY			
BUA A3335654-54650	08/21/2018	082118BTRG	082118	082118BTRG		UTILITIES	5		3,180.80
						SOLAR PARK - JULY			
BUA A3537114-54650	08/21/2018	082118BTRG	082118	082118BTRG		UTILITIES	5		5,671.63
						SOLAR PARK - JULY			
BUA A3567144-54650-3000	08/21/2018	082118BTRG	082118	082118BTRG		UTILITIES	5		1,593.96
						SOLAR PARK - JULY			
BUA A3567174-54650-3000	08/21/2018	082118BTRG	082118	082118BTRG		UTILITIES	5		833.62
						SOLAR PARK - JULY			
BUA A3567194-54650-3000						UTILITIES	5		22,254.09

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 CITY OF SARATOGA SPRINGS LIVE
 BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL									
SRC ACCOUNT										
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT		
LINE DESC										
08/21/2018 082118BTRG 082118 082118BTRG					T SOLAR PARK - JULY					
BUA A3113622-52200					OFFICE EQUIPMENT	5	1,000.00			
08/21/2018 082118BTRG 082118 082118BTRG					T BUILDING DEPT IT					
BUA A3113514-54720					SERVICE CONTRACTS - PROF SERV	5			1,000.00	
08/21/2018 082118BTRG 082118 082118BTRG					T BUILDING DEPT IT					
BUA A3143022-52600					SOFTWARE	5	30,326.15			
08/21/2018 082118BTRG 082118 082118BTRG					T DPS TRITECH LICENSES					
BUA A3143122-52206					WEAPONS	5			9,881.37	
08/21/2018 082118BTRG 082118 082118BTRG					T DPS TRITECH LICENSES					
BUA A3143124-54189					AMMUNITION	5			6,504.78	
08/21/2018 082118BTRG 082118 082118BTRG					T DPS TRITECH LICENSES					
BUA A3143124-54570					TRAINING	5			6,940.00	
08/21/2018 082118BTRG 082118 082118BTRG					T DPS TRITECH LICENSES					
BUA A3143124-54970					K-9 CARE	5			7,000.00	
08/21/2018 082118BTRG 082118 082118BTRG					T DPS TRITECH LICENSES					
					JOURNAL 2018/08/165	TOTAL	.00		.00	

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

** END OF REPORT - Generated by Mike Sharp **

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 2884

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
180021	001	FIBER TECHNOLOGIES N	12.00	0.00	0.00	12.00	8	MONTHLY FIBER LEASE

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u101 | 18MWAUG2

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CLERK: u101 BATCH: 2884

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
P O BOX 780410 PHILADELPHIA PA 19178-0410									
6575 00000 DIRECT ENERGY BU	165388 165388		166380	18MWAUG2	7,057.17	.00	.00		
CASH A 2018/08 INV 08/13/2018 SEP-CHK: Y DISC: .00						E3577164 54650	7,057.17	1099:	
ACCT 1200 DEPT 7000 DUE 08/15/2018 DESC:CITY CENTER									
P.O. BOX 70220 PHILADELPHIA PA 19176-0220									
5574 00001 FIBER TECHNOLOGI	165389 139609	180021	166381	18MWAUG2	3,024.24	.00	9,072.72		
CASH A 2018/08 INV 08/13/2018 SEP-CHK: N DISC: .00						A3021694 54740	3,024.24	1099:	
ACCT 1200 DEPT 2000 DUE 08/15/2018 DESC:FIBER LEASE									
PO BOX 32102 NEW YORK NY 10087-2102									
319 00001 NATIONAL GRID	165390 165390		166382	18MWAUG2	64,717.58	.00	.00		
CASH A 2018/08 INV 08/13/2018 SEP-CHK: N DISC: .00						A3031624 54650	29.58	1099:	
ACCT 1200 DEPT 3000 DUE 08/15/2018 DESC:DPW						A3031654 54650	156.42	1099:	
P.O. BOX 4706 SYRACUSE NY 13221-4706						A3638194 54650	165.89	1099:	
						A3416314 54650	397.25	1099:	
						A3335654 54650	448.19	1099:	
						A3567194 54650 3000	588.73	1099:	
						A3537114 54650	804.56	1099:	
						G3638124 54650	1,093.81	1099:	
						A3567144 54650 3000	1,430.78	1099:	
						G3638124 54650	2,155.84	1099:	
						F3638324 54650	2,805.19	1099:	
						A3335184 54750	28,099.02	1099:	
						F3638334 54650	26,542.32	1099:	
319 00001 NATIONAL GRID	165391 165391		166383	18MWAUG2	1,800.33	.00	.00		
CASH A 2018/08 INV 08/13/2018 SEP-CHK: N DISC: .00						A3143314 54751	65.64	1099:	
ACCT 1200 DEPT 4000 DUE 08/15/2018 DESC:DPS						A3143414 54650	83.30	1099:	
P.O. BOX 4706 SYRACUSE NY 13221-4706						A3143124 54650	85.58	1099:	
						A3143314 54751	107.06	1099:	
						A3143314 54751	115.96	1099:	
						A3143314 54751	144.89	1099:	
						A3143314 54751	155.10	1099:	
						A3143314 54751	184.74	1099:	
						A3143314 54751	199.56	1099:	
						A3143314 54751	202.24	1099:	
						A3143314 54751	205.98	1099:	
						A3143314 54751	250.28	1099:	

NEW INVOICES

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NEW INVOICES

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CLERK: u101 BATCH: 2884

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1831	00001 VERIZON WIRELESS	165410 9811416236		166402	18MWAUG2	1,473.07	.00	.00		
CASH A	2018/08	INV 08/13/2018	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 4000	DUE 08/15/2018	DESC:386851082-00001							
P O BOX 408	NEWARK NJ 07101-0408									
28 APPROVED UNPAID INVOICES						TOTAL	848,678.72			
28 INVOICE(S)						REPORT POST TOTAL	848,678.72			

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CITY OF SARATOGA SPRINGS LIVE
18MWAUG2

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CLERK: u101 BATCH: 2884

ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2018 08	A3011214	A -30-1-1210-4-54670 -	PHONES	32.40	1,123.25
	A3011424	A -30-1-1420-4-54671 -	PHONES & FAX	3.44	274.90
	A3011474	A -30-1-1431-4-54671 -	PHONES & FAX	3.02	696.96
	A3011478	A -30-1-1431-8-58010 -	HOSPITALIZATION	809.60	3,238.40
	A3011654	A -30-1-1650-4-54670 -	PHONES	4.06	4,149.18
	A3021394	A -30-2-1390-4-54720 -	SERVICE CONTRAC	64,750.00	1,750.00
	A3021694	A -30-2-1681-4-54670 -	PHONES	3.43	704.10
	A3021694	A -30-2-1681-4-54740 -	SERVICE CONTRAC	3,264.23	5,263.85
	A3031444	A -30-3-1440-4-54670 -	PHONES	159.72	439.29
	A3031494	A -30-3-1490-4-54670 -	PHONES	129.29	1,109.46
	A3031624	A -30-3-1620-4-54650 -	UTILITIES	29.58	19,278.72
	A3031654	A -30-3-1623-4-54650 -	UTILITIES	156.42	21,928.71
	A3031654	A -30-3-1623-4-54670 -	PHONES	348.21	1,694.75
	A3051414	A -30-5-1410-4-54573 -	RISK-SAFETY PRO	40.01	30,029.90
	A3051414	A -30-5-1410-4-54671 -	PHONES & FAX	115.58	909.42
	A3113624	A -31-1-3620-4-54670 -	PHONES	56.18	235.80
	A3143124	A -31-4-3120-4-54650 -	UTILITIES	85.58	689.42
	A3143124	A -31-4-3120-4-54670 -	PHONES	3,191.25	16,351.05
	A3143124	A -31-4-3120-4-54740 -	SERVICE CONTRAC	194.10	61,034.91
	A3143314	A -31-4-3310-4-54740 -	SERVICE CONTRAC	99.99	367.68
	A3143314	A -31-4-3310-4-54751 -	UTILITIES TRAFF	1,631.45	13,877.09
	A3143414	A -31-4-3410-4-54650 -	UTILITIES	83.30	12,144.99
	A3143414	A -31-4-3410-4-54670 -	PHONES	1,050.15	7,014.75
	A3335014	A -33-3-5010-4-54670 -	PHONES	178.95	2,287.99
	A3335184	A -33-3-5182-4-54750 -	STREET LIGHTING	28,099.02	207,155.51
	A3335654	A -33-3-5650-4-54650 -	UTILITIES	448.19	5,828.52
	A3335654	A -33-3-5650-4-54670 -	PHONES	132.88	578.63
	A3416314	A -34-1-6310-4-54650 -	UTILITIES	397.25	1,712.75
	A3517514	A -35-1-7510-4-54670 -	PHONES	3.21	310.06
	A3537114	A -35-3-7110-4-54650 -	UTILITIES	804.56	19,345.69
	A3537114	A -35-3-7110-4-54670 -	PHONES	84.57	561.25
	A3537214	A -35-3-7200-4-54670 -	PHONES	33.68	139.34
	A3567144	A -35-6-7140-4-54650 -3000	UTILITIES	1,430.78	4,173.29
	A3567144	A -35-6-7140-4-54670 -3000	PHONES	18.33	171.27
	A3567144	A -35-6-7140-4-54671 -	PHONES & FAX	3.43	548.11
	A3567174	A -35-6-7171-4-54670 -3000	PHONES	134.18	2,091.68
	A3567184	A -35-6-7180-4-54670 -3000	PHONES	33.40	173.51
	A3567194	A -35-6-7181-4-54650 -3000	UTILITIES	588.73	64,692.30
	A3638184	A -36-3-8180-4-54670 -	PHONES	101.04	169.85
	A3638194	A -36-3-8185-4-54650 -	UTILITIES	165.89	1,911.23
	A3638194	A -36-3-8185-4-54670 -	PHONES	18.33	171.27
	A3719068	A -37-1-9060-8-58010 -	HOSPITALIZATION	28,036.52	118,112.90
	A3729068	A -37-2-9060-8-58010 -	HOSPITALIZATION	19,715.78	92,105.02
	A3739068	A -37-3-9060-8-58010 -	HOSPITALIZATION	153,613.35	626,519.63
	A3749068	A -37-4-9060-8-58010 -	HOSPITALIZATION	398,839.70	1,841,303.77
	A3759068	A -37-5-9060-8-58010 -	HOSPITALIZATION	17,211.68	66,476.58
	A3769068	A -37-6-9060-8-58010 -	HOSPITALIZATION	8,213.62	32,817.95
	A3769068	A -37-6-9060-8-58010 -3000	HOSPITALIZATION	15,016.84	71,319.01
	E3577164	E -35-7-7160-4-54650 -	UTILITIES	11,917.13	69,320.35
	E3577164	E -35-7-7160-4-54670 -	PHONES	855.15	2,502.38
	E3577168	E -35-7-7160-8-58010 -	HOSPITALIZATION	1,234.46	74,307.63

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
		F3638314 F -36-3-8310-4-54670 -	PHONES	-170.67	1,241.53
		F3638324 F -36-3-8320-4-54650 -	UTILITIES	2,805.19	30,215.05
		F3638334 F -36-3-8330-4-54650 -	UTILITIES	26,542.32	225,314.78
		F3638334 F -36-3-8330-4-54670 -	PHONES	86.16	2,008.65
		F3638344 F -36-3-8340-4-54670 -	PHONES	18.33	356.28
		F3739068 F -37-3-9060-8-58010 -	HOSPITALIZATION	35,499.92	144,936.32
		G3638124 G -36-3-8120-4-54650 -	UTILITIES	3,249.65	28,463.37
		G3638124 G -36-3-8120-4-54670 -	PHONES	21.57	333.63
		G3739068 G -37-3-9060-8-58010 -	HOSPITALIZATION	17,054.61	65,772.78
REPORT TOTALS				848,678.72	

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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	8	140								
API	A3011478-58010						HOSPITALIZATION		809.60	
	08/15/2018 W	18MWAUG2	006950			165383	89185			
API	A3719068-58010						HOSPITALIZATION		28,036.52	
	08/15/2018 W	18MWAUG2	006950			165383	89185			
API	A3729068-58010						HOSPITALIZATION		19,715.78	
	08/15/2018 W	18MWAUG2	006950			165383	89185			
API	A3739068-58010						HOSPITALIZATION		153,613.35	
	08/15/2018 W	18MWAUG2	006950			165383	89185			
API	A3749068-58010						HOSPITALIZATION		398,839.70	
	08/15/2018 W	18MWAUG2	006950			165383	89185			
API	A3759068-58010						HOSPITALIZATION		17,211.68	
	08/15/2018 W	18MWAUG2	006950			165383	89185			
API	A3769068-58010						HOSPITALIZATION		8,213.62	
	08/15/2018 W	18MWAUG2	006950			165383	89185			
API	A3769068-58010-3000						HOSPITALIZATION		15,016.84	
	08/15/2018 W	18MWAUG2	006950			165383	89185			
API	E3577168-58010						HOSPITALIZATION		1,234.46	
	08/15/2018 W	18MWAUG2	006950			165383	89185			
API	F3739068-58010						HOSPITALIZATION		35,499.92	
	08/15/2018 W	18MWAUG2	006950			165383	89185			
API	G3739068-58010						HOSPITALIZATION		17,054.61	
	08/15/2018 W	18MWAUG2	006950			165383	89185			
API	A3011654-54670						PHONES		4.06	
	08/15/2018 W	18MWAUG2	000050			165384	1000-810-2104			
API	A3031444-54670						PHONES		3.15	
	08/15/2018 W	18MWAUG2	000050			165384	1000-810-2104			
API	A3143414-54670						PHONES		3.70	
	08/15/2018 W	18MWAUG2	000050			165384	1000-810-2104			
API	A3567144-54671						PHONES & FAX		3.43	
	08/15/2018 W	18MWAUG2	000050			165384	1000-810-2104			
API	A3031654-54670						PHONES		6.10	
	08/15/2018 W	18MWAUG2	000050			165384	1000-810-2104			
API	A3011424-54671						PHONES & FAX		3.44	
	08/15/2018 W	18MWAUG2	000050			165384	1000-810-2104			
API	A3517514-54670						PHONES		3.21	
	08/15/2018 W	18MWAUG2	000050			165384	1000-810-2104			
API	A3011474-54671						PHONES & FAX		3.02	
	08/15/2018 W	18MWAUG2	000050			165384	1000-810-2104			
API	A3051414-54671						PHONES & FAX		4.45	
	08/15/2018 W	18MWAUG2	000050			165384	1000-810-2104			
API	A3021694-54670						PHONES		3.43	
	08/15/2018 W	18MWAUG2	000050			165384	1000-810-2104			
API	A3021394-54720						SERVICE CONTRACTS - PROF SERV		64,750.00	
	08/15/2018 W	18MWAUG2	000997			165385	7/1/18-6/30/19			
API	A3143124-54670						PHONES		57.08	
	08/15/2018 W	18MWAUG2	004947			165386	1639			
API	E3577164-54670						PHONES		325.87	

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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
		08/15/2018	W 18MWAUG2	004947		165387	5000394			
API	E3577164-54650						UTILITIES		7,057.17	
		08/15/2018	W 18MWAUG2	006575		165388	CITY CENTER			
API	A3021694-54740						SERVICE CONTRACTS - EQUIPMENT		3,024.24	
		08/15/2018	W 18MWAUG2	005574	180021	165389	FIBER LEASE			
POL	A3021694-54740						SERVICE CONTRACTS - EQUIPMENT	4		3,024.24
		08/15/2018	LIQ/INV	005574	180021	165389	FIBER LEASE	2018		
API	A3031624-54650						UTILITIES		29.58	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	A3031654-54650						UTILITIES		156.42	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	A3638194-54650						UTILITIES		165.89	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	A3416314-54650						UTILITIES		397.25	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	A3335654-54650						UTILITIES		448.19	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	A3567194-54650-3000						UTILITIES		588.73	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	A3537114-54650						UTILITIES		804.56	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	G3638124-54650						UTILITIES		1,093.81	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	A3567144-54650-3000						UTILITIES		1,430.78	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	G3638124-54650						UTILITIES		2,155.84	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	F3638324-54650						UTILITIES		2,805.19	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	A3335184-54750						STREET LIGHTING		28,099.02	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	F3638334-54650						UTILITIES		26,542.32	
		08/15/2018	W 18MWAUG2	000319		165390	DPW			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		65.64	
		08/15/2018	W 18MWAUG2	000319		165391	DPS			
API	A3143414-54650						UTILITIES		83.30	
		08/15/2018	W 18MWAUG2	000319		165391	DPS			
API	A3143124-54650						UTILITIES		85.58	
		08/15/2018	W 18MWAUG2	000319		165391	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		107.06	
		08/15/2018	W 18MWAUG2	000319		165391	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		115.96	
		08/15/2018	W 18MWAUG2	000319		165391	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		144.89	
		08/15/2018	W 18MWAUG2	000319		165391	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		155.10	
		08/15/2018	W 18MWAUG2	000319		165391	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		184.74	
		08/15/2018	W 18MWAUG2	000319		165391	DPS			

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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	A3143314-54751	08/15/2018 W	18MWAUG2	000319		165391	UTILITIES TRAFFIC LIGHTS DPS		199.56	
API	A3143314-54751	08/15/2018 W	18MWAUG2	000319		165391	UTILITIES TRAFFIC LIGHTS DPS		202.24	
API	A3143314-54751	08/15/2018 W	18MWAUG2	000319		165391	UTILITIES TRAFFIC LIGHTS DPS		205.98	
API	A3143314-54751	08/15/2018 W	18MWAUG2	000319		165391	UTILITIES TRAFFIC LIGHTS DPS		250.28	
API	E3577164-54650	08/15/2018 W	18MWAUG2	000319		165392	UTILITIES CITY CENTER		4,859.96	
API	A3143124-54740	08/15/2018 W	18MWAUG2	000223		165393	SERVICE CONTRACTS - EQUIPMENT 323252-1023244A3		119.16	
API	A3143124-54740	08/15/2018 W	18MWAUG2	001699		165394	SERVICE CONTRACTS - EQUIPMENT 202-866296301-001		74.94	
API	A3021694-54740	08/15/2018 W	18MWAUG2	001699		165395	SERVICE CONTRACTS - EQUIPMENT 202-938277101-001		239.99	
API	A3143314-54740	08/15/2018 W	18MWAUG2	007001		165396	SERVICE CONTRACTS - EQUIPMENT 013887001		99.99	
API	A3143124-54670	08/15/2018 W	18MWAUG2	001927		165397	PHONES 518580661828249		43.19	
API	A3143124-54670	08/15/2018 W	18MWAUG2	001927		165398	PHONES 5185846400685246		43.31	
API	A3143124-54670	08/15/2018 W	18MWAUG2	001927		165399	PHONES 5185818707789245		66.62	
API	A3143414-54670	08/15/2018 W	18MWAUG2	001927		165400	PHONES 518Q700655072248		229.04	
API	A3143124-54670	08/15/2018 W	18MWAUG2	001927		165401	PHONES 5185843042705243		318.51	
API	A3031654-54670	08/15/2018 W	18MWAUG2	001927		165402	PHONES DPW		32.01	
API	A3031654-54670	08/15/2018 W	18MWAUG2	001927		165402	PHONES DPW		74.48	
API	A3031654-54670	08/15/2018 W	18MWAUG2	001927		165402	PHONES DPW		93.18	
API	A3031654-54670	08/15/2018 W	18MWAUG2	001927		165402	PHONES DPW		41.52	
API	A3031654-54670	08/15/2018 W	18MWAUG2	001927		165402	PHONES DPW		68.58	
API	A3335654-54670	08/15/2018 W	18MWAUG2	001927		165402	PHONES DPW		132.88	
API	A3537114-54670	08/15/2018 W	18MWAUG2	001927		165402	PHONES DPW		32.95	
API	A3537114-54670	08/15/2018 W	18MWAUG2	001927		165402	PHONES DPW		33.29	
API	A3537214-54670	08/15/2018 W	18MWAUG2	001927		165402	PHONES DPW		33.68	
API	A3567174-54670-3000	08/15/2018 W	18MWAUG2	001927		165402	PHONES DPW		134.18	
API	A3567184-54670-3000						PHONES		33.40	

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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	08/15/2018	W 18MWAUG2	001927		165402	DPW			
	API	08/15/2018	W 18MWAUG2	001927		165402	PHONES		67.12	
	API	08/15/2018	W 18MWAUG2	001927		165402	DPW			
	API	08/15/2018	W 18MWAUG2	001927		165402	PHONES		33.92	
	API	08/15/2018	W 18MWAUG2	001927		165402	DPW			
	API	08/15/2018	W 18MWAUG2	001927		165402	PHONES		67.83	
	API	08/15/2018	W 18MWAUG2	001927		165402	DPW			
	API	08/15/2018	W 18MWAUG2	001831		165403	PHONES		32.40	
	API	08/15/2018	W 18MWAUG2	001831		165404	8420737333-00001			
	API	08/15/2018	W 18MWAUG2	001831		165404	PHONES		56.18	
	API	08/15/2018	W 18MWAUG2	001831		165405	942014876-00001			
	API	08/15/2018	W 18MWAUG2	001831		165405	PHONES & FAX		60.36	
	API	08/15/2018	W 18MWAUG2	001831		165405	ACCOUNTS			
	API	08/15/2018	W 18MWAUG2	001831		165405	PHONES & FAX		50.77	
	API	08/15/2018	W 18MWAUG2	001831		165405	ACCOUNTS			
	API	08/15/2018	W 18MWAUG2	001831		165405	RISK-SAFETY PROGRAMMING		40.01	
	API	08/15/2018	W 18MWAUG2	001831		165406	ACCOUNTS			
	API	08/15/2018	W 18MWAUG2	001831		165406	PHONES		156.57	
	API	08/15/2018	W 18MWAUG2	001831		165406	642000522-00001			
	API	08/15/2018	W 18MWAUG2	001831		165406	PHONES		129.29	
	API	08/15/2018	W 18MWAUG2	001831		165406	642000522-00001			
	API	08/15/2018	W 18MWAUG2	001831		165406	PHONES		32.34	
	API	08/15/2018	W 18MWAUG2	001831		165406	642000522-00001			
	API	08/15/2018	W 18MWAUG2	001831		165406	PHONES		178.95	
	API	08/15/2018	W 18MWAUG2	001831		165406	642000522-00001			
	API	08/15/2018	W 18MWAUG2	001831		165406	PHONES		18.33	
	API	08/15/2018	W 18MWAUG2	001831		165406	642000522-00001			
	API	08/15/2018	W 18MWAUG2	001831		165406	PHONES		18.33	
	API	08/15/2018	W 18MWAUG2	001831		165406	642000522-00001			
	API	08/15/2018	W 18MWAUG2	001831		165406	PHONES		29.33	
	API	08/15/2018	W 18MWAUG2	001831		165406	642000522-00001			
	API	08/15/2018	W 18MWAUG2	001831		165406	PHONES			200.00
	API	08/15/2018	W 18MWAUG2	001831		165406	642000522-00001		18.33	
	API	08/15/2018	W 18MWAUG2	001831		165406	PHONES		18.33	
	API	08/15/2018	W 18MWAUG2	001831		165406	642000522-00001			
	API	08/15/2018	W 18MWAUG2	001831		165406	PHONES		21.57	
	API	08/15/2018	W 18MWAUG2	001831		165406	642000522-00001			
	API	08/15/2018	W 18MWAUG2	001831		165407	PHONES		529.28	
	API	08/15/2018	W 18MWAUG2	001831		165408	480169107-00001			
	API	08/15/2018	W 18MWAUG2	001831		165408	PHONES		817.41	
	API	08/15/2018	W 18MWAUG2	001831		165409	486851008-00001			
	API	08/15/2018	W 18MWAUG2	001831		165409	PHONES		1,189.47	
	API	08/15/2018	W 18MWAUG2	001831		165410	242016471-00001			
	API	08/15/2018	W 18MWAUG2	001831		165410	PHONES		1,473.07	
		08/15/2018	W 18MWAUG2	001831		165410	386851082-00001			

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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
																			GENERAL LEDGER TOTAL		848,878.72	200.00
API	A-2600														ACCOUNTS	PAYABLE						749,564.90
API	E-2600														ACCOUNTS	PAYABLE						14,006.74
API	F-2600														ACCOUNTS	PAYABLE						64,781.25
API	G-2600														ACCOUNTS	PAYABLE						20,325.83
POL	A-1521														ENCUMBRANCES							3,024.24
POL	A-2963														BUDGETARY	FUND	BALANCE	RES	ENC		3,024.24	
																			SYSTEM GENERATED ENTRIES TOTAL		3,024.24	851,702.96
																			JOURNAL 2018/08/140 TOTAL		851,902.96	851,902.96
2018	8	140																				
API	A-1522														EXPENDITURES						749,564.90	
API	E-1522														EXPENDITURES						14,006.74	
API	F-1522														EXPENDITURES						64,781.25	
API	G-1522														EXPENDITURES						20,325.83	

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2018	8	140	08/15/2018			
	A-1521					ENCUMBRANCES		3,024.24
	A-1522					EXPENDITURES	749,564.90	
	A-2600					ACCOUNTS PAYABLE		749,564.90
	A-2963					BUDGETARY FUND BALANCE RES ENC	3,024.24	
						FUND TOTAL	752,589.14	752,589.14
E	CITY CENTER AUTHORITY	2018	8	140	08/15/2018			
	E-1522					EXPENDITURES	14,006.74	
	E-2600					ACCOUNTS PAYABLE		14,006.74
						FUND TOTAL	14,006.74	14,006.74
F	WATER FUND	2018	8	140	08/15/2018			
	F-1522					EXPENDITURES	64,781.25	
	F-2600					ACCOUNTS PAYABLE		64,781.25
						FUND TOTAL	64,781.25	64,781.25
G	SEWER FUND	2018	8	140	08/15/2018			
	G-1522					EXPENDITURES	20,325.83	
	G-2600					ACCOUNTS PAYABLE		20,325.83
						FUND TOTAL	20,325.83	20,325.83

** 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
	171001	001 TOWNE, RYAN & PARTNE	1.00	0.00	0.00	1.00	9	ARTICL 7 CCA 12/29/16
	171581	001 UNGERBOECK SYSTEMS I	1.00	0.00	1.00	0.00	0	WEBSITE DESIGN AND SIGNAGE INTEGRATI
	171583	001 GREENMAN-PEDERSEN, I	1.00	0.00	0.00	1.00	9	GEYSER RD & RT 50 1760.47 & 1759.83
	171687	001 MOTOROLA SOLUTIONS I	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
	180015	001 SAX-BST, LLP	1.00	0.00	0.00	1.00	8	AUDIT SERVICES CCA 2/7/17
	180017	001 WALSH & WALSH LLP	1.00	0.00	0.00	1.00	8	BOND COUNCEL SERVICES
	180117	001 TVC ALBANY, INC.	1.00	0.00	0.00	1.00	8	SETUP CHARGES AND MONTHLY CHARGE N
	180212	001 COMPLUS DATA INNOVAT	1.00	0.00	0.00	1.00	8	2018 PARKING TICKET MAINTENANCE SYST
	180216	001 WELLNESS FARM	12.00	0.00	0.00	12.00	8	2018 HORSE BOARDING
	180217	001 TVC ALBANY, INC.	12.00	0.00	0.00	12.00	8	2018 MONTHLY FIBER LEASE FOR 911 SY
	180222	001 ADIRONDACK SECURITY	1.00	0.00	0.00	1.00	8	MAINTENANCE SERVICES CCA 2/6/18 NYS
	180225	001 US SECURITY ASSOCIAT	1.00	0.00	0.00	1.00	8	2018 SECURITY SERVICES
	180236	001 PITTSFIELD COMMUNICA	12.00	0.00	0.00	12.00	8	SERVICE AND REPAIR OF RADIOS TILL 3
	180249	001 SCS ENGINEERS	1.00	0.00	0.00	1.00	8	LANDFILL OM&M SERVICES PER RFP 2017
	180258	001 UPSTATE NY PLOW AND	1.00	0.00	0.00	1.00	8	FIRE APPARATUS MAINTENANCE AND SER
	180266	001 GARRISON FIRE & RESC	1.00	0.00	0.00	1.00	8	FIRE APPARATUS MAINTENACE AND SERVIC
	180279	001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00	8	RUBBLE/BLACKTOP SARTAOGA COUNTY 18
	180310	001 NATIONAL BUSINESS TE	1.00	0.00	0.00	1.00	8	SERVICE AGREEMENT 9 MOS @ \$80.00 =
	180334	001 MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00	8	SEWER PUMPING 4/3/18-4/3/19 NOT TO
	180353	001 SARATOGA HISTORIC PR	1.00	0.00	0.00	1.00	8	OFFICE RENT FOR HR OFFICE TILL 12/31
	180355	001 WILDLIFE INSTITUTE OF	1.00	0.00	1.00	0.00	0	BIRDS OF PREY ON SITE PRESENTATION 6
	180366	001 PRICE CHOPPER OPERAT	1.00	0.00	0.00	1.00	8	CAMP SARADAC 8/9/18 PIZZA PARTY AND
		001 PRICE CHOPPER OPERAT	1.00	0.00	0.00	1.00		CAMP SARADAC 8/9/18 PIZZA PARTY AND
	180387	001 KUBRICKY CONSTRUCTIO	1.00	0.00	0.00	1.00	8	EQUIPMENT RENTAL SARATOGA COUNTY 1
	180389	001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00	8	RUBBLE/BLACKTOP SARATOGA COUTNY 18
	180407	001 NORTHEAST SIGNAL INC	7.00	0.00	7.00	0.00	0	SE-3012-2-P36 1 WAY PED POST TOP B

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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
	180409	001 GOLDBERGER AND KREME	1.00	0.00	0.00	1.00	8	LABOR AND EMPLOYMENT LEGAL SERVICES
	180424	001 STILSING ELECTRIC IN	1.00	0.00	0.00	1.00	8	TRAFFIC IMPROVEMENT PROJECT PER RFP
	180429	001 THE LA GROUP PC	1.00	0.00	0.00	1.00	8	CONCEPTUAL DESIGN FOR "FLAT ROCK MAS
	180433	001 SPA PAINT & DECORATI	1.00	0.00	1.00	0.00	0	WINDOW BLINDS FOR THE DISPATCH CENT
	180473	001 HOLLAND CO INC	1.00	0.00	0.00	1.00	8	POLYALUMINUM CHLORIDE PC H-180 6/5/
	180476	001 PITTSFIELD COMMUNICA	34.00	0.00	34.00	0.00	0	PORTABLE RADIO LEATHER CARRY CASE WI
	180500	001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00	8	PER IFB 2017-28 PRECAST MANHOLE, CA
	180515	001 LEXIPOL, LLC	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
	180527	001 QUAKER FORD	1.00	0.00	1.00	0.00	0	DOOR REPAIR AMBULANCE 5652
	180529	001 S & J ENTERPRISES	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
	180533	001 GALLS INC	3.00	0.00	3.00	0.00	0	MOCIEAN TECH S/S TWO TONE POLO PER
	180538	001 BARRETT ROBINSON INC	1.00	0.00	1.00	0.00	0	20PC KIT OF GORILLA135
	180559	001 REPORTING SYSTEMS, I	3.00	0.00	3.00	0.00	0	INSPECTER- LEVEL 3 SUBSCRIPTION FOR

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

7981	00000	QUAKER FORD	165490 117896	180527	165490	18AUG2	1,152.57	.00	.00	
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00 A3143414 54610 1,152.57 1099:										
ACCT 1200 DEPT 4000 DUE 08/21/2018 DESC:63201										
323 QUAKER ROAD QUEENSBURY NY 12804										
327	00001	PALLETTE STONE C	165494 188484	180279	165494	18AUG2	414.40	.00	35,456.02	
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00 A3335014 54100 414.40 1099:										
ACCT 1200 DEPT 3000 DUE 08/21/2018 DESC:19018										
269 BALLARD ROAD WILTON NY 12831										
4140	00000	ACCURATE PEST CO	165411 120535		166403	18AUG2	60.00	.00	.00	
CASH A 2018/08 INV 08/15/2018 SEP-CHK: Y DISC: .00 E3577164 54720 60.00 1099:										
ACCT 1200 DEPT 7000 DUE 08/21/2018 DESC:1418										
1161 CURRY ROAD SCHENECTADY NY 12306										
2578	00001	ACTIVE NETWORKS,	165412 11101291		166404	18AUG2	1,400.00	.00	.00	
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00 A3567144 54740 1,400.00 1099:										
ACCT 1200 DEPT 6000 DUE 08/21/2018 DESC:1648603										
26158 NETWORK PLACE CHICAGO IL 60673-1261										
7534	00000	ADIRONDACK SECUR	165413 48198	180222	166405	18AUG2	4,664.50	.00	11,661.25	
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00 A3051414 54573 4,664.50 1099:										
ACCT 1200 DEPT 5000 DUE 08/21/2018 DESC:48199										
10 PETRA LANE ALBANY NY 12205										
2785	00001	ADIRONDACK TIRE	165414 0770327		166406	18AUG2	485.04	.00	.00	
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00 A3143124 54510 485.04 1099:										
ACCT 1200 DEPT 4000 DUE 08/21/2018 DESC:S8575										
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866										
2785	00001	ADIRONDACK TIRE	165415 165415		166407	18AUG2	1,105.02	.00	.00	
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00 A3335014 54510 1,105.02 1099:										
ACCT 1200 DEPT 3000 DUE 08/21/2018 DESC:S1100										
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866										

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
4618	00000 JEFFREY CORNICK	165442 165442		166434	18AUG2	91.29		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3021694	54220		91.29	1099:
ACCT 1200	DEPT 2000	DUE 08/21/2018	DESC:TRAVEL REIMB								
667 GEYSER ROAD, APT. 8	BALLSTON SPA NY	12020									
3203	00001 CRYSTAL ROCK LLC	165443 165443		166435	18AUG2	39.13		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3031444	54110		9.78	1099:
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:776113917806717				A3113624	54110		9.78	1099:
P O BOX 10028	WATERBURY CT	06725-0028					A3618684	54110		9.78	1099:
							Y3618684	54110 451		9.79	1099:
3203	00001 CRYSTAL ROCK LLC	165444 165444		166436	18AUG2	143.68		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3031624	54180		17.96	1099:
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:51284311				A3031624	54180		13.47	1099:
P O BOX 10028	WATERBURY CT	06725-0028					A3031654	54180		35.92	1099:
							A3537114	54180		8.98	1099:
							A3567194	54180 3000		53.88	1099:
							A3638194	54180		13.47	1099:
2087	00001 CUMMINS NORTHEAS	165445 400-43470		166437	18AUG2	147.11		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: Y	DISC: .00			A3031654	54180		147.11	1099:
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:71800								
P O BOX 845326	BOSTON MA	02284									
4623	00000 CUTTING EDGE EQU	165446 165446		166438	18AUG2	1,154.46		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3537114	54330		134.00	1099:
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:DPW				A3638564	54180		339.96	1099:
447 STATE RTE#29	GREENWICH NY	12834					A3638564	54320		197.00	1099:
							A3638564	54330		95.00	1099:
							A3638564	54612		388.50	1099:
301	00001 DEPARTMENT OF CO	165447 648660		166439	18AUG2	261.00		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3335014	54960		261.00	1099:
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:648661								
NYS CORCRAFT	550 BROADWAY	ALBANY NY	12204-2802								

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
198	00000 GALLS, LLC	165455 010376191		166447	18AUG2	76.50		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3143124	54160	76.50	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:4790676								
P.O. BOX 71628	CHICAGO IL 60694-1628										
198	00000 GALLS, LLC	165456 010338638	180533	166448	18AUG2	150.00		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3143324	54160	150.00	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:4790676								
P.O. BOX 71628	CHICAGO IL 60694-1628										
7860	00000 GARRISON FIRE &	165457 59195,59196	180266	166449	18AUG2	4,761.55		.00	423.09		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3143414	54510	4,761.55	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:59197								
PO BOX 30 3334	ROUTE 23A PALENVILLE NY 12463										
376	00001 GAZETTE NEWSPAPE	165458 2347726		166450	18AUG2	43.10		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3051414	54490	43.10	1099:	
ACCT 1200	DEPT 5000	DUE 08/21/2018	DESC:90122								
P O BOX 1090	2345 MAXON ROAD SCHENECTADY NY 12301-1090										
6207	00001 GLOBAL MONTELLLO	165459 18279171		166451	18AUG2	7,784.05		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3113624	54520	172.92	1099:	
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:8097				A3143124	54520	4,373.43	1099:	
P.O. BOX 3372	BOSTON MA 02241						A3143414	54520	675.26	1099:	
							A3335124	54520	566.68	1099:	
							A3567144	54520	587.52	1099:	
							A3638194	54520	52.81	1099:	
							E3577164	54520	23.72	1099:	
							F3638334	54520	426.94	1099:	
							F3638344	54520	621.47	1099:	
							G3638124	54520	283.30	1099:	
6207	00001 GLOBAL MONTELLLO	165460 18297215		166452	18AUG2	7,907.38		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3143124	54520	4,379.43	1099:	
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:8097				A3143124	54520	3,219.16	1099:	
P.O. BOX 3372	BOSTON MA 02241						A3335014	54520	308.79	1099:	



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VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR	
7562	00000	GOLDBERGER AND K	165461 JULY 2018	180409	166453	18AUG2	1,472.50		.00	7,653.00			
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3011424	54720		1,472.50	1099:		
ACCT 1200	DEPT 1000	DUE 08/21/2018	DESC:LEGAL SERVICES										
39 NORTH PEARL ST., STE. 201 ALBANY NY 12207													
189	00001	GRAINGER	165462 9835268195		166454	18AUG2	107.87		.00	.00			
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3031444	54180		107.87	1099:		
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:800013294										
DEPT 800013294 PALATINE IL 60038-0001													
189	00001	GRAINGER	165463 165463		166455	18AUG2	572.50		.00	.00			
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			H3143412	52000 1232		542.62	1099:		
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:845177179				H3143412	52000 1232		29.88	1099:		
DEPT 800013294 PALATINE IL 60038-0001													
189	00001	GRAINGER	165464 165464		166456	18AUG2	1,406.17		.00	.00			
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			H3143412	52000 1232		1,393.85	1099:		
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:845177179				H3143412	52000 1232		12.32	1099:		
DEPT 800013294 PALATINE IL 60038-0001													
189	00001	GRAINGER	165465 165465		166458	18AUG2	1,671.35		.00	.00			
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3031594	54610		10.78	1099:		
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:800013294				A3031654	54180		61.62	1099:		
											850.00	1099:	
											522.83	1099:	
											73.44	1099:	
											83.22	1099:	
											69.46	1099:	
G3638124 54180													
6210	00000	GREENMAN-PEDERSE	165466 0252677	171583	166459	18AUG2	21,242.26		.00	414,234.11			
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			H3517142	52000 1200		21,242.26	1099:		
ACCT 1200	DEPT 1000	DUE 08/21/2018	DESC:ALB-2013058.00										
80 WOLF ROAD, SUITE 300 ALBANY NY 12205													

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
6004	00000 INTERSTATE BATTE	165474 121610		166467	18AUG2	884.89	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3031654	54650	884.89	1099:	
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:1188							
2	INTERSTATE AVENUE	ALBANY NY 12205								
1980	00000 ROBERT JILLSON	165475 165475		166468	18AUG2	296.00	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3143124	54160	296.00	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:CLOTHING REIMB							
SSPD	SARATOGA SPRINGS NY	12866								
7952	00000 JOHNSON CONTROLS	165476 165476		166469	18AUG2	4,720.30	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3031624	54610	4,720.30	1099:	
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:1618870							
DEPT. CH 10320	PALATINE IL	60055-0320								
7240	00000 LEXIPOL, LLC	165477 25591	180515	166470	18AUG2	15,081.00	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3143414	54720	15,081.00	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:25592							
2801	NETWORK BLVD. STE. 500	FRISCO TX 75034								
7985	00000 CHRIS LINQUIST	165478 165478		166471	18AUG2	20.00	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A046	42024	20.00	1099:	
ACCT 1200	DEPT 6000	DUE 08/21/2018	DESC:REFUND PICKLEBALL							
337	EMMETT ST. BALLSTON SPA	NY 12020								
270	00000 MAHONEY NOTIFY P	165480 165480	180334	166473	18AUG2	1,050.00	.00	7,350.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		G3638124	54331	1,050.00	1099:	
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:SEWER PUMPING							
P O BOX 767	15 COOPER STREET	GLENS FALLS NY 12801								

NEW INVOICES

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
4369	00000 MINOGUE INC	165487 7/13/18		166480	18AUG2	156.00		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3143414	54200		156.00	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:SSFD								
16 WEST AVENUE SARATOGA SPRINGS NY 12866											
7013	00000 MOTOROLA SOLUTIO	165488 165488	171687	166481	18AUG2	1,122.72		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3143412	52601		1,122.72	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:1036798760	0001							
13108 COLLECTIONS DRIVE CHICAGO IL 60693											
6512	00000 NATIONAL BUSINES	165489 IN252609	180310	166482	18AUG2	70.00		.00	451.20		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3021314	54720		70.00	1099:	
ACCT 1200	DEPT 2000	DUE 08/21/2018	DESC:C031								
505 BRADFORD STREET ALBANY NY 12206											
656	00001 NORTHEAST SIGNAL	165491 180605BS1	180407	166484	18AUG2	728.00		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3143314	54332		728.00	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:6/5/18								
101 WEST MAIN STREET P O BOX 309 ELBRIDGE NY 13060											
7978	00000 CATHERINE ONDREY	165492 165492		166485	18AUG2	75.00		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A046	42051		75.00	1099:	
ACCT 1200	DEPT 6000	DUE 08/21/2018	DESC:SOFTBALL REFUND								
2 WOODCREST DRIVE SARATOGA SPRINGS NY 12866											
321	00000 OVERHEAD DOOR CO	165493 49271		166486	18AUG2	555.88		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3143414	54610		555.88	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:7/25/18								
P O BOX 834 GLENS FALLS NY 12801											
327	00001 PALLETTE STONE C	165495 188483		166488	18AUG2	538.00		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3335014	54180		538.00	1099:	
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:19018								
269 BALLARD ROAD WILTON NY 12831											

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
3602	00002 PEOPLEFACTS LLC	165496 JUL-18		166489	18AUG2	17.82	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3143124 54720	17.82	1099:7	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:35149							
PO BOX 740303	LOS ANGELES CA	90074-0303								
327	00001 PALLETTE STONE C	165497 165497	180500	166490	18AUG2	5,247.62	.00	40,360.39		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3638144 54180	2,196.75	1099:	
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:19018				F3638354 54180	1,032.72	1099:	
269 BALLARD ROAD	WILTON NY	12831					G3638114 54180	2,018.15	1099:	
6294	00000 PITTSFIELD COMMU	165498 61093	180236	166491	18AUG2	1,330.00	.00	3,325.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3143124 54740	1,330.00	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:61101							
1502 W HOUSATONIC ST	PITTSFIELD MA	01201								
6294	00000 PITTSFIELD COMMU	165499 60753		166492	18AUG2	1,445.60	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3143122 52620	1,445.60	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:SARAT,PD							
1502 W HOUSATONIC ST	PITTSFIELD MA	01201								
6294	00000 PITTSFIELD COMMU	165500 61185	180476	166493	18AUG2	1,496.00	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3143122 52620	1,496.00	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:SARAT,PD							
1502 W HOUSATONIC ST	PITTSFIELD MA	01201								
327	00001 PALLETTE STONE C	165501 188482	180389	166494	18AUG2	31,959.09	.00	225,126.93		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3335134 54100	31,959.09	1099:	
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:19018							
269 BALLARD ROAD	WILTON NY	12831								
331	00001 PRICE CHOPPER OP	165503 02095304	180366	166496	18AUG2	34.11	.00	471.02		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3567154 54360	34.11	1099:	
ACCT 1200	DEPT 6000	DUE 08/21/2018	DESC:CAMP SARADAC							
P O BOX 1392	WILLISTON VT	05495-1392								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
223	00001 RICOH USA, INC	165511 5054126729		166504	18AUG2	67.17		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3143124	54740	67.17	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:4659857								
P O BOX 827577	PHILADELPHIA PA 19182-7577										
351	00000 ROSS VALVE MANUF	165512 IN01045842		166505	18AUG2	1,139.33		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			F3638334	54141	1,139.33	1099:	
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:412								
79 102ND STREET	TROY NY 12181										
409	00001 S & J ENTERPRISE	165514 76796	180529	166508	18AUG2	121.00		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			E3577164	54140	121.00	1099:	
ACCT 1200	DEPT 7000	DUE 08/21/2018	DESC:JANITORIAL SUPPLIES								
PO BOX 266	MAYFIELD NY 12117										
1857	00000 SAFETY WEARHOUSE	165516 348729		166510	18AUG2	124.86		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			F3638334	54180	124.86	1099:	
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:001036								
1438 ROUTE 9	FORT EDWARD NY 12828										
6237	00000 SARATOGA AUTO PA	165517 D41467		166511	18AUG2	33.76		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			A3143414	54520	33.76	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:6640								
62 EXCELSIOR AVENUE	SARATOGA SPRINGS NY 12866										
6851	00000 SARATOGA AUTO SU	165518 165518		166512	18AUG2	2,293.11		.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00			H3143412	52000 1232	217.99	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:25804310				H3143412	52000 1232	85.68	1099:	
3083A RT. 50	PO BOX 3371 SARATOGA SPRINGS NY 12866						A3143624	54510	113.25	1099:	
							A3143624	54510	-18.00	1099:	
							A3143414	54510	17.07	1099:	
							A3143314	54713	103.40	1099:	
							A3143314	54510	175.40	1099:	
							A3143124	54510	1,598.32	1099:	

VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6943	00000	SARATOGA CLEANER	165519 93783,94712		166513	18AUG2	226.40		.00	.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							A3143124	54180		226.40	1099:	
ACCT 1200 DEPT 4000 DUE 08/21/2018 DESC:95282,96731												
228 WASHINGTON STREET SARATOGA SPRINGS NY 12866												
5226	00001	SARATOGA HISTORI	165520 SEPT. 2018	180353	166514	18AUG2	450.00		.00	1,350.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							A3011434	54620		450.00	1099:	
ACCT 1200 DEPT 1000 DUE 08/21/2018 DESC:OFFICE LEASE												
P O BOX 403 SARATOGA SPRINGS NY 12866												
369	00000	SARATOGA MASONRY	165521 221257		166515	18AUG2	16.32		.00	.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							A3537114	54140		16.32	1099:	
ACCT 1200 DEPT 3000 DUE 08/21/2018 DESC:5/9/18												
435 MAPLE AVENUE - ROUTE 9 SARATOGA SPRINGS NY 12866												
4701	00000	SARATOGA PUBLISH	165522 O-87216		166516	18AUG2	196.90		.00	.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							A3051414	54490		196.90	1099:	
ACCT 1200 DEPT 5000 DUE 08/21/2018 DESC:4956												
5 CASE STREET SARATOGA SPRINGS NY 12866												
371	00002	SARATOGA QUALITY	165523 1804-014154		166517	18AUG2	16.34		.00	.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							A3567174	54170		11.96	1099:	
ACCT 1200 DEPT 6000 DUE 08/21/2018 DESC:1803-001930							A3567194	54170		4.38	1099:	
BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525												
371	00002	SARATOGA QUALITY	165524 1807-060713		166518	18AUG2	37.98		.00	.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: Y DISC: .00							E3577164	54140		37.98	1099:	
ACCT 1200 DEPT 7000 DUE 08/21/2018 DESC:413												
BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525												
371	00002	SARATOGA QUALITY	165525 1807-059054		166519	18AUG2	149.93		.00	.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							A3567194	54180		119.99	1099:	
ACCT 1200 DEPT 6000 DUE 08/21/2018 DESC:1807-060997							A3567314	54180		29.94	1099:	
BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525												

NEW INVOICES

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VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
626	00000	SPA PAINT & DECO	165533 8154060	180433	166528	18AUG2	1,494.00		.00	.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							H3146952	52000	1245	1,494.00	1099:	
ACCT 1200 DEPT 4000 DUE 08/21/2018 DESC:8/10/18												
15 TRIEBLE AVENUE SUITE 5 BALLSTON SPA NY 12020												
2237	00001	STAPLES BUSINESS	165534 3385887918		166529	18AUG2	169.99		.00	.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							A3011214	54110		169.99	1099:	
ACCT 1200 DEPT 1000 DUE 08/21/2018 DESC:N005296												
PO BOX 70242 PHILADELPHIA PA 19176-0242												
2237	00001	STAPLES BUSINESS	165535 165535		166530	18AUG2	545.90		.00	.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							A3143314	54332		5.99	1099:	
ACCT 1200 DEPT 4000 DUE 08/21/2018 DESC:DPS							A3143314	54332		35.18	1099:	
PO BOX 70242 PHILADELPHIA PA 19176-0242							A3143624	54110		24.28	1099:	
							A3143124	54180		480.45	1099:	
2237	00001	STAPLES BUSINESS	165536 165536		166531	18AUG2	588.82		.00	.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							A3051414	54110		588.82	1099:	
ACCT 1200 DEPT 5000 DUE 08/21/2018 DESC:RCH1016990												
PO BOX 70242 PHILADELPHIA PA 19176-0242												
2234	00001	STILSING ELECTRI	165537 741-1	180424	166532	18AUG2	66,403.75		.00	199,211.25		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							H3143122	52000	1255	66,403.75	1099:	
ACCT 1200 DEPT 4000 DUE 08/21/2018 DESC:SARACI												
P O BOX 27 RENSSELAER NY 12144												
7986	00000	JASON STRAIGHT	165538 165538		166533	18AUG2	15.00		.00	.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							A046	42024		15.00	1099:	
ACCT 1200 DEPT 6000 DUE 08/21/2018 DESC:REFUND PICKLEBALL												
14 FENIMORE PL. GANSEVOORT NY 12831												
7061	00000	SUPPLY WORKS, IN	165539 449268382		166534	18AUG2	213.96		.00	.00		
CASH A 2018/08 INV 08/15/2018 SEP-CHK: N DISC: .00							A3143314	54390		213.96	1099:	
ACCT 1200 DEPT 4000 DUE 08/21/2018 DESC:886609												
PO BOX 404468 ATLANTA GA 30384-4468												

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7007	00000 UNGERBOECK SYSTE	165547 71844	171581	166543	18AUG2	2,143.75	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		E3577164	54870	2,143.75	1099:	
ACCT 1200	DEPT 7000	DUE 08/21/2018	DESC:3085							
PO BOX 78429	ST. LOUIS MO	63178-8429								
7223	00001 UPSTATE NY PLOW	165548 201231	180258	166544	18AUG2	1,630.83	.00	3,001.46		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3143414	54510	1,630.83	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:49891							
399 OLD LOUDEN RD.	LATHAM NY	12110								
7272	00001 US SECURITY ASSO	165549 165549	180225	166546	18AUG2	798.44	.00	14,732.90		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		E3577164	54720	798.44	1099:	
ACCT 1200	DEPT 7000	DUE 08/21/2018	DESC:36656							
3 COMPUTER DRIVE WEST	ALBANY NY	12205								
1927	00001 VERIZON	165550 165550		166547	18AUG2	32.04	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3143314	54751	32.04	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:5155837350095247							
P O BOX 15124	ALBANY NY	12212-5124								
7528	00000 VISA	165551 165551		166548	18AUG2	1,240.00	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: Y	DISC: .00		E3577164	54632	1,240.00	1099:	
ACCT 1200	DEPT 7000	DUE 08/21/2018	DESC:4121265990220290							
PO BOX 30131	TAMPA FL	30131								
453	00000 WALLACE SUPPLY C	165552 402972		166549	18AUG2	531.60	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3335014	54180	186.60	1099:	
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:402754			A3537114	54330	345.00	1099:	
1434 ROUTE 9	FORT EDWARD NY	12828								
1853	00000 WALSH & WALSH LL	165553 84	180017	166550	18AUG2	150.00	.00	3,863.45		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		V3719714	54720	150.00	1099:	
ACCT 1200	DEPT 2000	DUE 08/21/2018	DESC:2461							
42 LONG ALLEY	SARATOGA SPRINGS NY	12866-2116								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7275	00000 WELLNESS FARM	165561 JULY 2018	180216	166558	18AUG2	600.00	.00	3,000.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3143124	54979	600.00	1099:	
ACCT 1200	DEPT 4000	DUE 08/21/2018	DESC:HORSE BOARDING							
2 RUGGLES ROAD	SARATOGA SPRINGS NY 12866									
7143	00000 WELLSRING	165562 165562		166559	18AUG2	2,896.50	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		Y3618654	54973 437	2,896.50	1099:	
ACCT 1200	DEPT 1000	DUE 08/21/2018	DESC:4TH QTR JAN-MAR 2018							
480 BROADWAY,	LL20 SARATOGA SPRINGS NY 12866									
2921	00000 WILDLIFE INSTITU	165563 6/28/18	180355	166560	18AUG2	375.00	25.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3567154	54500	350.00	1099:	
ACCT 1200	DEPT 6000	DUE 08/21/2018	DESC:CAMP SARADAC			A3567154	54500	25.00	1099:	
EASTERN NEW YORK	131 WHITE STREET SARATOGA SPRINGS NY 12866									
5776	00001 WILLIAMS SCOTSM	165564 6009158		166561	18AUG2	1,053.00	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3031964	54779	1,053.00	1099:	
ACCT 1200	DEPT 5000	DUE 08/21/2018	DESC:6009158							
P.O. BOX 91975	CHICAGO IL 60693-1975									
7987	00000 STAN WOJTOWICZ	165565 165565		166562	18AUG2	1,750.89	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		F3031934	54775	1,750.89	1099:	
ACCT 1200	DEPT 5000	DUE 08/21/2018	DESC:CLAIM							
18 LAKEWOOD DR.	SARATOGA SPRINGS NY 12866									
4802	00000 KUBRICKY CONSTRU	165567 2018202-4	180387	166564	18AUG2	10,909.00	.00	69,750.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: N	DISC: .00		A3335134	54530	10,909.00	1099:	
ACCT 1200	DEPT 3000	DUE 08/21/2018	DESC:EQUIPMENT RENTAL							
269 BALLARD ROAD	WILTON NY 12831									
429	00001 CLIFTON PARK REN	165568 9890-7		166565	18AUG2	11,830.00	.00	.00		
CASH A	2018/08	INV 08/15/2018	SEP-CHK: Y	DISC: .00		E3577164	54202	11,830.00	1099:	
ACCT 1200	DEPT 7000	DUE 08/21/2018	DESC:NYS LAW EXAM							
871 MAIN STREET	CLIFTON PARK NY 12065									
153 APPROVED UNPAID INVOICES						TOTAL		309,602.97		

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VENDOR REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
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REPORT POST TOTAL

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2018 08	A046	A	-04-6-0000-0-42024 -	INDOOR REC FACI	50.00 REV .00
	A046	A	-04-6-0000-0-42051 -	REC PROG CLINIC	210.00 REV .00
	A3011214	A	-30-1-1210-4-54110 -	OFFICE SUPPLIES	169.99 620.16
	A3011214	A	-30-1-1210-4-54740 -	SERVICE CONTRAC	279.97 555.59
	A3011424	A	-30-1-1420-4-54720 -	SERVICE CONTRAC	1,472.50 147.50
	A3011434	A	-30-1-1430-4-54620 -	RENTAL	450.00 .00
	A3011474	A	-30-1-1431-4-54290 -	MEDICAL EXAMS	630.00 6,420.00
	A3011654	A	-30-1-1650-4-54330 -	REPAIRS & MAINT	190.00 405.00
	A3021314	A	-30-2-1310-4-54110 -	OFFICE SUPPLIES	38.89 4,676.23
	A3021314	A	-30-2-1310-4-54720 -	SERVICE CONTRAC	14,070.00 479.11
	A3021692	A	-30-2-1681-2-52230 -	HARDWARE	33.91 28,289.83
	A3021694	A	-30-2-1681-4-54220 -	TRAVEL	91.29 484.94
	A3021694	A	-30-2-1681-4-54740 -	SERVICE CONTRAC	1,613.66 5,077.66
	A3031444	A	-30-3-1440-4-54110 -	OFFICE SUPPLIES	9.78 648.03
	A3031444	A	-30-3-1440-4-54180 -	OTHER SUPPLIES	210.83 191.68
	A3031444	A	-30-3-1440-4-54510 -	REPAIRS & MAINT	329.34 .00
	A3031594	A	-30-3-1590-4-54610 -	REPAIRS & MAINT	39.28 338.54
	A3031624	A	-30-3-1620-4-54180 -	OTHER SUPPLIES	305.34 2,020.02
	A3031624	A	-30-3-1620-4-54610 -	REPAIRS & MAINT	4,787.99 9,326.35
	A3031634	A	-30-3-1621-4-54610 -	REPAIRS & MAINT	38.50 1,751.44
	A3031654	A	-30-3-1623-4-54180 -	OTHER SUPPLIES	2,317.67 40.82
	A3031654	A	-30-3-1623-4-54650 -	UTILITIES	884.89 21,043.82
	A3031964	A	-30-3-1932-4-54779 -	PROPERTY LOSS C	1,053.00 240,314.02
	A3051354	A	-30-5-1355-4-54720 -	SERVICE CONTRAC	103.19 .00
	A3051414	A	-30-5-1410-4-54110 -	OFFICE SUPPLIES	588.82 866.50
	A3051414	A	-30-5-1410-4-54490 -	GENERAL ADVERTI	327.08 2,701.85
	A3051414	A	-30-5-1410-4-54573 -	RISK-SAFETY PRO	4,664.50 30,029.90
	A3113624	A	-31-1-3620-4-54110 -	OFFICE SUPPLIES	132.06 495.96
	A3113624	A	-31-1-3620-4-54160 -	UNIFORMS	463.00 37.00
	A3113624	A	-31-1-3620-4-54440 -	BOOKS PUBLICATI	813.28 36.72
	A3113624	A	-31-1-3620-4-54520 -	GAS & OIL	172.92 156.80
	A3143014	A	-31-4-3010-4-54110 -	OFFICE SUPPLIES	90.42 417.69
	A3143014	A	-31-4-3010-4-54740 -	SERVICE CONTRAC	18.42 481.58
	A3143014	A	-31-4-3010-4-54802 -	COMPLUS PARK TI	6,025.68 24,000.00
	A3143122	A	-31-4-3120-2-52620 -	POLICE EQUIPMEN	2,941.60 32,947.80
	A3143124	A	-31-4-3120-4-54140 -	JANITORIAL SUPP	308.33 725.40
	A3143124	A	-31-4-3120-4-54160 -	UNIFORMS	372.50 44,580.64
	A3143124	A	-31-4-3120-4-54180 -	OTHER SUPPLIES	767.51 4,676.71
	A3143124	A	-31-4-3120-4-54510 -	REPAIRS & MAINT	2,083.36 27,611.92
	A3143124	A	-31-4-3120-4-54520 -	GAS & OIL	12,099.87 17,291.48
	A3143124	A	-31-4-3120-4-54720 -	SERVICE CONTRAC	1,214.96 44,338.21
	A3143124	A	-31-4-3120-4-54740 -	SERVICE CONTRAC	1,897.09 60,467.82
	A3143124	A	-31-4-3120-4-54970 -	K-9 CARE	389.09 22,712.55
	A3143124	A	-31-4-3120-4-54979 -	HORSE CARE	840.00 3,789.18
	A3143314	A	-31-4-3310-4-54332 -	MATERIALS & REP	769.17 28,514.93
	A3143314	A	-31-4-3310-4-54390 -	MAINTENANCE SUP	376.77 4,275.47
	A3143314	A	-31-4-3310-4-54510 -	REPAIRS & MAINT	175.40 3,257.96
	A3143314	A	-31-4-3310-4-54713 -	PAVEMENT MARKIN	103.40 16,559.89
	A3143314	A	-31-4-3310-4-54751 -	UTILITIES TRAFF	32.04 13,845.05
	A3143324	A	-31-4-3320-4-54160 -	UNIFORMS	150.00 1,313.65
	A3143412	A	-31-4-3410-2-52601 -	FIRE EQUIPMENT	1,122.72 19,614.08

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		A3143414 A	-31-4-3410-4-54160 -	UNIFORMS	459.00	6,449.64
		A3143414 A	-31-4-3410-4-54200 -	HOUSE SUPPLIES	176.95	1,616.91
		A3143414 A	-31-4-3410-4-54330 -	REPAIRS & MAINT	794.88	183.70
		A3143414 A	-31-4-3410-4-54510 -	REPAIRS & MAINT	6,486.95	23,062.18
		A3143414 A	-31-4-3410-4-54520 -	GAS & OIL	2,478.15	3,107.97
		A3143414 A	-31-4-3410-4-54610 -	REPAIRS & MAINT	1,723.30	1,459.43
		A3143414 A	-31-4-3410-4-54720 -	SERVICE CONTRAC	16,521.00	11,555.60
		A3143414 A	-31-4-3410-4-54771 -	SERVICE CONTRAC	64.35	770.33
		A3143624 A	-31-4-3620-4-54110 -	OFFICE SUPPLIES	24.28	1,066.25
		A3143624 A	-31-4-3620-4-54510 -	REPAIRS & MAINT	95.25	404.75
		A3143644 A	-31-4-3640-4-54720 -	SERVICE CONTRAC	14.90	8,624.68
		A3335014 A	-33-3-5010-4-54100 -	RUBBLE BLACKTOP	414.40	9,768.79
		A3335014 A	-33-3-5010-4-54180 -	OTHER SUPPLIES	724.60	8,433.31
		A3335014 A	-33-3-5010-4-54510 -	REPAIRS & MAINT	6,185.39	56,507.82
		A3335014 A	-33-3-5010-4-54520 -	GAS & OIL	10,728.57	32,341.05
		A3335014 A	-33-3-5010-4-54960 -	STREET SIGNS	261.00	4,047.50
		A3335124 A	-33-3-5111-4-54520 -	GAS & OIL	2,195.20	6,946.45
		A3335134 A	-33-3-5112-4-54100 -	RUBBLE BLACKTOP	31,959.09	77,953.09
		A3335134 A	-33-3-5112-4-54530 -	EQUIPMENT & VEH	10,909.00	282.63
		A3537114 A	-35-3-7110-4-54140 -	JANITORIAL SUPP	931.76	1,578.67
		A3537114 A	-35-3-7110-4-54180 -	OTHER SUPPLIES	8.98	1,517.98
		A3537114 A	-35-3-7110-4-54330 -	REPAIRS & MAINT	712.00	506.52
		A3537114 A	-35-3-7110-4-54610 -	REPAIRS & MAINT	402.76	1,285.89
		A3537214 A	-35-3-7200-4-54180 -	OTHER SUPPLIES	121.32	2,290.34
		A3537214 A	-35-3-7200-4-54610 -	REPAIRS & MAINT	38.50	4,317.00
		A3567144 A	-35-6-7140-4-54180 -3000	OTHER SUPPLIES	99.90	268.41
		A3567144 A	-35-6-7140-4-54520 -3000	GAS & OIL	818.94	2,600.56
		A3567144 A	-35-6-7140-4-54740 -	SERVICE CONTRAC	1,578.56	6,891.50
		A3567154 A	-35-6-7150-4-54360 -	SPECIAL/FOOD	278.98	.00
		A3567154 A	-35-6-7150-4-54500 -	PROGRAMS & BUS	375.00	4,930.75
		A3567174 A	-35-6-7171-4-54170 -	SPORTS SUPPLIES	11.96	288.04
		A3567174 A	-35-6-7171-4-54610 -3000	REPAIRS & MAINT	231.00	11,729.10
		A3567194 A	-35-6-7181-4-54170 -	SPORTS SUPPLIES	4.38	1,344.14
		A3567194 A	-35-6-7181-4-54180 -	OTHER SUPPLIES	119.99	1,230.35
		A3567194 A	-35-6-7181-4-54180 -3000	OTHER SUPPLIES	53.88	3,773.20
		A3567194 A	-35-6-7181-4-54610 -3000	REPAIRS & MAINT	68.50	5,212.99
		A3567314 A	-35-6-7310-4-54180 -	OTHER SUPPLIES	89.93	457.47
		A3618684 A	-36-1-8687-4-54110 -	OFFICE SUPPLIES	73.76	674.06
		A3618684 A	-36-1-8687-4-54720 -	SERVICE CONTRAC	3,849.00	3,300.00
		A3638144 A	-36-3-8140-4-54180 -	OTHER SUPPLIES	2,196.75	4,622.17
		A3638184 A	-36-3-8180-4-54610 -	REPAIRS & MAINT	285.68	798.27
		A3638184 A	-36-3-8180-4-54720 -	SERVICE CONTRAC	2,050.00	17,711.00
		A3638194 A	-36-3-8185-4-54180 -	OTHER SUPPLIES	13.47	206.53
		A3638194 A	-36-3-8185-4-54520 -	GAS & OIL	52.81	6,072.31
		A3638194 A	-36-3-8185-4-54530 -	EQUIPMENT & VEH	450.00	200.00
		A3638564 A	-36-3-8560-4-54180 -	OTHER SUPPLIES	339.96	358.23
		A3638564 A	-36-3-8560-4-54320 -	TOOLS	197.00	383.11
		A3638564 A	-36-3-8560-4-54330 -	REPAIRS & MAINT	95.00	155.00
		A3638564 A	-36-3-8560-4-54520 -	GAS & OIL	556.59	2,640.22
		A3638564 A	-36-3-8560-4-54612 -	REPAIRS & MAINT	388.50	137.21
		E3577162 E	-35-7-7160-2-52101 -	BUILDING EQUIPM	507.00	33.83

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E3577164	E	-35-7-7160-4-54110 -	OFFICE SUPPLIES	620.65	1,808.93
E3577164	E	-35-7-7160-4-54140 -	JANITORIAL SUPP	186.59	18,954.85
E3577164	E	-35-7-7160-4-54202 -	CLIENT EXPENSES	11,830.00	3,361.50
E3577164	E	-35-7-7160-4-54420 -	ADVERTISING	125.00	1,375.00
E3577164	E	-35-7-7160-4-54520 -	GAS & OIL	23.72	316.82
E3577164	E	-35-7-7160-4-54610 -	REPAIRS & MAINT	375.00	223.89
E3577164	E	-35-7-7160-4-54632 -	DECORATING	1,240.00	1,526.04
E3577164	E	-35-7-7160-4-54720 -	SERVICE CONTRAC	3,882.21	6,969.00
E3577164	E	-35-7-7160-4-54870 -	WEBSITE DESIGN	2,143.75	4,511.33
F3031934	F	-30-3-1930-4-54775 -	SELF INSURANCE	1,750.89	3,249.11
F3638334	F	-36-3-8330-4-54110 -	OFFICE SUPPLIES	335.57	193.70
F3638334	F	-36-3-8330-4-54141 -	CHEMICALS	6,996.23	5,243.01
F3638334	F	-36-3-8330-4-54180 -	OTHER SUPPLIES	124.86	4,225.87
F3638334	F	-36-3-8330-4-54330 -	REPAIRS & MAINT	926.50	20,597.99
F3638334	F	-36-3-8330-4-54520 -	GAS & OIL	426.94	1,460.29
F3638344	F	-36-3-8340-4-54520 -	GAS & OIL	621.47	4,789.27
F3638354	F	-36-3-8341-4-54180 -	OTHER SUPPLIES	1,032.72	62,103.96
G3638114	G	-36-3-8110-4-54180 -	OTHER SUPPLIES	2,018.15	3,634.93
G3638124	G	-36-3-8120-4-54180 -	OTHER SUPPLIES	69.46	5,565.50
G3638124	G	-36-3-8120-4-54331 -	REPAIRS & MAINT	1,050.00	15,619.66
G3638124	G	-36-3-8120-4-54520 -	GAS & OIL	635.49	2,491.82
H3143122	H	-31-4-3120-2-52000 -1255	CAPITAL PROJECT	66,403.75	41,054.00
H3143412	H	-31-4-3410-2-52000 -1232	LADDER TRUCK	2,282.34	8,869.65
H3146952	H	-31-4-6950-2-52000 -1245	CAPITAL PROJECT	1,494.00	.00
H3517142	H	-35-1-7140-2-52000 -1200	GEYSER ROAD TRA	21,242.26	17,800.00
V3719714	V	-37-1-9710-4-54720 -	SERVICE CONTRAC	150.00	-98,065.84
Y3618654	Y	-36-1-8676-4-54973 -437	WELLSPRING	2,896.50	-5,799.00
Y3618664	Y	-36-1-8668-4-54951 -398	RESIDENTIAL REH	1,171.00	-13,191.00
Y3618684	Y	-36-1-8686-4-54110 -451	OFFICE SUPPLIES	9.79	-294.51
REPORT TOTALS				309,602.97	

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2018	8	189									
API	A3143414-54610		08/21/2018	W 18AUG2	007981	180527	165490	REPAIRS & MAINTENANCE BUILDING 63201		1,152.57	
POL	A3143414-54610		08/21/2018	LIQ/INV	007981	180527	165490	REPAIRS & MAINTENANCE BUILDING 4 63201 2018			1,152.57
API	A3335014-54100		08/21/2018	W 18AUG2	000327	180279	165494	RUBBLE BLACKTOP STONE OIL 19018		414.40	
POL	A3335014-54100		08/21/2018	LIQ/INV	000327	180279	165494	RUBBLE BLACKTOP STONE OIL 4 19018 2018			414.40
API	E3577164-54720		08/21/2018	W 18AUG2	004140		165411	SERVICE CONTRACTS - PROF SERV 1418		60.00	
API	A3567144-54740		08/21/2018	W 18AUG2	002578		165412	SERVICE CONTRACTS - EQUIPMENT 1648603		1,400.00	
API	A3051414-54573		08/21/2018	W 18AUG2	007534	180222	165413	RISK-SAFETY PROGRAMMING 48199		4,664.50	
POL	A3051414-54573		08/21/2018	LIQ/INV	007534	180222	165413	RISK-SAFETY PROGRAMMING 4 48199 2018			4,664.50
API	A3143124-54510		08/21/2018	W 18AUG2	002785		165414	REPAIRS & MAINTENANCE VEHICLE S8575		485.04	
API	A3335014-54510		08/21/2018	W 18AUG2	002785		165415	REPAIRS & MAINTENANCE VEHICLE S1100		1,105.02	
API	A3031654-54180		08/21/2018	W 18AUG2	000023		165416	OTHER SUPPLIES 8/3/18		417.50	
API	A3011654-54330		08/21/2018	W 18AUG2	000057		165417	REPAIRS & MAINTENANCE EQUIPMEN 4/2/18		190.00	
API	A3143314-54390		08/21/2018	W 18AUG2	005400		165418	MAINTENANCE SUPPLIES 2581569		33.85	
API	E3577164-54720		08/21/2018	W 18AUG2	005044		165419	SERVICE CONTRACTS - PROF SERV 023980		69.00	
API	E3577164-54140		08/21/2018	W 18AUG2	000031		165420	JANITORIAL SUPPLIES 662		27.61	
API	A3567314-54180		08/21/2018	W 18AUG2	000031		165421	OTHER SUPPLIES 2996		59.99	
API	A3143124-54140		08/21/2018	W 18AUG2	000031		165422	JANITORIAL SUPPLIES 2288		33.76	
API	A3143124-54140		08/21/2018	W 18AUG2	000031		165422	JANITORIAL SUPPLIES 2288		39.57	
API	A3143124-54180		08/21/2018	W 18AUG2	000031		165422	OTHER SUPPLIES 2288		33.70	
API	A3143124-54180		08/21/2018	W 18AUG2	000031		165422	OTHER SUPPLIES 2288		26.96	
API	A3143414-54200		08/21/2018	W 18AUG2	000031		165422	HOUSE SUPPLIES 2288		20.95	
API	A3143414-54330		08/21/2018	W 18AUG2	000031		165422	REPAIRS & MAINTENANCE EQUIPMEN 2288		6.33	
API	A3143414-54610		08/21/2018	W 18AUG2	000031		165422	REPAIRS & MAINTENANCE BUILDING 2288		9.85	
API	A3143414-54610							REPAIRS & MAINTENANCE BUILDING			7.79

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		08/21/2018 W	18AUG2	000031		165422	2288			
API	A3143414-54610						REPAIRS & MAINTENANCE BUILDING		12.79	
		08/21/2018 W	18AUG2	000031		165422	2288			
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		1,460.00	
		08/21/2018 W	18AUG2	003259		165423	032653 0			
API	A3031624-54180						OTHER SUPPLIES		223.96	
		08/21/2018 W	18AUG2	007550		165424	1VXN-9PVX-CHDJ			
API	F3638334-54330						REPAIRS & MAINTENANCE EQUIPMEN		926.50	
		08/21/2018 W	18AUG2	007851		165425	S0251			
API	E3577162-52101						BUILDING EQUIPMENT		507.00	
		08/21/2018 W	18AUG2	007965	180538	165426	8/1/18			
POL	E3577162-52101						BUILDING EQUIPMENT	4		507.00
		08/21/2018 W	LIQ/INV	007965	180538	165426	8/1/18	2018		
API	A3143644-54720						SERVICE CONTRACTS - PROF SERV		14.90	
		08/21/2018 W	18AUG2	007922		165427	POSTAGE REIMB			
API	A3638194-54530						EQUIPMENT & VEHICLE RENTAL		450.00	
		08/21/2018 W	18AUG2	003152		165428	SARAT031			
API	A3143124-54740						SERVICE CONTRACTS - EQUIPMENT		458.47	
		08/21/2018 W	18AUG2	007426		165429	CITSAR			
API	A3021314-54720						SERVICE CONTRACTS - PROF SERV		14,000.00	
		08/21/2018 W	18AUG2	006815	180015	165430	7/31/2018			
POL	A3021314-54720						SERVICE CONTRACTS - PROF SERV	4		14,000.00
		08/21/2018 W	LIQ/INV	006815	180015	165430	7/31/2018	2018		
API	A3537214-54180						OTHER SUPPLIES		121.32	
		08/21/2018 W	18AUG2	005255		165431	8/1/18			
API	E3577164-54720						SERVICE CONTRACTS - PROF SERV		626.74	
		08/21/2018 W	18AUG2	000417		165432	28-25070 4			
API	E3577164-54420						ADVERTISING		125.00	
		08/21/2018 W	18AUG2	000129		165433	HALF PAGE AD			
API	A3143414-54771						SERVICE CONTRACTS INS RECOVERY		64.35	
		08/21/2018 W	18AUG2	000136		165434	8/1/18			
API	A3021692-52230						HARDWARE		33.91	
		08/21/2018 W	18AUG2	002948		165435	6731216			
API	A3143414-54160						UNIFORMS		459.00	
		08/21/2018 W	18AUG2	000939		165436	B484N-NIC			
API	A3113624-54160						UNIFORMS		463.00	
		08/21/2018 W	18AUG2	003814		165437	8/8/18			
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		458.22	
		08/21/2018 W	18AUG2	004904		165438	287902			
API	A3031624-54610						REPAIRS & MAINTENANCE BUILDING		67.69	
		08/21/2018 W	18AUG2	001490		165439	7/26/18			
API	A3143014-54802						COMPLUS PARK TICKET COLL FEE		6,025.68	
		08/21/2018 W	18AUG2	005027	180212	165440	7/31/2018			
POL	A3143014-54802						COMPLUS PARK TICKET COLL FEE	4		6,025.68
		08/21/2018 W	LIQ/INV	005027	180212	165440	7/31/2018	2018		
API	A3537114-54330						REPAIRS & MAINTENANCE EQUIPMEN		233.00	
		08/21/2018 W	18AUG2	004200		165441	5873550			
API	A3021694-54220						TRAVEL		91.29	
		08/21/2018 W	18AUG2	004618		165442	TRAVEL REIMB			

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API	A3031444-54110	08/21/2018 W	18AUG2	003203		165443	OFFICE SUPPLIES 776113917806717		9.78	
API	A3113624-54110	08/21/2018 W	18AUG2	003203		165443	OFFICE SUPPLIES 776113917806717		9.78	
API	A3618684-54110	08/21/2018 W	18AUG2	003203		165443	OFFICE SUPPLIES 776113917806717		9.78	
API	Y3618684-54110-451	08/21/2018 W	18AUG2	003203		165443	OFFICE SUPPLIES 776113917806717	Y	9.79	
API	A3031624-54180	08/21/2018 W	18AUG2	003203		165444	OTHER SUPPLIES 51284311		17.96	
API	A3031624-54180	08/21/2018 W	18AUG2	003203		165444	OTHER SUPPLIES 51284311		13.47	
API	A3031654-54180	08/21/2018 W	18AUG2	003203		165444	OTHER SUPPLIES 51284311		35.92	
API	A3537114-54180	08/21/2018 W	18AUG2	003203		165444	OTHER SUPPLIES 51284311		8.98	
API	A3567194-54180-3000	08/21/2018 W	18AUG2	003203		165444	OTHER SUPPLIES 51284311		53.88	
API	A3638194-54180	08/21/2018 W	18AUG2	003203		165444	OTHER SUPPLIES 51284311		13.47	
API	A3031654-54180	08/21/2018 W	18AUG2	002087		165445	OTHER SUPPLIES 71800		147.11	
API	A3537114-54330	08/21/2018 W	18AUG2	004623		165446	REPAIRS & MAINTENANCE EQUIPMEN DPW		134.00	
API	A3638564-54180	08/21/2018 W	18AUG2	004623		165446	OTHER SUPPLIES DPW	Y	339.96	
API	A3638564-54320	08/21/2018 W	18AUG2	004623		165446	TOOLS DPW		197.00	
API	A3638564-54330	08/21/2018 W	18AUG2	004623		165446	REPAIRS & MAINTENANCE EQUIPMEN DPW		95.00	
API	A3638564-54612	08/21/2018 W	18AUG2	004623		165446	REPAIRS & MAINTENANCE DPW		388.50	
API	A3335014-54960	08/21/2018 W	18AUG2	000301		165447	STREET SIGNS 648661		261.00	
API	A3143314-54390	08/21/2018 W	18AUG2	002858		165448	MAINTENANCE SUPPLIES 7/31/18		128.96	
API	A046-42051	08/21/2018 W	18AUG2	007949		165449	REC PROG CLINIC FEES REFUND		135.00	
API	E3577164-54610	08/21/2018 W	18AUG2	002905		165450	REPAIRS & MAINTENANCE BUILDING 8/1/18		375.00	
API	A3567144-54740	08/21/2018 W	18AUG2	000172		165451	SERVICE CONTRACTS - EQUIPMENT REC DEPT		168.87	
API	A3143414-54720	08/21/2018 W	18AUG2	005915	180559	165452	SERVICE CONTRACTS - PROF SERV 913		1,440.00	
POL	A3143414-54720	08/21/2018 LIQ/INV		005915	180559	165452	SERVICE CONTRACTS - PROF SERV 4 913 2018			1,440.00
API	A3143124-54979	08/21/2018 W	18AUG2	004902		165453	HORSE CARE SSPD		240.00	
API	A3021694-54740						SERVICE CONTRACTS - EQUIPMENT		1,308.82	

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		08/21/2018	W 18AUG2	007350	180117	165454	37216			
POL	A3021694-54740						SERVICE CONTRACTS - EQUIPMENT	4		1,308.82
		08/21/2018	LIQ/INV	007350	180117	165454	37216	2018		
API	A3143124-54160						UNIFORMS		76.50	
		08/21/2018	W 18AUG2	000198		165455	4790676			
API	A3143324-54160						UNIFORMS		150.00	
		08/21/2018	W 18AUG2	000198	180533	165456	4790676			
POL	A3143324-54160						UNIFORMS	4		150.00
		08/21/2018	LIQ/INV	000198	180533	165456	4790676	2018		
API	A3143414-54510						REPAIRS & MAINTENANCE VEHICLE		4,761.55	
		08/21/2018	W 18AUG2	007860	180266	165457	59197			
POL	A3143414-54510						REPAIRS & MAINTENANCE VEHICLE	4		4,761.55
		08/21/2018	LIQ/INV	007860	180266	165457	59197	2018		
API	A3051414-54490						GENERAL ADVERTISING		43.10	
		08/21/2018	W 18AUG2	000376		165458	90122			
API	A3113624-54520						GAS & OIL		172.92	
		08/21/2018	W 18AUG2	006207		165459	8097			
API	A3143124-54520						GAS & OIL		4,373.43	
		08/21/2018	W 18AUG2	006207		165459	8097			
API	A3143414-54520						GAS & OIL		675.26	
		08/21/2018	W 18AUG2	006207		165459	8097			
API	A3335124-54520						GAS & OIL		566.68	
		08/21/2018	W 18AUG2	006207		165459	8097			
API	A3567144-54520-3000						GAS & OIL		587.52	
		08/21/2018	W 18AUG2	006207		165459	8097			
API	A3638194-54520						GAS & OIL		52.81	
		08/21/2018	W 18AUG2	006207		165459	8097			
API	E3577164-54520						GAS & OIL		23.72	
		08/21/2018	W 18AUG2	006207		165459	8097			
API	F3638334-54520						GAS & OIL		426.94	
		08/21/2018	W 18AUG2	006207		165459	8097			
API	F3638344-54520						GAS & OIL		621.47	
		08/21/2018	W 18AUG2	006207		165459	8097			
API	G3638124-54520						GAS & OIL		283.30	
		08/21/2018	W 18AUG2	006207		165459	8097			
API	A3143124-54520						GAS & OIL		4,379.43	
		08/21/2018	W 18AUG2	006207		165460	8097			
API	A3143124-54520						GAS & OIL		3,219.16	
		08/21/2018	W 18AUG2	006207		165460	8097			
API	A3335014-54520						GAS & OIL		308.79	
		08/21/2018	W 18AUG2	006207		165460	8097			
API	A3011424-54720						SERVICE CONTRACTS - PROF SERV		1,472.50	
		08/21/2018	W 18AUG2	007562	180409	165461	LEGAL SERVICES			
POL	A3011424-54720						SERVICE CONTRACTS - PROF SERV	4		1,472.50
		08/21/2018	LIQ/INV	007562	180409	165461	LEGAL SERVICES	2018		
API	A3031444-54180						OTHER SUPPLIES		107.87	
		08/21/2018	W 18AUG2	000189		165462	800013294			
API	H3143412-52000-1232						LADDER TRUCK		542.62	
		08/21/2018	W 18AUG2	000189		165463	845177179			

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API	H3143412-52000-1232	08/21/2018 W	18AUG2	000189		165463	LADDER TRUCK 845177179		29.88	
API	H3143412-52000-1232	08/21/2018 W	18AUG2	000189		165464	LADDER TRUCK 845177179		1,393.85	
API	H3143412-52000-1232	08/21/2018 W	18AUG2	000189		165464	LADDER TRUCK 845177179		12.32	
API	A3031594-54610	08/21/2018 W	18AUG2	000189		165465	REPAIRS & MAINTENANCE BUILDING 800013294		10.78	
API	A3031654-54180	08/21/2018 W	18AUG2	000189		165465	OTHER SUPPLIES 800013294		61.62	
API	A3031654-54180	08/21/2018 W	18AUG2	000189		165465	OTHER SUPPLIES 800013294		850.00	
API	A3031654-54180	08/21/2018 W	18AUG2	000189		165465	OTHER SUPPLIES 800013294		522.83	
API	A3537114-54140	08/21/2018 W	18AUG2	000189		165465	JANITORIAL SUPPLIES 800013294		73.44	
API	A3537114-54140	08/21/2018 W	18AUG2	000189		165465	JANITORIAL SUPPLIES 800013294		83.22	
API	G3638124-54180	08/21/2018 W	18AUG2	000189		165465	OTHER SUPPLIES 800013294		69.46	
API	H3517142-52000-1200	08/21/2018 W	18AUG2	006210	171583	165466	GEYSER ROAD TRAIL ALB-2013058.00		21,242.26	
POL	H3517142-52000-1200	08/21/2018 LIQ/INV		006210	171583	165466	GEYSER ROAD TRAIL ALB-2013058.00	4 2017		21,242.26
API	A3335014-54510	08/21/2018 W	18AUG2	007831		165467	REPAIRS & MAINTENANCE VEHICLE T595394		3,162.15	
API	Y3618664-54951-398	08/21/2018 W	18AUG2	000856		165468	RESIDENTIAL REHAB SINGLE FAMIL 6/19/18	Y	1,096.00	
API	F3638334-54141	08/21/2018 W	18AUG2	000202	180473	165469	CHEMICALS 984		5,856.90	
POL	F3638334-54141	08/21/2018 LIQ/INV		000202	180473	165469	CHEMICALS 984	4 2018		5,856.90
API	A3638184-54610	08/21/2018 W	18AUG2	002571		165470	REPAIRS & MAINTENANCE BUILDING 50535		285.68	
API	E3577164-54720	08/21/2018 W	18AUG2	002736		165471	SERVICE CONTRACTS - PROF SERV ST-16500		188.00	
API	Y3618664-54951-398	08/21/2018 W	18AUG2	005295		165472	RESIDENTIAL REHAB SINGLE FAMIL 7/25/18	Y	75.00	
API	A3113624-54440	08/21/2018 W	18AUG2	003422		165473	BOOKS PUBLICATIONS & SUBSCRIPT 5077365		813.28	
API	A3031654-54650	08/21/2018 W	18AUG2	006004		165474	UTILITIES 1188		884.89	
API	A3143124-54160	08/21/2018 W	18AUG2	001980		165475	UNIFORMS CLOTHING REIMB		296.00	
API	A3031624-54610	08/21/2018 W	18AUG2	007952		165476	REPAIRS & MAINTENANCE BUILDING 1618870		4,720.30	
API	A3143414-54720	08/21/2018 W	18AUG2	007240	180515	165477	SERVICE CONTRACTS - PROF SERV 25592		15,081.00	
POL	A3143414-54720						SERVICE CONTRACTS - PROF SERV	4		15,081.00

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API	A046-42024	08/21/2018	LIQ/INV	007240	180515	165477	25592	2018		
							INDOOR REC FACILITY RENT		20.00	
API	G3638124-54331	08/21/2018 W	18AUG2	007985		165478	REFUND PICKLEBALL			
							REPAIRS & MAINTENANCE PUMPS		1,050.00	
POL	G3638124-54331	08/21/2018 W	18AUG2	000270	180334	165480	SEWER PUMPING			
							REPAIRS & MAINTENANCE PUMPS	4		1,050.00
API	A3031594-54610	08/21/2018 LIQ/INV		000270	180334	165480	SEWER PUMPING	2018		
							REPAIRS & MAINTENANCE BUILDING		28.50	
API	A3031634-54610	08/21/2018 W	18AUG2	000270		165481	DPW			
							REPAIRS & MAINTENANCE BUILDING		38.50	
API	A3537114-54610	08/21/2018 W	18AUG2	000270		165481	DPW			
							REPAIRS & MAINTENANCE BUILDING		105.50	
API	A3537114-54610	08/21/2018 W	18AUG2	000270		165481	DPW			
							REPAIRS & MAINTENANCE BUILDING		297.26	
API	A3537214-54610	08/21/2018 W	18AUG2	000270		165481	DPW			
							REPAIRS & MAINTENANCE BUILDING		38.50	
API	A3567174-54610-3000	08/21/2018 W	18AUG2	000270		165481	DPW			
							REPAIRS & MAINTENANCE BUILDING		231.00	
API	A3567194-54610-3000	08/21/2018 W	18AUG2	000270		165481	DPW			
							REPAIRS & MAINTENANCE BUILDING		68.50	
API	A3335014-54520	08/21/2018 W	18AUG2	001733		165482	GAS & OIL		6,073.20	
							7003317			
API	A3638564-54520	08/21/2018 W	18AUG2	001733		165482	GAS & OIL		556.59	
							7003317			
API	A3143124-54520	08/21/2018 W	18AUG2	001733		165483	GAS & OIL		127.85	
							7003317			
API	A3143414-54520	08/21/2018 W	18AUG2	001733		165483	GAS & OIL		1,769.13	
							7003317			
API	A3335014-54520	08/21/2018 W	18AUG2	001733		165483	GAS & OIL		4,346.58	
							7003317			
API	A3335124-54520	08/21/2018 W	18AUG2	001733		165483	GAS & OIL		1,628.52	
							7003317			
API	A3567144-54520-3000	08/21/2018 W	18AUG2	001733		165483	GAS & OIL		231.42	
							7003317			
API	G3638124-54520	08/21/2018 W	18AUG2	001733		165483	GAS & OIL		352.19	
							7003317			
API	A3011474-54290	08/21/2018 W	18AUG2	001499		165484	MEDICAL EXAMS		330.00	
							7/23/18			
API	A3031444-54510	08/21/2018 W	18AUG2	005786		165485	REPAIRS & MAINTENANCE VEHICLE		329.34	
							7/27/18			
API	A3031444-54180	08/21/2018 W	18AUG2	005786		165485	OTHER SUPPLIES		102.96	
							7/27/18			
API	A3143414-54510	08/21/2018 W	18AUG2	000271		165486	REPAIRS & MAINTENANCE VEHICLE		77.50	
							7/21/18			
API	A3143414-54200	08/21/2018 W	18AUG2	004369		165487	HOUSE SUPPLIES		156.00	
							SSFD			
API	A3143412-52601	08/21/2018 W	18AUG2	007013	171687	165488	FIRE EQUIPMENT		1,122.72	
							1036798760 0001			

