

CITY OF SARATOGA SPRINGS

City Council Meeting



August 20,
2019

Recreation Center - Council Meeting Room
15 Vanderbilt Ave Saratoga Springs, NY 12866

PUBLIC HEARINGS BEGIN 6:50 P.M.

- : P.H. - 2020 - 2025 Capital Budget and Program
- : P.H. - Chapter 101 - Dogs and Other Animals
- : P.H. - Chapter 216 - Temporary Structures
- : P.H. - Chapter 225 - One-Way Street - Regent Street and Marion Place
- : P.H. - Chapter 225 - Parking on Israel Lane
- : P.H. - Liberty Affordable Housing

 [Print](#)

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

1. 2020-2025 Proposed Capital Program

EXECUTIVE SESSION:

CONSENT AGENDA

1. Approval of 8/5/19 Pre-Agenda Meeting Minutes
2. Approve Budget Amendments - Regular (Increases)
3. Approve Budget Transfers - Regular
4. Approve Payroll 08/09/19 \$567,129.87
5. Approve Payroll 08/16/19 \$564,128.79
6. Approve Warrant - 2019 19MWAUG1 \$85,923.77
7. Approve Warrant - 2019 19AUG2 \$1,268,288.24

MAYOR'S DEPARTMENT

1. Announcement: Saratoga Greenbelt Trail - Henry Street Pilot Project
2. Discussion and Vote: Authorization for Mayor to Sign Agreement with the YMCA

3. Discussion and Vote: Authorization for Mayor to Sign Canopy Easement between the City and Saratoga Excelsior Apartments II, LLC
 4. Discussion and Vote: Authorization for Mayor to Sign Letter of Intent for Saratoga Arts Community Arts Grants
 5. Discussion and Vote: Approval to Pre-Pay Hotel Registration for the 2019 Association of Public Historians of NYS (APHNYS) Annual Conference in the Amount of \$260.00
 6. Discussion and Vote: Authorization for Mayor to Sign Addendum Two with Goldberger and Kremer for Labor Counsel Services
 7. Set Public Hearing: Local Law No. 2 of 2019 – A Local Law to Amend Section 2.1 of the City Charter Entitled Officers; Eligibility; Terms of Office; Salaries
 8. Set Public Hearing: City Center Parking Facility Lease
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ACCOUNTS DEPARTMENT

1. Discussion and Vote: Approval of Fireworks Application
 2. Discussion and Vote: Approval of Updated Risk and Safety Manual
 3. Award of Bid: Carousel Restoration to W.R.F. Designs, LLC.
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FINANCE DEPARTMENT

1. Announcement: 2020 Budget Update
 2. Discussion: Assignment for the Refund of Prior Year Taxes
 3. Appointment: Catherine Hover to Complete Streets Advisory Board
 4. Discussion and Vote: Budget Amendment - Use of Restricted Fund Balance (City Center)
 5. Discussion and Vote: Budget Amendment – Use of Assigned Fund Balance (Sick Leave)
 6. Discussion and Vote: Budget Amendment - Payroll
 7. Discussion and Vote: Budget Transfer - Payroll
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PUBLIC WORKS DEPARTMENT

1. Presentation: WRF Design LLC Congress Park Carousel Restoration Project
 2. Discussion and Vote: Authorization for Mayor to Sign Agreement with WRF Design LLC for Congress Park Carousel Restoration
 3. Discussion and Vote: Approval to Pay Invoice #016210 to Dehn's Flowers in the Amount of \$4,148.40
 4. Discussion and Vote: Authorization for Mayor to Sign Addendum One with Dehn's Flowers Inc. for Horticulture Supplies
 5. Discussion and Vote: Approval to Pay Invoice #101030, #99766, #99147, and #98587 to Barton & Loguidice for Professional Services on 18 Cherry Lane Project
 6. Discussion and Vote: Approval to Pay Invoice #18-23159J-A in the Amount of \$6,333.00 to Alpine Environmental Services Inc for City Hall Asbestos Abatement
-