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POL	A3143412-52601	08/21/2018	LIQ/INV	007013	171687	165488	FIRE EQUIPMENT 1036798760 0001	4 2017		1,378.80
API	A3021314-54720	08/21/2018	W 18AUG2	006512	180310	165489	SERVICE CONTRACTS - PROF SERV C031		70.00	
POL	A3021314-54720	08/21/2018	LIQ/INV	006512	180310	165489	SERVICE CONTRACTS - PROF SERV C031	4 2018		70.00
API	A3143314-54332	08/21/2018	W 18AUG2	000656	180407	165491	MATERIALS & REPAIRS TRAFFIC LT 6/5/18		728.00	
POL	A3143314-54332	08/21/2018	LIQ/INV	000656	180407	165491	MATERIALS & REPAIRS TRAFFIC LT 6/5/18	4 2018		728.00
API	A046-42051	08/21/2018	W 18AUG2	007978		165492	REC PROG CLINIC FEES SOFTBALL REFUND		75.00	
API	A3143414-54610	08/21/2018	W 18AUG2	000321		165493	REPAIRS & MAINTENANCE BUILDING 7/25/18		555.88	
API	A3335014-54180	08/21/2018	W 18AUG2	000327		165495	OTHER SUPPLIES 19018		538.00	
API	A3143124-54720	08/21/2018	W 18AUG2	003602		165496	SERVICE CONTRACTS - PROF SERV 35149		17.82	
API	A3638144-54180	08/21/2018	W 18AUG2	000327	180500	165497	OTHER SUPPLIES 19018		2,196.75	
API	F3638354-54180	08/21/2018	W 18AUG2	000327	180500	165497	OTHER SUPPLIES 19018		1,032.72	
API	G3638114-54180	08/21/2018	W 18AUG2	000327	180500	165497	OTHER SUPPLIES 19018		2,018.15	
POL	A3638144-54180	08/21/2018	LIQ/INV	000327	180500	165497	OTHER SUPPLIES 19018	4 2018		2,196.75
POL	F3638354-54180	08/21/2018	LIQ/INV	000327	180500	165497	OTHER SUPPLIES 19018	4 2018		1,032.72
POL	G3638114-54180	08/21/2018	LIQ/INV	000327	180500	165497	OTHER SUPPLIES 19018	4 2018		2,018.15
API	A3143124-54740	08/21/2018	W 18AUG2	006294	180236	165498	SERVICE CONTRACTS - EQUIPMENT 61101		1,330.00	
POL	A3143124-54740	08/21/2018	LIQ/INV	006294	180236	165498	SERVICE CONTRACTS - EQUIPMENT 61101	4 2018		1,330.00
API	A3143122-52620	08/21/2018	W 18AUG2	006294		165499	POLICE EQUIPMENT SARAT,PD		1,445.60	
API	A3143122-52620	08/21/2018	W 18AUG2	006294	180476	165500	POLICE EQUIPMENT SARAT,PD		1,496.00	
POL	A3143122-52620	08/21/2018	LIQ/INV	006294	180476	165500	POLICE EQUIPMENT SARAT,PD	4 2018		1,496.00
API	A3335134-54100	08/21/2018	W 18AUG2	000327	180389	165501	RUBBLE BLACKTOP STONE OIL 19018		31,959.09	
POL	A3335134-54100	08/21/2018	LIQ/INV	000327	180389	165501	RUBBLE BLACKTOP STONE OIL 19018	4 2018		31,959.09
API	A3567154-54360	08/21/2018	W 18AUG2	000331	180366	165503	SPECIAL/FOOD CAMP SARADAC		34.11	
POL	A3567154-54360	08/21/2018	LIQ/INV	000331	180366	165503	SPECIAL/FOOD CAMP SARADAC	4 2018		34.11
API	A3567154-54360						SPECIAL/FOOD		244.87	

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		08/21/2018	W 18AUG2	000331	180366	165504	CAMP SARADAC			
POL	A3567154-54360						SPECIAL/FOOD	4		244.87
		08/21/2018	LIQ/INV	000331	180366	165504	CAMP SARADAC	2018		
API	A3537114-54140						JANITORIAL SUPPLIES		720.35	
		08/21/2018	W 18AUG2	005176		165505	6/20/18			
API	A3011474-54290						MEDICAL EXAMS		300.00	
		08/21/2018	W 18AUG2	003132		165506	8/9/18			
API	A3567144-54740						SERVICE CONTRACTS - EQUIPMENT		9.69	
		08/21/2018	W 18AUG2	000223		165507	4661335			
API	A046-42024						INDOOR REC FACILITY RENT		15.00	
		08/21/2018	W 18AUG2	007984		165508	REFUND PICKLEBALL			
API	A3143014-54740						SERVICE CONTRACTS - EQUIPMENT		18.42	
		08/21/2018	W 18AUG2	000223		165509	4659857			
API	A3143124-54740						SERVICE CONTRACTS - EQUIPMENT		41.45	
		08/21/2018	W 18AUG2	000223		165510	4659857			
API	A3143124-54740						SERVICE CONTRACTS - EQUIPMENT		67.17	
		08/21/2018	W 18AUG2	000223		165511	4659857			
API	F3638334-54141						CHEMICALS		1,139.33	
		08/21/2018	W 18AUG2	000351		165512	412			
API	E3577164-54140						JANITORIAL SUPPLIES		121.00	
		08/21/2018	W 18AUG2	000409	180529	165514	JANITORIAL SUPPLIES	4		121.00
POL	E3577164-54140						JANITORIAL SUPPLIES	2018		
		08/21/2018	LIQ/INV	000409	180529	165514	JANITORIAL SUPPLIES			
API	F3638334-54180						OTHER SUPPLIES		124.86	
		08/21/2018	W 18AUG2	001857		165516	001036			
API	A3143414-54520						GAS & OIL		33.76	
		08/21/2018	W 18AUG2	006237		165517	6640			
API	H3143412-52000-1232						LADDER TRUCK		217.99	
		08/21/2018	W 18AUG2	006851		165518	25804310			
API	H3143412-52000-1232						LADDER TRUCK		85.68	
		08/21/2018	W 18AUG2	006851		165518	25804310			
API	A3143624-54510						REPAIRS & MAINTENANCE VEHICLE		113.25	
		08/21/2018	W 18AUG2	006851		165518	25804310			
API	A3143624-54510						REPAIRS & MAINTENANCE VEHICLE			18.00
		08/21/2018	W 18AUG2	006851		165518	25804310			
API	A3143414-54510						REPAIRS & MAINTENANCE VEHICLE		17.07	
		08/21/2018	W 18AUG2	006851		165518	25804310			
API	A3143314-54713						PAVEMENT MARKING MATERIALS		103.40	
		08/21/2018	W 18AUG2	006851		165518	25804310			
API	A3143314-54510						REPAIRS & MAINTENANCE VEHICLE		175.40	
		08/21/2018	W 18AUG2	006851		165518	25804310			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		1,598.32	
		08/21/2018	W 18AUG2	006851		165518	25804310			
API	A3143124-54180						OTHER SUPPLIES		226.40	
		08/21/2018	W 18AUG2	006943		165519	95282,96731			
API	A3011434-54620						RENTAL		450.00	
		08/21/2018	W 18AUG2	005226	180353	165520	OFFICE LEASE			
POL	A3011434-54620						RENTAL	4		450.00
		08/21/2018	LIQ/INV	005226	180353	165520	OFFICE LEASE	2018		

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API	A3537114-54140	08/21/2018 W	18AUG2	000369		165521	JANITORIAL SUPPLIES 5/9/18		16.32	
API	A3051414-54490	08/21/2018 W	18AUG2	004701		165522	GENERAL ADVERTISING 4956		196.90	
API	A3567174-54170	08/21/2018 W	18AUG2	000371		165523	SPORTS SUPPLIES 1803-001930		11.96	
API	A3567194-54170	08/21/2018 W	18AUG2	000371		165523	SPORTS SUPPLIES 1803-001930		4.38	
API	E3577164-54140	08/21/2018 W	18AUG2	000371		165524	JANITORIAL SUPPLIES 413		37.98	
API	A3567194-54180	08/21/2018 W	18AUG2	000371		165525	OTHER SUPPLIES 1807-060997		119.99	
API	A3567314-54180	08/21/2018 W	18AUG2	000371		165525	OTHER SUPPLIES 1807-060997		29.94	
API	A3143124-54970	08/21/2018 W	18AUG2	000399		165526	K-9 CARE 212723		389.09	
API	A3051414-54490	08/21/2018 W	18AUG2	000374		165527	GENERAL ADVERTISING 19397		55.03	
API	A3051414-54490	08/21/2018 W	18AUG2	000376		165528	GENERAL ADVERTISING 90122		32.05	
API	E3577164-54720	08/21/2018 W	18AUG2	002787		165529	SERVICE CONTRACTS - PROF SERV 1039997		2,092.53	
API	A3638184-54720	08/21/2018 W	18AUG2	007852	180249	165530	SERVICE CONTRACTS - PROF SERV 07218139.00		2,050.00	
POL	A3638184-54720	08/21/2018 LIQ/INV	007852	180249		165530	SERVICE CONTRACTS - PROF SERV 07218139.00	4 2018		2,050.00
API	A3537114-54140	08/21/2018 W	18AUG2	000378		165531	JANITORIAL SUPPLIES 5126-4937-7		38.43	
API	E3577164-54720	08/21/2018 W	18AUG2	001336		165532	SERVICE CONTRACTS - PROF SERV 7/27/18		47.50	
API	H3146952-52000-1245	08/21/2018 W	18AUG2	000626	180433	165533	CAPITAL PROJECT OUTLAY 8/10/18		1,494.00	
POL	H3146952-52000-1245	08/21/2018 LIQ/INV	000626	180433		165533	CAPITAL PROJECT OUTLAY 8/10/18	4 2018		1,494.00
API	A3011214-54110	08/21/2018 W	18AUG2	002237		165534	OFFICE SUPPLIES N005296		169.99	
API	A3143314-54332	08/21/2018 W	18AUG2	002237		165535	MATERIALS & REPAIRS TRAFFIC LT DPS		5.99	
API	A3143314-54332	08/21/2018 W	18AUG2	002237		165535	MATERIALS & REPAIRS TRAFFIC LT DPS		35.18	
API	A3143624-54110	08/21/2018 W	18AUG2	002237		165535	OFFICE SUPPLIES DPS		24.28	
API	A3143124-54180	08/21/2018 W	18AUG2	002237		165535	OTHER SUPPLIES DPS		480.45	
API	A3051414-54110	08/21/2018 W	18AUG2	002237		165536	OFFICE SUPPLIES RCH1016990		588.82	
API	H3143122-52000-1255	08/21/2018 W	18AUG2	002234	180424	165537	CAPITAL PROJECT OUTLAY SARACI		66,403.75	
POL	H3143122-52000-1255						CAPITAL PROJECT OUTLAY	4		66,403.75

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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	A046-42024	08/21/2018	LIQ/INV	002234	180424	165537	SARACI	2018		
API	A3143314-54390	08/21/2018 W	18AUG2	007986		165538	INDOOR REC FACILITY RENT		15.00	
API	A3143124-54140	08/21/2018 W	18AUG2	007061		165539	REFUND PICKLEBALL			
API	A3031654-54180	08/21/2018 W	18AUG2	007061		165540	MAINTENANCE SUPPLIES		213.96	
API	A3618684-54720	08/21/2018 W	18AUG2	000424		165541	886609			
API	A3618684-54720	08/21/2018 W	18AUG2	000898	180429	165542	JANITORIAL SUPPLIES		214.51	
POL	A3618684-54720	08/21/2018 LIQ/INV		000898	180429	165542	712642			
API	A3021694-54740	08/21/2018 W	18AUG2	007001		165543	OTHER SUPPLIES		282.69	
API	A3011214-54740	08/21/2018 W	18AUG2	007292		165544	02631			
API	A3051354-54720	08/21/2018 W	18AUG2	005846	171001	165545	SERVICE CONTRACTS - PROF SERV		3,849.00	
POL	A3051354-54720	08/21/2018 LIQ/INV		005846	171001	165545	7/31/18			
API	A3143124-54720	08/21/2018 W	18AUG2	007350	180217	165546	SERVICE CONTRACTS - PROF SERV 4			3,849.00
POL	A3143124-54720	08/21/2018 LIQ/INV		007350	180217	165546	7/31/18	2018		
API	E3577164-54870	08/21/2018 W	18AUG2	007007	171581	165547	SERVICE CONTRACTS - EQUIPMENT		304.84	
POL	E3577164-54870	08/21/2018 LIQ/INV		007007	171581	165547	020946201			
API	A3143414-54510	08/21/2018 W	18AUG2	007223	180258	165548	SERVICE CONTRACTS - EQUIPMENT		279.97	
POL	A3143414-54510	08/21/2018 LIQ/INV		007223	180258	165548	TOBS6PA			
API	E3577164-54720	08/21/2018 W	18AUG2	007272	180225	165549	SERVICE CONTRACTS - PROF SERV		103.19	
POL	E3577164-54720	08/21/2018 LIQ/INV		007272	180225	165549	30989			
API	A3143314-54751	08/21/2018 W	18AUG2	001927		165550	SERVICE CONTRACTS - PROF SERV 4			103.19
API	E3577164-54632	08/21/2018 W	18AUG2	007528		165551	30989	2017		
API	A3335014-54180	08/21/2018 W	18AUG2	000453		165552	SERVICE CONTRACTS - PROF SERV		1,197.14	
API	A3537114-54330	08/21/2018 W	18AUG2	000453		165552	36454			
API	V3719714-54720	08/21/2018 W	18AUG2	001853	180017	165553	SERVICE CONTRACTS - PROF SERV 4			1,197.14
POL	V3719714-54720	08/21/2018 LIQ/INV		001853	180017	165553	36454	2018		
							WEBSITE DESIGN		2,143.75	
							3085			
							WEBSITE DESIGN	4		2,350.00
							3085	2017		
							REPAIRS & MAINTENANCE VEHICLE		1,630.83	
							49891			
							REPAIRS & MAINTENANCE VEHICLE	4		1,630.83
							49891	2018		
							SERVICE CONTRACTS - PROF SERV		798.44	
							36656			
							SERVICE CONTRACTS - PROF SERV 4			798.44
							36656	2018		
							UTILITIES TRAFFIC LIGHTS		32.04	
							5155837350095247			
							DECORATING		1,240.00	
							4121265990220290			
							OTHER SUPPLIES		186.60	
							402754			
							REPAIRS & MAINTENANCE EQUIPMEN		345.00	
							402754			
							SERVICE CONTRACTS - PROF SERV		150.00	
							2461			
							SERVICE CONTRACTS - PROF SERV 4			150.00
							2461	2018		

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API	A3143414-54330	08/21/2018 W	18AUG2	007287		165554	REPAIRS & MAINTENANCE EQUIPMEN 8/1/18		788.55	
API	A3021314-54110	08/21/2018 W	18AUG2	003346		165555	OFFICE SUPPLIES C1067550		38.89	
API	A3618684-54110	08/21/2018 W	18AUG2	003346		165556	OFFICE SUPPLIES C1067550		63.98	
API	A3143014-54110	08/21/2018 W	18AUG2	003346		165557	OFFICE SUPPLIES C1067550		34.98	
API	A3143014-54110	08/21/2018 W	18AUG2	003346		165557	OFFICE SUPPLIES C1067550		55.44	
API	A3143124-54140	08/21/2018 W	18AUG2	003346		165557	JANITORIAL SUPPLIES C1067550		20.49	
API	A3113624-54110	08/21/2018 W	18AUG2	003346		165558	OFFICE SUPPLIES C1067550		122.28	
API	A3031624-54180	08/21/2018 W	18AUG2	003346		165559	OTHER SUPPLIES C1067550		49.95	
API	A3567144-54180-3000	08/21/2018 W	18AUG2	003346		165559	OTHER SUPPLIES C1067550		99.90	
API	F3638334-54110	08/21/2018 W	18AUG2	003346		165559	OFFICE SUPPLIES C1067550		335.57	
API	E3577164-54110	08/21/2018 W	18AUG2	003346		165560	OFFICE SUPPLIES C1067550		620.65	
API	A3143124-54979	08/21/2018 W	18AUG2	007275	180216	165561	HORSE CARE HORSE BOARDING		600.00	
POL	A3143124-54979	08/21/2018 LIQ/INV	007275	180216	165561		HORSE CARE HORSE BOARDING	4 2018		600.00
API	Y3618654-54973-437	08/21/2018 W	18AUG2	007143		165562	WELLSPRING 4TH QTR JAN-MAR 2018	Y	2,896.50	
API	A3567154-54500	08/21/2018 W	18AUG2	002921	180355	165563	PROGRAMS & BUS TRIPS CAMP SARADAC		350.00	
API	A3567154-54500	08/21/2018 W	18AUG2	002921		165563	PROGRAMS & BUS TRIPS CAMP SARADAC		25.00	
POL	A3567154-54500	08/21/2018 LIQ/INV	002921	180355	165563		PROGRAMS & BUS TRIPS CAMP SARADAC	4 2018		350.00
API	A3031964-54779	08/21/2018 W	18AUG2	005776		165564	PROPERTY LOSS CITY GARAGE 6009158		1,053.00	
API	F3031934-54775	08/21/2018 W	18AUG2	007987		165565	SELF INSURANCE CLAIM		1,750.89	
API	A3335134-54530	08/21/2018 W	18AUG2	004802	180387	165567	EQUIPMENT & VEHICLE RENTAL EQUIPMENT RENTAL		10,909.00	
POL	A3335134-54530	08/21/2018 LIQ/INV	004802	180387	165567		EQUIPMENT & VEHICLE RENTAL EQUIPMENT RENTAL	4 2018		10,909.00
API	E3577164-54202	08/21/2018 W	18AUG2	000429		165568	CLIENT EXPENSES NYS LAW EXAM		11,830.00	
GENERAL LEDGER TOTAL									309,628.76	25.79
API A-2600									ACCOUNTS PAYABLE	
									177,031.13	

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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 E-2600	08/21/2018 W 18AUG2	B 2885					ACCOUNTS PAYABLE		20,933.92	
API F-2600	08/21/2018 W 18AUG2	B 2885					ACCOUNTS PAYABLE		12,215.18	
API G-2600	08/21/2018 W 18AUG2	B 2885					ACCOUNTS PAYABLE		3,773.10	
API H-2600	08/21/2018 W 18AUG2	B 2885					ACCOUNTS PAYABLE		91,422.35	
API V-2600	08/21/2018 W 18AUG2	B 2885					ACCOUNTS PAYABLE		150.00	
API Y-2600	08/21/2018 W 18AUG2	B 2885					ACCOUNTS PAYABLE		4,077.29	
POL A-1521	08/21/2018 W 18AUG2	B 2885					ENCUMBRANCES		111,047.80	
POL E-1521	08/21/2018 W 18AUG2	B 2885					ENCUMBRANCES		3,776.44	
POL F-1521	08/21/2018 W 18AUG2	B 2885					ENCUMBRANCES		6,889.62	
POL G-1521	08/21/2018 W 18AUG2	B 2885					ENCUMBRANCES		3,068.15	
POL H-1521	08/21/2018 W 18AUG2	B 2885					ENCUMBRANCES		89,140.01	
POL V-1521	08/21/2018 W 18AUG2	B 2885					ENCUMBRANCES		150.00	
POL A-2963	08/21/2018 W 18AUG2	B 2885					BUDGETARY FUND BALANCE RES ENC	111,047.80		
POL E-2963	08/21/2018 W 18AUG2	B 2885					BUDGETARY FUND BALANCE RES ENC	3,776.44		
POL F-2963	08/21/2018 W 18AUG2	B 2885					BUDGETARY FUND BALANCE RES ENC	6,889.62		
POL G-2963	08/21/2018 W 18AUG2	B 2885					BUDGETARY FUND BALANCE RES ENC	3,068.15		
POL H-2963	08/21/2018 W 18AUG2	B 2885					BUDGETARY FUND BALANCE RES ENC	89,140.01		
POL V-2963	08/21/2018 W 18AUG2	B 2885					BUDGETARY FUND BALANCE RES ENC	150.00		
SYSTEM GENERATED ENTRIES TOTAL								214,072.02	523,674.99	
JOURNAL 2018/08/189 TOTAL								523,700.78	523,700.78	
2018 8 189										
API A-1522	08/21/2018 W 18AUG2	B 2885					EXPENDITURES	176,771.13		
API E-1522	08/21/2018 W 18AUG2	B 2885					EXPENDITURES	20,933.92		
API F-1522	08/21/2018 W 18AUG2	B 2885					EXPENDITURES	12,215.18		

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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	08/21/2018	W 18AUG2	B 2885			EXPENDITURES		3,773.10	
API H-1522	08/21/2018	W 18AUG2	B 2885			EXPENDITURES		91,422.35	
API V-1522	08/21/2018	W 18AUG2	B 2885			EXPENDITURES		150.00	
API Y-1522	08/21/2018	W 18AUG2	B 2885			EXPENDITURES		4,077.29	
API A-2980	08/21/2018	W 18AUG2	B 2885			REVENUES		260.00	

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2018	8	189	08/21/2018			
	A-1521					ENCUMBRANCES		111,047.80
	A-1522					EXPENDITURES	176,771.13	
	A-2600					ACCOUNTS PAYABLE		177,031.13
	A-2963					BUDGETARY FUND BALANCE RES ENC	111,047.80	
	A-2980					REVENUES	260.00	
						FUND TOTAL	288,078.93	288,078.93
E	CITY CENTER AUTHORITY	2018	8	189	08/21/2018			
	E-1521					ENCUMBRANCES		3,776.44
	E-1522					EXPENDITURES	20,933.92	
	E-2600					ACCOUNTS PAYABLE		20,933.92
	E-2963					BUDGETARY FUND BALANCE RES ENC	3,776.44	
						FUND TOTAL	24,710.36	24,710.36
F	WATER FUND	2018	8	189	08/21/2018			
	F-1521					ENCUMBRANCES		6,889.62
	F-1522					EXPENDITURES	12,215.18	
	F-2600					ACCOUNTS PAYABLE		12,215.18
	F-2963					BUDGETARY FUND BALANCE RES ENC	6,889.62	
						FUND TOTAL	19,104.80	19,104.80
G	SEWER FUND	2018	8	189	08/21/2018			
	G-1521					ENCUMBRANCES		3,068.15
	G-1522					EXPENDITURES	3,773.10	
	G-2600					ACCOUNTS PAYABLE		3,773.10
	G-2963					BUDGETARY FUND BALANCE RES ENC	3,068.15	
						FUND TOTAL	6,841.25	6,841.25
H	CAPITAL PROJECTS FUND	2018	8	189	08/21/2018			
	H-1521					ENCUMBRANCES		89,140.01
	H-1522					EXPENDITURES	91,422.35	
	H-2600					ACCOUNTS PAYABLE		91,422.35
	H-2963					BUDGETARY FUND BALANCE RES ENC	89,140.01	
						FUND TOTAL	180,562.36	180,562.36
V	DEBT SERVICE FUND	2018	8	189	08/21/2018			
	V-1521					ENCUMBRANCES		150.00
	V-1522					EXPENDITURES	150.00	
	V-2600					ACCOUNTS PAYABLE		150.00
	V-2963					BUDGETARY FUND BALANCE RES ENC	150.00	
						FUND TOTAL	300.00	300.00

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
Y	COMMUNITY DEVELOPMENT FUND	2018	8	189	08/21/2018			
	Y-1522					EXPENDITURES	4,077.29	
	Y-2600					ACCOUNTS PAYABLE		4,077.29
FUND TOTAL							4,077.29	4,077.29

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



8/1/2018

Commissioner of Finance
Saratoga Springs Recreation Department
15 Vanderbilt Avenue
Saratoga Springs, NY 12866

Dear Sir or Madam:

The Saratoga Springs Friends of Recreation Fund of The Community Foundation for the Greater Capital Region is pleased to enclose a grant for \$1,601.28. This grant is for the Saratoga Springs Recreation Department for soccer balls and basketballs.

This contribution is intended as a gift in its entirety. Neither The Community Foundation nor the donor-advisor(s) is to receive any goods or services in connection with this grant. Furthermore, this grant may not be used to fulfill a personal pledge by the donor-advisor(s). Your prompt written acknowledgment to the Foundation of your receipt of this gift and how it will be used will ensure the Foundation's compliance with IRS regulations.

All funds are component funds of The Community Foundation. Any public announcements acknowledging this grant should be written as:

**Saratoga Springs Friends of Recreation Fund
of
The Community Foundation for the Greater Capital Region**

Enclosed you will find a Check Acknowledgment Form. Please sign and return as receipt of check.

Yours sincerely,

John Eberle
President & Chief Executive Officer

Jackie Mahoney
Executive Vice President

Enclosures

CITY OF SARATOGA SPRINGS
BUDGET AMENDMENT REQUEST
DEPARTMENT Recreation
FOR THE CITY COUNCIL MEETING 8/21/2018

REVENUE ORG/OBJECT	AMOUNT	EXPENDITURE ORG/OBJECT	AMOUNT
A106 42705	1,601.28	A3567344-54170	1,111.28
Gifts and Donations	-	Sports Supplies	-
	-		-
	-	A3567324-54170	-
	-	Sports Supplies	490.00
	-		-
	-		-
	-		-
TOTALS	\$ 1,601.28		\$ 1,601.28

APPROVED BY

 8/6/2018

In accordance with section 4.4.10 of the City Charter and the City's budget amendment policy, all amendments shall be accompanied by written justification, including the financing source. Please provide explanation on this form, or if necessary attach a separate sheet.

Explanation - Use additional sheets if necessary

Friends of Rec Donation for Soccer balls and Basketballs. Includes Freight also.



BSN SPORTS™

P.O. Box 7726, Dallas, TX 75209
TEL: 800-227-7404 FAX: 972-884-7270
Come visit us at www.bsnsports.com

Invoice Number

902291911

Date: 05/18/2018

Remit to:
BSN SPORTS, LLC
PO Box 660176
Dallas, TX 75266-0176

PO Number: JUNE

Reference Number: 8855080

Terms: NT30

Due Date: 06/17/2018

Customer #: 1015209

Bill To: City of Saratoga Springs
15 VANDERBILT AVE.
SARATOGA SPRINGS NY 12866-4914

Ship To: City of Saratoga Springs
15 VANDERBILT AVE.
SARATOGA SPRINGS NY 12866-4914



Item Number	Item Description	Material	Color/Team/Size	Qty/ UOM	Unit Price	Extended Price
MCS30003FP	Mac 32 PVC Soccerball Sz 3-Custom Print	MCS30003FP		150 EA	6.90	1,035.00
NSPBM080	VOIT 22" RUBBER BASKETBALL W/CUSTOM LOGO	NSPBM080		100 EA	4.90	490.00
MCS30003	MAC CLASSIC 32 PVC SOCCERBALL #3	MCS30003	3	150 EA	0.00	0.00

Thank you for your order. This invoice completes your purchase order.

For realtime order status and tracking information go to www.bsnsports.com

IMPORTANT NOTE ABOUT OUR INVOICES

We know smooth processing of our invoice is important to you. If you have any questions about this invoice, please call your Accounts Receivable Service Representative (800-227-7404). We will be happy to answer your questions. Please remember to include our invoice number on your payment remittance so we can properly apply your payment to your account. Enjoy the benefits of online access. To enroll online or pay as a guest, go to www.BSNBilling.com.

Thank you for your business.

To better service your account, please include invoice numbers on your remittance

Invoice # 902291911

Due Date: 06/17/2018

Customer #:1015209

Merchandise Sub Total	Other	Freight	Sales Tax	Invoice Total	Payment/Credit Applied	Total Invoice Amount Due
\$1,525.00	\$0.00	\$76.28	\$0.00	\$1,601.28	\$0.00	\$1,601.28

We accept payments by check, credit card, ACH, wire, and check by phone. Please contact your account rep if you have questions.

If you need a copy of an invoice, please call at 1-800-227-7404 and choose option 2.

***Past due balances are subject to a finance charge of 1.5% per month or the highest rate permitted by applicable law, whichever is lower.**

The Fun Spot
1035 Route 9
Queensbury, NY 12804
(518) 792-8989

Statement

10000000005363

Billing Information

Camp Saradac
Wes Clarke
15 Vanderbilt Avenue
Saratoga Springs, NY 12866

Quantity	Description	Charges	Tax	Payment
8/10/2018 1:03:41 PM	Invoice # 3980480	\$1,833.00	\$0.00	\$0.00
	Group RS Plus 1 Free Chaperone	\$0.00	\$0.00	
----- 9				
	Group RS Plus 2 Free Chaperone	\$0.00	\$0.00	
----- 6				
	Group RS Plus 2	\$832.00	\$0.00	
----- 52				
	Group RS Plus 1	\$1,001.00	\$0.00	
----- 77				



CHANGE ORDER

City of Saratoga Springs

No. 1

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: City of Saratoga Springs
CONTRACTOR: Spring Electric, Inc.
Contact: Pat Spring
Project: Additional items for the East Side Rec. Football Field Lights
OWNER'S Contract No.: _____ ENGINEER'S Contract No.: _____
ENGINEER: _____

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

Description: Original work was for repairs but while on-site w/ lift the work was expanded to repair & check all lights of
Reason for Change Order: Football field and baseball field. The ballasts and lights were repaired.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	
Original Contract Price:	
\$	<u>9,990.00</u>
Net Increase (Decrease) From Previous Change Orders:	
No. _____ To _____:	
\$	<u>0.00</u>
Contract Price Prior To This Change Order:	
\$	<u>9,990.00</u>
Net Increase (Decrease) Of This Change Order:	
\$	<u>760.00</u>
Contract Price With All Approved Change Orders:	
\$	<u>10,750.00</u>

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Substantial Completion:	_____
Ready For Final Payment:	_____
(days or dates)	
Net Change From Previous Change Orders No. _____ To _____	
No. _____:	
Substantial Completion:	_____
Ready For Final Payment:	_____
(days)	
Contract Times Prior To This Change Order:	
Substantial Completion:	_____
Ready For Final Payment:	_____
(days or dates)	
Net Increase (Decrease) This Change Order:	
Substantial Completion:	_____
Ready For Final Payment:	_____
(days)	
Contract Times With All Approved Change Orders:	
Substantial Completion:	_____
Ready For Final Payment:	_____
(days or dates)	

RECOMMENDED: _____
By: _____
ENGINEER (Authorized Signature)

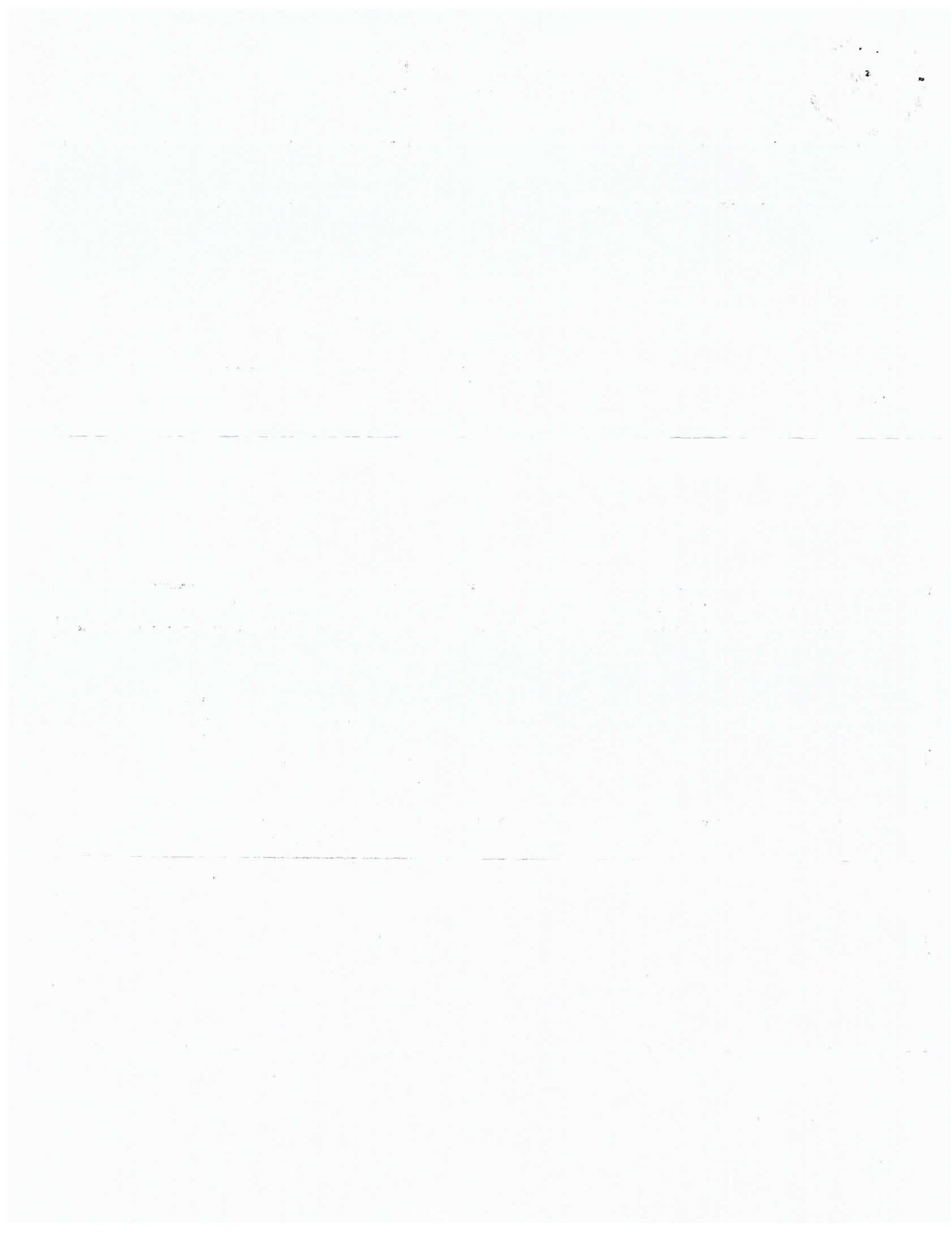
APPROVED: _____
By: _____
OWNER (Authorized Signature)

ACCEPTED: _____
By: _____
CONTRACTOR (Authorized Signature)

Date: 8-8-18

Date: _____

Date: 8/6/18



Request for Certification of Sufficient Funds

Submittal Date: 7/27/18

The Department of Recreation 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): Additional cost of SJ Cords in the amount of \$760.00 in addition to the original PO amount of \$9,990.00 PO# 00180464-00. The funds are from the School Capital Account H3567142-52000-1008 the total Cost of the Project is 10,750.00. The Company that did the work is Spring Electric 93 Blue Factory Rd. Averill Park, NY 12018.

Appropriation – Current Budget Expense Org/Object/Proj(s): H3567142-52000-1008 ✓

Amount Requested for Approval: \$ 760.00 ✓

Current Amount Available: \$ 5,401.50 ✓

Transfer/Amendment Pending: \$



Transfer/Amendment Date: _____

Lisa Shields ^{8/9/18} *John Hardman*

Department Head Signature

8/9/2018

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.

Nichelle W. Clark-Madigan

Commissioner of Finance

8/9/18

Approval Date



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

Date: May 10, 2018

To: City of Saratoga

Re repair of ball field lighting

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

Electrical Scope:

Replace wiring for light pole by visitors football field

Install cover at light pole

Total Bid: \$6,000- bid includes up-to 3 days rental for lift

Additional Fee if necessary to replace the following:

Lamp replacement- \$150 each

Ballast replacement- \$350 each

SJ cord replacement- \$200 each

Sincerely,

Patrick P. Spring, Vice President/ Master Electrician

Request for Certification of Sufficient Funds

Submittal Date: 7/27/18

The Department of Recreation 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): Additional cost of SJ Cords in the amount of \$760.00 in addition to the original PO amount of \$9,990.00 PO# 00180464-00. The funds are from the School Capital Account H3567142-52000-1008 the total Cost of the Project is 10,750.00. The Company that did the work is Spring Electric 93 Blue Factory Rd. Averill Park, NY 12018.

Appropriation – Current Budget Expense Org/Object/Proj(s): H3567142-52000-1008

Amount Requested for Approval: \$ 760.00 ✓

Current Amount Available: \$ 5,401.50 ✓

Transfer/Amendment Pending: \$



Transfer/Amendment Date: _____

Lisa Shurtz ^{8/9/18} *John Henderson*

Department Head Signature

8/9/2018

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.

Michelle W. Clark-Madigan

Commissioner of Finance

8/9/18

Approval Date

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2018

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 Cool Insuring Agency Inc 784 Troy Schenectady Road Latham, NY 12110 518 783-2665	CONTACT NAME:	
	PHONE (A/C, No, Ext): 518 783-2665	FAX (A/C, No): 5187838754
INSURED Spring Electric, Inc. 93 Blue Factory Rd Averill Park, NY 12018	INSURER(S) AFFORDING COVERAGE	
	INSURER A : The Cincinnati Insurance Company	
	INSURER B : Technology Insurance Company, Inc	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		
		NAIC #
		10677
		42376

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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 Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ECP0489698	06/04/2018	06/04/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY: <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ECP0489698	06/04/2018	06/04/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		ECP0489698	06/04/2018	06/04/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	BINDER358764	06/04/2018	06/04/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Installation		ECP0489698	06/04/2018	06/04/2019	\$125,000; Ded: \$1,000

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

Project: Additional Electric at Recreation Center

The City of Saratoga Springs is added to the General Liability Coverage as Additional Insured on a Primary and Non-Contributory basis if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs
Attn: Office of Risk and Safety
474 Broadway
Saratoga Springs, NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony J. Macchiarini

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SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date _____, ____, 2018 (the "Effective Date") that this Agreement is entered into by and between (i) City of Saratoga Springs (the "City") with offices at 474 Broadway, Saratoga Springs, New York 12866 and (ii) Napoli Shkolnik PLLC, with an office located at 400 Broadhollow Road, Melville, New York 11747 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the City wishes to determine the feasibility of bringing an action against the Manufacturers, distributors, and physicians of prescription opiates for damages to the City arising out of the fraudulent and negligent marketing and distribution of opiates in and to the City; and

WHEREAS, the City understands based upon the pendency of similar litigation pending in the United States that the City may have various viable causes of action under state law against such manufacturers, distributors, and physicians; and

WHEREAS, the City desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the Effective Date and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the City in connection with investigating and if appropriate bringing an action against manufacturers, distributors, and physicians of prescription opiates. At a minimum Counsel shall provide the following services: work with City personnel to determine the costs that the City has incurred as a result of the over-prescription of opioids; determine the viable causes of action available to the City; and determine which if any manufacturers, distributors, and physicians should be targeted in a lawsuit. After such identification, and only as authorized by the City, Counsel will, on behalf of the City, bring a lawsuit against those parties identified by Counsel and agreed to by the City.
3. Payment. (a)(1) Amount of Consideration. There is no fee for this representation unless a monetary recovery acceptable to the City is obtained by Counsel in favor of the City, whether by suit, settlement, or otherwise. Counsel shall advance all costs associated with

prosecuting the litigation. Subject to paragraph (2), below, Counsel shall be paid on a contingency fee basis under which Counsel shall receive:

- i. 7.5% of pre-complaint recovery;
- ii. 15% of recovery after ruling on a motion to dismiss;
- iii. 20% of recovery after close of pretrial discovery; and
- iv. 25% of recovery after a ruling on summary judgement.

Such amounts shall be computed on the net sum recovered after deducting allowable expenses that have been advanced by Counsel and approved by the City in accordance with section 3(d) of this Agreement. In the event that any settlement, final judgment, or other resolution of the action results in a recovery to the City that is less than the amount of the costs incurred and/ or disbursements made by Counsel, the City shall not be required to pay Counsel any more than the sum of the full recovery.

(2) No monies shall be paid to Counsel for any work performed, costs incurred or disbursements made by Counsel in the event no recovery to the City has been obtained by Counsel. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the lawsuit by the court, no monies shall be paid to Counsel for any work performed, costs incurred or disbursements made by Counsel. In such an event, neither party shall have any further rights against the other.

(3) Any appearances before the City Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Expenses and Disbursement. Counsel shall advance all administrative costs and expenses necessary for the effective investigation, development, and prosecution of the Services including, without limitation, court fees, process server fees, transcripts fees, expert witness fees, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses and the like, and other appropriate out-of-pocket expenses, as determined in the reasonable discretion of the City.

4. Independent Contractor. Counsel is an independent contractor of the City. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a City employee, (ii) commit the City to any obligation, or (iii) hold itself, himself, or herself out as a City employee or Person with the authority to commit the City to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
5. Ownership of Records. All City Information provided to Counsel by the City shall remain the property of the City. All reports, documents or information created by Counsel on

behalf of the City shall be deemed the property of the City. Upon the City's request, completion of Services, or termination of this Agreement, all such City Information, reports, documents or information shall be returned to the City.

6. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Counsel shall report to and keep the City Attorney fully and currently informed as to its activities under this Agreement at least monthly and more often if requested by the City.

(d) Counsel shall make no representations regarding the City's position on material issues, including, without limitation, settlement, City policies and/or past or future conduct of the City without prior consultation with the City Attorney.

(e) No claims of the City shall be compromised or settled without the prior approval of the City and Counsel shall promptly inform the City of all offers of settlement and compromise in the matter.

(f) Counsel shall have no substantive communications with the press concerning the matter(s) covered by this Agreement, and any requests for information from the press concerning the matter(s) covered by this Agreement shall be referred to the City Attorney.
7. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the City, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the City or any City officer or employee, without the City's prior written consent.
8. Termination. Counsel expressly reserves the right to withdraw its representation at any time upon reasonable notification to the City, subject to applicable ethical rules, if any. Should the City terminate Counsel, Counsel shall continue to be entitled to its legal fees on any and all sums recovered as a result of the claims.
9. All Legal Provisions Deemed Included: Severability: Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or



referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

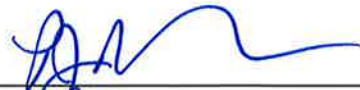
(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

10. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
11. Role of Special Counsel: The City will remain in control of the litigation, including decisions regarding settlement and resolution of any action. It is the role of Counsel to assist the City in the litigation.
12. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Counsel and the City have executed this Agreement as of the Effective Date.

NAPOLI SHKOLNIK, PLLC

By: 
Name: Paul Napoli
Title: of Counsel
Date: 8-7-2018



**NAPOLI
SHKOLNIK PLLC**
ATTORNEYS AT LAW

SARATOGA SPRINGS

By: _____

Name: Meg Kelly

Title: Mayor

Date: _____

Per City Council Approval _____



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: N/A City Project Name: N/A Prevailing Wage Project No.: N/A
City Department: Legal Department Contact Person: Vince DeLeonardis City Ext. 2414
Company Name: Napoli Shkolnik PLLC
Company Address: 400 Broadhollow Road, Suite 305, Melville NY 11747
Company Telephone No.: 212-397-1000 Company Fax No.: 646-8437603
Consultant Primary Contact for This Project: Paul Napoli Title: Of Counsel

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: _____

8-7-2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2017

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

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 SterlingRisk 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797		CONTACT NAME: PHONE (A/C, No, Ext): 516-487-0300 E-MAIL ADDRESS: info@sterlingrisk.com FAX (A/C, No): 516-487-0372	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: National Fire Insurance Company of Hartford	20478
INSURED NAPOLAW-01 Napoli Shkolnik PLLC 400 Broadhollow Road Melville NY 11747		INSURER B: Continental Casualty Company	20443
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1787790975

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6019959658	3/17/2017	3/17/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6019959658	3/17/2017	3/17/2018	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			6019959692	3/17/2017	3/17/2018	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 <input type="checkbox"/>	N/A	WC 621005882	3/17/2017	3/17/2018	<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

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2017

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

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PRODUCER MARSH USA, INC. 501 MERRITT 7 NORWALK, CT 06856-6010 117-801-859---17-18	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Transportation Insurance Co INSURER B: Greenwich Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20494 22322
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COVERAGES **CERTIFICATE NUMBER:** NYC-010064930-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				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	Lawyers E&O			596788552	05/05/2017	05/05/2018	Limits: 5,000,000
B				LPN9035043	05/05/2017	05/05/2018	SIR: 100,000

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

CERTIFICATE HOLDER

Napoli Shkolnik, PLLC
Attn: Lisa Tancredi
400 Broadhollow Road
Melville, NY 11747

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.