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Amended Agreement with NYRA for 2019 Racing Season
 2. Discussion and Vote: Upgrade for Code Technicians
 3. Discussion and Vote: To Amend Chapter 225 of the City Code, with Respect to Parking on Israel Lane
 4. Discussion and Vote: To Amend Chapter 163 of the City Code, Pedalbuses, with Repsect to Fingerprinting Pedalbus Operators
 5. Discussion and Vote: Authorization for Employee to Make a Withdrawal from Sick Leave Bank
 6. Announcement: Part-Time Position in the Department of Public Safety
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SUPERVISORS

1. Matthew Veitch
 1. Buildings and Grounds Committee Update
 2. Saratoga Casino Hotel Foundation
 2. Tara Gaston
 1. August Board Meeting
 2. Upcoming Forums
-

ADJOURN



August 5, 2019

CITY OF SARATOGA SPRINGS
City Council Pre-Agenda Meeting
Recreation Center
15 Vanderbilt Avenue
9:30 AM

PRESENT: Meg Kelly, Mayor
Michele Madigan, Commissioner of Finance
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: John Franck, Commissioner of Accounts

Joe O'Neill, Deputy Commissioner, DPW

Matthew Veitch, Supervisor
Tara Gaston, Supervisor

CALL TO ORDER

Mayor Kelly called the meeting to order at 9:30 a.m.

PUBLIC HEARING

1. 2020 – 2025 Capital Budget and Program – Mayor Kelly advised the Capital Budget and Program materials has been submitted to the Accounts Department and can be found on line.
2. Amend Capital Budget – Complete Streets Greenbelt Project – Mayor Kelly advised this is for the Henry Street PILOT project. This project will showcase and evaluate the merits of installing a contra-flow track and converting a 2-way street to a one-way street.
3. Amend Chapter 163 - Pedalbuses – Commissioner Martin advised the changes relate to fingerprinting.
4. Amend Chapter 225 – Parking on Israel Lane - Commissioner Martin stated they are proposing making Israel Lane no parking.
5. Liberty Affordable Housing –no comments.
6. Local Law #2 of 2019 - Pedalbuses – This item is being removed.

PRESENTATIONS

1. Flat Rock Centre Project Update – no comments.
2. Recreation Master Plan – no comments.

CONSENT AGENDA

1. Approval of 7/15/19 Pre-Agenda Meeting Minutes

2. Approval of 7/16/19 City Council Meeting Minutes
3. Approve Budget Amendments – Regular (Increases)
4. Approve Budget Transfers - Regular
5. Approve Payroll 07/19/19 \$548,358.50
6. Approve Payroll 07/26/19 \$639,720.30
7. Approve Payroll 08/02/19 \$553,505.99
8. Approve Warrant - 2019 19MWJUL3 \$11,591.62
9. Approval Warrant – 2019 19MWJUL4 \$558.60
10. Approve Warrant – 2019 19MWJUL5 \$16,298.45
11. Approve Warrant – 2019 19AUG1 \$1,039,632.17

No comments.

MAYOR'S DEPARTMENT

Announcement: Marylou Whitney Park

Mayor Kelly announced on August 2nd the Centennial Park was rededicated as the Marylou Whitney Park.

Appointment: Zoning Board of Appeals

Mayor Kelly advised she will be appointing 2 people.

Appointment: Planning Board

Mayor Keely advised she will be appointing Gage Simpson to the Planning Board.

Appointment: Board of Plumbing Examiners

Mayor Kelly advised she will be appointing Kevin Connor to the Board of Plumbing Examiners.

Discussion and Vote: Appointment: Special Assessment District (Downtown)

Mayor Kelly advised she will be re-appointing MaryAnn Barker.

Discussion and Vote: Appointment: Civil Service

Mayor Kelly advised she will be recommending the appointment of David Snyder to the Civil Service Commission.

Discussion and Vote: Capital Budget Amendment to Complete Streets Greenbelt (#1240) for AARP Grant in the Amount of \$8,000 for Henry Street Demonstration Project

No comments.