Marashi Shkolnik

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2017

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

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PRODUCER SterlingRisk 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797		CONTACT NAME: PHONE (A/C, No, Ext): 516-487-0300 E-MAIL ADDRESS: info@sterlingrisk.com FAX (A/C, No): 516-487-0372	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: National Fire Insurance Company of Hartford	20478
INSURED Napoli Shkolnik PLLC 400 Broadhollow Road Melville NY 11747		INSURER B: Continental Casualty Company	20443
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1787790975

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.

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2017

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	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) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	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				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	Lawyers E&O			596788552	05/05/2017	05/05/2018	Limits: 5,000,000
B				LPN9035043	05/05/2017	05/05/2018	SIR: 100,000

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

CERTIFICATE HOLDER

Napoli Shkolnik, PLLC
Attn: Lisa Tancredi
400 Broadhollow Road
Melville, NY 11747

CANCELLATION

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AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Marashi Shkolnik

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**ADDENDUM THREE TO AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, NY
and GREENMAN PEDERSEN, INC**
Original Agreement August 6, 2013

THIS ADDENDUM is made by and between THE CITY OF SARATOGA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and GREENMAN PEDERSEN, INC., with offices at 80 Wolf Road, Suite 300 Albany, NY 12205 ("Contractor").

WITNESSETH:

The City and the Contractor entered into an agreement approved by the City Council on August 6, 2013 that the Contractor would provide the City preliminary and final design services for the Geyser Road Bicycle-Pedestrian Trail as set forth in Contractor's Proposal dated May 24, 2013 (responsive to the City's RFP 2013-12). Fees under the original contract were established so as not to exceed one Hundred fifty Thousand and 00/100 Dollars (\$150,000.00).

On March 15, 2016 the City Council approved Addendum One to that agreement, for the purposes of exploring modification of the project concept to integrate received public input and increasing the dollar limitation by \$136,796.

On June 19, 2017 the City Council approved Addendum Two to that agreement for the purposes of working on an Eminent Domain Procedure matter, with an increase in dollar costs of Forty Thousand and 00/1000 (\$40,000.00).

This ADDENDUM THREE is supplementation to the original August 6, 2013 agreement. It is incorporated into and made part of those documents. All terms, conditions, and provision of the original August 6, 2013 agreement remain in effect unless specifically modified herein.

For this ADDENDUM THREE, The City and the Contractor agree that the Contractor will provide services as outlined in the August 1, 2018 letter entitled "Geyser Road Trail Design Contract (2013) Addendum #3; GPI project # ALB 2013 058" proposal herein attached as Exhibit A, for an increase in dollar cost of Seventeen Thousand Dollars and 00/100 (\$17,800.00). The Contractor represents that the company providing this services is qualified to perform the type and scope of work to be done.


WHEREFORE, the City and the Contractor have executed this ADDENDUM THREE on the dates indicated:

CONTRACTOR

By: _____

Title: _____

Date: _____


Vice President
8/13/2018

CITY OF SARATOGA SPRINGS

By: _____

Title: _____

Date: _____

Per Council Approval: _____

EXHIBIT A



Brad Birge; Administrator of Planning and Economic Development
City Hall
474 Broadway
Saratoga Springs, NY 12866

August 1, 2018

Re: Geyser Road Trail Design Contract (2013) Addendum # 3; GPI project # ALB 2013 058

Dear Mr. Birge


As you know, GPI has been advancing this 100% City funded design contract that includes ROW incidentals and acquisition services through or Subconsultant, RK Hite. GPI and RK Hite have been providing additional services to help guide and administer the Eminent Domain Procedure Law (EDPL) process to now acquire up to 4 properties for this project. Previously only 3 properties were to be acquired via the EDPL. The additional fee being requested at this time covers the remaining legal, engineering support and coordination expected to complete the EDPL process that will allow the project to advance to construction. The net difference in contract amount is an **increase of \$17,800**

Geyser Road Design Fee				
Scope Item	Original Contract Fee	Total Fee Through Supplemental #2	Change for this Supplemental # 3	Total Fee
Scoping	\$ 5,000	\$ 10,000	\$ 0	\$ 10,000
Preliminary Design (Trail)	\$ 58,000	\$ 79,750	\$ 0	\$ 79,500
Final Design (Trail)	\$ 58,000	\$ 58,000	\$ 0	\$ 58,000
ROW Incidentals	\$ 25,000	\$ 21,044	\$ 0	\$ 21,000
ROW Acquisition	\$ 0	\$ 15,385	\$ 0	\$ 15,385
ROW Mapping	\$ 0	\$ 18,000	\$ 0	\$ 18,000
EDPL Engineering Support	\$ 0	\$ 8,000	\$ 4,000	\$ 12,000
EDPL ROW/ Legal (RK Hite)	\$ 0	\$ 553,625	\$ 9,800	\$ 63,425
Grant Writing	\$ 4,000	\$ 4,000	\$ 0	\$ 4,000
Final Design (Intersection)	\$ 0	\$ 50,000	\$ 0	\$ 50,000
Project Coordination	\$ 0	\$ 9,000	\$ 4,000	\$ 13,000
Total	\$ 150,000	\$ 326,804	\$ 17,800	\$ 344,604

Attached is backup documentation from RK Hite and Robert Hite regarding the additional funding request for review, approval and processing. It is our hope that this contract amendment be considered at the next City Council meeting.

If you have any further questions, please do not hesitate to contact me.

Sincerely,
GREENMAN-PEDERSEN, INC.


Peter Faith, P.E.
Vice President
Attachments



87 Genesee Street
P.O. Box 130
Avon, New York 14414
Tel: (585) 226-6702
Fax: (585) 226-8067

July 31 2018

Greenman-Pedersen, Inc
80 Wolf Road, Suite 300
Albany, NY 12205

Attention Peter Faith, P E
Project Manager

Re Request for Supplemental Agreement No 02
PIN 1760 11 – Geyser Road Trail
City of Saratoga Springs, Saratoga Co , NY

Dear Peter

R K Hite is pleased to submit the following request for a supplemental agreement for the referenced project. Per recent discussions with officials from the City of Saratoga Springs, it has been determined the following addition service will, or may, be needed. These services were not included in the original agreement.

Scope of Services:

5.12 – EDPL Article IV Proceeding

R K Hite through its legal sub-consultant Hite & Beaumont, P.C., will provide the legal services necessary to acquire the referenced maps pursuant to the New York State Eminent Domain Procedure Law (NYS EDPL). Attached is the proposal from Hite & Beaumont to complete the NYS EDPL Article IV process for these acquisitions.

Fees:

The estimated fee to provide the above stated services is \$9,800.00. Attached is a breakdown of the cost.

Thank you for your consideration in this matter. Please call with any questions or comments.

Sincerely,

R K Hite & Co., Inc

Richard K. Hite, Sr.
President

Attachments

HITE & BEAUMONT, P.C.

Attorneys & Counselors at Law
200 CORPORATE WOODS BLVD. 2ND FL. 100R
ALBANY, NEW YORK 12211
TEL: (518) 689-0966
FAX: (518) 252-6468

July 30, 2018

Richard K. Hite, Sr.
R.K. Hite & Co., Inc.
P.O. Box 130
Avon, NY 14414

VIA ELECTRONIC TRANSMISSION ONLY

richhite@rkhite.com

Re City of Saratoga Springs
Geyser Road Trail Project

Dear Rich

Per your request, we are writing to provide your firm and the City of Saratoga with a cost estimate for legal services relating to the acquisition of real property interests from one (1) landowner, which acquisition will be accomplished pursuant to Article 4 of the New York Eminent Domain Procedure Law ("EDPL"). This proposal includes an estimate of other necessary expenses that may be incurred in connection with this acquisition. Legal services in these matters would be provided in the capacity of a subcontractor to your firm.

We propose that the legal services in these matters be billed on an hourly fee basis. The hourly rates would be as follows: partner/principal level attorney - \$225; associate attorney - \$150; and paralegal - \$60. These rates are inclusive of ordinary postage, photocopying and telephone calls.

Based upon our professional experience with acquiring title pursuant to EDPL §402(B), a review of documents received in connection with this project and information that we have been provided by your Company, we estimate the approximate cost of the legal services to be provided by this law firm in connection with these acquisitions will be as follows: 1) \$5,625.00 if the proceeding is uncontested, plus 2) an additional \$3,375.00 if the Article 4 proceeding is contested. This estimate assumes that approximately 25 hours of attorney time will be required to obtain and review documents and prepare, submit and file Court papers, prepare and serve required notices and file the acquisition map, and that approximately 15 hours of additional attorney time will be required to perform legal research, prepare and submit responsive pleadings and memoranda of law and attend Court appearances in any contested proceeding. We anticipate that the vast majority of the attorney services will be provided by a partner/principal level attorney.

In the course of acquiring title on behalf of the City, we anticipate that it will be necessary to perform the following tasks at the various stages of the proceeding

- 1 Obtain, update and review title documents and certifications, acquisition maps, project appraisals, appraisal reviews, landowner contact information, final design report, if any, relevant resolutions, and published notices.
- 2 Perform legal research, conduct investigation and correspond with City officials, representatives and agents in order to obtain sufficient information to prepare and file a judicial petition and required notices.
- 3 Provide legal counsel and advice regarding compliance with acquisition requirements imposed by the Uniform Relocation Assistance and Real Property Acquisition Act and the Eminent Domain Procedure Law, and, if necessary, prepare resolutions and other documents necessary for or to demonstrate compliance.
- 4 Prepare, execute, serve and file notices, verified petitions, responsive pleadings and memoranda of law.
- 5 Attend Court appearances and participate in oral argument, if necessary
- 6 Prepare and enter a Vesting and Deposit Order, file the acquisition map and arrange for payment or deposit into Court of the just compensation monies.
- 7 Prepare, serve and file Notices of Acquisition.

In addition to the cost of legal services, we estimate that the City may incur approximately \$800.00 in filing fees and service of process fees.

Please feel free to call or write if there is a need for any clarification or further details regarding this estimate

Very truly yours,

HITE & BEAUMONT, P.C

By Robert S. Hite
ROBERT S. HITE

**City of Saratoga Springs, NY
Project Addendum Two**

This Addendum between Greenman Pedersen, Inc., with offices at 80 Wolf Road, Suite 300, Albany, NY 12205 ("Contractor") and the City of Saratoga Springs ("City"), 474 Broadway, Saratoga Springs, NY 12866 entered into between the above referenced parties on the effective date of August 6, 2013 is hereby added to the original Agreement of this same date.

Services provided: Contractor will provide services as outlined in the May 4, 2017 titled "Geyser Road Trail Design Contract (2013) Addendum # 2; GPI Project # ALB 2013 058" proposal herein attached as Exhibit A. The Contractor represents that the company providing this service is qualified to perform the type and scope of work to be done.

All other terms and conditions of the original Agreement remain the same.

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

Contractor

By: [Signature]

Title: Vice President

Date: 7/6/2017

City

By: [Signature]

Title: Mayor

Date: 7/6/17

City Council Approval Date: 6/19/2017

CCM 6/19/17

GPI SA 2

\$40,000.-

omic Development

May 4, 2017

~~NO TO ISSUED~~

PO

171545

ddendum # 2; GPI project # ALB 2013 058

City funded design contract that includes ROW incidentals and RK Hite. Recently the City asked GPI and RK Hite to provide the Eminent Domain Procedure Law (EDPL) to acquire up to 3 properties for this project. Recognizing that some of the property acquisitions will take less effort than originally estimated, GPI is providing this "Scope Modification" that addresses this reduced level of effort in some areas but adds the required EDPL effort by both GPI and RK Hite. The net difference in contract amount is an **increase of \$40,000.**

Geyser Road Design Fee				
Scope Item	Original Contract Fee	Change for Supplemental #1	Change for this Supplemental # 2	Total Fee
Scoping	\$ 5,000	\$ 5,000	0	\$ 10,000
Preliminary Design (Trail)	\$ 58,000	\$ 21,750	0	\$ 79,750
Final Design (Trail)	\$ 58,000	\$ 0	0	\$ 58,000
ROW Incidentals	\$ 25,000	\$ 11,927	\$ (15,883)	\$ 21,044
ROW Acquisition	\$ 0	\$ 21,127	\$ (5,742)	\$ 15,385
ROW Mapping	\$ 0	\$ 18,000	0	\$ 18,000
EDPL Engineering Support	\$ 0	\$ 0	\$ 8,000	\$ 8,000
EDPL ROW and Legal	\$ 0	\$ 0	\$ 53,625	\$ 53,625
Grant Writing	\$ 4,000	\$ 0	0	\$ 4,000
Final Design (Intersection)	\$ 0	\$ 50,000	0	\$ 50,000
Project Coordination	\$ 0	\$ 9,000	0	\$ 9,000
Total	\$ 150,000	\$ 136,804	\$40,000	\$ 326,804

Attached is backup documentation from RK Hite and Robert Hite regarding the additional funding request for review, approval and processing. It is our hope that this contract amendment be considered at the next City Council meeting.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

GREENMAN-PEDERSEN, INC.



Peter Faith, P.E.
Vice President
Attachments

Section 5 – Right of Way

5.01 Abstract Request Map and/or Title Search

RIGHT OF WAY INCIDENTALS

The Municipality will request right of way incidental phase authorization from the New York State Department of Transportation. The request will be made when the Municipality determines that property acquisitions are likely to occur or when it requests Preliminary Engineering phase authorization.

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition process.

5.011 Review and Analysis of Right of Way Requirements

The Consultant will undertake an on-going review and analysis of right of way requirements for the project.

The review may include:

- Preliminary engineering design
- Preliminary right of way plans and acquisition maps
- County Tax Maps
- Municipal Zoning Regulations and Maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size of the acquisition
- Potential impacts to improvements

The Consultant will determine the current owner of the affected properties by reviewing public information records at the county tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the county clerk's office.

5.012 Title Research

- 5.0121 For the acquisition of temporary easements, the Consultant will determine property title ownership through county tax assessment records and will verify the ownership through examination of the last deed of record.
- 5.0122 For the acquisition of real property rights estimated at \$10,000 or less, the Consultant will perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner or owners of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- 5.0123 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant will perform a Twenty-Year Title Search. The Twenty-Year Search will start with a deed that conveys complete and indefeasible title, which has been executed and of record at least twenty years prior to the search date. The Twenty-Year Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- 5.0124 For the acquisition of real property rights estimated at greater than \$40,000, the Consultant will prepare a Title Abstract. The Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the date of the search.

5.013 Title Review and Certification

The Consultant will subcontract with a qualified, NYS licensed attorney to issue Certificate of Title on all fee property acquisitions and obtain title insurance as required. The Consultant will submit the Title Certifications to the Municipality.

- 5.0131 For the acquisition of real property rights estimated at \$10,000 or less, the Consultant's Attorney will review the Last Owner Title Search and issue a Limited Last Owner Title Certification.
- 5.0132 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant's Attorney will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.
- 5.0133 For the acquisition of real property rights estimated at greater than \$40,000, the Consultant's Attorney will review the Abstract and issue a Title Certification.
- 5.0134 The Municipality will acknowledge the receipt of each Title Certification and provide the Consultant, on a per parcel basis, a list of the property owners

and other compensable property interests. The Municipality will respond in writing within ten (10) days of receipt of each Title Certification.

5.02 Right of Way Survey

No services required.

5.03 Right of Way Mapping

The Consultant will review acquisition maps prepared by others.

5.04 INTENTIONALLY LEFT BLANK

5.05 Right of Way Cost Estimates

The Consultant will provide cost estimates for the right of way to be acquired by the Municipality on all alternatives being considered and will provide updated estimates, as necessary.

5.06 Public Hearings/Meetings

No services required.

5.07 Property Appraisals

For each parcel requiring the acquisition of property rights, the Consultant will conduct a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition.

The Consultant will contact the owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.071 Preliminary Property Owner Interview

The Consultant will conduct 1 preliminary interview with each property owner(s) or the property owner's designated representative. Other than absentee property owners, a reasonable attempt will be made to conduct the preliminary contact on a face-to-face basis. Absentee property owners and those local property owners not able to be interviewed face-to-face may be contacted via telephone and certified mail. The purpose of preliminary contact includes:

- Delivery of notices of intent to acquire, if necessary
- Delivery of right of way acquisition brochures
- Explanation of right of way and construction plans

- Informing of right to accompany appraiser
- Determining the need for additional action regarding right of way boundaries, errors and omissions in plans and/or other documents
- Prepare Physical Inspection Report

5.072 Real Property Appraisal Reports

The Consultant will subcontract the services of an appraiser to complete real property appraisals and appraisal reports required for each parcel or ownership indicated on the Right of Way Plan.

The Consultant will insure that all real property appraisals and real property appraisal reports are prepared by qualified appraisers who are, as defined by the New York State Department of State, Certified General Real Estate Appraisers.

The Consultant will insure that all real property appraisals and real estate appraisal reports conform to the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

The Uniform Standards of Professional Appraisal Practice contains a Certification of Appraiser. In addition, the Consultant must certify to the following:

"The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection"

"Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

The Consultant will provide 1 original bound real property appraisal report with photo copies of photos for each acquisition.

- 5.0721 For uncomplicated acquisitions of real property rights valued at less than \$15,000, the Consultant will prepare a Limited Appraisal Report (LAR). The LAR will consist of a limited appraisal with a restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal.
- 5.0722 For acquisitions of entire real property interests, the Consultant will prepare a Full Take Appraisal Report. The Full Take Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the

Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

- 5.0723 For partial acquisition of real property rights valued at \$15,000 or more with no indirect damages to improvements, the Consultant will prepare a Before and After (land only) Appraisal Report. The land only Before and After Appraisal Report will consist of a limited appraisal with a summary or restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0724 For partial acquisition of real property rights valued at \$15,000 or more with indirect damages to improvements, the Consultant will prepare a Before and After Appraisal Report. The Before and After Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0725 For acquisitions of real property rights valued over \$300,000, the Consultant will prepare two independent appraisal reports. The appraisal report will consist of a complete appraisal with summary appraisal reports as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.08 Appraisal Review

The Consultant will perform a separate review of each appraisal. The Consultant will insure that all real property appraisal reviews are performed by a qualified appraiser who is, as defined by the New York State Department of State, Certified General Real Estate Appraisers. The appraisal review will be completed in conformance with the Uniform Standards of Professional Appraisal Practice, Standard 3, Real Property Appraisal Review, Development, and Reporting.

The Consultant will review the appraisal reports for compliance with state and federal standards. The Consultant will take corrective actions. The review appraiser will:

- Identify and make corrections to mathematical calculations and typographical errors, if necessary
- Assure real property appraisal development and reporting are in accordance with the appraisal subcontract

- Assure real property appraisal development and reporting are complete and meet the Uniform Standards of Professional Appraisal Practice standards
- State the basis for the fair market value conclusion and provide breakdowns adequate for New York State Department of Transportation audit, Federal Highway Administration eligibility review, and for negotiation purposes.

The Consultant will provide the Municipality with the highest approved appraised amount for each property rights acquisition.

5.09 Negotiations and Acquisition of Property

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition procedures.

5.091 Just Compensation

The Municipality will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the Municipality's highest approved appraisal. Because time is of the essence, the Municipality will provide the just compensation amounts in writing to the Consultant within 10 days of its receipt of the preliminary appraisal reviews from the Consultant.

5.092 Written Offer

The Consultant will prepare a written offer for each acquisition of real property. The amount of the offer will be the amount established by the Municipality as just compensation. The written offer will include the following:

- A statement of the just compensation amount
- Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired)
- A summary statement, which will include:
 - the basis for the just compensation amount
 - a description and location identification of the real property
 - the interest in the real property being acquired
 - where appropriate, the statement will identify any separately held ownership interest in the property (i.e. tenant-owned improvement) and indicate that the interest is not covered by the offer

- Additional information the Consultant and/or the Municipality deems appropriate or required

5.093 Deliver Offer

The Consultant will deliver the written offer, plats, unsigned agreements and releases to the appropriate property owners or his/her designated representative.

The Consultant will meet with the appropriate property owners or his/her designated representative to explain the written offer, plats and unsigned agreements. The Consultant will conduct additional negotiation sessions with the appropriate property owners or his/her designated representative in an attempt to negotiate a settlement.

The Consultant will make all reasonable efforts to contact personally each property owner(s) or designated representative. Absentee and unsuccessful personal contacts may be made by certified mail.

The Consultant will maintain a detailed diary of each substantial contact with property owner(s). The diary will be signed and dated by the person responsible for the contact. The diary entries will be on a parcel by parcel basis:

- Substantial contacts
- Efforts to achieve amicable settlements
- Responsiveness to owners' counter proposals
- Suggestions for changes in plans

The records should include the principal activities undertaken by the agent, such as:

- parties contacted
- date and location of contact
- offers made [dollar amounts]
- counteroffers received
- property owner's comments
- reason(s) settlement could not be reached

5.094 Purchase Agreements

The Consultant will submit real property acquisition documents to the Municipality for recommended action on settlements:

- Approval of negotiated settlements
- Action on proposed administrative settlements

- Referral to the Municipality attorney for initiation of eminent domain proceedings

Because time is of the essence, the Municipality will provide a written response to the Consultant within 10 days of its receipt of the acquisition documents from the Consultant.

5.095 Revisions to Just Compensation

The Consultant will consider any presentations made by the property owner which might affect the value of the property. The Consultant may make recommendations to the Municipality to adjust the written offer. The Municipality may revise the just compensation based on the information provided by the property owner.

The Consultant will document the justification for revising the just compensation.

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.096 Administrative Settlements

The Consultant and/or the Municipality may recommend administrative settlements. Administrative settlements are settlements in excess of the Municipality's just compensation determination.

The Municipality will have final approval to authorize administrative settlements.

The Consultant will provide the written justification for the Administrative Settlement. The written justification will include all information necessary to support the settlement; such as:

- The approved offer of just compensation
- A summary of the acquisition agent's record of negotiations
- Reference to all appraisal reports (including the owner's appraisal report)
- Recent court awards and their relationship to the proposed administrative settlement
- A discussion of diverse valuation issues (i.e. probable range of testimony as to fair market value by both parties)
- The trial cost estimate
- The opinion of legal counsel
- The identification of the responsible agency official who has the authority to approve administrative settlements
- The recommendation and signatures of all individuals proposing the settlement

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.097 Transfer of Title

The Municipality will not require any property owner to surrender possession of real property before the Municipality pays the agreed purchase price.

- 5.0971 The Consultant will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the Consultant will clear only the possessory interest. For real property valued at greater than \$10,000, the Consultant will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.
- 5.0972 The Consultant will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The Municipality will pay all tax prorations over \$25.00.
- 5.0973 The Consultant will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.
- 5.0974 The Consultant will deliver the title instrument(s) to the title attorney subcontracted by the Consultant for review and approval.
- 5.0975 The Consultant will schedule and hold the closing. Because time is of the essence, the Municipality will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the Municipality, or the Consultant. The Municipality will pay appropriate reimbursable expenses to the property owner(s) and/or the Consultant.
- 5.0976 The Consultant will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right of Way Certification

The Consultant will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The Municipality will sign the Right of Way Certificate.

5.10 Relocation Assistance

No services required.

5.11 Property Management

No services required.

Section 10 – Estimating & Technical Assumptions

Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1

- 1.07 Estimate **12** cost and progress reporting periods will occur during the life of this agreement

Section 5

- 5.011 Estimate **2** meeting(s) with the Municipality.
- 5.0121 Estimate **0** temporary easement title search
- 5.0122 Estimate **5** last owner title searches
- 5.0123 Estimate **1** 20 year title searches
- 5.0124 Estimate **0** full abstracts.
- 5.0131 Estimate **5** last owner title certifications.
- 5.0132 Estimate **1** 20 year title certifications.
- 5.0133 Estimate **0** full abstract certifications.
- 5.03 Estimate **7** acquisition map reviews.
- 5.05 Estimate **1** right of way cost estimate(s).
- 5.061 Estimate **0** Informational Meetings
- 5.062 Estimate **0** EDPL Public Hearings
- 5.071 Estimate **4** Preliminary Property Owner Interviews.
- 5.0721 Estimate **3** Limited Appraisal Reports.
- 5.0722 Estimate **0** Full Take Appraisal Reports.
- 5.0723 Estimate **1** Before & After (land only) Appraisal Reports.
- 5.0724 Estimate **0** Before & After Appraisal Reports.

5.0725	Estimate 0 properties requiring two independent appraisal reports.
5.08	Estimate 4 appraisal reviews.
5.09	Estimate 2 meetings with the Municipality.
5.092	Estimate 4 offer packages.
5.093	Estimate 3 negotiation contacts per property owner.
5.095	Estimate 1 revisions to Just Compensation
5.096	Estimate 0 Administrative Settlements.
5.0971	Estimate 0 partial release(s) of mortgage.
	Estimate 0 Lien subordination agreements.
	Estimate 0 Lien satisfactions.
	Estimate 2 miscellaneous title curative issues.
5.0972	Estimate 4 property tax proration calculations.
5.0973	Estimate 5 closing packages.
5.098	Estimate 1 right of way certificates.

Technical Assumptions

- o Assume 6 properties with 6 distinct owners will be impacted by the project.
- o Assume 1 property is owned by the Village of Ballston Spa and the property rights necessary for the project will be donated.
- o Assume 1 property is owned by the local public school district and the property rights necessary for the project will be donated.
- o Assume the property rights for 1 privately owned property will be donated.
- o Assume 5 acquisitions will be valued less than or equal to \$10,000.
- o Assume 1 property will be valued greater than \$10,000, but less than or equal to \$40,000.
- o Assume acquisition maps will be provided by others.

HITE & BEAUMONT, P.C.

Attorneys & Counselors at Law
20 CORPORATE WOODS BLVD., 2ND FLOOR
ALBANY, NEW YORK 12211
(518) 689-0966
Fax: (518) 252-6468
Fax Service Not Accepted

April 20, 2017

Richard K. Hite, Sr.
R.K. Hite & Co., Inc.
P.O. Box 130
Avon, NY 14414

VIA ELECTRONIC TRANSMISSION ONLY

richhite@rkhite.com

Re: City of Saratoga Springs
Geyser Road Trail Project
Saratoga Springs, New York

Dear Rich:

Per your request, we are writing to provide your firm and the City of Saratoga Springs with a second revised cost estimate for legal services relating to the City's compliance with Article 2 of the Eminent Domain Procedure Law ("EDPL") and the acquisition of the real property interests from three (3) separate landowners, which acquisitions will be accomplished pursuant to Article 4 of the EDPL. As set forth in your email communication dated January 26, 2017, and based upon subsequent conversations with City officials, employees and agents, we understand the general scope of our services to be as follows:

EDPL Article 2 compliance

- 202C Notice Consultation
- 203 Hearing Consultation
- 204 Determination and Findings Consultation and Drafting
- 207 Representation in the event of Judicial Review

EDPL Article 4 acquisitions

- Vesting for three (3) maps.

This proposal also includes an estimate of other necessary expenses that may be incurred in connection with EDPL Article 2 compliance and these acquisitions. Legal services in these matters would be provided in the capacity of a subcontractor to your firm.

Richard K. Hite, Sr.
April 20, 2017
Page -2-

We propose that the legal services in these matters be billed on an hourly fee basis. The hourly rates would be as follows: partner/principal level attorney - \$225; associate attorney - \$150; and paralegal - \$60. These rates are inclusive of ordinary postage, photocopying and telephone calls.

Based upon the level of legal services provided to date in this matter, our professional experience with EDPL Article 2 compliance matters and the acquisition of real property interests pursuant to EDPL §402(B), as well as a review of documents received in connection with this project and information that we have been provided by your Company, we estimate the approximate cost of the legal services to be provided by this law firm in connection with the EDPL Article 2 compliance matter to be \$18,000.00. We estimate the approximate cost of the legal services related to the EDPL Article 4 acquisitions to be as follows: 1) \$19,125.00 if the proceedings are uncontested; plus 2) an additional \$3,375.00 per proceeding if any of the Article 4 proceedings are contested.

These estimates assume that approximately eighty (80) hours of attorney time will be required to provide the services related to the EDPL Article 2 compliance matters, that eighty-five (85) hours of attorney time will be required to accomplish uncontested acquisitions, and that approximately fifteen (15) hours of additional attorney time will be required in any contested proceeding. We anticipate that the vast majority of the attorney services will be provided by a partner/principal level attorney.

In the course of performing services related to EDPL Article 2 compliance and the acquisition of title on behalf of the City, we anticipate that it will be necessary to perform the following tasks:

1. Review the record of the EDPL Article 2 hearing, including all notices, exhibits, oral presentation and written comments.
2. Perform legal research regarding issues raised in the EDPL hearing and meet and/or participate in meetings with City officials, officers and agents to discuss and address issues and concerns raised during the EDPL Article 2 hearing.
3. Prepare necessary or requested correspondence to attorneys and/or landowners regarding issues raised at the EDPL Article hearing or in the course of negotiating the purchases of the real property interests needed to accomplish the Project.
4. Draft a Resolution of Determination and Findings for consideration by the City Council and review that audio/video recording of the City Council meeting at which the proposed Resolution will be considered.
5. Prepare a synopsis of the Determination and Findings that are adopted by the City Council and coordinate the publication and mailings of the synopsis with notices required by the EDPL.

6. In connection with a EDPL §207 proceeding, review the petition, perform legal research, review the record of the EDPL Article 2 proceeding, arrange for filing of EDPL Article 2 record with the Appellate Division, confer and correspond with City officials, employees, representatives and agents, prepare and answer with supporting affidavits, correspond with the Appellate Division regarding scheduling, review the petitioner(s)' brief, perform legal research, draft and file a brief on behalf of the City, and perform all other tasks associated with the EDPL Article 2 proceeding.
7. Obtain, update and review title documents and certifications, acquisition maps, project appraisals, appraisal reviews, landowner contact information, final design report, if any, relevant resolutions, and published notices.
8. Perform legal research, conduct investigation and correspond with City officials, representatives and agents in order to obtain sufficient information to prepare and file a judicial petition and required notices.
9. Provide legal counsel and advice regarding compliance with acquisition requirements imposed by the Uniform Relocation Assistance and Real Property Acquisition Act and the Eminent Domain Procedure Law, and, if necessary, prepare resolutions and other documents necessary for or to demonstrate compliance.
10. Prepare, execute, serve and file notices, verified petitions, responsive pleadings and memoranda of law.
11. Communicate with opposing counsel and attend Court appearances and participate in oral argument, if necessary.
12. Prepare and enter a Vesting Orders, file acquisition maps and arrange for payment or deposit into Court of the just compensation amounts.
13. Prepare, serve and file Notices of Acquisition with proof of service.

In addition to the cost of legal services, we estimate that the City may incur approximately \$2,300.00 in filing fees, reproduction expenses and service of process fees.

Please feel free to call or write if there is a need for any clarification or further details regarding this estimate.

Very truly yours,

HITE & BEAUMONT, P.C.

By 
ROBERT S. HITE

Exhibit B, Page 2
Salary Schedule
May 2, 2017 SA 01(rev2)
R.K. Hite & Co., Inc.

Project Title: Geyser Road Trail
PIN: 1760.11
Town: Saratoga Springs
County: Saratoga

Job Title	Hourly Rates			Overtime Category
	Current (2015)	Projected (2016)	Maximum	
Principal	\$120.00	\$115.00	\$115.00	A
Project Manager	\$94.00	\$95.00	\$95.00	A
Appraisal Reviewer	\$87.00	\$90.00	\$90.00	B
Relocation Specialist	\$87.00	\$90.00	\$90.00	B
Field Coordinator	\$67.00	\$65.00	\$65.00	B
Property Rights Specialist	\$62.00	\$64.00	\$64.00	B
Title Specialist	\$60.00	\$62.00	\$62.00	B
Title Examiner	\$62.00	\$64.00	\$64.00	B
Data Manager	\$73.00	\$75.00	\$75.00	B
Data Technician	\$58.00	\$60.00	\$60.00	B
Secretary	\$40.00	\$40.00	\$40.00	B
Title Attorney	\$100.00	\$100.00	\$100.00	A
Appraiser	\$90.00	\$90.00	\$90.00	A
EDPL Attorney	\$225.00	\$225.00	\$225.00	A

NOTE:
Hourly rates shall not exceed those shown above.

OVERTIME POLICY

Category A: No overtime compensation.
Category B: Overtime compensated at straight time rate.

STAFFING TABLE

R.K. HITE & CO., INC.

TASK	DESCRIPTION	JOB TITLE													TOTALS
		PROJECT MANAGER	APPRAISAL REVIEWER	RELOCATION SPECIALIST	PROPERTY SPECIALIST	TITLE SPECIALIST	TITLE REVIEWER	DATA BASE MANAGER	DATA TECHNICIAN	SECRETARY	TITLE ATTORNEY	APPRAISER	EDPL ATTORNEY		
GENERAL															
1.05	Project Familiarization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1.07	Cost and Progress Reporting	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Subtotal - Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
INCIDENTAL PHASE															
5.01	Abstract Request Map and Title Search	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.02	Right of Way Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.03	Right of Way Mapping	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.04	Right of Way Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.05	Right of Way Cost Estimate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.06	Public Hearings/Meetings	37.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.07	Property Appraisal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.08	Appraisal Reviews	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.10	Relocation Assistance (Incidental Phase)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	SUBTOTAL	37.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Subtotal - Labor Cost	\$3,687.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
ACQUISITION PHASE															
5.09	Negotiations & Property Acquisition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.10	Relocation Assistance (Acquisition Phase)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.11	Property Management	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.12	EDPL	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	SUBTOTAL	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Subtotal - Labor Cost	\$950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL HOURS		47.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PROJECTED HOURLY RATE		\$95.00	\$90.00	\$90.00	\$64.00	\$67.00	\$64.00	\$175.00	\$60.00	\$40.00	\$100.00	\$90.00	\$225.00	\$113.25	
LABOR COST		\$4,637.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	

EXHIBIT B, Page 4
 Estimate of Direct Non-Salary Cost
 R.K. Hite & Co., Inc.
 May 2, 2017 SA 01(rev2)

Project Title: Geyser Road Trail
 PIN: 1760.11
 Town: Saratoga Springs
 County: Saratoga

Travel, Lodging, Subsistence, Fees and Supplies

Per Diem 0 Nights @ \$234.00 /night \$0.00

Trips	Vehicle Type	No. Trips	Mile per Trip	Total Miles			
Incidental Phase							
To Site	Auto	0	525	0			
Local	Auto	0	10	0			
Acquisition Phase							
To Site	Auto	0	50	0			
Local	Auto	0	10	0			
				0	@	\$0.575	\$0.00

\$0.00

Reproduction, Drawings & Reports \$0.00

Telephone \$0.00

Postage & Deliveries \$0.00

Supplies and Miscellaneous \$7.50

Recording / Filing Fees \$2,300.00

TOTAL DIRECT NON-SALARY COSTS \$2,307.50

Project Title: Geyser Road Trail

EXHIBIT B, Page 5
Summary
May 2, 2017 SA 01(rev2)
R.K. HITE & CO., INC.

PIN: 1760.11
City: Saratoga Springs
County: Saratoga

	<u>Incidental</u>	<u>Acquisition</u>	<u>Total</u>
ITEM 1A, (estimated - subject to audit)	\$3,117.50	\$950.00	\$4,067.50
ITEM 1B (estimated - subject to audit)			
Item II, Direct Non-Salary Cost (estimated - subject to audit)	\$7.50	\$2,300.00	\$2,307.50
Item II, Direct Non-Salary Cost (Sub-Contractor Cost) (estimated - subject to audit)			
Item III, Overhead (estimated - subject to audit)			
Item IV, Fixed Fee (negotiated)			
Item II, Direct Non-Salary Cost (Sub-Consultant - Title Attorney) (estimated -subject to audit)	\$0.00	\$0.00	\$0.00
Item II, Direct Non-Salary Cost (Sub-Consultant - EDPL Attorney) (estimated -subject to audit)	\$18,000.00	\$29,250.00	\$47,250.00
Item II, Direct Non-Salary Cost (Sub-Consultant - Appraisals) (estimated -subject to audit)	\$0.00	\$0.00	\$0.00
	<u>\$21,125.00</u>	<u>\$32,500.00</u>	<u>\$53,625.00</u>

GEYSER ROAD TRAIL DESIGN CONTRACT

CITY OF SARATOGA SPRINGS

GREENMAN-PEDERSEN, INC.

----- SUMMARY OF SUPPLMENTAL # 2 -----

Additional RK Hite Fee	\$	6,375.00
Additional Robert Hite Fee	\$	47,250.00
Additional GPI fee	\$	8,000.00
Credit for Reduced Scope of ROW	\$	(21,625.00)
Total Amout of this fee request	\$	40,000.00



**City of Saratoga Springs, NY
Project Addendum One**

This Addendum, between **Greenman Pedersen, Inc.**, with offices at 80 Wolf Road, Suite 300, Albany, NY 12205 ("Contractor") and the **City of Saratoga Springs** ("City"), 474 Broadway, Saratoga Springs, NY 12866 entered into between the above referenced parties on the effective date of **August 6, 2013** is hereby added to the original Agreement of this same date.

Services Provided: Contractor will provide services as outlined in the March 11, 2016 titled "Geyser Road Trail Supplemental Agreement" proposal herein attached as Exhibit A. The Contractor represents that the company providing this service is qualified to perform the type and scope of work to be done.

All other terms and conditions of the original Agreement remain the same.

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

Contractor
By: Peter Faith
Title: Asst. Vice President
Date: March 17, 2016

City
By: Joanne D. Yepsen
Title: Mayor
Date: 3/21/16

City Council Approval Date: March 15, 2016



CCM 3/15/16

SA to 8/6/13

PC 160819

GPI

+96,790.00

Geyser Road Trail - Supplemental Agreement

work and robust public input has necessitated design modification.

Original Design	A 10'-wide separated bike/ped path on north side of Geyser Rd from (T) Milton line to Cady Hill Blvd. Then a 5'-wide pedestrian sidewalk on north side of Geyser along Rte 50 to Ballston Ave. Bicycle access is on north and south shoulders of roadway from Cady Hill Blvd to Ballston Ave.
Revised Design	A 8'-wide separated bike/ped 'side-path' (separated 5' from edge of roadway) from (T) Milton line to Ballston Ave
Revised Design Implications	- safer route. Removes 2 route crossings on Geyser Rd; retains a separated bike/ped path from roadway along entire route especially important for youth and less experienced riders
	- more consistent route. No longer changes from shared bike/ped to separated bicycle and pedestrian routes; route continues on north side of Geyser from (T) Milton to inside Spa State Park
	- requires additional design, survey, mapping work and potential ROW acquisitions increase from 4 to 12 properties
	- allows project to proceed with final design including comprehensive, coordinated approach to intersection re-design and new signalization

	Scope Item	Original Contract	Supplemental Contract
Original Contract	Scoping	\$ 5,000.00	\$ 5,000.00
	Preliminary Design (Trail)	\$ 58,000.00	\$ 21,750.00
	Final Design (Trail)	\$ 58,000.00	\$ -
	Grant Writing	\$ 4,000.00	\$ -
Supplemental Contract	Project Coordination	\$ -	\$ 9,000.00
	ROW Incidentals, Pre-acquisition & mapping * ¹	\$ 25,000.00	\$ 51,040.00
	Final Design (Intersection) * ²	\$ -	\$ 50,000.00
Total		\$ 150,000.00	\$ 136,790.00
			\$ (40,000.00) * ² Saratoga Co. IDA
			\$ 96,790.00
			\$ (78,218.07) Parkland Reserve
			\$ (18,571.93) Complete St cap bud
			\$ -

*¹ = pass-thru expenses to RK Hite (Fed. Aid acquisition process); Original = 4 parcels, Supplemental = 12 parcels*² = Saratoga Co. IDA has agreed to fund \$40,000 of final intersection design

Geyser Trail Design Supplemental Agreement #1

GPI Project # ALB 2013 058

Background

The City of Saratoga Springs contracted with Greenman Pedersen Inc. (GPI) in August 2013 to perform engineering tasks for the design of the Geyser Road bicycle-pedestrian trail and associated facilities. GPI advanced the project at the direction of the City to prepare a Design Report and other tasks for the trail concept that was established in the Feasibility Study that was completed in 2009 and subsequently endorsed by the City and the Southwest Neighborhood Association. Following substantial public input and after completion of a significant portion of the preliminary design work, the City directed GPI to explore modification of the project concept to integrate received public input. This modification necessitates additional engineering work, involves additional properties in the federally-regulated right-of-way acquisition process, and permits the Geyser Road/Ballston Ave intersection improvements, including the traffic signal design, to be advanced to final design. It is noted that \$10,000 relating to the design effort for this intersection portion of the project is included in this supplemental agreement; the balance of the funding (\$40,000) for the intersection design shall be contributed by the Saratoga County Industrial Development Agency through a separate 3-party agreement. This supplemental agreement with also authorize GPI to proceed with the ROW incidental and acquisition effort that is required to secure the lands needed to construct the trail features.

The following provides a description of the change in scope and the additional design and engineering effort that is required at this time to complete the project.

1. Additional Scoping Work

The original scope of work did not include any effort to revisit the design concept. Prior to submitting the Draft Design Report GPI developed and reviewed several alternative concepts as follows:

- A. The "Feasibility Concept" that included a curb/sidewalk section adjacent to the shoulder on the north side of Geyser Road for the eastern segment of the trail.
- B. A "Modified Feasibility Concept" that eliminated the curb and introduces a 5 foot wide grass strip between the edge of shoulder and the sidewalk
- C. An on road concept that includes a sidewalk for both the eastern and western segments and on road bike lanes for the entire length of the project.
- D. Initial review of a side path/cycle track concept developed by our sub consultant Alta Planning and Design as presented in their memo on 1/10/2014.
- E. Presented the initial side path/cycle track concept to the Saratoga County DPW and NYSDOT in March 2014.

After the County and NYSDOT expressed reservations about the Feasibility Concept, the City directed GPI to proceed with the design and Design Report in accordance with the "Modified Feasibility Concept" as noted in item "B" above. After submitting the Draft Design Report in October 2014 for the "Modified Feasibility Concept", GPI Revised the Draft Design report in December 2014 to address comments received by the City. In December 2014 and early 2015 GPI and our sub consultant, Alta Planning and

Geyser Trail Design Supplemental Agreement #1

GPI Project # ALB 2013 058

Design - at the direction of the City, assisted the City in reviewing additional options for the Geyser Road trail "cycle track" concept including developing renderings and additional engineering/planning review and discussing the options at several meetings (1/13/2015 and 2/12/2015). After the 2/12/2015 meeting the City directed GPI to revise the design (and Design Report) to include an 8 foot wide sidepath/cycle track on the north side of Geyser road for the entire length of the project.

2. Revised Design to Reflect Change in Project Scope

The following is a description of the previously approved concept for the Geyser road trail:

- A 10' wide asphalt concrete separated path on the north side of Geyser Road from the Town of Milton/City of Saratoga Springs line to the intersection with Cady Hill Boulevard;
- Provide a 5' wide concrete sidewalk with granite or concrete curbing on the north side of Geyser Road, and bicycle access on the shoulders along both sides of the road from Cady Hill Boulevard to Route 50.

Significant work was conducted to advance this concept including preliminary design, construction cost estimates, utility coordination, environmental clearances, identification of ROW impacts, etc. Also significant effort was expended to combine the Trail, Intersection and Geyser Road Safe Routes to School projects into one Design Report. A Draft Design Report was submitted to the City on October 2014. The City commented and a revised DDR was submitted to the City in December 2014.

On February 12, 2015 as a result of additional community outreach and scoping work (see below) The City directed GPI to revise the design to provide an 8'-0" wide side path separated 5'-0" from the edge of the shoulder on the north side of Geyser Road for the entire length of the project from the Milton Town line to the NY Route 50 intersection. This change required a significant revision to the preliminary design, and other work presented in the Draft Design Report including revisions to provide a stand alone Design Reports for the Trail and Safe Routes to School projects.

3. Additional Community Outreach and Scoping meetings

GPI and our sub consultant, attended, lead and prepared for several community and agency meetings as part of the additional scoping effort including:

- May 12, 2014 meeting with Saratoga County to review revised concept (Alt. B in item #1 above)
- May 29, 2014 meeting at City Hall to review concepts
- August 6, 2014 meeting with NYSDOT to discuss combining the three corridor projects
- November 11, 2014 meeting with Southwest Neighborhood Association.
- November 13, 2014 meeting at City Hall to review concepts
- November 18, 2014 meeting with Saratoga County IDA and Cady Hill Industrial Park
- January 27, 2015 meeting with Greenbelt committee and others to review trail concept

Geyser Trail Design Supplemental Agreement #1

GPI Project # ALB 2013 058

- February 12, 2015 meeting with Greenbelt Committee and others to review updated trail concept

The effort expended for these meetings was required to evaluate additional design concepts and not included in the original design scope of work.

4. Rewrite Draft Design Report

As noted the change in the project concept after completion of the Draft Design Report requires significant revaluation and rewriting of the Draft Design Report.

5. Additional Grant Writing

A total of 4 funding grants were written as part of the project to date as follows:

- 2013 Transportation Enhancement Program Grant
- 2013 Consolidated Funding Application Grant
- 2014 Intelligent Transportation Systems Grant (successful in the amount of \$180,000)
- 2014 Transportation Alternatives Program (TAP) Grant (successful in the amount of \$1,600,000)

The first two applications were included in the project scope, the second two reflect additional work completed.

6. Additional ROW Impacts and Acquisition effort

The original scope of work included ROW incidental work for 4 properties. The evolution of the project is such that there are now potentially 12 properties/parcels that require mapping and/or ROW incidental and acquisition work to obtain the needed property through a combination of Fee acquisition, temporary easement or property release. We have received a proposal from our ROW sub consultant for both the incidental and acquisition effort for 12 properties. GPI has coordinated with NYSDOT ROW staff and negotiated with RK Hite on behalf of the City to obtain their best price for this work. Their cost is a direct pass through to the City with no markup for GPI. We have also broken out the cost of ROW maps separately as there were not included in the original scope of work but are a required task of the acquisition phase.

7. Design of Geyser Road /NY Route 50 intersection

While not part of the original Geyser Trail design scope, additional design effort is required at this time to revise the designs of the Geyser Road/NY Route 50 intersection to reflect the change in concept for the trail and provide final designs of the left turn lane on geyser road and the traffic signal and pedestrian crossings. The Geyser Trail design scope includes a task to "coordinate with the recent Preliminary designs completed for the intersection of Geyser Road NY Route 50." While the preliminary

Geyser Trail Design Supplemental Agreement #1

GPI Project # ALB 2013 058

design for this intersection was completed in 2013, final design and construction documents have not been completed or initiated at this time. Also, the change in project scope requires significant revision to the preliminary designs that has been completed to address the addition of a "Side Path" to the intersection as opposed to a typical sidewalk/crosswalk concept. This effort also requires additional coordination with NYS Parks and NYSDOT.

8. General Project Coordination

GPI has previously and is expected to provide additional coordination effort to assist the City in identifying funding needs and potential sources and shares of contributions to the cost of improvements to the Geyser/Route 50 intersection. Additionally GPI has provided assistance to the City in coordinating with NYSDOT, NYS Parks and Saratoga County regarding the advancement of the three separate Geyser Road Projects (Trail, Intersection and Safe Routes to School). This coordination effort was not included in the Geyser Road Trail design scope of work

Additional Fee

GPI is requesting additional fee at this time to advance the revised Geyser Road trail concept to Final Design and Construction Documents (including ROW tasks). Several meetings were held between GPI and City staff to refine the scope of work and additional fees. The following is a breakdown of the original fee and the additional fee agreed to by City staff.

Geyser Road Design Fee			
Scope Item	Original Contract Fee	Additional Fee for this Supplemental #1	Total Fee
Scoping	\$ 5,000	\$ 5,000	\$ 10,000
Preliminary Design (Trail)	\$ 58,000	\$ 21,750	\$ 79,750
Final Design (Trail)	\$ 58,000	\$ 0	\$ 58,000
ROW Incidentals*	\$ 25,000	\$ 11,920	\$ 36,920
ROW Acquisition*	\$ 0	\$ 21,120	\$ 21,120
ROW Mapping*	\$ 0	\$ 18,000	\$ 18,000
Grant Writing	\$ 4,000	0	\$ 4,000
Final Design (Intersection)	\$ 0	\$ 50,000	\$ 50,000
Project Coordination	\$ 0	\$ 9,000	\$ 9,000
Total	\$ 150,000	\$ 136,790	\$ 286,790

* These are pass through sub- consultant costs for ROW

It is again noted that the Saratoga County IDA shall contribute \$40,000 of the final intersection design costs. As such, GPI is requesting an additional fee of \$96,790 from the City of Saratoga Springs to

GPI
Greenman-Pedersen, Inc.

Geyser Trail Design Supplemental Agreement #1

GPI Project # ALB 2013 058

complete the design and ROW phases of the project. Once the ROW needs are finalized we will be able to determine the expected ROW cost for acquisition payments to property owners (this amount not included in the above table but will be 80% reimbursable through the TAP grant). The estimated total design fee is now \$286,790. The expected construction costs for the trail and intersection projects are \$2.965M. The total design fees requested at this time represents less than 10% of the construction costs (the industry guidelines indicate range of 10 -20% is appropriate).

Project Schedule

GPI has remobilized the design effort based on the direction received from City staff at the January 12, 2016 meeting. The TAP grant requires authorization of construction funds by September 2016. The critical path to meeting this date is the ROW incidental and acquisition process.

CITY

BY: Joanne D. Yepsen
Signature
3/21/16
Dated
Joanne D. Yepsen
Printed Name
Mayor
Title

GPI

BY: Peter Faith
Signature
3/17/2016
Dated
Peter Faith
Printed Name
Asst. Vice President
Title

**AGREEMENT BETWEEN
CITY OF SARATOGA SPRINGS, NY
AND
GREENMAN-PEDERSEN, INC**

This Agreement ("Agreement") is made by and between the **City of Saratoga Springs, NY** (the "City") with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and **Greenman-Pedersen, Inc** (the "Contractor") with a place of business at 80 Wolf Rd, Suite 300, Albany, NY 12205.

WITNESSETH THAT:

WHEREAS, the City has requested a bid for the Preliminary and Final Design Services for the Geyser Road Trail Project. The contractor has submitted a proposal indicating a fee of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) to complete the preliminary and final design services for the Geyser Road Bicycle-Pedestrian Trail.

NOW, THEREFORE, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and the Contractor hereby agree as follows:

1. SCOPE OF AGREEMENT

Consistent with the scope of work identified in the City's Request For Proposal 2013-12, the Consultants proposal dated May 24, 2013 and the Summary scope of work attached in Exhibit A, the Contractor shall provide to the City the products and services set forth therein. The Contractor assumes full responsibility for the provision of the products and services made available in this Agreement. The Contractor shall be so liable even when the Contractor subcontracts the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City.

2. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide services as outlined in the proposal dated May 24, 2013 and as identified in Exhibit A.

3. CONSULTANT DISCLOSURE

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Agreement.

4. FEES

The costs, fees and disbursements associated with the provision of products and services by the Contractor shall be determined in accordance with the terms and provisions of this contract not to exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00). No City employee, including the Project Manager named in Section 8, has the authority to request that the Contractor perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in this Agreement.

5. TERM

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. The Contractor 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 Contractor at least ten (10) days prior to such termination date.

The City reserves the right to terminate this Agreement in the event it is found that either of the certifications filed by the Contractor in accordance with New York State Finance Law Section 139-k was

intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Contractor in accordance with the provisions of Section 8 herein.

The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to the Contractor for products delivered and services rendered by the Contractor pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, the Contractor shall only be entitled to compensation for products delivered and services rendered up to the date of termination.

In addition, in the event of any violation by the Contractor of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to the Contractor for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by the Contractor will result in immediate and irreparable injury to the City and will authorize recourse to injunction and/or other specific performance as well as to all other legal or equitable remedies to which the City may be entitled.

6. EFFECTIVE DATE

This Agreement shall have no force and effect until approved by the City Council of the City of Saratoga Springs, NY.

7. BILLING

The Contractor shall provide itemized statements monthly to be reviewed and approved by the City. Invoices must be submitted to: City of Saratoga Springs, NY, Attn. Purchasing Agent, 474 Broadway, Saratoga Springs, NY 12866. Payment by the City will be made in accordance with the State Finance Law, upon receipt of such statements and upon approval by the City. No City employee, including the Project Manager named in Section 8 has the authority to request that the Contractor perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

8. NOTICE

The Mayor is the project manager and shall represent the City in all matters affecting the delivery of products and services. The project manager for the Contractor is Peter Faith.

Any notice, request, demand, or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

To Contractor: Mr. Peter Faith, PE
Greenman Pedersen, Inc.
80 Wolf Rd, Suite 300, Albany, NY 12205

Either party may designate another or further address by notice given in accordance herewith.

9. CONFIDENTIAL INFORMATION

In connection with the provision of products and/or services to the City by Contractor, the City may disclose to Contractor information that is proprietary or confidential information. Any and all City

communications, records, documents, written, oral or electronic communication or other information of any kind shall be deemed and treated as confidential by the Contractor. The Contractor shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the City. The Contractor agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the Contractor, (ii) is or becomes available to the Contractor on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within the Contractor's possession prior to its being furnished to the Contractor by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, court order or other similar legal process. In such cases the Contractor shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by the Contractor from the City shall be returned to the City and have the status of City work papers (or, with the City's written permission, shall be destroyed and such destruction certified in writing to the City by an authorized Contractor representative supervising such destruction). Except as set forth herein, no confidential information shall be retained by the Contractor. The Contractor shall be permitted to retain one copy of internal memoranda and other documents, developed by the Contractor during the term of this Agreement, which contain or refer to confidential information, subject to the confidentiality provisions of this paragraph.

Nothing in this section shall be construed to alter the Contractor's responsibilities under any applicable State Law. Since monetary damages may not be a sufficient remedy with respect to any violation of this section, the City shall be entitled to specific performance and injunctive relief, in addition to any other remedy.

10. CITY PROPERTY

All information and materials received hereunder by the Contractor from the City are and shall remain the sole and exclusive property of the City and the Contractor 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 Contractor.

All intellectual property, created by the Contractor hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. The Contractor hereby transfers and assigns to the City all proprietary and intellectual property rights in such property.

Effective upon their creation pursuant to Section 2 of this Agreement, the Contractor 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 Contractor 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 Contractor, its agents, employees, or subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Contractor'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 Contractor under this Agreement. Any written reports, opinions and advice rendered by the Contractor shall become the sole and exclusive property of the City, and the Contractor 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 Contractor.

11. RETENTION OF RECORDS

The Contractor 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 Contractor 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.

12. CONFLICTS OF INTEREST

The Contractor represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

13. PUBLICITY

The Contractor shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Agreement or performance hereunder. Public notice or announcement includes, but is not limited to, notices published on or in connection with the Contractor's website. The Contractor shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Agreement, or work performed pursuant to it, without the City's prior written approval. The Contractor shall not make public or publicize its relation with the City, nor use the City's name, without the City's prior written approval.

14. RELATIONSHIP

No staff member, officer, director or person employed by the Contractor in connection with this Agreement shall be considered or deemed to be an employee of the City of Saratoga Springs, NY or represent him or herself as an employee of the City of Saratoga Springs, NY.

15. INSURANCE

All insurance policies required under this Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and for the Contractor. Said policies shall be effective until all work required or contemplated by the Agreement has been completed. Policies expiring on a fixed date before completion of the Contractor's duties under this Agreement must be renewed not less than 30 days before such expiration date. No policy shall be changed by endorsement without the knowledge and the written consent of the City and, in particular, any notice of cancellation by the insurer shall not be effective until 30 days after the said notice is actually received by the City. Any notice addressed to the City shall be mailed via certified or registered mail to the address set forth herein. The Contractor acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the City.

In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **additional insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contract as executed.

Before commencing work under this Agreement, the Contractor shall furnish to the City a certificate of insurance naming: the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees as an additional insured on a primary and non-contributory basis. 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 City. Such certificate shall be on forms acceptable to the City's Office of Risk and Safety Management showing that the Contractor has complied with these requirements. In addition, for policies expiring on a fixed date before completion of the Project, certificates showing renewal must be filed not less than 30 days before such expiration date.

It shall be an affirmative obligation of the Contractor to advise the City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers@Saratoga-Springs.org or mail via Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & 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 Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: immediate termination of the contract; withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

Required Property and Casualty Insurance - Minimum coverage types and amounts:

- **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 Liability Insurance:** Five Million Dollars per Occurrence Aggregate
- **Professional Liability Insurance:** One Million per Claims with Two Million Aggregate

Required Workers Compensation Insurance - Minimum coverage types and amounts:

- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

16. LIABILITY

The Contractor assumes all risks in the performance of all its activities authorized by this Agreement. The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Contractor shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Contractor, its contractors, subcontractors, agents, or employees. The Contractor's responsibility under this section shall not be limited to the required or available insurance coverage.

17. SAFETY

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of

Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor.

If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

18. FORCE MAJEURE

Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.

19. WAIVER

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

20. 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.

21. BINDING AGREEMENT

The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, heirs, successors, distributees and assigns. The rights or obligations granted or allocated to the Contractor herein may not be assigned without the prior written consent of the City.

22. ASSIGNMENT

The Contractor shall not, without the prior written consent of the City, assign, transfer, convey, or otherwise dispose of this Agreement, or any part thereof, or of its right, title, or interest therein or its power to execute this Agreement or any amendment or modifications hereto to any other person, company, or corporation.

23. SEVERABILITY

In the event any provision of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of the balance of this Agreement or any other term or condition hereof.

24. APPENDICES

The Contractor, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Waiver of Immunity/Non-Collusive Bidding Certification
Appendix B: Vendor/Supplier Code of Conduct
Exhibit A: Summary Scope of Work

25. 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.

Contractor 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.

CITY BY: [Signature]
Signature
8/29/13
Dated
SCOTT T. JOHNSON
Printed Name
MAYOR
Title
PER COUNCIL APPROVAL
8/6/13

CONTRACTOR BY: [Signature]
Signature
8/21/2013
Dated
Peter Fahey
Printed Name
ASS. VICE PRESIDENT
Title

CORPORATE ACKNOWLEDGMENT
STATE OF NEW YORK)

SS:

COUNTY OF)

ON THIS _____ DAY OF _____ 20____ BEFORE ME PERSONALLY CAME
_____ TO ME KNOWN, WHO BEING DULY SWORN, DID DEPOSE
AND SAY THAT HE/SHE RESIDES IN _____, THAT HE/SHE IS THE
_____ OF THE _____

_____, THE CORPORATION DESCRIBED IN AND
WHICH EXECUTED THE FOREGOING INSTRUMENT; THAT HE/SHE KNEW THE SEAL OF SAID
CORPORATION; THAT THE SEAL AFFIXED TO SAID INSTRUMENT WAS SUCH CORPORATE SEAL;
THAT IT WAS SO AFFIXED BY THE ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION,
AND THAT HE/SHE SIGNED HIS NAME THERETO BY LIKE ORDER.

NOTARY PUBLIC

APPENDIX A

City of Saratoga Springs
Purchasing Department
474 Broadway, Saratoga Springs, NY 12866
Tel: (518) 587-3550 ext. 560
Fax: (518) 587-6512



WAIVER OF IMMUNITY CLAUSE

Upon refusal of a representative of our firm, when called before a grand jury, to testify concerning any transaction or contract with the City of Saratoga Springs, NY or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts:

1. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that;
2. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

NON-COLLUSIVE BIDDING CERTIFICATION: Section 103-d of General Municipal Law

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in 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; and

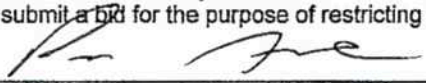
Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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."

Signature:

Title:

Date:


ASSP. VICE PRESIDENT
03/21/2013

APPENDIX B



**CITY OF SARATOGA SPRINGS, NEW YORK
VENDOR/SUPPLIER CODE OF CONDUCT**

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- Wages & Benefits: Vendors/suppliers will set working hours, wages, NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgment

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

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

Officer:

Peter Faaty

Signature:

P. Faaty

Printed Name:

Peter Faaty

Title:

Asst. Vice President

Date:

8/21/2013

EXHIBIT A

Exhibit A

Geyser Road Bicycle-Pedestrian Trail Summary Scope of Work

1. Project Scoping

- Kick-off meeting with City and County officials to review project scope
- Compile all project related information and conduct a walk-through with City staff to review the project area and any possible design constraints or issues
- Review previously developed Project Scoping Report with the City staff for any necessary minor changes

2. Preliminary Design

- Conduct an environmental screening of the project area
 - Review preliminary plans and environmental screenings with City staff
 - Schedule two Public Meetings to obtain feedback on the design and to gauge public support
 - Finalize the Preliminary Plans and prepare preliminary cost estimate for review and comment.
 - Prepare and submit for review to the City and NYSDOT a Draft Design Report as per NYSDOT Procedures for Locally Administered Federal Aid Projects Manual.
 - Finalize the Design Report and obtain design concurrence from the City.
- The preliminary plans will include the following:
- A 10' wide asphalt concrete separated path on the north side of Geyser Road, from the Town of Milton/City of Saratoga Springs line to the intersection with Cady Hill Boulevard;
 - Provide 5' wide concrete sidewalk with granite or concrete curbing on the north side of Geyser Road, and bicycle access on the shoulders along both sides of the road from Cady Hill Boulevard to Route 50;
 - An ADA accessible trail within limits of the project;
 - Modify existing traffic signal system at the Geyser Road/ Cady Hill Boulevard intersection to include pedestrian/bicycle activation and count-down timers;
 - Add new signs and pavement markings associated with the pedestrian and bicycle system;
 - Provide high visibility crosswalks at intersections and any mid-block crossings;
 - Modify/Install new closed drainage system as needed to collect stormwater runoff, that includes extending existing culverts where needed;
 - Replace or relocate guide railing that may be impacted by the project;
 - Provide retaining walls where necessary to avoid right of right of way takings;
 - Provide safety railing at locations where drop-off adjacent to the trail is steep;
 - Relocate public and private utilities if impacted by the trail;
 - Provide landscaping treatments such as replacing impacted areas with new trees, hedge rows and shrubs; and
 - Coordinate with the recent Preliminary Designs completed for the intersection of Geyser Road NYS Route 50
 - Coordinate with CDTA to possibly improve the transit bus stop at the intersection of Geyser Road/Cady Hill Boulevard.
 - Coordinate with the Save Routes to School improvements to be installed at the Geyser Road School.
 - The Trail will be designed within the limits of the existing right-of-way to the maximum possible extent.
 - Modify the Traffic Signal at the intersection of Geyser Road and Cady Hill Blvd to provide a safe crossing of for pedestrians and trail users

3. Final Design Plans

- Developing Final Design plans, specifications and cost estimate
- Address any utility conflicts or ROW needs
- Preparing construction bid documents and advertize the project
- Provide assistance to the City during the bid period; address any prospective bidder questions
- Once bids are received: evaluate each bid, determine the lowest responsible bidder and make recommendation for award of project.

4. Right of Way Incidentals

GPI will assist the City in acquiring the ROW required to construct the trail. Four properties are assumed to be impacted. For these four properties, GPI will complete the following in accordance with New York State Federal Aid procedures:

- Right of Way Survey and Mapping
- Right of Way Cost Estimates
- Property Appraisals
- Appraisal Review

5. Grant Applications

GPI will provide assistance to The City is preparing grant applications seeking construction funds for the project. It is assumed the 2013 TEP and CFA grants will be applied for.

6. Assumptions

- Construction support and inspection services are not included at this time
- Special Studies will not be required. If required an additional fee would be requested.
- ROW Incidentals for 4 properties are included in the proposed fee. If additional properties are impacted, an additional fee will be requested.
- Two Public Information Meetings are included in the proposed fee.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2017

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: KARL HUCKE	
	PHONE (A/C, No, Ext): 516-869-8788	FAX (A/C, No): 1-516-706-2973
INSURED Greenman Pedersen, Inc. 325 West Main Street (Albany) Babylon NY 11702	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AGCS Marine Insurance Company	
	INSURER B: Ironshore Indemnity Inc	
	INSURER C: Starr Indemnity & Liability Co	
	INSURER D: Liberty Mutual Insurance Co.	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 187626118

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			1000025533171	12/31/2017	12/31/2018	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 \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1000198539171	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7611260851027	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1000002543 1000002541	12/31/2017 12/31/2017	12/31/2018 12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Property Professional Liability			MXI93055344 001546102	12/31/2017 6/30/2016	12/31/2018 6/30/2018	Valuable Papers \$150,000 Each Claim \$2,000,000 Aggregate \$2,000,000

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

WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY FOREGOING PER POLICY FORM

RE: City Designated Engineering Services

Office of Risk and Safety City Saratoga Springs s is included as additional insured as required by written contract.

Additional Insured Status Encompasses General Liability, Automobile & Umbrella Coverage as required by written contract. Primary Insurance Status

Encompasses General Liability, Automobile & Umbrella Coverage on a Primary and Non-Contributory Basis. Waiver of Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract.

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

Office of Risk and Safety
City 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2018

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 PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: KARL HUCKE	
	PHONE (A/C, No, Ext): 516-869-8788	FAX (A/C, No): 1-516-706-2973
INSURED Greenman Pedersen, Inc. 325 West Main Street (Albany) Babylon NY 11702	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AGCS Marine Insurance Company	
	INSURER B: Starr Indemnity & Liability Co	
	INSURER C: Liberty Mutual Insurance Co.	
	INSURER D: Berkley Insurance Company	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1320741645**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			1000025533171	12/31/2017	12/31/2018	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 \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1000198539171	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7611260851027	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B 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 type="checkbox"/> N/A		1000002543 1000002541	12/31/2017 12/31/2017	12/31/2018 12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Property Professional Liability			MXI93055344 AEC901965700	12/31/2017 2/9/2018	12/31/2018 12/31/2019	Valuable Papers \$150,000 Each Claim \$2,000,000 Aggregate \$2,000,000

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

WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY FOREGOING PER POLICY FORM

RE: City Designated Engineering Services

Office of Risk and Safety City Saratoga Springs s is included as additional insured as required by written contract.

Additional Insured Status Encompasses General Liability, Automobile & Umbrella Coverage as required by written contract. Primary Insurance Status Encompasses General Liability, Automobile & Umbrella Coverage on a Primary and Non-Contributory Basis. Waiver of Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract.

CERTIFICATE HOLDER**CANCELLATION** 30 day notice appliesOffice of Risk and Safety
City 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

Sample Form COSF-2

Request for Certification of Sufficient Funds

Submittal Date: 08.10.18

The Department of the Mayor (OPED) 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):

- Greenman-Pedersen, Inc
- Geyser Road Trail Design Contract
- CCA 08/06/13 orig; Addendum #1 09/05/17; Addendum 2 06/19/17
- GPI request for additional fee to cover the remaining legal, engineering support and coordination to complete the EDPL process (which will allow the project to advance to construction).


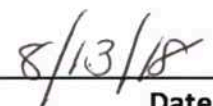
Appropriation – Current Budget Expense Org/Object/Proj(s): H3517142-520001200

Amount Requested for Approval: \$ 17,800

Current Amount Available: \$ 17,800

Transfer/Amendment Pending: \$

Transfer/Amendment Date: _____

 
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.


Commissioner of Finance Approval Date

**ADDENDUM THREE TO AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, NY
and GREENMAN PEDERSEN, INC**

Original Agreement August 6, 2013

THIS ADDENDUM is made by and between THE CITY OF SARAGOA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and GREENMAN PEDERSEN, INC., with offices at 80 Wolf Road, Suite 300 Albany, NY 12205 ("Contractor").

WITNESSETH:

The City and the Contractor entered into an agreement approved by the City Council on August 6, 2013 that the Contractor would provide the City preliminary and final design services for the Geyser Road Bicycle-Pedestrian Trail as set forth in Contractor's Proposal dated May 24, 2013 (responsive to the City's RFP 2013-12). Fees under the original contract were established so as not to exceed one Hundred fifty Thousand and 00/100 Dollars (\$150,000.00).

On March 15, 2016 the City Council approved Addendum One to that agreement, for the purposes of exploring modification of the project concept to integrate received public input and increasing the dollar limitation by \$136,796.

On June 19, 2017 the City Council approved Addendum Two to that agreement for the purposes of working on an Eminent Domain Procedure matter, with an increase in dollar costs of Forty Thousand and 00/1000 (\$40,000.00).

This ADDENDUM THREE is supplementation to the original August 6, 2013 agreement. It is incorporated into and made part of those documents. All terms, conditions, and provision of the original August 6, 2013 agreement remain in effect unless specifically modified herein.

For this ADDENDUM THREE, The City and the Contractor agree that the Contractor will provide services as outlined in the August 1, 2018 letter entitled "Geyser Road Trail Design Contract (2013) Addendum #3; GPI project # ALB 2013 058" proposal herein attached as Exhibit A, for an increase in dollar cost of Seventeen Thousand Dollars and 00/100 (\$17,800.00). The Contractor represents that the company providing this services is qualified to perform the type and scope of work to be done.

WHEREFORE, the City and the Contractor have executed this ADDENDUM THREE on the dates indicated:

CONTRACTOR

By: 

Title: Vice President

Date: 8/13/2018

CITY OF SARATOGA SPRINGS

By: _____

Title: _____

Date: _____

Per Council Approval: _____

EXHIBIT A



Brad Birge, Administrator of Planning and Economic Development
 City Hall
 174 Broadway
 Saratoga Springs, NY 12866

August 1, 2018

Re: Geyser Road Trail Design Contract (2013) Addendum # 3, GPI project # ALB 2013 058

Dear Mr. Birge:

As you know, GPI has been advancing this 100% City funded design contract that includes ROW incidentals and acquisition services through our Subconsultant, RK Hite. GPI and RK Hite have been providing additional services to help guide and administer the Eminent Domain Procedure Law (EDPL) process to now acquire up to 4 properties for this project. Previously only 3 properties were to be acquired via the EDPL. The additional fee being requested at this time covers the remaining legal, engineering support and coordination expected to complete the EDPL process that will allow the project to advance to construction. The net difference in contract amount is an **increase of \$17,800**.

Geyser Road Design Fee				
Scope Item	Original Contract Fee	Total Fee Through Supplemental #2	Change for this Supplemental #3	Total Fee
Scoping	\$ 5,000	\$ 10,000	\$ 0	\$ 10,000
Preliminary Design (Trail)	\$ 58,000	\$ 79,750	\$ 0	\$ 79,500
Final Design (Trail)	\$ 58,000	\$ 58,000	\$ 0	\$ 58,000
ROW Incidentals	\$ 25,000	\$ 21,044	\$ 0	\$ 21,000
ROW Acquisition	\$ 0	\$ 15,385	\$ 0	\$ 15,385
ROW Mapping	\$ 0	\$ 18,000	\$ 0	\$ 18,000
EDPL Engineering Support	\$ 0	\$ 8,000	\$ 4,000	\$ 12,000
EDPL ROW/ Legal (RK Hite)	\$ 0	\$ 553,625	\$ 9,800	\$ 63,425
Grant Writing	\$ 4,000	\$ 4,000	\$ 0	\$ 4,000
Final Design (Intersection)	\$ 0	\$ 50,000	\$ 0	\$ 50,000
Project Coordination	\$ 0	\$ 9,000	\$ 4,000	\$ 13,000
Total	\$ 150,000	\$ 326,804	\$ 17,800	\$ 344,604

Attached is backup documentation from RK Hite and Robert Hite regarding the additional funding request for review, approval and processing. It is our hope that this contract amendment be considered at the next City Council meeting.

If you have any further questions, please do not hesitate to contact me.

Sincerely,
GREENMAN-PEDERSEN, INC.

Peter Faith, P.E.
 Vice President
 Attachments



87 Geyser Street
P.O. Box 130
Arden, New York 14414
Tel: (585) 226-6702
Fax: (585) 226-8067

July 31, 2018

Greenman-Pedersen, Inc.
80 Wolf Road, Suite 300
Albany, NY 12205

Attention: Peter Faith, P.E.
Project Manager

Re: Request for Supplemental Agreement No. 02
PIN 1760.11 – Geyser Road Trail
City of Saratoga Springs, Saratoga Co., NY

Dear Peter:

R K Hite is pleased to submit the following request for a supplemental agreement for the referenced project. Per recent discussions with officials from the City of Saratoga Springs, it has been determined the following additional service will, or may, be needed. These services were not included in the original agreement.

Scope of Services:

5.12 – EDPL Article IV Proceeding

R K Hite, through its legal sub-consultant Hite & Beaumont, P.C., will provide the legal services necessary to acquire the referenced maps pursuant to the New York State Eminent Domain Procedure Law (NYS EDPL). Attached is the proposal from Hite & Beaumont to complete the NYS EDPL Article IV process for these acquisitions.

Fees:

The estimated fee to provide the above stated services is \$9,800.00. Attached is a breakdown of the cost.

Thank you for your consideration in this matter. Please call with any questions or comments.

Sincerely,

R K Hite & Co., Inc.

Richard K. Hite, Sr.

Richard K. Hite, Sr.
President

Attachments

HITE & BEAUMONT, P.C.

ATTORNEYS AT LAW
220 NORTH 3RD AVE. SUITE 200
ALBANY, NY 12242-1000
TEL: 518-257-1400
FAX: 518-257-1408

July 30, 2018

Richard K. Hite, Sr.
R K Hite & Co., Inc.
P.O. Box 130
Avon, NY 14414

VIA ELECTRONIC TRANSMISSION ONLY

richhite@rk-hite.com

Re: City of Saratoga Springs
Geyser Road Trail Project

Dear Rich

Per your request, we are writing to provide your firm and the City of Saratoga with a cost estimate for legal services relating to the acquisition of real property interests from one (1) landowner, which acquisition will be accomplished pursuant to Article 4 of the New York Eminent Domain Procedure Law ("EDPL"). This proposal includes an estimate of other necessary expenses that may be incurred in connection with this acquisition. Legal services in these matters would be provided in the capacity of a subcontractor to your firm.

We propose that the legal services in these matters be billed on an hourly fee basis. The hourly rates would be as follows: partner/principal level attorney - \$225; associate attorney - \$150; and paralegal - \$60. These rates are inclusive of ordinary postage, photocopying and telephone calls.

Based upon our professional experience with acquiring title pursuant to EDPL §402(B), a review of documents received in connection with this project and information that we have been provided by your Company, we estimate the approximate cost of the legal services to be provided by this law firm in connection with these acquisitions will be as follows: 1) \$5,625.00 if the proceeding is uncontested, plus 2) an additional \$3,375.00 if the Article 4 proceeding is contested. This estimate assumes that approximately 25 hours of attorney time will be required to obtain and review documents and prepare, submit and file Court papers, prepare and serve required notices and file the acquisition map, and that approximately 15 hours of additional attorney time will be required to perform legal research, prepare and submit responsive pleadings and memoranda of law and attend Court appearances in any contested proceeding. We anticipate that the vast majority of the attorney services will be provided by a partner/principal level attorney.

Richard K. Hite, Sr.
July 30, 2018
Page -2-

In the course of acquiring title on behalf of the City, we anticipate that it will be necessary to perform the following tasks at the various stages of the proceeding:

1. Obtain, update and review title documents and certifications, acquisition maps, project appraisals, appraisal reviews, landowner contact information, final design report, if any, relevant resolutions, and published notices.
2. Perform legal research, conduct investigation and correspond with City officials, representatives and agents in order to obtain sufficient information to prepare and file a judicial petition and required notices.
3. Provide legal counsel and advice regarding compliance with acquisition requirements imposed by the Uniform Relocation Assistance and Real Property Acquisition Act and the Eminent Domain Procedure Law, and, if necessary, prepare resolutions and other documents necessary for or to demonstrate compliance.
4. Prepare, execute, serve and file notices, verified petitions, responsive pleadings and memoranda of law.
5. Attend Court appearances and participate in oral argument, if necessary.
6. Prepare and enter a Vesting and Deposit Order, file the acquisition map and arrange for payment or deposit into Court of the just compensation monies.
7. Prepare, serve and file Notices of Acquisition.

In addition to the cost of legal services, we estimate that the City may incur approximately \$800.00 in filing fees and service of process fees.

Please feel free to call or write if there is a need for any clarification or further details regarding this estimate.

Very truly yours,

HITE & BEAUMONT, P.C.

By 
ROBERT S. HITE



U.S. Department of Housing and Urban Development

Buffalo Office
465 Main Street
Buffalo, New York 14203-1780
(716) 551-5755

August 7, 2018

Mr. Bradley Birge
Community Development Director
City of Saratoga Springs
City Hall - 474 Broadway
Saratoga Springs, NY 12866

Dear Mr. Birge:

SUBJECT: Fiscal Year (FY) 2018 One-Year Annual Action Plan,
City of Saratoga Springs, New York

The FY 2018 Annual Action Plan submitted by the City of Saratoga Springs has been reviewed by HUD and approved. Based on the approval of the City's Fiscal Year 2018 Plan, I am pleased to transmit to the City of Saratoga Springs a grant agreement in the following amount, for the program year beginning 7/1/2018:

Community Development Block Grant (CDBG) Program
Project Number B-18-MC-36-0017
\$314,164.00

In FY 2018 if the City of Saratoga Springs chooses to charge indirect costs to a formula grant pursuant to 2 CFR 200, Subpart E – Cost Principles, we are requesting that you attach a schedule which is outlined in the Special Conditions (b) of the Grant Agreement. The schedule shall identify each department/agency that will carry out activities with the funding assistance, the indirect cost rate applicable to each department/agency including if the de minimis rate is charged, and the direct cost base to which the rate is applied.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds. A copy of your Annual Action Plan was provided to the Office of Fair Housing and Equal Opportunity for review. Guidance is available on the Department's website at: <https://www.hudexchange.info/programs/affh/>.

Enclosed are three copies of the Funding Approval/Agreement for these programs. In order to update your community's Line of Credit to include your Fiscal Year 2018 grants, it will be necessary for the chief elected official to sign, date, and return two copies of the Agreements to the Buffalo Office. In addition, if there is a need to delete or add individuals authorized to access the Integrated Disbursement and Information System (IDIS), an updated IDIS Access Request form (HUD FORM 27055) needs to be prepared, notarized, and returned to this Office with the Grant


Agreement. Also, if there is need to establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this Office. *Please include the DUNS number as well as the grant number on the SF-1199A.*

Environmental requirements found in 24 CFR Part 58 may apply in carrying out eligible activities in the City's plan. In instances where such requirements are applicable, the City is not authorized to obligate or otherwise incur costs for any grant activities for which a release of funds is required, until the City has completed the requisite environmental review, has followed the appropriate procedures for submitting a "Request for Release of Funds" (HUD form 7015.15), and HUD has issued the "Authority to Use Grant Funds" (HUD form 7015.16).

You now have the option to submit your "Request for Release of Funds" electronically. HUD's Office of Environment and Energy has developed an online system, HUD Environmental Review On-Line System (HEROS), for developing, documenting, and managing environmental reviews. It covers all levels of environmental reviews for both Part 50 and Part 58 projects and includes on-screen guidance for completing HUD environmental reviews. Guidance can be found at this website: <https://www.hudexchange.info/heros/>.

We look forward to working with the City of Saratoga Springs to accomplish the goals and objectives of your community development programs. If you have any questions regarding this matter, please contact Lambros Touris, Community Planning and Development Representative, on 716-551-5755, extension 5810 or at lambros.j.touris@hud.gov.

Sincerely,

for 
William T. O'Connell
Director
Community Planning and
Development Division

Enclosure

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Saratoga Springs, NY	3a. Grantee's 9-digit Tax ID Number 146002423	3b. Grantee's 9-digit DUNS Number 054520564
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City Hall 474 Broadway Saratoga Spring, NY 12866	4. Date use of funds may begin (mm/dd/yyyy) 07/01/2018	
	5a. Project/Grant No. 1 B-18-MC-36-0017	6a. Amount Approved \$314,164.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above-named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) William O'Connell	Grantee Name: The Honorable Meg Kelly
Title CPD Director	Title: Mayor, City of Saratoga Springs, NY
Signature <i>for Kenneth R. Naples</i>	Date (mm/dd/yyyy) 08/07/2018
	Signature
	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) None Attached <input checked="" type="checkbox"/>	9a. Date HUD Received Submission (mm/dd/yyyy) 06/22/2018	10. check one a. Orig. Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) 08/07/2018		
		9c. Date of Start of Program Year (07/01/2018)		
11. Amount of Community Development Block Grant		FY (2018)	FY (2017)	FY()
a. Funds Reserved for this Grantee		\$314,140.00	\$ 24.00	
b. Funds now being Approved		\$314,140.00	\$ 24.00	
Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program Y A Reg Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153							
	176							
		Y		Project Number		Amount		
		Y		Project Number		Amount		
				Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By		

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2025. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2025.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For

the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

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-T00467GG-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>Natural Resources Inventory</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-T00467GG-3350000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 03/15/2018 To: 03/14/2023</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 03/15/2018 To: 03/14/2023</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: \$15,000.00</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>
---	--

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-T00467GG-3350000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

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:

Contract Number: # DEC01-T00467GG-3350000

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-T00467GG-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).
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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:

Lois New
Director, Office of Climate Change
NYS Department of Environmental Conservation
625 Broadway, 9th Floor
Albany, NY 12233-1030
(518) 402-8448

The designated appeal individual to review decisions is:

Jonathan Binder, Office of General Counsel
NYS Department of Environmental Conservation
625 Broadway, 14 Floor
Albany, NY 12233-1500
(518) 402-9188

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

The Scope of work of this agreement shall not include any inventions. If however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

- (a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

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 **0%** 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 0% Minority Labor Force Participation, 0% 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 X-B-1 of this Attachment.
- (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

Forms referenced in this Article 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 Climate Smart Communities

I. Local Share Requirements

For all Climate Smart Communities Projects, including Climate Protection Implementation Projects and Climate Smart Communities Certification Projects, the Department share will not exceed fifty percent (50%) of the approved project costs, up to the Contract Funding Amount identified on the Face Page, and the Contractor must provide fifty percent (50%) of required eligible share with eligible costs not paid with state grant funds nor federal funds. This percentage will be specified in the Attachment B-1 (Expenditure Budget).

II. Construction

(a) The Contractor agrees to proceed expeditiously with the Project and shall complete the Project in accordance with the performance measures set forth in Attachment C (Work Plan) or any amendments to such Work Plan which are approved by the Department in writing.

(b) The Contractor agrees that it shall notify the Department in writing thirty (30) calendar days prior to the start of construction or, if the start of construction began on or after May 1, 2017, upon approval of the Contract the Contractor shall notify the Department in writing within thirty (30) calendar days as to the status of any construction.

(c) The Contractor agrees that it shall notify the Department in writing thirty (30) days following initial start-up operation of the Project.

(d) The Contractor agrees that it shall cause the Project to be designed and constructed in accordance with the engineering report or facilities plan, and if applicable to the project, the plans and specifications for the Project shall be stamped with the seal of a licensed professional engineer and shall be signed with the personal signature of such engineer in compliance

with Education Law §7209(1) and (2), and which have been delivered to and approved by the Department, as well as any amendments thereto.

(e) The Contractor agrees that it shall permit the Department to participate in all its meetings and conferences with respect to the Project. Upon request from the Department, the Contractor must submit to the Department reports, documents, data, contractual documents, administrative records, and other information pertinent to the Project.

(f) The Contractor agrees to permit representatives of the Department to have unrestricted access to the Project at all reasonable times, and all contracts of the Contractor for construction or operation of all or a portion of the Project shall contain provisions that permit such access to the Project or work relating to the Project, wherever it is in preparation or progress, and that contractors or subcontractors shall provide proper facilities for such access and inspection and shall permit extracts and copies of Project records to be made by the representatives of the Department.

III. Engineering Certification/As-built Plans

Within sixty (60) calendar days after the end of the Contract Term, or upon final completion of the Project, the Contractor agrees that it will deliver the following to the Department:

- (a) A certification stating that the Project has been completed in accordance with this Contract, and constructed per the approved plans and specifications, and any approved amendments thereto.
- (b) The certified “as built” plans and specifications for the Project. Any work not in accordance with the approved plans and specifications shall be remedied, unless such non-compliance is agreed to be waived by the Department.
- (c) The Contractor shall retain all as-built plans and specifications for the Project for the useful life of the Project.

IV. Useful Life of Project

The Contractor agrees that it is fully responsible for ensuring the proper and efficient monitoring, operation and maintenance of the Project satisfactory to the Department, including, but not limited, to retaining a sufficient number of qualified staff and ensuring performance of required tests and requirements. After completion of the Project, the Contractor shall, for a period of thirty (30) years unless another period of time is specified in the attached Work Plan (the useful life of the Project as provided in the State Finance Law §61), operate the Project or otherwise cause the Project to be operated properly in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times the Project may be operated properly in a manner consistent with the Project performance standards contained in the engineering report of facilities plan for the Project, with this Contract and with the requirements of any related permit or other governmental approval of the Project.

V. Notifications

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 is identified below. 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: Office of Climate Change
New York State Department of Environmental Conservation
625 Broadway – 9th Floor
Albany, New York, 12233-1030
Tel. No.: (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.

VI. Eligible Costs

Only those eligible project related costs incurred on or after May 1, 2017 will be eligible for reimbursement of grant funding.

VII. Climate Smart Communities Program Requirements

- (a) If the Contractor is not already a registered Climate Smart Community, the Contractor shall take the Climate Smart

Communities Pledge within the term of this Contract.

(b) For climate mitigation projects, including the Clean Transportation and/or Reduction and Recycling of Food Waste categories, the Contractor shall provide a report of estimates of emissions reduction as required by the Department.

(c) For certification actions funded in the Climate Smart Communities Certification Project category, the Contractor shall adhere to the requirements and standards described in the Climate Smart Communities Certification Manual. The Climate Smart Communities Certification Manual is available on the Office of Climate Change web site at <http://www.dec.ny.gov/energy/96511.html>.

(d) If the Contractor develops, improves, restores or rehabilitates real property that is not owned by the Contractor as part of the work of this Contract, the Contractor shall obtain a climate change mitigation easement from the owner of the real property. Climate change mitigation easements shall be enforced as conservation easements are enforced in ECL section 49-0305.

VIII. Lead Applicant Self-Certification

For projects that involve more than one municipality or partner, the lead applicant must certify that an agreement or a signed commitment exists between the Lead Applicant and each participating partner stating the participating partner's commitment and willingness to deliver each output attributed to them in the contract work plan.

IX. 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, 625 Broadway Albany, New York 12233-1030 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 within a reasonable amount of time.

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 completion of the work or acceptance 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:

FORM #	FORM TITLE
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:

FORM #	FORM TITLE
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, Office of Climate Change, 625 Broadway, Albany, NY 12233-1030 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 types of 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.

D. Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.

E. Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.

F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of

this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

G. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

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.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET***SUMMARY***PROJECT NAME: Natural Resources InventoryCONTRACTOR SFS PAYEE NAME: SARATOGA SPRINGS CITY OFCONTRACT PERIOD: From: 03/15/2018
To: 03/14/2023

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	\$15,000.00	\$15,000.00	100 %	\$0.00	\$30,000.00
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	\$15,000.00	\$15,000.00	100 %	\$0.00	\$30,000.00
TOTAL	\$15,000.00	\$15,000.00	100 %	\$0.00	\$30,000.00

Contract Number: # DEC01-T00467GG-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
Natural Resource Inventory Consultant	\$30,000.00
TOTAL	\$30,000.00

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

TRAVEL - TYPE/DESCRIPTION	TOTAL
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

OTHER - TYPE/DESCRIPTION		TOTAL
TOTAL		

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Natural Resources Inventory

CONTRACTOR SFS PAYEE NAME: SARATOGA SPRINGS CITY OF

CONTRACT PERIOD: From: 03/15/2018

To: 03/14/2023

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

The City of Saratoga Springs intends to complete a Natural Resources Inventory—a comprehensive ecological analysis of the municipality—to provide a scientifically-informed foundation upon which to base the update of the 2002 Open Space Resource Plan as well as to create a future Climate Resilience and Vulnerability Assessment.