Discussion and Vote: Capital Budget Amendment to "12 Land Purchase Kayderoseros" (#1194) in the Amount of \$6,500 Decrease

No comments.

Discussion and Vote: Authorization to Pay Invoice Without a Purchase Order (part) in the Amount of \$3,690 to Landmark Archaeology, Inc. to Complete Archaeological Data Recovery – Waterfront Park

No comments.

Discussion and Vote: Authorization to Pay Invoice for Mileage Reimbursements in the Amount of \$57.54

No comments.

Discussion and Vote: Authorization for Mayor to Sign Subordination Agreement with Pioneer Savings Bank, Van Hall Holdings, LLC, et. al

No comments.

Discussion and Vote: Resolution for Geyser Trail "Authorizing the Implementation and Funding in the First Instance 100% of the Federal-Aid and State "Marchiselli" Program-aid Eligible Costs of a Transportation Federal-Aid Project and Appropriating Funds Therefore", Required by the Department of Transportation

No comments.

Discussion and Vote: Resolution: Authorizing the City to Join Saratoga County as Part of an Entitled Urban County Under the Community Development Block Program and Authorizing the Mayor to Execute All Required Cooperation Agreements in Connection Therewith

No comments.

Discussion and Vote: Authorization for the Mayor to Sign the Agreement with Postler & Jaeckle Corp.

No comments.

Proclamation: The Capital Region Immigrants' Day

Mayor Kelly advised she provided the Council with a letter from Proctor's which asked the City to participate in the Capital Region Immigrants' Day.

Mayor Kelly added an item to her agenda: Appointment: City Center Board.

ACCOUNTS DEPARTMENT

Mayor Kelly announced Commissioner Franck was not able to make the meeting this morning; therefore, she read his items into the record.

1. Announcement: 2020 – 2021 Enhanced STAR Income Level
2. Discussion and Vote: Authorization for Mayor to Sign Change Order with General Code for Contract Certificate of Insurance Program
3. Discussion and Vote: Authorization to Pay National Safety Council Invoice #1687220 in the Amount of \$2,760
4. Award of Bid: Extension of Bid for Integrated Pest Management Services to Absolute Pest Control, Inc.
5. Award of Bid: Weibel Ice Rink Chiller Replacement to Postler and Jaeckle Corp.

FINANCE DEPARTMENT

Announcement: 2020 Budget Kickoff

Commissioner Madigan announced all department budgets are due by August 14th.

Discussion: 2nd Quarter 2019 Financial Report

No comments.

Discussion and Vote: Authorization for the Mayor to Sign the National Grid Notification Letter

Commissioner Madigan advised this is part of a cross-departmental sustainability project. This is to continue with purchasing National Grid owned streetlights. If we don't agree to the price being put forward now, we will not be a part of this contractual agreement and we will have to wait another 9 months to a year. This is a non-binding letter.

Discussion and Vote: Authorization for the Mayor to Sign Renewal Agreement with NYSTEC for IT and Smart City Services

Commissioner Madigan advised NYSTEC will also be working on security related projects in light of the many threats regarding cyber security and ransom.

Discussion and Vote: Authorization for Mayor to Sign Addendum Two with Mesick, Cohen, Wilson, Baker Architects, LLP

Commissioner Madigan advised this to handle the renovations in the Finance Department and the IT area.

Discussion and Vote: Donations Downtown Special Assessment District

Commissioner Madigan advised the donation to the Downtown Special Assessment District in the amount of \$14,050 is for way-finding signage.

Discussion and Vote: Budget Amendment – Capital (Decrease) 12 Land Purchase Kayderoseros

No comments.

Discussion and Vote: Budget Amendment – Capital (Increase) Complete Streets Greenbelt Trail Accept Grant

No comments.

Discussion and Vote: Budget Transfer – Contingency

No comments.

Discussion and Vote: Budget Amendment – City Center Use of Fund Balance

No comments.

Discussion and Vote: Budget Transfer – Payroll

No comments.