The Natural Resources Inventory (NRI) will provide the City of Saratoga Springs with information on the important, naturally occurring resources that are essential to the City’s long-term viability and quality of life. Such resources will include, but not be limited to:

- Geology and Soils (Bedrock and Surficial Geology; Soils; Slopes)
- Water Resources (Groundwater and Aquifers; Watersheds; Streams and Waterbodies; Floodplains; Wetlands (using NWI classification); Impervious and Pervious Surface Coverage; Potential and Known Sources of Contamination)
- Habitats and Wildlife (Significant Biodiversity Areas with the City; Unfragmented Habitat Blocks; Stream and Riparian Habitat; Wetland Habitat; Forests, Grasslands and Shrublands; Rare Plant and Animal Species and Significant Natural Communities)
- Climate Conditions and Projections
- Cultural Resources (Scenic Resources, Recreation Resources, Historic Resources)
- Land Use (Zoning and Tax Maps; Land Use and Land Cover; Tree Canopy Cover in the Urban Forest; Farmland, Conservation and Public Lands)

The NRI will identify the important remaining natural resources, assess the threats they face, and recommend conservations practices that might better protect these resources. Focus of the NRI shall be on protection of water resources, landscapes and scenic resources, ecosystems, unusual and sensitive habitats, historic and archeological sites, and species of conservation concern. The City’s 2002 Open Space Plan, 2015 Comprehensive Plan, 2013 Urban and Community Forestry Master Plan, Working Plan for Historic Preservation in Saratoga Springs, and the Parks Master Plan (ongoing) support this framework.

The City is spread out over a large land mass of over 16,000 acres. Within the community there is a 2,000-acre State Park and over 3,500 acres of freshwater wetlands. Development is largely concentrated in the City’s urban core, while a low density development “greenbelt” of more than 3500 acres in the City’s outer

region surrounds the core.

The City has established a smart growth “City in the County” vision for its future development. While new growth is expected to be focused in the core area of the city, there remains development pressure on the more rural lands that surround the core. The City still lacks a thorough and scientific understanding of the importance and extent of its natural resources, the threats to those resources and the best conservation approach to support the vision of the 2015 Comprehensive Plan and the City’s “City in the Country” smart growth model.

The City of Saratoga Springs municipal boundary will define the study area. Recognizing that natural resources cross political boundaries, inventory maps will extend approximately one-mile beyond the municipal boundaries. The document will include separate considerations and recommendations for the inner versus outer districts’ open space such as the creation of pocket parks in the inner district.

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
1	Objective 1: Draft and release RFP
Tasks	
1.1	Task 1.1: Draft and Release an RFP to Select Qualified NRI Consultant - The City of Saratoga Springs will draft and release an RFP to select a qualified consultant to complete the Natural Resource Inventory. <u>Performance Measures</u> 1.1.1 1 PM 1.1.1: Draft RFP and release the RFP - Draft RFP and release the RFP to select a qualified consultant to complete the Natural Resource Inventory. 1.1.2 2 PM 1.1.2: Copies of RFP and responses provided to the OCC - The City shall supply copies of RFP and responses to NRI RFP to the Office of Climate Change (OCC).
Tasks	
1.2	Task 1.2: Select and Hire Qualified Consultant - City staff and OSAC chair shall review the proposals and select a qualified consultant. <u>Performance Measures</u> 1.2.1 1 PM 1.2.1: The City shall review responses to the RFP and hire a qualified contractor - The City will review RFP responses and hire contractor(s). 1.2.2 2 PM 1.2.2: Copies of contract document(s), and final agreement(s) with consultant provided to OCC - The City will provide copies of contract document(s) and final agreement(s) with contractor(s) to the OCC.
Tasks	
1.3	Task 4.2 Public Presentation - Following review by the OSAC and City staff, the draft report will be revised and made available for public comment following the presentation to the City Council. <u>Performance Measures</u> 1.3.1 1 PM 4.2.1 Present draft report at a City Council meeting. - Draft report will be presented to the public at a City Council meeting. 1.3.2 2 PM 4.2.2: Copies of presentation provided to the OCC. - The City shall supply copies of draft report to the Office of Climate Change (OCC).

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
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2	Objective 2: Research and data collection
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Tasks	
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2.1	Task 2.1: Summarize relevant plans, studies and programs; Compile data; Identify data gaps - Compile and review relevant plans and studies prepared by the City of Saratoga Springs, Saratoga County. NYS agencies and not-for- profit organizations as well as State, regional and private initiatives. Compile GIS data.
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Performance Measures

2.1.1	1 PM 2.1.1: The City shall summarize relevant plans, studies and programs; compile data; identify data gaps. - The City shall summarize relevant plans, studies and programs; compile data; and identify data gaps.
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Objective	
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3	Objective 3: Prepare resource maps and narrative descriptions
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Tasks	
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3.1	Task 3.1 Prepare resource maps and narrative descriptions and recommend conservation strategies. - Prepare a series of GIS-based resource maps. To the extent possible, resource maps will be created using existing data and studies. Prepare narrative descriptions each of the natural and cultural resources. and assess their significance and the threats. Identify and describe conservation strategies suitable for the protection of each of the significant natural and cultural resources identified in the NRI.
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Performance Measures

3.1.1	1 PM 2.1.1: Prepare resource maps and narrative descriptions, recommend conservation strategies. - The City shall prepare resource maps and narrative descriptions and also summarize recommended conservation strategies.
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ATTACHMENT C - WORK PLAN

DETAIL

Objective

4 Objective 4: Create draft report

Tasks

4.1 Task 4.1 Compile the maps and narratives into a draft report - Compile the maps and narratives into a draft NRI report for review by the Open Space Advisory Committee (OSAC) and City staff. The report will identify and describe the City's natural and cultural resources in sufficient detail to allow its use in evaluating the impact of actions and decisions that might affect these resources

Performance Measures

4.1.1 1 PM 4.1.1 Compile the maps and narratives into a draft report for review - The City shall compile the maps and narratives into a draft report for review by the Open Space Advisory Committee and City staff.

4.1.2 2 PM 4.1.2: Copies of drafty report provided to the OCC - The City shall supply copies of draft report to the Office of Climate Change (OCC).

Objective

5 Objective 5: Create final NRI report

Tasks

5.1 Task 5: Create Final NRI Report - A final NRI report will be prepared that incorporates comments from the OCAC, City staff. City Council and the public.

Performance Measures

5.1.1 1 PM 5.1.1 Compile the final report that incorporates comments from the OCAC, City staff. City Council and the public. - The City shall compile the final NRI report that incorporates comments from the OCAC, City staff. City Council and the public.

5.1.2 2 PM 5.1.2: Copies of drafty report provided to the OCC - The City shall supply copies of draft report to the Office of Climate Change (OCC).

5.1.3 3 PM 5.1.3: Upload final NRI to the CSC Certification portal - PM 5.1.3: The final NRI will be uploaded to the CSC Certification portal along with a description of the process followed for the development of the NRI.

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: 30

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 60 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-T00467GG-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

DEC 28 2017

Honorable Joanne Yepsen
Mayor
City of Saratoga Springs
474 Broadway - Ste 9
Saratoga Springs, NY 12866

Re: Climate Smart Communities Project # 76290 - Natural Resource Inventory

Dear Mayor Yepsen:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each New York region with the tools to create and implement a roadmap for economic prosperity and job creation. This community-based model uses local assets to drive economic growth and has resulted in unprecedented collaboration and partnerships.

After six successful rounds, the 2017 CFA has made over \$800 million in economic development resources available through thirty programs across twelve state agencies. The CFA provides resources for projects promoting community development and job creation, tourism, waterfront revitalization, energy and environmental improvements, sustainability, and low-cost financing. The Department of Environmental Conservation is proud to have contributed \$100 million to this year's Consolidated Funding Application.

We are pleased to inform you that the Natural Resource Inventory project has been selected to receive up to \$15,000 through the Climate Smart Communities (CSC) program. On behalf of our federal, State, and local partners, we thank you for taking the initiative to participate in this program. If you applied for funding from other programs or other State agencies, you will receive information from those programs/agencies separately.

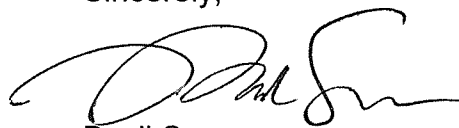
Once the Department has received approval from the Office of the State Comptroller, we will reach out to the person identified in your grant application as the primary contact to provide you with additional information to assist in developing a contract. Contracts for CSC projects will be completed through the NYS Grants Gateway (<https://grantsgateway.ny.gov/>). 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 titled "Quick Start Guide: Contracts" can help those new to working in the Grants Gateway. Once familiar with the process, we suggest you begin drafting a work plan and budget for your project so you will be prepared to enter it into the Grants Gateway.



Department of
Environmental
Conservation

We look forward to working with you on this important climate action project. If you have any questions, please contact the Climate Smart Communities program staff at climatechange@dec.ny.gov or call 518-402-8448.

Sincerely,

A handwritten signature in black ink, appearing to read 'Basil Seggos', with a stylized, flowing script.

Basil Seggos
Commissioner

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
INSURED City of Saratoga Springs Office of Risk & Safety; 474 Broadway Saratoga Springs, NY 12866	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Indemnity Company	
	NAIC # 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 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) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP61M48349	01/01/2018	01/01/2019	EACH OCCURRENCE \$12,000,000 AGGREGATE \$12,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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)

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 

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
(Signature) 6/12/18
(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



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.





City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: Natural Resource Inventory
City Department: Mayor Department Contact Person: Christina Carton City Ext. 2534
Company Name: LaBella Associates
Company Address: 25 Delaware Avenue, Delmar, NY 12054 Company Telephone No.: 1.877.626.6606
Company Fax No.: 584.454.3066
Vendor and/or Service Provider Primary Contact: Barbara Johnston Title: Senior Planner
Primary Contact Email: bjohnston@LaBellaPC.com
Service to be Provided: _____
Remit Name (If different from above): _____
Remit Address: _____

- Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Natural Resource Inventory RFP 2018-03, the Vendor and/or Service Provider submitted proposals dated 04/24/2018 (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.
- 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 July 31, 2019. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
- 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 Twenty-nine thousand four hundred twenty and 00/100 (\$29,420.00), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
- Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is LaBella Associates. 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 of the 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: LaBella Associates, 25 Delaware Avenue, Delmar, NY 12054
- Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
- City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
- Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

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

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

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

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

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

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.

11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

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

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

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

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 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: 8/17/18

Print Name: Robert Pyper Title: Vice President

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meq Kelly Title: Mayor City Council Approval Date: _____

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

Submitted by:
LaBella Associates, D.P.C.
25 Delaware Avenue
Delmar, NY 12054



City of Saratoga Springs, Natural Resource Inventory

APRIL 24, 2018

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FIRM OVERVIEW & QUALIFICATIONS



LaBella
Powered by partnership.

ABOUT LABELLA

At LaBella Associates, our job is to create – structures, plans, ideas, results. As a nationally recognized Design Professional Corporation, that's a given, right?

But here's what really drives us: creating partnership between our team and our clients. So much so that we become one team, unified in the unrelenting pursuit of exceptional on each and every project. Reliability. Accountability. Collaboration. Respect. Not skills we went to school for, but innate in LaBella team members.

The pursuit of partnership is embedded in our culture—has been since our inception in 1978. And it affects client outcomes in profound ways. It means we're built to expertly execute projects from start to finish. That we have the talent and resources to take on any challenge. That projects are completed on time, on budget, and beyond expectations. And that we win awards – not just for our talent, but also for our ethics, employee culture, and growth.

Today, our wheelhouse is broad, with four key service offerings: Buildings, Energy, Infrastructure, and Environmental. Our staff of more than 650 team members is spread across 18 office locations. We're headquartered in Rochester, NY—but our impact is seen, felt, and experienced around the world.



SOLVE COMPLEX PROBLEMS



INFRASTRUCTURE

We're planning, designing, and building the systems and structures that enable modern life. It's innovation meets heavy-duty insight.

ENHANCE OUR EXPERIENCE



BUILDINGS & FACILITIES

It's about more than creating, maintaining and resurrecting the buildings in which we work, learn, and engage – it's about beautifying and bettering the communities we call home.

ADVOCATE FOR THE FUTURE



WASTE, RECYCLING AND ENVIRONMENTAL

Our services are leading the way to help study, restore, and safeguard the land, air and waterways in and around our communities.

LEAD THE WAY



ENERGY

From traditional energy sources to renewable ones, we're helping power our regions through energy resource management, transmission and distribution.

OVERVIEW OF QUALIFICATIONS AND EXPERIENCE

- LaBella has prepared Natural Resource Inventories, Open Space Plans and natural resource assessments for many communities throughout New York State.
- LaBella regularly works on projects that occur in environmentally sensitive areas. We often work on project sites with wetlands and streams (including sensitive areas such as bogs and fens); endangered, threatened, and rare species; significant ecological communities; vernal pools; and culturally significant areas.
- LaBella is experienced in completing habitat assessments for state and federally listed species that are known to occur within Saratoga County.
- LaBella's environmental staff has completed hundreds of wetland and stream delineations for various municipal, utility, residential, and commercial projects across the northeast.
- Our ecologists are experienced with coordinating and consulting with state and federal agencies regarding wetlands and endangered/threatened/rare species on project site.
- LaBella's GIS specialists focus on practical applications of technology to communicate information and to improve access to information needed by local decision makers.



APPROACH & SCOPE OF SERVICES



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APPROACH AND SCOPE OF SERVICES

Approach

The Natural Resource Inventory (NRI) for the City of Saratoga Springs will:

- Map and describe the City's significant natural, cultural and scenic resources
- Identify threatened resources and assess those threats
- Identify conservation measures that would better protect these resources.

The NRI will consist of written narrative and maps as well as a GIS database. The document will include approximately 20 maps depicting natural and cultural resources in the City, as well as descriptions of each resource. The document will also include a "toolbox" of conservation strategies available to municipalities and their partners to protect and preserve their most vulnerable and significant resources. The GIS database and maps will be provided in a format that facilitates their use by City staff and boards to inform decisions about land conservation and development.

An optional product is a set of interactive GIS maps published on-line with the ability for OCAC and City Officials to access detailed data about the resources present on each parcel.

Scope of Services

Task 1: Summarize relevant plans, studies and programs; Compile data; Identify data gaps

- Compile and review relevant plans and studies prepared by the City of Saratoga Springs, Saratoga County, NYS agencies and not-for-



profit organizations as well as State, regional and private initiatives. These documents will include:

- City of Saratoga Springs plans and studies:
 - 2002 Open Space Plan
 - 2015 Comprehensive Plan
 - 2013 Urban and Community Forestry Master Plan
 - Working Plan for Historic Preservation in Saratoga Springs, and the
 - Parks Master Plan
- County, State, Federal and regional plans and studies (partial list):
 - Saratoga PLAN
 - Capital Mohawk PRISM
 - Hazard Mitigation Plans
 - Wetlands of Saratoga County
 - NYS Open Space Plan (2016)
- Compile available GIS data for use in preparing resource maps and analysis, including:
 - Parcel boundaries and attribute data
 - Land cover
 - NYSDEC Stream Classifications
 - NYSDEC Article 24 Freshwater Wetlands
 - USFWS National Wetland Inventory (NWI) wetlands
 - Watersheds and sub-watersheds
 - FEMA Flood Hazard Zones
 - NRCS Soil Survey (SSURGO) data
 - LIDAR (slopes)
 - New York Natural Heritage
 - LIDAR Elevation data
 - National Register Historic Sites and Districts
 - Archeologically sensitive areas
 - Parks, trails and other recreational land
 - Publicly owned and preserved land
 - Zoning Districts
 - Northern Long-Eared bat (*Myotis septentrionalis*) hibernacula sites
 - USGS 7.5-minute topographic quadrangles
 - Aerial orthoimagery
 - Mineral spring locations
 - Identify data gaps

LaBella's team has prepared NRIs, Open Space Plans, and natural resource assessments for many communities throughout New York State.

SCOPE OF SERVICES

Task 2: Prepare resource maps and narrative descriptions; recommend conservation strategies

Resource Maps

Prepare a series of GIS-based resource maps. To the extent possible, resource maps will be created using existing data and studies. Where needed, review of aerial orthoimagery provided from the NYS GIS Clearinghouse will determine the extent of resources that are not currently mapped (e.g., wetlands not mapped by NWI or NYSDEC and tree cover in developed areas.)

The resource maps will depict the following natural and cultural resources:

- Geology and Soils
 - Bedrock and Surficial Geology
 - Agricultural Soil Suitability
 - Steep Slopes
 - Hydric soils
- Water Resources
 - Groundwater and Aquifers
 - Watersheds and sub-watersheds
 - Streams and Waterbodies (using NYSDEC stream classifications)
 - FEMA 100-Year Floodplains
 - NWI Wetlands (using NWI classification code)
 - NYSDEC Freshwater Wetlands (using NYS wetland ID)
 - Impervious and Pervious Surface Coverage
 - Potential and Known Sources of Contamination
 - Mineral Springs

- Habitats and Wildlife
 - Significant Biodiversity Areas with the City
 - Un-fragmented Habitat Blocks
 - Stream and Riparian Habitat
 - Wetland Habitat
 - Forests, Grasslands and Shrublands
 - Rare Plants, Animals, and Habitats
 - Significant Natural Communities
- Cultural Resources
 - Scenic Resources
 - Recreation Resources
 - Historic Sites
 - Archeological Resources
- Land Use
 - Zoning and Tax Parcels
 - Land Use by Tax Parcel
 - Generalized Land Cover
 - Tree Canopy Cover in the Urban Forest
 - Farmland
 - Protected Conservation and Public Lands
 - Vacant parcels
- Areas of environmental concern
 - Waste disposal sites
 - Brownfields

Field Verification and Photos

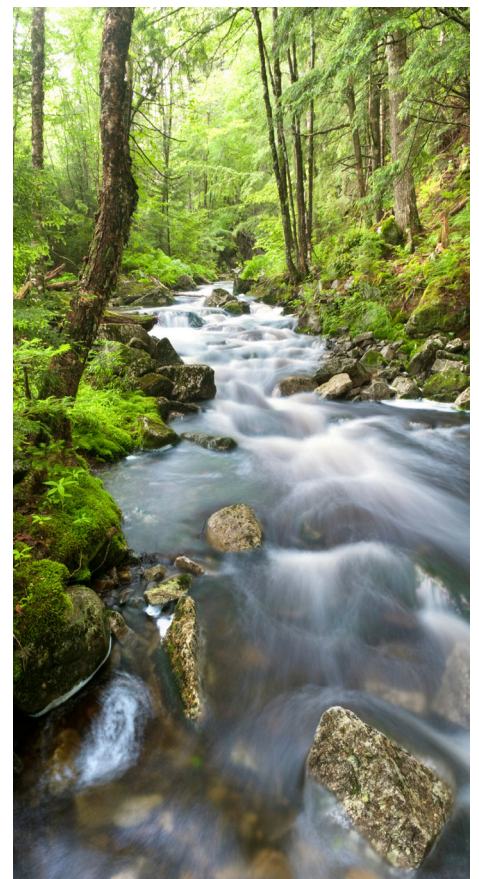
- Refine the resource maps listed above based on field verification conducted by OCAC members. The field verification will focus on significant habitats, biodiversity areas, tree canopy in the urban forest and other high priority resources identified by the OCAC.
- Compile or take photographs of representative natural and cultural resources.

Narrative Descriptions

Prepare narrative descriptions of each of the natural and cultural resources, and assess their significance and the potential threats. The tools and techniques that we will apply to each type of natural and cultural resource are described below.

At a minimum, the narrative will include:

- Natural settings, habitats, and ecological communities, including the habitats of notable at risk or endangered species;
 - Properties by parcel ID number identifying lands with: conservation easements, open space bond lands, park lands, and vacant parcels including landfills and listed Brownfield sites;



SCOPE OF SERVICES

Natural settings, habitats, ecological communities and endangered species

- Classify the natural land cover types found in the City of Saratoga based on the categories in "Ecological Communities of New York State," 2nd Edition.
- Describe the significant habitats found in the City.
- Prepare a summary table of Species of Conservation Concern documented in Saratoga Springs area.
- Identify and describe key wildlife corridors and other linkages between ecological communities.



"We have had great experience with LaBella - we use them extensively. They are extremely responsive and knowledgeable, which often comes in handy when judgment calls are necessary."

The Bank of Castile

- Work with the NYSDEC New York Natural Heritage Program (NYNHP) and USFWS to review potential for endangered, threatened, and rare species and/or habitat within the study limits. Review and compile data from NYNHP, NYSDEC, and USFWS into a table along with a narrative describing endangered, threatened, and rare species that occur, or have the potential for occurring, within the City of Saratoga Springs. The analysis will include species that have been recently listed (state and/or federally), for example the northern long-eared bat (*Myotis septentrionalis*). Describe the habitats where these species are found and recommend avoidance measures.
- **Surface water, wetlands and groundwater resources**
 - Delineate watersheds and sub-watersheds using data from NYS DEC as well as the United States Geologic Survey (USGS) Streamstats tool to delineate local sub-watershed boundaries and to determine which waterbodies directly contribute to the City of Saratoga freshwater resources.
- Identify local scale watersheds that specifically affect the City of Saratoga Springs.
- Document water quality of streams, ponds
- Identify and describe public mineral springs
- Document the natural features that support the existing public drinking water system, including the reservoir, wellhead protection areas, and the watershed. Describe how natural land cover types and habitat are related to and affect wellhead and watershed protection.

SCOPE OF SERVICES

- Identify those natural areas with particular biological or ecological importance, with a focus on those wetlands and waterways that impact the Hudson River Watershed (in particular the Kayderosseras and Fish Creek Corridor/ Saratoga Lake as identified by the 2016 NYS Open Space Plan.).

Climate-related conditions, risks and projections

- Assess the New York State and International Panel on Climate Change models for information regarding climate change impacts to New York State as a whole.
- Apply the New York State Energy Research and Development (NYSERDA) 2014 Supplement report to aid in identification of particular areas vulnerable to climate change within the city of Saratoga Springs.
- Using these reports, identify areas of conservation concern and areas that may be more climate resilient for conservation priority within the city.
- Work with the committee and aid the city in planning conservation goals for the identified areas.

Existing and potential recreational areas

- Describe existing parks, trails and recreation areas with a focus on the natural and ecological features of these areas.
- Identify natural areas that may be suitable for recreational use

Soils and Topography

- Assess the potential for erosion along steep slopes and highly erodible soils.
- Identify and describe those hilltops and ridges that are visible to residents and visitors and have scenic value as part of vistas or as points from which scenic vistas can be viewed.
- Identify and describe those areas with prime agricultural soils that are most suitable for continued agricultural use.

Public and recreational resources

- Describe the natural and cultural features of existing parks and recreational sites
- Identify areas suitable for future trail extensions and parks that are primarily for the enjoyment of natural resources.

Public and protected

- Identify and describe those parcels that are protected through conservation easements or that are owned and managed for conservation purposes by public agencies or not-for-profit organizations.
- Assess any threats to resource conservation on these parcels and opportunities to enhance their protection or to protect adjoining parcels

Areas of environmental concern

- Identify and describe sites known to have been used for hazardous waste disposal or other sites of environmental concern such as landfills and brownfields

- Assess the effect of these areas on natural and cultural resources

Open Space Conservation Strategies and Next Steps

Strategies

- Identify and describe conservation strategies suitable for the protection of each of the significant natural and cultural resources identified in the NRI. Strategies are expected to include:
 - Regulatory approaches (overlay zoning, development review standards)
 - Conservation easements (permanent or temporary)
 - Educational or
 - Citizen-led or landowner initiatives (revegetating eroded slopes, tree planting, native vegetation)
- Provide sources of information and contacts for technical and financial support for instituting conservation strategies

Next Steps

- Based on the findings from the data analysis, identify actions for the City to take to conserve the City's most significant natural and cultural resources.
- Prepare a framework for action to enable the City to incorporate strategies into the Comprehensive Plan and amended zoning regulations.

SCOPE OF SERVICES

Task 3: Draft Report

- Compile the maps and narratives into a draft report for review by the Open Space Advisory Committee and City staff. The report will identify and describe the City's natural and cultural resources in sufficient detail to allow its use in evaluating the impact of actions and decisions that might affect these resources.
- Following review by the OCAC and City staff, the draft report will be revised and made available for public comment following the presentation to the City Council.

Task 4: Final Report

- Following the public presentation to City Council, a final report will be prepared that incorporates comments from the OCAC, City staff, City Council and the public.
- OCAC and City staff will have an opportunity to review the revisions prior to finalizing the report.
- All GIS shapefiles produced as part of the NRI preparation will be provided to the City as a geodatabase, along with metadata that identifies the author, sources and methods of producing the data.

Optional Tasks (additional fee)

Additional research, including field verification of habitat and natural resources

If specific areas are of interest to the City of Saratoga for a more detailed ecological assessment, LaBella's biologists can provide ecological studies for plant

species, wildlife, endangered and threatened species assessments, and wetland delineation services in the future. LaBella's environmental staff have completed hundreds of ecological site assessments and habitat surveys for various private and commercial clients in addition to wetland and stream delineations for various municipal, utility, residential, and commercial projects across the northeast. Our ecologists are experienced with coordinating and consulting with state and federal agencies regarding wetlands and endangered/threatened/rare species on project sites.

The additional research will be based on the following hourly rates:

Project Manager:	\$110
Ecologist:	\$90*
Wetlands Scientist:	\$80*
GIS Specialist:	\$90

*Rate subject to change based on actual personnel performing the work and potential travel and lodging costs associated with field work.

Parcel-based database and on-line map publishing

If the City is interested in parcel level detail about resources and the ability to access this information online, the following tasks will be provided for an additional fee to be determined.

- Apply GIS software tools to prepare a database that reports the number of acres of each type of resources present in individual parcels
- Publish the resource maps online to enable access by the OCAC and City officials

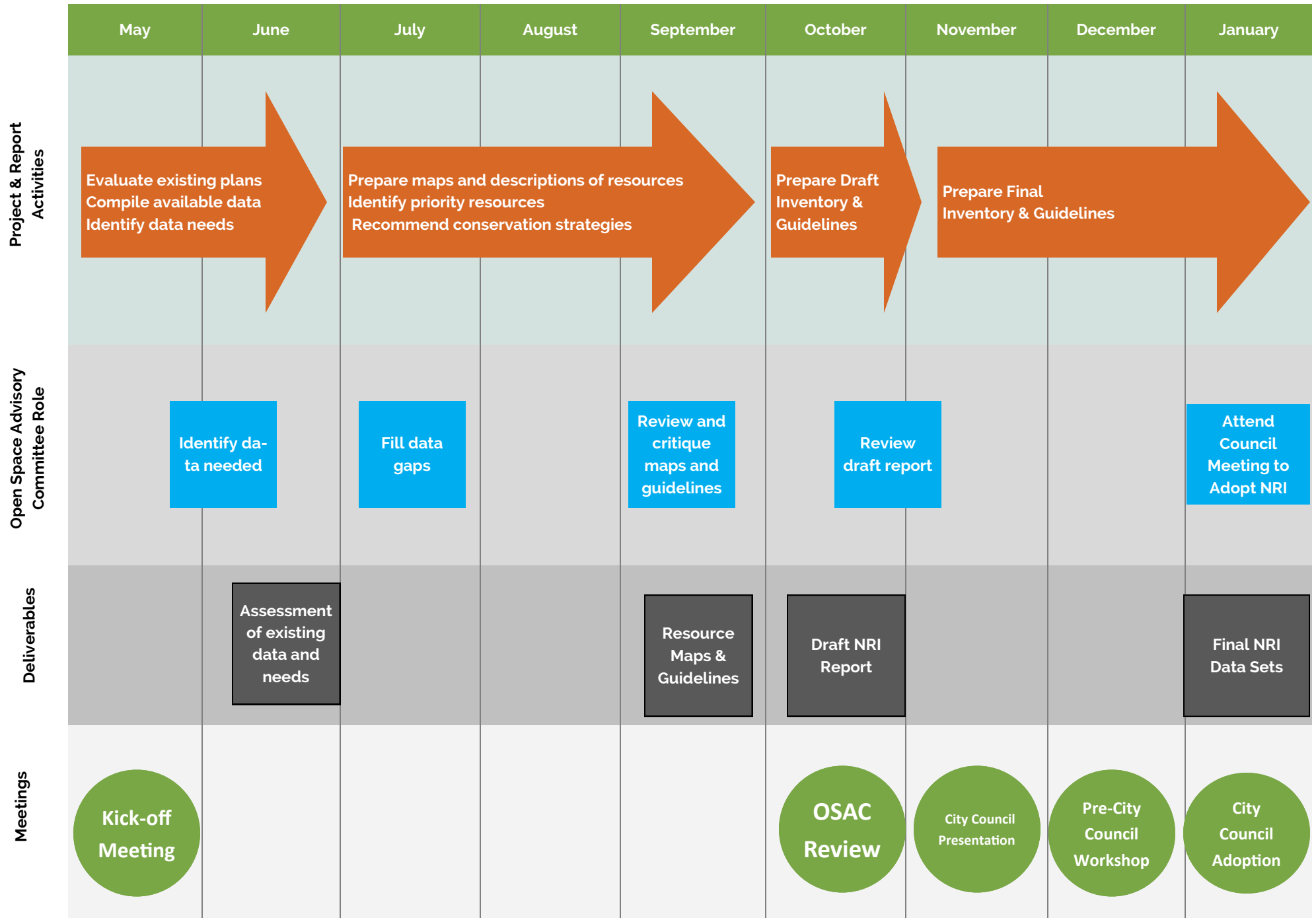
- Design and launch a tool to allow users to click on a parcel and find out the types and extent of resources present on the site (e.g., number of acres of wetlands, steep slopes, prime agricultural soils, etc.; historical site, trail; etc.)

PROJECT SCHEDULE



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Proposed Project Schedule Natural Resource Inventory



KEY PERSONNEL



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TEAM ORGANIZATION

We build a project team by thoughtfully engaging professionals that have demonstrated reliability, accountability and collaboration.



KEY PERSONNEL

The following LaBella staff members will have significant roles in preparing the City of Saratoga Springs Natural Resources Inventory. Each individual brings considerable experience in the analysis and evaluation of natural and cultural resources, community planning, and conservation strategies.

The enclosed resumes for each staff member identify their specialties and relevant project experience.

BARBARA JOHNSTON, AICP, LEED AP ND - PROJECT MANAGER

As Project Manager, Barbara Johnston will be the principal contact with the City and will be responsible for all deliverables. She will coordinate the contributions of other team members to ensure that the project is completed efficiently and is responsive to the City's objectives.

MEREDITH ELLIS - ECOLOGISY & WETLANDS SPECIALIST

Meredith Ellis will lead the inventory and analysis of natural resources, assessment of threats, and delineation of habitat through analysis of aerial photos in coordination with LaBella's Environmental Specialists. She will coordinate the site photography and the field verification of natural resources to be carried out by members of the Open Space Advisory Committee. In addition, she will conduct additional research as needed to fill gaps in data.

WES PETTEE - PLANNER

Wes Pettee will ensure that the NRI is easy to use and supports municipal decision making. He will contribute strategies for conservation that have been effective in other communities and will assist with the resource mapping.

LUCIA WOO - ENVIRONMENTAL PLANNER/GIS SPECIALIST

Lucia Woo will be responsible for designing and preparing the GIS maps that depict natural and cultural resources, and with the review and summary of existing plans, studies and regulations.

IRA POPLAR-JEFFRIES - WETLANDS & GIS SPECIALIST

Ira Poplar-Jeffries will contribute his expertise in evaluating ecological and natural resources as well as GIS mapping of scenic views (3D modeling and spatial analysis.)

JON PODOLIAK - WETLANDS SCIENTIST

Jon Podoliak will bring his knowledge of ecological communities as well as expertise in wildlife habitat and ecological analysis.

DAVID PAYE - CAD/GIS SPECIALIST

David paye will bring his extensive skills with CAD and GIS as well as his knowledge of wetland communities and regulations.



BARBARA JOHNSTON

Project Manager

Barbara, Project Planner, has over 28 years experience in community planning and project management. She has prepared numerous comprehensive plans as well as strategic plans for agricultural preservation, downtown revitalization, waterfront redevelopment, economic development and transportation services. Barbara has extensive experience in engaging the public as well as stakeholders in the planning process. She is also proficient in utilizing GIS software for mapping and data analysis.

AICP, LEED AP ND
American Institute of Certified Planners

LEED AP Neighborhood Development

EDUCATION
Cornell University: Candidate for Masters of City & Regional Planning

Wesleyan University: BA

ORGANIZATION
American Planning Association

Agricultural Preservation Plans

Prepared municipal Farmland & Agricultural Protection Plans for the Towns of Canandaigua, Parma, Perinton, Batavia, Butler, Junius, Romulus, Marilla, Chili, Wheatland, Nelson, Cazenovia and Lincoln. Each plan includes: an inventory, including GIS maps of agricultural resources; criteria for and a map delineating land suitable for long-term protection; and recommends strategies that can be pursued by local governments to preserve farmland and support the agricultural economy. Organized and facilitated public workshops and landowner meetings to ensure that recommendations are appropriate to the community and acceptable to the affected stakeholders.

Resource Conservation Plan, Town of Gorham, NY

Principal author for the preparation of a Farmland, Open Space and Resource Conservation Plan for the Town of Gorham. Identified techniques that could be used to implement the Town's goals to retain farmland, natural resources and scenic views. Utilized GIS software to prepare resource maps and a numerical rating

system. Provided training to newly appointed Conservation Board members in SEQ, land use regulations and the use of GIS software.

Agricultural Preservation Plan, Erie County, NY

As part of a team led by American Farmland Trust, prepared GIS maps, developed a parcel rating system and summarized recommendations in existing municipal land use plans for the Erie County Agricultural & Farmland Protection Plan.

Municipal Agricultural & Farmland Protection Plan Grants

Prepared and implemented grant applications to the NYS Department of Agriculture & Markets for the preparation of municipal plans for the protection of agricultural lands in the Towns of Lima, Groveland, Parma, Batavia and Perinton. Prepared grant applications for the Town of Perinton for the purchase of development rights to farmland pursuant to the Farmland Protection Implementation Projects grant program.

Local Waterfront Revitalization Plan, Town of Huron, NY

Prepared a the in preparing a Local Waterfront Revitalization Plan for the Town of Huron that articulates the Town's vision for its waterfronts, engages various stakeholders and interest groups, and provides practical guidance to the Town and its partners regarding waterfront development, adjoining land uses, business development, natural resource conservation, and recreation. Worked with the Town to ensure that the plan's recommendations were widely supported, realistic and achievable. The Plan document incorporated relevant information from the Sodus Point Harbor Management Plan and other existing plans and documents.

Local Waterfront Revitalization Program (LWRP) Grant Applications and Administration

Prepared successful LWRP grant applications to implement the Conesus Lake Watershed Management Plan. Prepared successful grant applications and administered the grants awarded to the Village's of Clyde and Penn Yan. The plan involved identifying issues and opportunities and addressed linkages to the downtown business district, gateways, trail connections, and development opportunities. Prepared successful grant applications on behalf of the Town of Perinton to prepare and to implement a Canal Access Plan for Bushnell's Basin.

Waterfront Revitalization Plan, Village of Penn Yan, NY

Project Manager responsible for identifying preliminary issues and opportunities for the Penn Yan waterfront which

includes linkages, gateways, trail connections, and development opportunities. Prepared a conceptual plan for the entire waterfront, three alternative redevelopment scenarios, and an implementation plan. Conducted a market analysis to determine the viability of potential redevelopment.

Waterfront Revitalization Plan, Village of Clyde, NY

Prepared a Vision Plan for Downtown and Waterfront Revitalization for the Village of Clyde. The plan addressed needs to improve linkages between the Erie Canal and the downtown business district and included recommendations for economic development, historic preservation and improvements to parks and trails.

Bushnell's Basin Canal Access Plan & Implementation, Town of Perinton, NY

Principal author and facilitator for a planning study that identified capital projects and programs to improve access to the Erie Canal and link the Canal to the Bushnell's Basin business district. Prepared a grant application to the NYS Department of State that resulted in an award of more than \$500,000 toward the implementation of the Plan's recommendations.

Zoning and Code Revisions Green Genesee/ Smart Genesee

Prepared code revisions focused on natural resource protection and renewable energy and energy for the Towns of Batavia, Alabama and Oakfield and the Village of Oakfield. Prepared regulations and maps for stream corridor and conservation overlay districts that establish criteria

and procedures for the review of development projects located in sensitive natural areas. Adapted model form-based codes for use in targeted areas of each municipality to support compact development patterns, mixed uses and walkability. Prepared code revisions to accommodate solar energy generation and electric vehicle charging stations.

Analysis of R-7 Zoning for Senior Housing - Town of Irondequoit, NY

Conducted an independent review of senior housing zoning provisions for the Town of Irondequoit. The project involved an inventory and comparison of provisions for senior housing in other Monroe County towns, including Planned Development Districts, special permit provisions and allowing senior housing development in all residential districts "by right".

Comprehensive Planning Green Genesee/ Smart Genesee

Prepared comprehensive plan updates to implement the Green Action Plans and Energy Strategies for the Towns of Alabama, Batavia and Oakfield and the Village of Oakfield. The updates addressed natural resource conservation, renewable energy and sustainable land use. Worked with a steering committee and representatives of each municipality to update the inventory of current conditions, analyze issues and opportunities, articulate updated goals and policies, and recommend specific actions. Each plan update included an implementation strategy that identified responsible entities, potential partners and funding sources and the relative priority and time frame for implementation.



WESLEY PETTEE

Senior Planner

Wes has over 15 years of experience as a Planner at the regional and local level. He has assisted local government administrative and legislative boards with land use decisions, and has also conducted environmental review processes for planning and grant projects. Wes has managed planning projects to cultivate public participation and community involvement. His effort helps create consensus-based visions and action plans geared towards project implementation, and also provides GIS and mapping skills. He also has a background in grant writing to fund housing, infrastructure, planning, recreation, and beautification projects.

AICP

American Institute of Certified Planners

EDUCATION

University at Buffalo: BA,
Environmental Design

ORGANIZATION

American Planning Association

Open Space and Conservation Planning, Town of Victor, NY

Co-author with the Town of Victor Conservation Board in developing a Natural Resources Inventory as well as regulatory language to preserve important natural resources in the Town.

GIS Mapping

Prepare graphic content including maps with aerial imagery, environmental and tax parcel overlays for planning and environmental analysis. Mapping capabilities include illustrating environmental features, land use, infrastructure, zoning districts, and other community resources.

Comprehensive Plan, Town of Victor, NY

Assist the Victor Comprehensive Planning Committee, as well as town and village officials to complete a comprehensive plan for the Town and Village of Victor.

Black Oak Wind Farm SEQR, Town of Enfield, NY

Assisted Town Attorney with assessing and documenting anticipated impacts of a wind power project consisting of 20 wind turbines within 925 acres

in the Town of Enfield (Tompkins County). Identification of potential environmental impacts assisted the development of a scoping document for a Draft Environmental Impact Statement. Example impacts of the project include altering views from Robert H. Treman State Park and Cayuga Lake. Portions of the project location encompass designated Important Bird Areas, as designated by the National Audubon Society.

Monroe County Crime Lab, Rochester, NY

Facilitated the SEQRA and NEPA environmental review processes in preparation for Monroe County's new 45,000 square foot, four-story crime lab under completed in downtown Rochester.

Sullivan County Jail, SEQRA, Sullivan County, NY

Facilitated the SEQRA environmental review process in preparation for Sullivan County's anticipated construction of a new 320,000 square foot jail facility in the Town of Thompson.



LUCIA WOO

Environmental Planner

Lucia is an Environmental Planner who focuses on environmental analysis & compliance and public health impacts. She provides critical GIS mapping and spatial analysis services in evaluating potential impacts to environmental and culturally sensitive resources as well as socioeconomic analyses. For projects ranging from water supply & energy infrastructure to downtown revitalization, she addresses concerns regarding: water resources, floodplains, historic & archeological resources, environmental remediation, demographics, and market potential. She also offers years of stakeholder engagement and spatial data development experiences with federal, state, and local governmental, non-profit, academic, and private businesses entities.

EDUCATION

Yale University: Master of Environmental Science with focus on Environmental Health

Yale University: BA, Environmental Studies

AWARDS

Environmental Policy & Public Health Research

ORGANIZATION

GIS Special Interest Group—Genesee Finger Lakes

American Planning Association

International Association of Wildland Fire

Street Tree Inventory - Urban Resources Initiative

Collected field data and published various maps on street trees of New Haven, CT utilizing ArcGIS Online and Collector tool on a crew of 9 members. The data informed new tree planting goals and maintenance efforts.

NEPA & SEQR Environmental Review of CDBG Entitlement Program - Town of Irondequoit

Currently assisting in the preparation of the annual environmental review of the Town's CDBG-funded programs including compliance with State and Federal environmental laws, specifically regarding flooding risks and potential exposures to toxic substances.

NEPA & SEQR Environmental Reviews of Water & School Districts—Various NYS Local Municipalities and Agencies

Currently creating, analyzing, and managing various GIS data (shapefiles) to determine potential impacts to the environment as

part of National Environmental Policy Act and State Environmental Quality Review Act compliance on numerous construction projects.

GIS Needs Assessment - LaBella Associates, DPC.

Currently conducting a survey to evaluate the company-wide needs for spatial data and analysis software tools, including data storage infrastructure and management best practices. The survey results will inform the company's 1- and 5-year plans to upgrade its technology.

Water Districts | SEQR/NEPA Reviews - Towns of Hopewell, Alexander, Ridgeway, & Wolcott

Conduct SEQR, Agriculture and Markets, and Rural Development NEPA reviews in coordination with involved/interested agencies (including SHPO, Natural Heritage, NYSDEC, USFWS, US Army Corps, etc.). Created relevant GIS maps for State and Federal reviews of vital environmental and cultural resources.



MEREDITH ELLIS

Ecology and Wetlands Specialist

Meredith is an Ecology and Wetlands Specialist with eight years of experience. She is a project manager for wetland and regulatory permitting projects, and her experience includes conducting wetland delineations, regulatory permitting, environmental monitoring, threatened and endangered species surveys, and ecological habitat assessments. She has extensive experience with geographic information systems (GIS) for wetland and ecological projects.

EDUCATION

SUNY College of Environmental Science & Forestry: MS, Ecology (anticipated 2018)

St. Lawrence University: BS, Biology

PROFESSIONAL AFFILIATIONS

Ecological Society of America

Society of Wetland Scientists

New York State Wetlands Forum

Natural Resource Inventory and Endangered Species Assessment: Greene County IDA–Town of Catskill, NY

Conducted a natural resource inventory and endangered species assessment on a large forested parcel in Greene County to establish baseline ecological information to support an environmental impact analysis for future development of the site. The assessment focused on the site's existing conditions and potential to support endangered/threatened/rare species and ecological communities. A detailed wildlife/plant survey was prepared, along with a wetland delineation and wetland mapping of the site. Federal, state, and various GIS mapping resources were also reviewed and analyzed in the report for a more complete ecological review of the site.

Biodiversity & Natural Resource Constraints Study: GlaxoSmithKline–E. Durham, NY

Goals of the study were to determine existing ecological conditions on site; presence of any rare, endangered, or threatened species; qualify the overall site biodiversity; and document natural resource constraints that would limit future development or use potential. Several site visits were conducted to detail plants and wildlife found on the site, document

areas of interest, and determine environmentally sensitive areas. A Natural Resource Inventory report was completed for the project site, which included GIS habitat covertype mapping, a detailed summary of findings, and recommendations on maintaining and increasing biodiversity at the site.

Natural Resource Inventory: Private Landowner–Towns of Livingston and Germantown, NY

Completed a baseline natural resource inventory on over 650 acres in Columbia County to document existing conditions and review the potential for placing the land in a conservation easement. The purpose of the assessment was to document existing natural resources and property conditions including detailed reviews on plant and wildlife communities, potential for rare species, historical use (structures, roads, and trails), and recent improvements such as land clearing. Habitat covertype maps were prepared for the site, and a variety of resources were reviewed to document the onsite conditions including NYSDEC wetland mapping, National Wetland Inventory mapping, existing LiDAR data, historic aerial imagery, soils surveys, and information from the New York Natural Heritage Program.



IRA POPLAR-JEFFERS

Wetland & Ecology Specialist

EDUCATION

**West Virginia University: MS,
Wildlife & Fisheries Resources**

**James Madison University: BS,
Biology**

CERTIFICATIONS/ REGISTRATIONS

OSHA 40-hour HAZWOPER

**NYSDEC 4-hour Erosion &
Sediment Control Qualified
Inspector (Inspector ID #040T-
111616-25)**

Town of Canandaigua 2018 Open Space Master Plan– Canandaigua, NY

Mr. Poplar-Jeffers conducted a Viewshed Analysis using the ArcGIS v10.4 3D Analyst Extension to identify the most valuable and critical lands within the Town for open space and other natural resources. A 2-meter Digital Elevation Model (DEM) from the NYS GIS Clearinghouse (GIS.NY.GOV) was utilized to model viewsheds from a set of known scenic points within the Town. These viewshed models were then cross-referenced with tax parcel shapefiles to identify those sites falling within the view of one or more of these scenic points. The identified scenic properties were then rated in this viewshed category based on how many viewshed areas they fell within and proximity to the viewpoint. This metric was just one used to prioritize potential conservation lands within the Town. Ira also assisted with development of the ecological communities narrative and maps which identified the most important ecological communities in the Town. Ira helped to present this material at a public meeting at the Town Hall to introduce the draft plan to the Town Board and residents. Ira spoke about the important

ecological communities and habitats found within the town, and presented the results of the Viewshed Analysis.

Third Fork Creek Watershed Assessment, City of Durham, Durham County, NC

Ira assisted with the completion of a comprehensive watershed study in Durham, NC, funded by the City of Durham. This study involved prioritization of stream reaches for potential improvements/repairs aimed at improving water quality in the basin. Stream reaches were first identified based upon level of urbanization, proximity to utilities, basin area, and various other metrics to identify a subset of reaches that were visited in the field. All reaches visited in the field were assessed for morphological stability, bank and riparian condition, litter, condition of nearby or crossing utilities (i.e., sewer lines, etc), potential BMP opportunity, stream restoration potential, and various other metrics. These metrics were then analyzed in a database, and prioritized to be presented to the City of Durham as the most cost-effective reaches for watershed improvement activities. This project included significant citizen participation.



JON PODOLIAK

Wetland and Ecology Specialist

Jon is a Wetland and Ecology Specialist with two years of experience. His responsibilities include performing ecological and wetlands studies, preparing reports and permit applications. Jon is also experienced in using GIS.

EDUCATION

Clarkson University: BS, Biology

**The College at Brockport:
MS, Environmental Science &
Ecology**

Town of Canandaigua: Open Space Master Plan— Canandaigua, NY

Mr. Podoliak prepared a summary narrative of ecological communities identified within the Town of Canandaigua and detailed the importance of each community and the various wildlife and plant species found within them. He also aided in the development of GIS maps detailing the land cover communities found and providing GIS map deliverables for the Town Board.

Wetland Delineations

Jon has performed numerous wetland delineations for various clients, including solar array clients, utilities and developers. His role involved using a Trimble GPS to locate delineation flags. He also assisted in identifying wetland plants, hydrology, and soils. Furthermore, he managed the recording of field notes, photography, and the necessary data forms according to the 1987 Army Corps of Engineers Wetland Delineation Manual. He was also responsible for the wetland report that follows the delineation, this includes GIS figures showing onsite wetland conditions. Some of the clients that he's performed delineations for include:

- MAP Energy Funding Solutions

- Sun8 PDC LLC
- Abundant Solar
- Suncommon
- Cayuga Power Company
- Dolomite Products Company
- Finger Lakes Community Health
- Avangrid
- Morton Salt
- Schoharie County
- The Town of Mendon

USACE and NYSDEC Wetland Permit Packages

Jon was responsible for compiling several Joint Permit Application packages for various projects. He was responsible for researching the necessary permits needed for the projects as well as drafting the permit submittal for each agency. Further, he was responsible for GIS maps that were submitted with the permit packages. As part of submission for several packages he also completed endangered species correspondence with the U.S. Fish and Wildlife Service. Some of the clients that he's prepared permit packages for include:

- Avangrid
- Sun8 PDC LLC
- Abundant Solar
- Schoharie County
- The Town of Victor



DAVID PAYE

CAD/GIS Specialist

EDUCATION

ITT Technical Institute:
Associates, Computer Aided
Drafting and Design

CERTIFICATIONS/ ORGANIZATIONS

NYSDOL Certified - Asbestos
Inspector, Designer Certification,
and Management Planner

David is an Environmental CAD/GIS Specialist. His experience includes 2D and 3D Civil and Environmental drafting, and creating base maps and figures in AutoCad as well as Arc GIS. David is proficient in AutoCad standard, AutoCAD Civil 3D, Arc GIS as well as other AutoCad software and Adobe and Microsoft software.

Dave is also a New York State Department of Labor certified Asbestos Inspector, Designer, and Management Planner. He has served various clients in a variety of markets, including education, healthcare, architectural, real estate, and municipal.

Rochester Housing Authority: **Asbestos Abatement and** **Demolition Bid Package —** **Rochester, NY**

Dave is responsible for the research and development which is required to create Asbestos Abatement drawings, as well as the appropriate Specification Sections, to detail and outline the asbestos removal asbestos various projects under our Term Agreement with the Rochester Housing Authority.

University of Rochester Strong **Memorial Hospital: Imaging** **Center Renovation Abatement** **Design — Rochester, NY**

As part of the larger renovation team, Dave acted as LaBella's primary abatement designer for this multi-phase project. Dave collected field data in order to create the necessary Asbestos Abatement drawings, as well as the appropriate Specification Sections. This project involved three phases which took place over the course of two years. Dave was responsible for

understanding the demolition and renovation work to be required and catering the abatement drawings around that work.

Wetland Projects

Dave assisted with using the GPS unit out in the field to locate the wetland flags and data points. The data collected was then utilized in the office to create the required report figures. He utilized Esri Arc GIS to create the figures that contain all the necessary layers such as contours, existing federal and State wetlands and also the other necessary hydrology and soil layers. Some of the clients he's worked with include:

- Cayuga Power
- Sun 8
- Iberdrola

RELEVANT EXPERIENCE AND REFERENCES



LaBella
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NATURAL RESOURCE INVENTORY

Town of Victor, NY

CLIENT PARTNER

Kate Crowley
Town of Victor
Conservation Board
(585) 733-1365
kate.crowley@rochester.edu



LaBella Associates worked closely with the Town of Victor Conservation Board to complete the Town's final phase of their Natural Resource Inventory. The work accurately reflects the current physical and environmental resources within the Town in order to provide solid, science-based data upon which to rely when reviewing site plans and advising Town Officials.

Phase I of the process included preparation of maps identifying known locations of natural resources throughout the town, as well as accompanying narrative summaries for each mapped resource.

Subsequent phase involved the creation of a Steep Slope Policy that incorporates a more complex analysis of steep slope and development issues, beyond the quantification of "steepness" (grade).

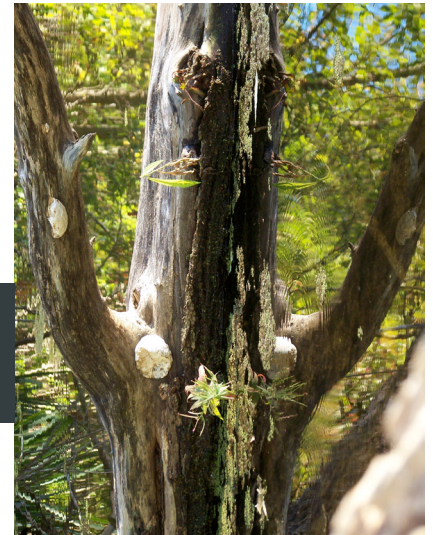
In addition, LaBella prepared an Open Space Index to identify, describe and map the open space in the Town and to

LaBella performed a Natural Resource Inventory for the Town of Victor to provide science-based data to assist in making development decisions.

determine the extent of various types of open space, both town-wide and in individual parcels. The Open Space Index also provides the Conservation Board with interactive resources, including an electronic parcel database and interactive maps.

The Town Conservation Board utilizes the Natural Resource Inventory and Open Space Index to evaluate potential impacts from proposed development on the Town's natural and cultural resources.

LaBella staff advise the Town regarding conservation approaches and participates in public hearings and update sessions for the Planning Board, Zoning Board, and Town Board.



OPEN SPACE, CONSERVATION AND SCENIC VIEWS MASTER PLAN

Town of Canandaigua



Our services lead the way in studying, restoring, and safeguarding the land, air, and waterways in and around our communities.

LaBella Associates is working with the Town of Canandaigua to prepare an Open Space, Conservation and Scenic Views Master Plan. The plan documents important natural, scenic and other open space resources and recommends actions to conserve and protect them.

The Plan includes reference maps that depict:

- ecological communities
- regulated wetlands
- streams and watersheds
- steep slopes
- scenic vistas
- parcels protected by conservation easements
- historic and cultural sites

A parcel-based rating system helps to prioritize land for conservation and long-term protection. GIS-based tools compute the number of acres, within each tax parcel, of land in various ecological communities,

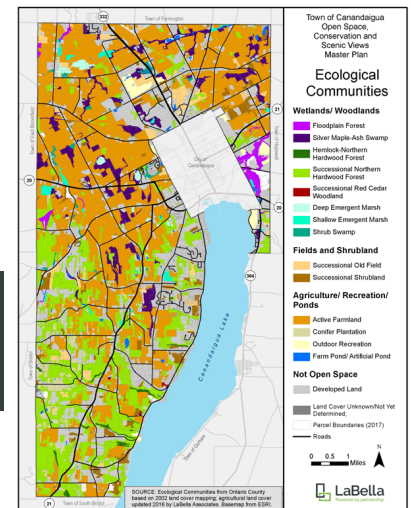
adjoin streams, or containing steep slopes or lake views. A weighting system helps the Town identify landowners to approach for educational purposes and parcels with high priority for conservation.

Public engagement included:

- a public workshop with representatives of the local land trust, Soil & Water Conservation District, and wetlands scientist to learn about the Town's resources and conservation strategies
- a survey mailed directly to landowners
- a public informational meeting to review the plan's findings and recommendations (expected Summer 2018).

CLIENT PARTNER

Doug Finch
Town Manager
Town of Canandaigua
(585) 394-1120 x 2234
dfinch@townofcanandaigua.org



The Open Space Plan will be used by the Town to:

- support land conservation activities such as acquisition of easements
- inform development reviews when project impact natural resources
- encourage landowners to undertake stewardship activities on their properties.

COST PROPOSAL



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COST PROPOSAL

LABELLA

Task	Project Manager/ Senior Planner	Ecologist Wetlands Scientist	Planner/ GIS Specialist	Fee
Task 1 - Review existing plans and studies; Compile data; Identify data gaps	4	8	8	\$1,800
Task 2 - Prepare resource maps; recommend conservation strategies				
Resource Mapping	20	20	32	\$6,560
Site photos; coordinate field verification by OCAC		24		\$2,160
Narrative descriptions of resources	8	16	16	\$3,600
Conservation strategies	16	8	8	\$3,120
Task 3 - Prepare draft NRI (Inventory and Guidelines)	16	16	24	\$5,120
Task 4 - Prepare final NRI (Inventory and Guidelines)	8	8	8	\$2,240
Task 5 - Meetings (3 with OCAC, staff, City Council; one public presentation)	32	24		\$3,520
Total Hours	104	124	96	324
Fee	\$11,440	\$11,160	\$2,775	\$28,120
Misc. Costs (not to exceed.)				\$1,300
Total	\$11,440	\$11,160	\$2,775	29,420

TOTAL BID IN FIGURES: \$ 29,420

TOTAL BID WRITTEN: twenty-nine thousand, four hundred and twenty dollars

COMPANY NAME: LaBella Associates, D.P.C.

ADDRESS: 25 Delaware Ave

Delmar

(City)

NY

(State)

12054

(Zip)

Phone No. (518) 439-8235

E-MAIL ADDRESS: bjohnston@labellapc.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Robert Pepe

TITLE: Chief Financial Officer DATE: 4-23-18

FORMS



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Non-Collusive Bidding Certification

Section §139(d) State Finance Law

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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

Signature: [Signature] Print Name: Robert Pepe

Title: Chief Financial Officer Date: 4-23-18

Company: LaBella Associates, D.P.C. Address: 25 Delaware Ave., Delmar, NY 12054

Subscribed to under penalty of perjury under the laws of the State of New York, this 23rd day of April, 2018 as the act and deed of said corporation of partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

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


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

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- The Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

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

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

Signature:  Printed name: **Robert Pepe**
Title: **Chief Financial Officer** Date: **4-23-18**
Company Name: **LaBella Associates, D.P.C.**

Company Address: **25 Delaware Ave., Delmar, NY 12054**



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: RFP#: 2018-03 City Project Name: Natural Resource Inventory Prevailing Wage Project No.:
City Department: Department of Accounts Department Contact Person: City Ext.:
Company Name: LaBella Associates, D.P.C.
Company Address: 25 Delaware Ave., Delmar, NY 12054
Company Telephone No.: 1.877.626.6606 Company Fax No.: 585.454.3066
Consultant Primary Contact for This Project: Barbara Johnston, AICP, LEED AP ND Title: Senior Planner

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: _____

4/23/18



LBEASS-01

AKEEFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME:	
	PHONE (A/C, No, Ext): (585) 473-8000	FAX (A/C, No): (585) 340-1714
	E-MAIL ADDRESS: reception@paris-kirwan.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Company of CT	25682
INSURED LaBella Associates, PC & LaBella Associates, DPC 300 State Street - Suite 201 Rochester, NY 14614	INSURER B : Travelers Indemnity Co. of America	25666
	INSURER C : Travelers Indemnity Company	25658
	INSURER D : Travelers Property Casualty Co of America	25674
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6806H445191	11/07/2017	11/07/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA7A560634	11/07/2017	11/07/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7A573887	11/07/2017	11/07/2018	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							Follow Form \$
D	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			UB3803T454	11/07/2017	11/07/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip.			6807A554314	11/07/2017	11/07/2018	\$500 Ded. 50,000
A	Scheduled Equipment			6807A554314	11/07/2017	11/07/2018	Blanket Equipment 201,903

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All operations usual to the business of the insured.

CERTIFICATE HOLDER

CANCELLATION

LaBella Associates, DPC 300 State Street, Suite 201 Rochester, NY 14614	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



LABEL-1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2017

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

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

PRODUCER 585-385-0428 Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble		CONTACT NAME: PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL ADDRESS: smiller@poole-ny.com	
INSURED Labella Associates, P.C. 300 State Street Rochester, NY 14614		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 32603	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A 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 \$
A	Prof. Liability PollutionLiability			AEC-9017710-02	11/20/2017	11/20/2018	PER CLAIM 5,000,000 AGGREGATE 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE EVIDE-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mary Beth Rumble</i>



877.626.6606
WWW.LABELLAPC.COM



LABEASS-01

AKEEFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2018

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

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PRODUCER Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME:	
	PHONE (A/C, No, Ext): (585) 473-8000	FAX (A/C, No): (585) 340-1714
	E-MAIL ADDRESS: reception@paris-kirwan.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Company of CT	25682
INSURED LaBella Associates, PC & LaBella Associates, DPC 300 State Street - Suite 201 Rochester, NY 14614	INSURER B : Travelers Indemnity Company	25658
	INSURER C : Travelers Casualty Insurance Company of America	19046
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		6806H445191	11/07/2017	11/07/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA7A560634	11/07/2017	11/07/2018	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	X		CUP7A573887	11/07/2017	11/07/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Follow Form \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below N		N / A	UB8J0033927	11/07/2017	11/07/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip.			6807A554314	11/07/2017	11/07/2018	\$500 Ded. 50,000
A	Scheduled Equipment			6807A554314	11/07/2017	11/07/2018	Blanket Equipment 201,903

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Saratoga Springs, its Officers, or its Employees are named as Additional Insureds under General Liability on a primary and non-contributory basis.
City of Saratoga Springs, its Officers, or its Employees are named as Additional Insureds on the Auto and Umbrella policies.

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 <i>Lawrence Stanney</i>

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>LABELLA ASSOCIATES, D.P.C. 300 STATE STREET SUITE 201 ROCHESTER, NY 14614</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>585 402 7085</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>161115731</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of Saratoga Springs Office of Risk and Safety 474 Broadway Saratoga Springs, NY 12866</p>	<p>3a. Name of Insurance Carrier</p> <p>First Unum Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>223760</p> <p>3c. Policy effective period</p> <p style="text-align: center;">08/08/2018 to 08/08/2019</p>
<p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.</p> <p><input type="checkbox"/> B. Disability benefits only.</p> <p><input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.</p> <p><input type="checkbox"/> B. Only the following class or classes of employer's employees:</p> <p>_____</p> <p>_____</p>	
<p>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.</p>	
<p>Date Signed <u>8/8/2018</u> By <u><i>Roberta Brown</i></u> Digitally signed by rmbrown@unum.com (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier) Date: 2018.08.08 13:39:05 -04'00'</p>	
<p>Telephone Number <u>1-800-ASK-UNUM</u> Name and Title <u>Roberta Brown, DBL Specialist</u></p>	
<p>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.</p> <p>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.</p>	

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

<p>State of New York Workers' Compensation Board</p>	
<p>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.</p>	
<p>Date Signed _____ By _____ (Signature of Authorized NYS Workers' Compensation Board Employee)</p>	
<p>Telephone Number _____ Name and Title _____</p>	

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.**



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed 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 cancelled 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 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 Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) 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 employment as defined in this article, 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 the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. 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 disability benefits to any such employee if so employed.

(b) 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 employment as defined in this article and 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 the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



LABEL-1

OP ID: INT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2018

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 585-385-0428 Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble		CONTACT NAME: PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL ADDRESS: smiller@poole-ny.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Berkley Insurance Company	
		NAIC # 32603	
INSURED Labella Associates, D.P.C. LaBella Associates, P.C. 300 State Street, Suite 201 Rochester, NY 14614		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability PollutionLiability			AEC-9017710-02	11/20/2017	11/20/2018	PER CLAIM 5,000,000 AGGREGATE 5,000,000

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

Includes 30-day notice of cancellation.

CERTIFICATE HOLDER

CANCELLATION

CITYS19 City of Saratoga Springs Office of Risk and Safety 474 Broadway, City Hall Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

MAYOR'S OFFICE

CITY HALL

474 Broadway

Saratoga Springs, New York 12866

Telephone 518-587-3550 x 2520

Fax 518-587-1688

MEG KELLY

Mayor

LISA SHIELDS

Deputy Mayor

M LYNN BACHNER

Executive Assistant to the Mayor

Memo:

To: Commissioner John Franck

From: Deputy Mayor Lisa Shields:

Re: Award of bid – Natural Resource Inventory

Date: August 17, 2018

On behalf of the Mayor's Department and the Office of Planning & Economic Development, I hereby request that the award of bid to LaBella Associates for the Natural Resource Inventory be placed on your agenda for the August 21, 2018 City Council meeting.

Thank you,

Lisa Shields

Deputy Mayor

Natural Resource Inventory RFP 2018-03 Bid Results

	Total Bid	Purchasing	Risk and Safety
AKRF, Inc. Nina Peek, AICP 120 Defreest Drive, Room 104 Troy, NY 12180 npeek@akrf.com	\$40,000.00	Meets requirements.	City needs to be additional insured primary and non-contributory.
LaBella Associates, D. P. C. Robert Pepe 25 Delaware Ave. Delmar, NY 12054 bjohnston@labellapc.com	\$29,420.00	Meets requirements.	City needs to be additional insured primary and non-contributory.
CHA Consulting, Inc. Erin Crotty 3 Winners Circle Albany, NY 12205 ecrotty@chacompanies.com	\$97,000.00	Meets requirements.	City needs to be additional insured primary and non-contributory.

Department That Owns Award/Extension of Bid: Mayor

Project or Item Being Awarded: Natural Resource Inventory

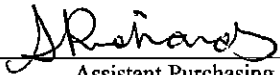
Item Being Extended: _____

Vendor Who Won the Bid: LaBella Associates

Budget Line Item: A3517024_54_788

Budget Line Item: _____

Assistant Purchasing Agent: Purchasing policy has X / has not _____ been followed in the selection of the winner of the bid or bid extension.


Assistant Purchasing Agent

8/17/18
Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended has _____ / has not _____ met all risk and insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.

Director of Risk and Safety

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.**

Zimbra

christina.carton@saratoga-springs.org

Re: Award of Bid-LaBella for Natural Resource Inventory: Help?!

From : Marilyn Rivers <marilyn.rivers@saratoga-springs.org>

Fri, Aug 17, 2018 09:36 AM

📎 1 attachment

Subject : Re: Award of Bid-LaBella for Natural Resource Inventory: Help?!

To : Lynn Bachner <m.lynn.bachner@saratoga-springs.org>

Cc : Lisa Ribis <lisa.ribis@saratoga-springs.org>, Stefanie Richards <stefanie.richards@saratoga-springs.org>, tina carton <tina.carton@saratoga-springs.org>, Maire Masterson <maire.masterson@saratoga-springs.org>

The Award of Bid is approved. Insurance documents are contained in the contract process in NOVUS.

Sent from my Verizon 4G LTE Droid

On Aug 17, 2018 9:33 AM, Lynn Bachner <m.lynn.bachner@saratoga-springs.org> wrote:

Now its my turn to ask for help:. Lisa Ribis requires an email from you (in lieu of your signature) in order to allow this Award of Bid onto the Agenda. There are other items dependent on this award of bid (contract, grant award) which I believe that you have already approved. Could I trouble you to review and AOK. Many thanks!

Sincerely,

Lynn

M. Lynn Bachner
Executive Assistant to the Mayor
Mayor's Office-Room 9
City Hall
474 Broadway
Saratoga Springs, NY 12866
518.587.3550 x2520

08/17/2018 09:33
u213

CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT LINE	DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND			
2018	08	162	08/21/2018	082118	082118	CONT BUA	082118	CONT	1	1	
1	A3517024	54788		PARKS OPEN SPACE	HIST PRES	CNATURAL	RESOURCE INVENTORY		.00	14,710.00	14,710.00
	A	-35-1-7020-4-54788	-				MATCHING PORTION OF GRANT	08/21/2018			
2	A3829999	59010		CONTINGENCY			CONTINGENCY		104,174.46	-14,710.00	89,464.46
	A	-38-2-9990-9-59010	-				MATCHING PORTION OF GRANT	08/21/2018			
							** JOURNAL TOTAL		0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: u213

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2018 8 162									
BUA A3517024-54788						NATURAL RESOURCE INVENTORY	5	14,710.00	
08/21/2018	082118CONT	082118	082118CONT			T MATCHING PORTION OF GRANT			
BUA A3829999-59010						CONTINGENCY	5		14,710.00
08/21/2018	082118CONT	082118	082118CONT			T MATCHING PORTION OF GRANT			
JOURNAL 2018/08/162 TOTAL								.00	.00

08/17/2018 09:33
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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

** END OF REPORT - Generated by Mike Sharp **

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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2018	08	181	08/21/2018	082118	082118BAP	BUA	082118BAP	1	2	
1	A124	44328		DPS	FEDERAL AID		DWI PATROL GRANT	-1,519.67	-510.96	-2,030.63
	A	-12-4-0000-0-44328	-				DWI CHECKPOINT REIMBURSE	08/21/2018		
2	A3143331	51960		STOP	DWI PS		OVERTIME	29,657.00	510.96	30,167.96
	A	-31-4-3311-1-51960	-				DWI CHECKPOINT REIMBURSE	08/21/2018		
							** JOURNAL TOTAL	0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	ACCOUNT	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2018	8	181	08/21/2018				
	A-1510						ESTIMATED REVENUES	510.96	
	A-2960						APPROPRIATIONS		510.96
							FUND TOTAL	510.96	510.96

** END OF REPORT - Generated by Mike Sharp **

08/17/2018 09:36
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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2018	08	163 08/21/2018	082118	082118BTP	BUA 082118BTP	1	1		
1	A3011214 54250		MAYOR CONTRACTED SERVICES	CONFERENCE REGISTRATION		697.50	1,039.00	1,736.50	
	A -30-1-1210-4-54250		-	NYCOM CONF REGISTRATION		08/21/2018			
2	A3113621 51191		BUILDING DEPARTMENT PS	ZONING AND BUILDING INSPECTOR		40,076.20	-381.32	39,694.88	
	A -31-1-3620-1-51191		-	NYCOM CONF REGISTRATION		08/21/2018			
3	A3113621 51193		BUILDING DEPARTMENT PS	ZONING AND BUILDING TECHNICIAN		19,825.15	-657.68	19,167.47	
	A -31-1-3620-1-51193		-	NYCOM CONF REGISTRATION		08/21/2018			
4	A3749081 51820		SICK LEAVE	POLICE 207C		48,933.70	7,490.36	56,424.06	
	A -37-4-9089-1-51820		-	DPS INJURED EMPLOYEE		08/21/2018			
5	A3143121 51630		POLICE DEPARTMENT PS	POLICE OFFICERS		2,711,480.06	-7,490.36	2,703,989.70	
	A -31-4-3120-1-51630		-	DPS INJURED EMPLOYEE		08/21/2018			
6	A3749081 51810		SICK LEAVE	FIRE 207A		10,000.00	7,880.10	17,880.10	
	A -37-4-9089-1-51810		-	DPS INJURED EMPLOYEE		08/21/2018			
7	A3143411 51730		FIRE DEPARTMENT PS	FIREFIGHTERS		3,341,191.00	-7,880.10	3,333,310.90	
	A -31-4-3410-1-51730		-	DPS INJURED EMPLOYEE		08/21/2018			
				** JOURNAL TOTAL			0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: u213

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2018 8 163									
BUA A3011214-54250	08/21/2018	082118BTP	082118	082118BTP		T CONFERENCE REGISTRATION	5	1,039.00	
BUA A3113621-51191	08/21/2018	082118BTP	082118	082118BTP		T NYCOM CONF REGISTRATION	5		381.32
BUA A3113621-51193	08/21/2018	082118BTP	082118	082118BTP		T ZONING AND BUILDING INSPECTOR	5		657.68
BUA A3749081-51820	08/21/2018	082118BTP	082118	082118BTP		T NYCOM CONF REGISTRATION	5		
BUA A3143121-51630	08/21/2018	082118BTP	082118	082118BTP		T POLICE 207C	5	7,490.36	
BUA A3749081-51810	08/21/2018	082118BTP	082118	082118BTP		T DPS INJURED EMPLOYEE	5		7,490.36
BUA A3143411-51730	08/21/2018	082118BTP	082118	082118BTP		T POLICE OFFICERS	5		
	08/21/2018	082118BTP	082118	082118BTP		T DPS INJURED EMPLOYEE	5	7,880.10	
	08/21/2018	082118BTP	082118	082118BTP		T FIRE 207A	5		
	08/21/2018	082118BTP	082118	082118BTP		T DPS INJURED EMPLOYEE	5		7,880.10
	08/21/2018	082118BTP	082118	082118BTP		T FIREFIGHTERS	5		
	08/21/2018	082118BTP	082118	082118BTP		T DPS INJURED EMPLOYEE	5		
JOURNAL 2018/08/163 TOTAL								.00	.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

** END OF REPORT - Generated by Mike Sharp **

AN ORDINANCE TO AMEND CHAPTER 201 OF THE CODE
OF THE CITY OF SARATOGA SPRINGS, NEW YORK, ENTITLED
"STREET NAMING AND NUMBERING"

BE IT ORDAINED, by the City Council of the City of Saratoga Springs, New York, after a public hearing, as follows:

SECTION 1: Chapter 201 of the Code of the City of Saratoga Springs, New York, entitled "Street Naming and Numbering" is hereby amended to read (new material underlined, old material in brackets)"

CHAPTER 201
STREET NAMING AND NUMBERING

ARTICLE I
STREET NAMES

201-1 ADOPTION OF STREET NAMES

The City Council hereby adopts the official list of street names for all streets within the City. The list is set forth in Appendix A at the end of this chapter. The addition of new street names, the deletion of existing street names, and changes in street names may be made by resolution of the City Council. Any such additions, deletions, or changes shall require a public hearing prior to action by the City Council.

ARTICLE II
STREET ADDRESS NUMBERING

201-2 AUTHORITY OF [CITY ENGINEER] COMMISSIONER OF PUBLIC WORKS

A. The [City Engineer] Commissioner of Public Works is hereby designated to establish and assign address numbers for all properties in the City and to assign street number ranges for all streets within the City

B. The [City Engineer] Commissioner of Public Works shall establish and communicate procedures for the assignment of address numbers and street number ranges, procedures for the prompt notification of all property owners affected by the establishment or amendment of any address number or street number ranges, and procedures for the prompt notification of all agencies providing services that require knowledge of address numbers and street number ranges, including but not limited to the [Deputy Mayor and Deputy Commissioners] members of the City Council, Deputy Mayor and Deputy Commissioners, the United States Postal Services, and Saratoga County Emergency Services. The notification procedures established by the [City Engineer] Commissioner of Public Works shall be reviewed and approved by the City Council and provided to the Deputy Mayor, Deputy Commissioners, United States Postal services and Saratoga County Emergency Services.

C. The [City Engineer] Office of the City Engineer, under the direction of the Commissioner of Public Works, shall make and keep a current public record of all assigned numbers and street number ranges in the City as well as maintain a record of procedures outlined in Subsections A and B above, which will be available to the public for review.

D. The [City Engineer] Office of the City Engineer, under the direction of the Commissioner of Public Works, shall review any proposal, application, petition or request for relief which shall involve the creation of any address number or street numbers, or the renumbering of any address number or street number range.

201-3 DISPLAY OF ASSIGNED NUMBERS

A. It shall be the responsibility of each person, partnership, corporation or legal entity who owns property in the City of Saratoga Springs to display proper address numbers as assigned by the [City Engineer] Commissioner of Public Works. Address numbers shall be displayed on each property where a building or structure exists, and such numbers shall be affixed to the building or structure in a manner so as to be visible and readable from the street and located near the main entry. In addition, if such numbers cannot be read from the street, they shall also be displayed on both sides of a post or mailbox located within 15 feet of the driveway or entrance. Numbers shall be at least four inches square with a minimum stroke width of 0.5 inch and shall be placed not less than four feet above ground. These numbers shall be Arabic Numerals.

B. Each property owner described in Subsection A above shall display such numbers, or cause them to be displayed, within 10 days after notification by the [City Engineer] Commissioner of Public Works.

201-4 PENALTIES FOR OFFENSES

A. It shall be unlawful for any property owner to fail to display address numbers in accordance with this chapter.

B. Any property owner, upon conviction of a violation of this Chapter, shall be subject to the penalties set forth in Chapter 1, General Provisions, Article III of this Code.

201-5 ENFORCEMENT

A. It shall be the duty of the Code Enforcement [Administrators] Officers, under the direction of the Commissioner of Public Safety, to enforce the provisions of this chapter.

B. In addition to and not in limitation of any power otherwise granted by law, Code Enforcement [Administrators] Officers are hereby authorized to issue appearance tickets for violations of this chapter.

(Appendix A, attachment 1, Official List of Streets, is unchanged.)

ADOPTED:



95 Hudson River Road, Waterford NY 12188
TEL: 518.326.8480 * FAX: 518.326-8435
www.bpimechanicalservice.com

INVOICE

INVOICE #: 10867
INVOICE DATE: 7/20/2018
PO#:
WO#:
CUST #: CITSAR

TO: Saratoga, City of
474 Broadway, Rm 10
Saratoga Springs, NY 12866

JOB: 18-SRVWO
13528
Canfield Casino
1 E Congress St.
Saratoga Springs, NY 12866

Price per attached quote to replace liquid line solenoid valve at Canfield Casino to repair
chiller AC, based on scope of work equal to \$2,514.00.

\$ 2,514.00

Due Date 08/19/2018

SUBTOTAL	RETAINAGE	TAX RATE	TAX AMOUNT	INVOICE TOTAL
\$2,514.00	\$0.00	7.00 %	\$0.00	\$2,514.00

TERMS AND CONDITIONS: This invoice will be considered correct unless notification is received within 30 days from date. Invoices not paid within 30 days will be considered past due. A
FINANCE CHARGE of one and one half percent (1.5%) per month thereafter will be charged on the unpaid balance for an annual percentage rate of eighteen
percent (18%). In case of non-payment, cost of collection including reasonable attorney's fee will be charged.



95 Hudson River Road, Waterford NY 12188
TEL: 518.326.8450 * FAX: 518.326-8435
www.bpimechanicalservice.com

INVOICE

INVOICE #: 10074
INVOICE DATE: 1/18/2018
PO#:
WO#:
CUST #: CITSAR

TO: Saratoga, City of
474 Broadway, Rm 10
Saratoga Springs, NY 12866

JOB: 18-13123
Vernon Rink-Comp Low on Cha
Vernon Ice Rink
30 Welbel Avenue
Saratoga Springs, NY 12866

Description	Hrs/Qty	Rate	Amount
Found the Vernon chiller low on refrigerant. Added 80 lbs of refrigerant and left cooling.			
Labor OT-Holcomb, Jared (1/4/18)	2.00	121.00 \$	242.00
R-134A Refrigerant	60.00	30.83 \$	1,849.80
Subtotal \$			2,091.80

70.00 Credit

\$ 2021.80

Due Date 02/17/2018

SUBTOTAL	TAX RATE	TAX AMOUNT	INVOICE TOTAL
\$2,091.80	7.00 %	\$0.00	\$2,091.80

TERMS AND CONDITIONS: This invoice will be considered correct unless notification is received within 5 days from date. Invoices not paid within 30 days will be considered past due. A FINANCE CHARGE of one and one half percent (1.5%) per month thereafter will be charged on the unpaid balance for an annual percentage rate of eighteen percent. (18%) in case of non-payment, cost of collection including reasonable attorney's fee will be charged.



95 Hudson River Road, Waterford NY 12188
TEL: 518.326.8450 * FAX: 518.326-8435
www.bpimechanicalservice.com

INVOICE

INVOICE #: 10074-CR
INVOICE DATE: 3/26/2018
PO#:
WO#:
CUST #: CITSAR

TO: Saratoga, City of
474 Broadway, Rm 10
Saratoga Springs, NY 12866

JOB: 18-13123
Vernon Ice Rink
30 Wetzel Ave.
Saratoga Springs, NY 12866

CM to offset charges for labor on Inv#10074. Customer did not want to be responsible for paying for overtime.

\$-70.00

Due Date 04/25/2018

SUBTOTAL	RETAINAGE	TAX RATE	TAX AMOUNT	INVOICE TOTAL
\$-70.00	\$0.00	7.00 %	\$0.00	\$-70.00

TERMS AND CONDITIONS: This invoice will be considered correct unless notification is received within 5 days from date. Invoices not paid within 30 days will be considered past due. A FINANCE CHARGE of one and one half percent (1.5%) per month thereafter will be charged on the unpaid balance for an annual percentage rate of eighteen percent. (18%) In case of non-payment, cost of collection including reasonable attorney's fee will be charged.



ACCOUNT #: 19018

PLANT LOCATION
Brook Road
Saratoga Springs, NY
PHONE
OFFICE - (518) 584-2421
FAX - (518) 584-4382

INVOICE:	187140
PAGE:	1
DATE:	06/23/18
TERMS:	Net 30 Days

City of Saratoga Springs
5 Lake Avenue
Saratoga Springs, NY 12866

Ticket	Date	PO	Order	Product	Qty	Material Rate	Material Amount	Freight Rate	Freight Amount	Fee Amount	Tax Amount	Total
3179038	06/20/18	Congress P:		4000F PSI Concrete	1.50	104.50	\$156.75	10.00	\$10.00	0.00	0.00	\$166.75
3179038	05/20/18	Congress P:		Short Load Chg. 1.99 -	1.00	125.00	\$125.00	0.00	\$0.00	0.00	0.00	\$125.00
Subtotals:				Short Load Chg. 1.99 -	2.50	125.00	281.75					
								10.00	0.00	0.00		281.75
3179128	06/22/18	marlan		4500F psl Concrete	4.00	108.25	\$433.00	10.00	\$10.00	0.00	0.00	\$443.00
3179128	06/22/18	marlan		Short Load Chg. 4 - 5.9	1.00	95.00	\$95.00	0.00	\$0.00	0.00	0.00	\$95.00
Subtotals:				Short Load Chg. 4 - 5.9	5.00	95.00	528.00					
								10.00	0.00	0.00		538.00
3179098	08/21/18	Marlon Plac		3000C psl Concrete	10.00	97.25	\$972.50	10.00	\$10.00	0.00	0.00	\$982.50
Subtotals:				3000C psl Concrete	10.00	97.25	972.50					
								10.00	0.00	0.00		982.50
Invoice Total						***	\$1,782.25	\$30.00	0.00	\$0.00		\$1,812.25

Total Material \$1,782.25
Total Freight \$30.00
Total Other Charge \$0.00
Total Fuel Surcharge \$0.00
Subtotal \$1,812.25
Tax \$0.00
Total Amount \$1,812.25

PLEASE RETURN THIS STUB PORTION
WITH YOUR REMITTANCE



*Thank
You*

CUST. NAME City of Saratoga Springs
CUST. ACCT.# 19018
INVOICE # 187140
INVOICE DATE 06/23/18 12:00:00AM
INVOICE AMOUNT \$ 1,812.25



ACCOUNT #: 19018

PLANT LOCATION
13 Oak Road
Saratoga Springs, NY
PHONE
OFFICE: 518/584-2421
FAX: (518) 584-4382

INVOICE:	186867
PAGE:	1
DATE:	06/16/18
TERMS:	Net 30 Days

City of Saratoga Springs
5 Lake Avenue
Saratoga Springs, NY 12866

Ticket	Date	PO	Order	Product	Qty	Material Rate	Material Amount	Freight Rate	Freight Amount	Fee Amount	Tax Amount	Total
3178901	06/15/18	Marion Plac		4500F psi Concrete	5.00	108.25	\$541.25	10.00	\$10.00	0.00	0.00	\$551.25
3178901	06/15/18	Marion Plac		Short Load Chg. 4 - 5.9	1.00	95.00	\$95.00	0.00	\$0.00	0.00	0.00	\$95.00
Subtotals:				Short Load Chg. 4 - 5.9	6.00	95.00	636.25					
									10.00	0.00	0.00	646.25
3178716	06/11/18	Marion Plac		3000C psi Concrete	5.00	97.25	\$486.25	10.00	\$10.00	0.00	0.00	\$496.25
3178716	06/11/18	Marion Plac		Short Load Chg. 4 - 5.9	1.00	95.00	\$95.00	0.00	\$0.00	0.00	0.00	\$95.00
Subtotals:				Short Load Chg. 4 - 5.9	6.00	95.00	581.25					
									10.00	0.00	0.00	591.25
3178770	06/12/18	Marion Plac		3000C psi Concrete	5.00	97.25	\$486.25	10.00	\$10.00	0.00	0.00	\$496.25
3178770	06/12/18	Marion Plac		Short Load Chg. 4 - 5.9	1.00	95.00	\$95.00	0.00	\$0.00	0.00	0.00	\$95.00
Subtotals:				Short Load Chg. 4 - 5.9	6.00	95.00	581.25					
									10.00	0.00	0.00	591.25
3178844	06/14/18	Marion Plac		3000C psi Concrete	3.00	97.25	\$291.75	10.00	\$10.00	0.00	0.00	\$301.75
3178844	06/14/18	Marion Plac		Short Load Chg. 1.99 -	1.00	125.00	\$125.00	0.00	\$0.00	0.00	0.00	\$125.00
Subtotals:				Short Load Chg. 1.99 -	4.00	125.00	416.75					
									10.00	0.00	0.00	426.75

PLEASE RETURN THIS STUB PORTION
WITH YOUR REMITTANCE



*Thank
You*

CUST. NAME	City of Saratoga Springs
CUST. ACCT.#	19018
INVOICE #	186867
INVOICE DATE	06/16/18 12:00:00AM
INVOICE AMOUNT	\$ 2,255.50



ACCOUNT #: 19018

PLANT LOCATION
Brook Road
Saratoga Springs, NY
PHONE
OFFICE - (518) 584-2421
FAX - (518) 584-4382

INVOICE:	186867
PAGE:	2
DATE:	06/16/18
TERMS:	Net 30 Days

City of Saratoga Springs
5 Lake Avenue
Saratoga Springs, NY 12866

Invoice Total	***	\$2,215.50	\$40.00	0.00	\$0.00	\$2,255.50
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Total Material	\$2,215.50
Total Freight	\$40.00
Total Other Charge	\$0.00
Total Fuel Surcharge	\$0.00
Subtotal	\$2,255.50
Tax	\$0.00
Total Amount	\$2,255.50

PLEASE RETURN THIS STUB PORTION
WITH YOUR REMITTANCE



*Thank
You*

CUST. NAME	City of Saratoga Springs
CUST. ACCT.#	19018
INVOICE #	186867
INVOICE DATE	06/16/18 12:00:00AM
INVOICE AMOUNT	\$ 2,255.50

PROPERTY ACCESS AGREEMENT

This Property Access Agreement ("Agreement"), made this ____ day of _____ 2018, by and between **CITY OF SARATOGA SPRINGS, NEW YORK** (hereinafter referred to as "Owner" or "City"), a municipal corporation with offices at City Hall, 474 Broadway, Saratoga Springs, New York 12866 and **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID** ("National Grid"), a New York corporation, with principal offices at 300 Erie Boulevard West, Syracuse, New York 13202. Owner and National Grid are collectively referred to as the "Parties" or each individually as a "Party."

The Parties agree to the following terms and conditions:

A. APPROVED ACTIVITIES

National Grid may access property owned by Owner known as the Old Red Spring Area, s/o Excelsior Avenue, n/o High Rock Avenue, Saratoga Springs, New York 12866, Tax Map ID# 166.37-1-2 (the "Property"), to implement a remediation program at the Saratoga Springs Superfund Site, Operable Unit 2 Project Area ("OU-2"), pursuant to a Consent Decree ("Consent Decree") dated October 2014, administered by the United States Environmental Protection Agency ("EPA"). National Grid's scope-of-work at the Property consists of remedial activities, including soil excavation, in-situ soil solidification/stabilization, subsurface mat and barrier wall installation, and retrofitting or replacement of the Old Red Spring water well pursuant to a Remedial Design approved by the EPA on September 28, 2017 and finalized on January 23, 2018 (collectively the "Approved Activities").

The Owner shall be notified of all preconstruction and construction meetings related to the Approved Activities, and at Owner's discretion, Owner or a representative of Owner may attend.

B. RESTORATION

Upon completion of the Approved Activities, National Grid, at its sole cost and expense, shall repair any damage it may have caused to the Property, restore the Property to its Original Condition, and leave it in a clean, orderly condition as reasonably required by Owner. Original Condition shall be defined as the condition of the Property at the time of entry and commencement of Approved Activities under this Agreement.

C. TERM OF ACCESS and ACCESS FEE

The Approved Activities on the Property are granted from the date first written above through and including June 30, 2019, or upon written notice by the EPA or the New York State Department of Environmental Conservation ("DEC") to cease the Approved Activities, whichever shall first occur. National Grid shall provide Owner with seven (7) days' notice prior to commencing the Approved Activities.

National Grid agrees to pay Owner a one-time sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) for facilitating access to onto the Property and other structures

necessary for National Grid to perform the Approved Activities at the Property, and for Owner's representative attendance at preconstruction and construction coordination meetings, review of meeting minutes and work change directives, and coordination and cooperation necessary for National Grid to perform the Approved Activities during the term of this Agreement.

D. HOLD HARMLESS and INSURANCE

Throughout the term of this Agreement, National Grid and its contractors shall maintain the following insurance policies: (i) Commercial General Liability of One Million (\$1,000,000) Dollars per Occurrence with a Two Million (\$2,000,000) Dollar Aggregate including completed operations; (ii) commercial automobile insurance policy of not less than One Million (\$1,000,000) Dollars including coverage for owned, hired and non-owned vehicles; (iii) an umbrella policy covering protection in an amount not less than Five Million (\$5,000,000) Dollars combined single limit coverage for injury, death and property damage arising out of any one occurrence; (iv) Pollution Liability Insurance in an amount not less than Five Million (\$5,000,000) Dollars; and (v) NYS Statutory workers compensation and employers liability insurance as required by law. Prior to commencement of the Approved Activities, certificates of insurance from National Grid and National Grid's contractors, that will perform activities on the Property pursuant to this Agreement, shall be furnished to Owner. Owner shall be named as additional insured on a primary and non-contributory basis on all insurance policies required under this Agreement. National Grid retains the right to self-insure its coverages and, in such event, National Grid may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance certificates issued by insurance companies. Insurance as specified herein must be maintained at all times during the term of this Agreement.

It shall be an affirmative obligation of National Grid 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 ten (10) 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. National Grid 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. National Grid shall 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 the Approved Activities 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 National Grid utilizes a contractor or subcontractor for any portion of the Approved Activities, the contractor and subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by National Grid. All insurance required of the contractor and subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed related to the Approved Activities.

National Grid 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, reasonable attorneys' fees), arising out of or resulting from the performance of the Approved Activities 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 National Grid, its employees, contractors and subcontractors or anyone for whom National Grid is legally liable. 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 negligent acts by National Grid, as aforesaid.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever National Grid and its contractors or subcontractors are proceeding in a manner that threatens the life, health or safety of any of National Grid's employees, contractor's employees or 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 National Grid or its contractors and subcontractors. If the City of Saratoga Springs exercises its rights pursuant to this part, National Grid shall be given three (3) days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the work related to the Approved Activities cannot be suspended for three (3) days due to the City of Saratoga Springs' legal obligation to the public or need for completion of National Grid's work or portion thereof. In such case, the City agrees to reasonably coordinate with National Grid and National Grid shall make every effort to cure the defect. If National Grid fails to cure the identified defect(s) within a reasonable period of time, the City of Saratoga Springs shall have the right to immediately terminate this Agreement.

E. COMMUNICATIONS

All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by e-mail, by facsimile or by hand delivery.

Communications from National Grid to Owner shall be sent to:

Name: Timothy Wales
City Engineer
City of Saratoga Springs
474 Broadway
Saratoga Springs, New York 12866
Telephone: 518-587-3550 x2621
E-mail: tim.wales@saratoga-springs.org

And

Name: Marilyn Rivers, CPCU ARM AIC
Director of Risk and Safety
City of Saratoga Springs
474 Broadway
Saratoga Springs, New York 12866
Telephone: 518-587-3550 x2612
E-mail: marilyn.rivers@saratoga-springs.org

Communications from Owner to National Grid shall be sent to:

Garry Cummins
Project Manager
National Grid
300 Erie Boulevard West
Syracuse, New York 13202
Telephone: (315) 428-6073
E-mail: gerald.cummins@nationalgrid.com

and

Joseph S. Giordano
Program Manager
National Grid – Legal Dept.
175 East Old Country Road
Hicksville, NY 11801
Telephone: (516) 545-4790
E-mail: joseph.giordano@nationalgrid.com

F. CONFIDENTIALITY

Each Party hereby acknowledges and agrees that this Agreement and the terms and conditions herein shall be kept confidential by each Party and their respective representatives, subsidiaries, affiliates, agents, employees, suppliers, contractors, lenders, outside counsel and other professionals and shall not, unless required by law, without the prior written consent by an authorized representative of the other Party in each instance, be disclosed by either such Party and by such Party's representatives, subsidiaries, affiliates, agents, employees, suppliers, contractors, lenders, outside counsel and other professionals in any manner whatsoever in whole or in part. Notwithstanding the above obligations, National Grid is permitted to disclose the Approved Activities and this Agreement to appropriate regulatory agencies, including but not limited to the New York State Public Service Commission, and New York State Department of Environmental Conservation, National Grid's insurers and their legal counsel as deemed necessary by National Grid.

G. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, fully enforceable counterpart for all purposes hereof, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

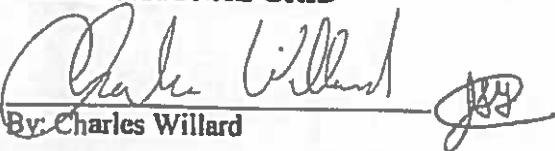
CITY OF SARATOGA SPRINGS, NEW YORK

By:

Title: Mayor

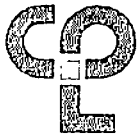
The person(s) signing this Agreement has represented to National Grid that he or she is the Owner or has the authority to act on behalf of the Owner, and National Grid is relying on this representation.

**NIAGARA MOHAWK POWER CORPORATION
D/B/A NATIONAL GRID**


By: Charles Willard

Title: Authorized Representative

PCDOC#406644v1



**Clark
Patterson
Lee**

August 10, 2018

Mr. Anthony Scirocco
Commissioner of Public Works
City of Saratoga Springs
City Hall – 5 Lake Avenue
Saratoga Springs, NY 12866

**RE: East Side Drainage Improvements Project – Phases 4 & 5
Design, Bidding & Construction Administration Services**

Dear Mr. Scirocco:

In accordance with our discussions, we are pleased to submit a proposal for design services related to the East Side Drainage Improvements Project. We are well positioned to provide these design services following the completion of the Engineering Study that we have performed for the City of Saratoga Springs.

SCOPE OF SERVICES

CPL's Engineering Study for the East Side Drainage Improvements Project identified the contributing factors to drainage problems within the study area; and we have recommended a mitigation plan that involves five construction phases. Based on the proposed project as described in the Engineering Study, we propose the following Scope of Services for the design, bidding and construction administration of the project:

Design Tasks

Survey and Mapping: Clark Patterson Lee has completed field topographical survey and base mapping suitable for the design of the proposed improvements. This work was completed as part of the study phase of the project. Available utility information has been obtained from available utility records and field survey and plotted on the base mapping. We will coordinate with the City to obtain any additional information that is needed.

We do not anticipate the need for property survey as part of the project. Highway rights-of-way will be plotted based on record information available from the City. It is anticipated that no easements will be required.

Preliminary Design: CPL has completed a phasing analysis for the proposed improvements as part of the study phase of the project. We will complete preliminary design tasks for the proposed construction of stormwater, drainage and grading improvements. Preliminary Design is anticipated to include 30% progress submission for review by the City.

We will coordinate and witness the completion of test pits as necessary for design. We assume that the City's Public Works Department will provide manpower and equipment required to dig the test pits.

**ARCHITECTURE
ENGINEERING
PLANNING**



Permitting: We will guide the City through the State Environmental Quality Review (SEQR) process and prepare a SEQR Short Environmental Assessment Form for an uncoordinated review.

We will prepare all necessary permit applications required by federal, state, and local regulations, including all required supporting documentation. We assume that the City will be responsible for any required permit fees.

Final Design: CPL will work closely with the City and staff to ensure that all portions of the project meet the needs and expectations of the City and that the project objectives are met. We will provide the required plans, technical specifications, and contract documents to the level of detail required for the construction of the recommended project improvements.

Contract documents will conform to the City's standards for construction contracts. All drawings will be prepared using CADD. Project cost estimates for the work will be prepared and provided. Final design is anticipated to include 60% and 95% progress submissions for review by the City.

Bidding

CPL will assist the City with the bidding phases of the project. We will prepare the required plans, specifications and contract documents to be issued to prospective bidders. It is assumed that the City will distribute the documents to prospective bidders via electronic format.

During the bidding period, we will assist with administrative matters related to the bidding process as necessary, including responding to bidders' questions as appropriate and issuance of any addenda required for the interpretation and clarification of bidding documents.

We will review all bids for compliance with bid requirements and mathematical correctness, prepare bid tabulations, investigate the bidders' qualifications, and prepare written recommendations for the award of contracts.

Construction Administration

CPL will perform all tasks regarding the review and approval of shop drawings.

We will coordinate a preconstruction conference and prepare a detailed agenda for the conference. We will schedule and conduct progress meetings as required including preparation of agendas and meeting summaries.

We will review the contractor Payment Applications and will recommend payments to the contractors based on our onsite observations. Our recommendation will serve as certification that the work has been completed in substantial conformance with the contract requirements.

CPL will prepare design clarifications and permit modifications which may become necessary. We will prepare and administer required modifications and change orders, including assistance



Mr. Anthony Scirocco
City of Saratoga Springs
August 10, 2018
Page 3 of 4

to the City in the negotiation of costs related to any extra or additional work which may become necessary.

A final inspection will be made with representatives from the City to determine conformance with the contract documents, and to ensure that all of the City's concerns have been addressed. We will then certify that all construction work has been completed in accordance with the contract documents, and that it is appropriate to make final payment on the contract.

Based on acceptable as-built drawings from the contractor, we will prepare a set of reproducible Record Drawings showing the as-built conditions of the project.

NYSDEC Stormwater Pollution Prevention Plan (SWPPP)

As the project will disturb over one acre (regardless of phasing) a Stormwater Pollution Prevention Plan (SWPPP) may be required to gain coverage under the State Pollutant Discharge Elimination System (SPDES) General Permit for Construction Activities (GP-0-15-002). This document would be prepared in accordance with the permit and a Notice of Intent (NOI) would be filed with the New York State Department of Environmental Conservation (NYSDEC) to gain coverage. If required, CPL will submit a supplemental fee proposal to the City for preparation of the SWPPP.

COST PROPOSAL

Clark Patterson Lee will provide the Scope of Services described above in accordance with the following Lump Sum Fee Schedule.

	<u>Design</u>	<u>Bidding</u>	<u>Const. Admin.</u>	<u>TOTAL</u>
Phase 4	\$42,000	\$2,500	\$4,500	\$49,000
Phase 5	\$27,200	\$1,600	\$3,200	\$32,000
TOTAL	\$69,200	\$4,100	\$7,700	\$81,000

WORK SCOPE EXCLUDES:

- Geotechnical investigations.
- Direct reimbursable expenses.
- On-site inspection by a Resident Engineer to continuously monitor and maintain daily records of the construction and the Contractor's compliance with the Contract Documents.
- Stormwater Pollution Prevention Plan (SWPPP) Preparation
- Special Inspections, including SWPPP Inspections.



Mr. Anthony Scirocco
City of Saratoga Springs
August 10, 2018
Page 4 of 4

PROJECT SCHEDULE

CPL is ready to start on this assignment immediately upon notice to proceed. We anticipate construction to start in the spring of 2019 and will progress our design schedule accordingly.

We look forward to the opportunity to continue working with you on this project, and we ultimately look forward to seeing you realize your vision for a successful outcome. Please contact us me at (518) 915-7444 or msmullen@cplteam.com if you have any questions or require additional information.

Very truly yours,

CPL

A handwritten signature in black ink, appearing to read "Matthew T. Smullen".

Matthew T. Smullen, P.E.
Principal

ACCEPTANCE

Proposal Agreed to By:

Signature: _____
City of Saratoga Springs

Date: _____

**Agreement Addendum Two
Between City of Saratoga Springs, NY
and Clark Patterson Lee
Original Contract December 1, 2015
East Side Drainage Improvements Project**

This Addendum Two, between Clark Patterson Lee with offices at 205 St Paul St, Suite 500, Rochester, NY ("Service Provider") and the City of Saratoga Springs ("City"), 474 Broadway, Saratoga Springs, NY 12866 entered into between the above referenced parties on the effective date of August 21, 2018 is hereby added to the original Agreement December 1, 2015 and added to Addendum One dated December 6, 2016. The original Agreement had a total contract sum of Thirty-Six Thousand Four Hundred Dollars (\$36,400.00) and Addendum One had a total contract sum of Eighty-Four Thousand Dollars (\$84,000.00).

Additional Services Provided: Consultant shall provide additional professional services for the East Side Drainage Improvement Project including Project Design, meetings, bidding and Construction Administration services for the Project. These services are described in the engineering proposal dated August 10, 2018, for a total of Eight One Thousand Dollars (\$81,000.00), a copy of which is hereto attached. The Consultant represents that the company providing this service is qualified to perform the type and scope of work to be done.

Accordingly, This Agreement Addendum Two brings the Total Authorized Contract Amount to Two Hundred One Thousand Four Hundred Dollars (\$201,400.00).

The City's Vendor Service Agreement shall become a part of the original agreement and this Agreement Addendum. All other terms and conditions of the original Agreement remain the same.

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

CITY:

Signature: _____

Date: _____

Print Name: _____

Title: _____

City Council Approval Date: _____

SERVICE PROVIDER:

Signature: Matthew T. Smullen

Date: 8/16/2018

Print Name: Matthew T. Smullen

Title: Principal

Request for Certification of Sufficient Funds

Submittal Date: 8/16/2018

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: Clark Patterson Lee

Project:

East Side Storm Drainage Project, Ph 1
Design, Bid and CA for Ph 4&5

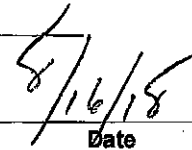
Appropriation - Current Budget Expense Org/Object/Proj(s): H3638 142 52000 1138

Amount Requested for Approval \$81,000.00
Current Amount Available: \$100,216.36

Transfer/Amendment Pending:

Transfer/Amendment Date


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.


Commissioner of Finance


Approval Date

**AGREEMENT BETWEEN
CITY OF SARATOGA SPRINGS, NY
AND
CLARK PATTERSON LEE**

This Agreement ("Agreement") is made by and between the **City of Saratoga Springs, NY** (the "City") with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and **Clark Patterson Lee** (the "Consultant") with a place of business at 30 Century Hill Drive, Latham, NY 12110.

WITNESSETH THAT:

WHEREAS, the City has requested a quotation for RFP# 2015-30 East Side Drainage Improvements Project and the Consultant has submitted a proposal in response to this RFP; and the Consultant is trained and proficient in the field of Civil Engineering;

NOW, THEREFORE, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and the Consultant hereby agree as follows:

1. SCOPE OF AGREEMENT

In response to a request for a pricing proposal requested by the City for the East Side Drainage Improvements Project, the Consultant submitted a proposal dated November 12, 2015 (the "Proposal"), which is attached hereto as Exhibit A. The Consultant shall provide to the City the products and services set forth therein. The Consultant assumes full responsibility for the provision of the products and services made available in this Agreement. The Consultant shall be so liable even when the Consultant subcontracts the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City.

2. CONSULTANT RESPONSIBILITIES

The Consultant shall provide services as outlined in the proposal dated November 12, 2015 as marked.

3. CONSULTANT DISCLOSURE

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Agreement.

4. FEES

The costs, fees and disbursements associated with the provision of products and services by the Consultant shall be determined in accordance with the terms and provisions of Exhibit A not to exceed \$31,700, a copy of which is annexed hereto and made a part hereof. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

5. TERM

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. The Consultant 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 Consultant at least ten (10) days prior to such termination date.

The City reserves the right to terminate this Agreement in the event it is found that either of the certifications filed by the Consultant in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Consultant in accordance with the provisions of Section 8 herein.

The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to the Consultant for products delivered and services rendered by the Consultant pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, the Consultant shall only be entitled to compensation for products delivered and services rendered up to the date of termination.

In addition, in the event of any violation by the Consultant of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to the Consultant for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by the Consultant will result in immediate and

irreparable injury to the City and will authorize recourse to injunction and/or other specific performance as well as to all other legal or equitable remedies to which the City may be entitled.

6. EFFECTIVE DATE

This Agreement shall have no force and effect until approved by the City Council of the City of Saratoga Springs, NY.

7. BILLING

The Consultant shall provide itemized statements monthly to be reviewed and approved by the City. Invoices must be submitted to: City of Saratoga Springs, NY, Attn. Timothy Wales, City Engineer, City Hall, 474 Broadway, Saratoga Springs, NY 12866. Payment by the City will be made in accordance with the State Finance Law, upon receipt of such statements and upon approval by the City. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

8. NOTICE

The City Engineer is the project manager and shall represent the City in all matters affecting the delivery of products and services. The project manager for the Consultant is Matthew T. Smullen, PE.

Any notice, request, demand, or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Commissioner of Public Works
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

With a copy to: Secretary to the City Council
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

To Consultant: Matthew T. Smullen, Principal
Clark Patterson Lee
Suite 104
Latham, NY 12110

Either party may designate another or further address by notice given in accordance herewith.

9. CONFIDENTIAL INFORMATION

In connection with the provision of products and/or services to the City by Consultant, the City may disclose to Consultant information that is proprietary or confidential information. Any and all City communications, records, documents, written, oral or electronic communication or other information of any kind shall be deemed and treated as confidential by the Consultant. The Consultant shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the City. The Consultant agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the Consultant, (ii) is or becomes available to the Consultant on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within the Consultant's possession prior to its being furnished to the Consultant by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, court order or other similar legal process. In such cases the Consultant shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by the Consultant from the City shall be returned to the City and have the status of City work papers (or, with the City's written permission, shall be destroyed and such destruction certified in writing to the City by an authorized Consultant representative supervising such destruction). Except as set forth herein, no confidential information shall be

retained by the Consultant. The Consultant shall be permitted to retain one copy of internal memoranda and other documents, developed by the Consultant during the term of this Agreement, which contain or refer to confidential information, subject to the confidentiality provisions of this paragraph.

Nothing in this section shall be construed to alter the Consultant's responsibilities under any applicable State Law. Since monetary damages may not be a sufficient remedy with respect to any violation of this section, the City shall be entitled to specific performance and injunctive relief, in addition to any other remedy.

10. CITY PROPERTY

All information and materials received hereunder by the Consultant from the City are and shall remain the sole and exclusive property of the City and the Consultant 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 Consultant. All intellectual property, created by the Consultant hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. The Consultant hereby transfers and assigns to the City all proprietary and intellectual property rights in such property.

Effective upon their creation pursuant to Section 2 of this Agreement, the Consultant 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 Consultant 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 Consultant, its agents, employees, or subcontractors. Nothing herein shall preclude the Consultant from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Consultant's business.

The Consultant 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 Consultant under this Agreement. Any written reports, opinions and advice rendered by the Consultant shall become the sole and exclusive property of the City, and the Consultant 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 Consultant.

11. RETENTION OF RECORDS

The Consultant 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 Consultant 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.

12. CONFLICTS OF INTEREST

The Consultant represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

13. PUBLICITY

The Consultant shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Agreement or performance hereunder. Public notice or announcement includes, but is not limited to, notices published on or in connection with the Consultant's website. The Consultant shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Agreement, or work performed pursuant to it, without the City's prior written approval. The Consultant shall not make public or publicize its relation with the City, nor use the City's name, without the City's prior written approval.

14. RELATIONSHIP

No staff member, officer, director or person employed by the Consultant in connection with this Agreement shall be considered or deemed to be an employee of the City of Saratoga Springs, NY or represent him or herself as an employee of the City of Saratoga Springs, NY.

15. INSURANCE

All insurance policies required under this Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and for the Consultant. Said policies shall be effective until all work required or contemplated by the Agreement has been completed. Policies expiring on a fixed date before completion of the Consultant's duties under this Agreement must be renewed not less than 30 days before

such expiration date. No policy shall be changed by endorsement without the knowledge and the written consent of the City and, in particular, any notice of cancellation by the insurer shall not be effective until 30 days after the said notice is actually received by the City. Any notice addressed to the City shall be mailed via certified or registered mail to the address set forth herein. The Consultant acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the City.

In the event the Consultant 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 Consultant. 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.

Before commencing work under this Agreement, the Consultant shall furnish to the City a certificate of insurance naming: the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees as an additional insured on a primary and non-contributory basis. 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 City. Such certificate shall be on forms acceptable to the City's Office of Risk and Safety Management showing that the Consultant has complied with these requirements. In addition, for policies expiring on a fixed date before completion of the Project, certificates showing renewal must be filed not less than 30 days before such expiration date.

It shall be an affirmative obligation of the Consultant to advise the City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers@Saratoga-Springs.org or mail via 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 shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed in Part II 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 / 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: immediate termination of the contract; withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); 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.

Required Property and Casualty Insurance - Minimum coverage types and amounts:

- 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 Liability Insurance: Five Million Dollars per Occurrence Aggregate
- Professional Liability Insurance: One Million per Claims with Two Million Aggregate

Required Workers Compensation Insurance – Minimum coverage types and amounts:

- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

16. LIABILITY

The Consultant assumes all risks in the performance of all its activities authorized by this Agreement. The Consultant hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating

and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Consultant shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Consultant, its Consultants, subcontractors, agents, or employees. The Consultant's responsibility under this section shall not be limited to the required or available insurance coverage.

17. 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.

18. WAIVER

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

19. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

20. BINDING AGREEMENT

The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, heirs, successors, distributees and assigns. The rights or obligations granted or allocated to the Consultant herein may not be assigned without the prior written consent of the City.

21. ASSIGNMENT

The Consultant shall not, without the prior written consent of the City, assign, transfer, convey, or otherwise dispose of this Agreement, or any part thereof, or of its right, title, or interest therein or its power to execute this Agreement or any amendment or modifications hereto to any other person, company, or corporation.

22. SEVERABILITY

In the event any provision of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of the balance of this Agreement or any other term or condition hereof.

23. WAIVER OF IMMUNITY CLAUSE

Upon refusal of a representative of our firm, when called before a grand jury, to testify concerning any transaction or contract with the City of Saratoga Springs, NY or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts: Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that; any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, buy any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

24. NON-COLLUSIVE BIDDING CERTIFICATION: Section 103-d of General Municipal Law

By submission of this quotation, the Consultant and each person signing on behalf of any Consultant certifies, and, in 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 quotation 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 Consultant or with any competitor; and unless otherwise required by law, the prices which have been quoted in this quotation have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by the Consultant prior to opening, directly or indirectly, to any other Consultant or to any competitor; and no attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

25. APPENDICES

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Vendor/Supplier Code of Conduct

The following are attached to this Agreement for reference purposes:

Exhibit A: Clark Patterson Lee Proposal dated November 12, 2015

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.

Consultant 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.

CITY
Signature: _____
Date: _____
Print Name: _____
Title: _____

CONSULTANT
Signature: Matthew T. Smullen
Date: 11/19/2015
Print Name: Matthew T. Smullen, P.E.
Title: Principal

City Council Approval Date: _____

CORPORATE ACKNOWLEDGMENT

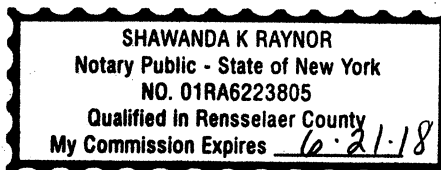
STATE OF NEW YORK)
) SS:

COUNTY OF)

ON THIS 19th DAY OF NOVEMBER 20 15 BEFORE ME PERSONALLY CAME
MATTHEW T. SMULLEN TO ME KNOWN, WHO BEING DULY SWORN, DID DEPOSE AND SAY
THAT HE/SHE RESIDES IN MILTON, NY THAT HE/SHE IS THE
PRINCIPAL OF THE CLARK PATTERSON LEE

_____, THE CORPORATION DESCRIBED IN AND WHICH
EXECUTED THE FOREGOING INSTRUMENT; THAT HE/SHE KNEW THE SEAL OF SAID CORPORATION; THAT
THE SEAL AFFIXED TO SAID INSTRUMENT WAS SUCH CORPORATE SEAL; THAT IT WAS SO AFFIXED BY THE
ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE SIGNED HIS NAME
THEREBY BY LIKE ORDER.

Shawanda K Raynor
NOTARY PUBLIC



**Agreement Addendum One Between The City of Saratoga
Saratoga Springs, NY and Stantec Consulting Services, Inc.
Original Contract Dated, March 15, 2011
Nelson Avenue Drainage Improvements – Phase 5**

This Addendum One, between Stantec Consulting Services, Inc., with offices at 3 Columbia Circle, Suite 6, Albany, New York, 12203 ("Consultant") and the City of Saratoga Springs ("City"), 474 Broadway, Saratoga Springs, NY 12866 entered into between the above referenced parties on the effective date of _____, 2018 is hereby added to the original Agreement dated March 15, 2011 to study and complete Design Documents for Phase 5 of the Nelson Avenue Drainage Work. The Original Contract was for Twenty Five Thousand Three Hundred Dollars (\$25,300).

Additional Services Provided for Addendum One: Consultant shall provide additional professional services for the Nelson Avenue Drainage Project – Phase 5 which entails completion of previously started Project Design & Bidding for drainage work on Nelson Avenue, Gridley Street and Bowman Street. The scope of the Project has changed somewhat and the City did not previously fund the final Phase 5 Construction work until now. These services are described in the engineering proposal entitled "Phase 5 Nelson Avenue Area – Drainage Improvements Dated August 14, 2018 for a total additional fee of Fifteen Thousand Eight Hundred Fifty Dollars (\$15,850), a copy of which is hereto attached. The Consultant represents that the company providing this service is qualified to perform the type and scope of work to be done.

Accordingly, this Agreement Addendum One brings the Total Authorized Contract Amount to: Forty One Thousand One Hundred Fifty Dollars (\$41,150).

All provisions of the City's Risk and Safety Agreement as submitted with this Addendum also apply to this Agreement Addendum One. All other terms and conditions of the original Agreement remain the same.

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

CITY

Signature: _____

Date: _____

Print Name: _____

Title: _____

City Council Approval Date: _____

CONSULTANT

Signature: _____

Date: _____

Print Name: _____

Title: _____



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: Improvements - Phase 5 Prevailing Wage Project No.: _____
City Department: DPW Department Contact Person: _____ City Ext. _____
Company Name: Stantec Consulting Services Inc.
Company Address: 3 Columbia Circle, Albany, NY 12203
Company Telephone No.: 518-452-4358 Company Fax No.: _____
Consultant Primary Contact for This Project: Bruce Secor and David Hansen Title: Project Engineer

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance**: Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance**: One Million per Claim with Two Million Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance,

administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Consultant Signature:  Date: 8/13/2018

Staffing Estimate for Engineering Services

Proposal PHASE 5 Drainage improv old project file 1907-10231
 Proposal PHASE 5 Drainage improvements Nelson Avenue study area
 Date:
 Prepared BHS rmd 8/14/2018

Proj. Man Hours	Sr. Eng Hours	Eng. Hours	Eng. TECH Hours	CAD Hours	Total Hours	Total Cost
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1 Survey and Site Investigations

	0	0	0	0	0	\$0.00
Added Survey if required (by City)	0	0	0	0	0	\$0.00
	0	0	0	0	0	\$0.00
	0	0	0	0	0	\$0.00
Task Totals	0	0	0	0	0	\$0.00

2 Meeting / Data / Detailed design

Meeting with City Eng. DPW & follow up	2	4	0	2	8	\$1,136.00
Review site plan from HorseShoe Restaurant	1	1	0	0	2	\$293.00
	0	0	0	0	0	\$0.00
revise design drawings	1	12	0	8	21	\$2,664.00
follow up field meeting if required	0	4	0	0	4	\$608.00
re-write project manual	2	24	0	0	26	\$3,600.00
revise Bid Quantities and Bid Form	2	8	0	0	10	\$1,408.00
prepare revised estimate of construction costs	2	6	0	0	8	\$1,134.00
	0	0	0	0	0	\$0.00
respond to comments / edits from City	1	8	0	0	9	\$1,252.00
prepare final plans and project manual	1	6	0	0	7	\$1,078.00
misc	0	4	0	2	6	\$764.00
Task Totals	12	77	0	12	101	\$13,937.00

3 Construction Bids and follow up

Assist in prep of Ad for const bids	0	2	0	0	2	\$274.00
attend bid opening	0	2	0	0	2	\$334.00
review bids /letter recommendation for award	0	3	0	0	3	\$411.00
follow up with City and low bidder	0	2	0	0	2	\$286.00
attend preconst meeting	0	4	0	0	4	\$608.00
	0	0	0	0	0	\$0.00
Task Totals	0	13	0	0	13	\$1,913.00

PROJECT TOTALS	12	90	0	12	0	114	\$15,850.00
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**AGREEMENT BETWEEN
CITY OF SARATOGA SPRINGS, NY
AND
STANTEC CONSULTING SERVICES, INC.**

This Agreement ("Agreement") is made by and between the **City of Saratoga Springs, NY** (the "City") with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and **Stantec Consulting Services, Inc.** (the "Contractor") with a place of business at 3 Columbia Circle, Suite 6, Albany, New York 12203

WITNESSETH THAT:

WHEREAS, the City has requested a quotation for Nelson Avenue Drainage Work, Old Ballston Road

WHEREAS, the Contractor has submitted a proposal in response to the request for a quotation for the Nelson Avenue Drainage Work, Old Ballston Road; and

WHEREAS, the Contractor is trained and proficient in the field of Engineering;

NOW, THEREFORE, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and the Contractor hereby agree as follows:

1. SCOPE OF AGREEMENT

In response to a request for a pricing proposal requested by the City for a quotation for the Nelson Avenue Study Area proposal for Design Services to complete Nelson Avenue Drainage Work, Old Ballston Road, the Contractor submitted a proposal dated December 20, 2010 (the "Proposals") totaling Twenty-Five Thousand Three Hundred Dollars (\$25,300), which is attached hereto as EXHIBIT A as marked. The Contractor shall provide to the City the products and services set forth herein. The Contractor assumes full responsibility for the provision of the products and services made available in this Agreement. The Contractor shall be so liable even when the Contractor subcontracts the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City.

2. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide services as outlined in the proposal dated December 20, 2010 as marked EXHIBIT A totaling Twenty-Five Thousand Three Hundred Dollars (\$25,300).

3. CONSULTANT DISCLOSURE

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Agreement.

4. FEES

The costs, fees and disbursements associated with the provision of products and services by the Contractor shall be determined in accordance with the terms and provisions of Exhibit A, a copy of which is annexed hereto and made a part hereof Twenty-Five Thousand Three Hundred Dollars (\$25,300). No City employee, including the Project Manager named in Section 8 has the authority to request that the Contractor perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

5. TERM

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. The Contractor 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 Contractor at least ten (10) days prior to such termination date.

The City reserves the right to terminate this Agreement in the event it is found that either of the certifications filed by the Contractor in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Contractor in accordance with the provisions of Section 8 herein.

The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to the Contractor for products delivered and services rendered by the Contractor pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, the Contractor shall only be entitled to compensation for products delivered and services rendered up to the date of termination.

In addition, in the event of any violation by the Contractor of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to the Contractor for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by the Contractor will result in immediate and irreparable injury to the City and will authorize recourse to injunction and/or other specific performance as well as to all other legal or equitable remedies to which the City may be entitled.

6. EFFECTIVE DATE

This Agreement shall have no force and effect until approved by the City Council of the City of Saratoga Springs, NY.

7. BILLING

The Contractor shall provide itemized statements monthly to be reviewed and approved by the City. Invoices must be submitted to: City of Saratoga Springs, NY, Attn. Purchasing Agent, 474 Broadway, Saratoga Springs, NY 12866. Payment by the City will be made in accordance with the State Finance Law, upon receipt of such statements and upon approval by the City. No City employee, including the Project Manager named in Section 8 has the authority to request that the Contractor perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

8. NOTICE

The **Paul Male** is the project manager and shall represent the City in all matters affecting the delivery of products and services. The project manager for the Contractor is Bruce H. Secor. 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: Paul Male, P.E.
 City Engineer
 City of Saratoga Springs
 474 Broadway, Saratoga Springs, NY 12866

Either party may designate another or further address by notice given in accordance herewith.

9. CONFIDENTIAL INFORMATION

In connection with the provision of products and/or services to the City by Contractor, the City may disclose to Contractor information that is proprietary or confidential information. Any and all City communications, records, documents, written, oral or electronic communication or other information of any kind shall be deemed and treated as confidential by the Contractor. The Contractor shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the City. The Contractor agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the Contractor, (ii) is or becomes available to the Contractor on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within the Contractor's possession prior to its being furnished to the Contractor by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, court order or other similar legal process. In such cases the Contractor shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by the Contractor from the City shall be returned to the City and have the status of City work papers (or, with the City's written permission, shall be destroyed and such destruction certified in writing to the City by an authorized Contractor representative supervising such destruction). Except as set forth herein, no confidential information shall be retained by the Contractor. The Contractor shall be permitted to retain one copy of internal memoranda and other documents, developed by the Contractor during the term of this Agreement, which contain or refer to confidential information, subject to the confidentiality provisions of this paragraph.

Nothing in this section shall be construed to alter the Contractor's responsibilities under any applicable State Law. Since monetary damages may not be a sufficient remedy with respect to any violation of this section, the City shall be entitled to specific performance and injunctive relief, in addition to any other remedy.

10. CITY PROPERTY

All information and materials received hereunder by the Contractor from the City are and shall remain the sole and exclusive property of the City and the Contractor 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 Contractor.

All intellectual property, created by the Contractor hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. The Contractor hereby transfers and assigns to the City all proprietary and intellectual property rights in such property.

Effective upon their creation pursuant to Section 2 of this Agreement, the Contractor 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 Contractor 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 Contractor, its agents, employees, or subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Contractor'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 Contractor under this Agreement. Any written reports, opinions and advice rendered by the Contractor shall become the sole and exclusive property of the City, and the Contractor 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 Contractor.

11. RETENTION OF RECORDS

The Contractor 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 Contractor 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.

12. CONFLICTS OF INTEREST

The Contractor represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

13. PUBLICITY

The Contractor shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Agreement or performance hereunder. Public notice or announcement includes, but is not limited to, notices published on or in connection with the Contractor's website. The Contractor shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Agreement, or work performed pursuant to it, without the City's prior written approval. The Contractor shall not make public or publicize its relation with the City, nor use the City's name, without the City's prior written approval.

14. RELATIONSHIP

No staff member, officer, director or person employed by the Contractor in connection with this Agreement shall be considered or deemed to be an employee of the City of Saratoga Springs, NY or represent him or herself as an employee of the City of Saratoga Springs, NY.

15. INSURANCE

All insurance policies required under this Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and for the Contractor. Said policies shall be effective until all work required or contemplated by the Agreement has been completed.

Policies expiring on a fixed date before completion of the Contractor's duties under this Agreement must be renewed not less than 30 days before such expiration date. No policy shall be changed by endorsement without the knowledge and the written consent of the City and, in particular, any notice of cancellation by the insurer shall not be effective until 30 days after the said notice is actually received by the City. Any notice addressed to the City shall be mailed via certified or registered mail to the address set forth herein. The Contractor acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the City.

In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory basis*** for all those activities performed within its contracted activities for the contract as executed.

Before commencing work under this Agreement, the Contractor shall furnish to the City a certificate of insurance naming: the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees as an additional insured on a primary and non-contributory basis. 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 City. Such certificate shall be on forms acceptable to the City's Office of Risk and Safety Management showing that the Contractor has complied with these requirements. In addition, for policies expiring on a fixed date before completion of the Project, certificates showing renewal must be filed not less than 30 days before such expiration date.

It shall be an affirmative obligation of the Contractor to advise the City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers@Saratoga-Springs.org or mail via 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.

- a. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
- b. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
- c. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
- d. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage.
- e. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
- f. The Office of Risk & Safety Management must approve all insurance certificates.
- g. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto.
- h. 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).
- i. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: immediate termination of the contract;
(1.) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
(2.) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

Required Property and Casualty Insurance - Minimum coverage types and amounts:

Coverage Type	Minimum Limits
Commercial General Liability Insurance Including Completed Products and Operations and Personal Liability Insurance	\$1 Million per occurrence with a \$2 Million aggregate
Commercial Automobile Insurance For Owned, Non-owned and Hired Vehicles	\$1 Million Combined Single Limit
Excess Liability Insurance	\$3 Million per occurrence aggregate

Required Workers Compensation Insurance – Minimum coverage types and amounts:

Workers' Compensation and Employer's Liability If you have no employees (sole proprietor) you must provide an affidavit of exemption. (WCB forms WC/DB-100 or WC/DB-101).	Statutory limits 100,000
Disability Insurance If you have no employees (sole proprietor) you must provide an affidavit of exemption. (WCB forms WC/DB-100 or WC/DB-101).	Statutory limits

16. LIABILITY

The Contractor assumes all risks in the performance of all its activities authorized by this Agreement. The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Contractor shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Contractor, its contractors, subcontractors, agents, or employees. The Contractor's responsibility under this section shall not be limited to the required or available insurance coverage.

17. SAFETY

CONTRACTOR shall comply with NYS OSHA laws requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor.

If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this

contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a difference vendor.

18. FORCE MAJEURE

Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.

19. WAIVER

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

20. 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.

21. BINDING AGREEMENT

The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, heirs, successors, distributees and assigns. The rights or obligations granted or allocated to the Contractor herein may not be assigned without the prior written consent of the City.

22. ASSIGNMENT

The Contractor shall not, without the prior written consent of the City, assign, transfer, convey, or otherwise dispose of this Agreement, or any part thereof, or of its right, title, or interest therein or its power to execute this Agreement or any amendment or modifications hereto to any other person, company, or corporation.

23. SEVERABILITY

In the event any provision of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of the balance of this Agreement or any other term or condition hereof.

24. APPENDICES

The Contractor, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Waiver of Immunity/Non-Collusive Bidding Certification

Appendix B: Vendor/Supplier Code of Conduct

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposals dated January 26, 2011

25. 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.


Contractor 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.

CITY

BY: 
Signature
MARCH 16, 2011
Dated
Scott T. Johnson
Printed Name
Mayor
Title

CONTRACTOR


BY: 
Signature
February 24, 2011
Dated
R. Mark Dempf, P.E.
Printed Name
Senior Principal
Title

City Council Approval Date: 3/15/11

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

ON THIS 24 DAY OF February 20 11 BEFORE ME PERSONALLY
CAME R. Mark Dempf TO ME KNOWN, WHO BEING DULY SWORN, DID
DEPOSE AND SAY THAT HE/SHE RESIDES IN Selkirk, NY, THAT HE/SHE IS THE
Senior Principal OF THE
STANTEC CONSULTING SERVICES INC. THE CORPORATION DESCRIBED IN AND
WHICH EXECUTED THE FOREGOING INSTRUMENT; THAT HE/SHE KNEW THE SEAL OF SAID
CORPORATION; THAT THE SEAL AFFIXED TO SAID INSTRUMENT WAS SUCH CORPORATE SEAL;
THAT IT WAS SO AFFIXED BY THE ORDER OF THE BOARD OF DIRECTORS OF SAID
CORPORATION, AND THAT HE/SHE SIGNED HIS NAME THERETO BY LIKE ORDER.



NOTARY PUBLIC

NICOLE A. LANOUE
Notary Public, State of New York
Qualified in Saratoga County
No. 01LA6098361
Commission Expires September 8, 20 11

APPENDIX A

City of Saratoga Springs
Purchasing Department
474 Broadway, Saratoga Springs, NY 12866
Tel: (518) 587-3550 ext. 560
Fax: (518) 587-6512



WAIVER OF IMMUNITY CLAUSE

Upon refusal of a representative of our firm, when called before a grand jury, to testify concerning any transaction or contract with the City of Saratoga Springs, NY or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts:

1. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that;
2. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

NON-COLLUSIVE BIDDING CERTIFICATION: Section 103-d of General Municipal Law

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in 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; and

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."

Signature:

Title:

Senior Principal

Date:

February 24, 2011

APPENDIX B



CITY OF SARATOGA SPRINGS, NEW YORK VENDOR/SUPPLIER CODE OF CONDUCT

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- Wages & Benefits: Vendors/suppliers will set working hours, wages, NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgment

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

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

Officer:

Signature:

A handwritten signature in black ink, appearing to read "R. Mark Dempf", is written over a horizontal line.

Printed Name:

R. Mark Dempf, P.E.

Title:

Senior Principal

Date:

February 24, 2011



Stantec

Stantec Consulting Services Inc.
3 Columbia Circle Suite 6
Albany NY 12203-5158
Tel: (518) 452-4358
Fax: (518) 452-9234

EXHIBIT A

December 20, 2010

Paul Male, City Engineer
Saratoga Springs City Hall
474 Broadway
Saratoga Springs, New York 12866

**Reference: Nelson Avenue Study Area
Proposal for Design Services to complete Nelson Avenue drainage work**

Dear Mr. Male:

Drainage improvements already installed in the Nelson Avenue study area have proven to be very effective and have successfully addressed many of the major problems. In addition, City DPW crews have been able to connect to the new deep storm drainage pipelines to provide additional drainage facilities on adjacent streets. The combination of very competitive bids from construction firms and coordinated work by DPW crews has resulted in cost effective solutions for drainage problems in this area.

The next section of Nelson Avenue planned for new storm drainage and roadway improvements is from Crescent Street to Gridley Street. There are also drainage problems in the first two blocks of Gridley and a portion of Bowman Street that can be corrected in conjunction with the work on Nelson.

A portion of the design for drainage in the section of Nelson Avenue from Crescent Street to Gridley Street has already been completed as part of earlier design work in this corridor. Needed drainage improvements in Gridley Street and Bowman Street can connect directly to this design. Combining all of these needed improvements in to one construction contract will result in a more cost effective solution than bidding several smaller projects.

At your request, we also looked a problem with a failing storm drainage culvert under Old Ballston Road South. Photos attached. The proposed storm drainage improvements on Nelson and this drainage culvert are deep installations requiring specialized equipment and experienced crews. Given the similarities in the type of work involved, there is an "economy of scale" that City can take advantage of if these construction projects are included in one construction contract.

Another cost savings for the City is that you can provide survey information for these streets as the basis of design of the improvements. This cooperative approach has worked very successfully on the other Nelson Avenue drainage projects. The estimated budget for preparing detailed designs and construction documents for these drainage improvements is \$25,300.

Stantec 12/20/10

7186

December 2010

Page 2 of 2

Reference: Proposal for Additional Design Services – Nelson Avenue Study Area

If you approve this design budget, Stantec can prepare the plans and specifications over the next two months so the project can be advertised for competitive construction bids in the spring. This schedule should produce very competitive bids and have the project ready for construction early in the season to avoid any conflict with operations at the race track.

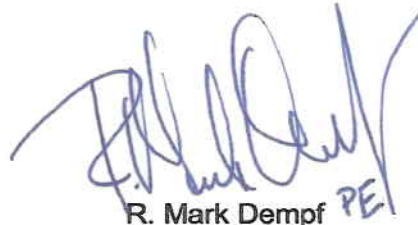
Please contact me if you have any questions or require any additional information.

Sincerely,

STANTEC CONSULTING SERVICES INC.



Bruce H. Secor, PE
Senior Civil Engineer
Tel: (518) 452-4358
Fax: (518) 452-9234
bruce.secor@stantec.com



R. Mark Dempf PE
Senior Principal

c. File

Attachments:

Standard Terms and Conditions (2 pages)

Photos: Old Ballston Road

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Stantec 12/20/10

P 2 of 6



Stantec

PROFESSIONAL SERVICES TERMS AND CONDITIONS

Page 1 of 2

The following Terms and Conditions are attached to and form part of the Proposal for Professional Services to be performed by STANTEC and together, when the CLIENT authorizes STANTEC to proceed with the services, constitute the AGREEMENT.

DESCRIPTION OF WORK: STANTEC shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and STANTEC. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT.

COMPENSATION: Payment is due to STANTEC upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle STANTEC, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government or fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated. On termination by either party, the CLIENT shall forthwith pay STANTEC all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, STANTEC will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of STANTEC. It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under these Terms and Conditions, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of professional fees paid to Stantec for the SERVICES or five hundred thousand dollars (\$500,000). No claim may be brought against STANTEC more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under these Terms and Conditions any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

Revised 2007-08-31

Professional Services Terms and Conditions on StanNet Forms> Company Forms>Risk Management> Standard Form Agreements

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Amulya Rivers Edits
2/15/11



Stantec

PROFESSIONAL SERVICES TERMS AND CONDITIONS

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DOCUMENTS: All of the documents prepared by or on behalf STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to defend, hold harmless and indemnify STANTEC from any claims advanced on account of said reuse or modification.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

FIELD SERVICES: STANTEC shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. STANTEC shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and STANTEC shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and STANTEC.

Revised 2007-08-31

Professional Services Terms and Conditions on StanNet Forms> Company Forms>Risk Management> Standard Form Agreements

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CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)

4/26/2018

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 LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1426517 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : Travelers Property Casualty Co of America	25674
	INSURER C : American Guarantee and Liab. Ins. Co.	26247
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 14647652

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO0246172	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2018 5/1/2018 5/1/2018	5/1/2019 5/1/2019 5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	AUC9184637	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B 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	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2018 5/1/2018	5/1/2019 5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- 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)
ALBANY, NY. STANTEC PROJECT #1907, PROJECT NAME: NELSON AVENUE DRAINAGE WORK, OLD BALLSTON ROAD. CITY OF SARATOGA SPRINGS, NY; ITS ELECTED AND/OR APPOINTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND EXCESS/UMBRELLA LIABILITY BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, THIS COVER IS PRIMARY AND EXCESS AND NON CONTRIBUTORY, WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

14647652

CITY OF SARATOGA SPRINGS
ATTN: PURCHASING DEPARTMENT
474 BROADWAY
SARATOGA SPRINGS NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Certification of Sufficient Funds

Submittal Date: 8/17/2018

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: Stantec Consulting Group
Project: Nelson Ave Storm Drain, Ph 5
Design, Bid and CA for Ph 5

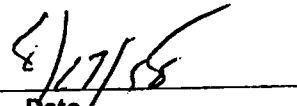
Appropriation - Current Budget Expense Org/Object/Proj(s): H3638142 52000 1138

Amount Requested for Approval \$15,850.00
Current Amount Available: \$100,216.36

Transfer/Amendment Pending:

Transfer/Amendment Date _____


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.


Commissioner of Finance

Approval Date