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Change Order #2 with BlueScope Construction for DPW Dispatch Building

Commissioner Scirocco advised this is for additional excavation and back fill.

Discussion and Vote: Approval to Pay Invoice #18-23556A-A to Alpine Environmental Services for Flower Shop Post Demolition Inspection in the Amount of \$350.00

No comments.

Discussion and Vote: Approval to Pay Invoice #49724 to Adirondack Security for City Hall Security in the Amount of \$1,685.56

Commissioner Scirocco advised this is to replace equipment in the server room.

Commissioner Scirocco added the following items to his agenda: Discussion and Vote: Authorization for Mayor to Sign QCQA Laboratory Agreement; Discussion and Vote: Approval to Pay Invoice to Town of Wilton in the Amount of \$37,273.32 for paving of City owned portion of Loudon Road; Announcement: Update of Renovation Project at City Hall; and Announcement: Update of Roads Paved.

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization to Pay Invoice to Watkins Springs Co. in the Amount of \$2,203.19

Commissioner Martin advised this is for the repair to a fire truck.

Discussion and Vote: Authorization to Pay Invoice to BPI Mechanical in the Amount of \$1,783.70

Commissioner Martin advised this is for plumbing repairs in the Police Department.

Discussion and Vote: Authorization for Mayor to Sign DCJS Use & Dissemination Agreement

Commissioner Martin advised this will allow the police to fingerprint pedalbus drivers.

Set Public Hearing: To Amend Chapter 101 of the City Code, Dogs and Other Animals, with Respect to Urgent Veterinary Care

Commissioner Martin advised this allow animal control officers to address dogs who are observed as being in severe distress to get emergency vet treatment.

Discussion and Vote: To Amend Chapter 216 of the City Code, Temporary Structures, with Respect to Tent Permits

Commissioner Martin advised this needs to be changed to set public hearing.

Discussion and Vote: To Amend Chapter 163 of the City Code, Pedalbuses, with Respect to Fingerprinting Pedalbus Owners and Operators

Commissioner Martin advised they received a letter July 23rd from DCJC advising they will be able to assist them but the procedure had to be changed.

Discussion and Vote: To Approve Proposed Pedalbus Pick-Up & Drop-Off Locations

Commissioner Martin advised the route has been distributed to the Council. There are 4 pick-up and drop-off locations.

Mayor Kelly asked if the property owners have been advised of this.

Deputy John Daley stated the pedalbus company is getting affidavits from the property owners.

Mayor Kelly stated she spoke with Embassy Suites and they have no knowledge of this. They have parking issues there now.

Commissioner Madigan stated she has been a big supporter of the pedalbus. She just looked at the route and it looks good.

Commissioner Scirocco asked if the ordinance limits the number of pedalbuses that can be in the City at one time. He is concerned with having a number of them in the City and causing traffic congestion.

Commissioner Martin advised the Council has to approve all routes.

Commissioner Scirocco asked how you can turn another company away; it's like having multiple taxi companies.

Commissioner Martin advised he will be changing this item to discussion only.

Discussion and Vote: To Approve Proposed Pedalbus Route

No comments.

Set Public Hearing: To Amend Chapter 225 of the City Code, with Respect to Traffic Control & Parking on Regent Street, Marion Place, and Cottage Place

Commissioner Martin advised they would like to make Regent Street and Marion Place one-way streets and put up a sign at the intersection with Cottage Place stating no entrance.

SUPERVISORS

Mayor Kelly advised the supervisors were not able to attend this morning. She read their items into the record.

Matt Veitch

1. National Association of Counties Conference Recap
2. County Trails Committee
3. Saratoga Casino Hotel Foundation

Tara Gaston

1. NACo Annual Conference
2. August Schedule

ADJOURN

Mayor Kelly adjourned the meeting at 10:15 a.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:

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			
2019	08	144	08/20/2019	082019	082019BARG BUA	082019BARG	1	2		
1	A053	42230		DPW INTERGOVERNMENTAL CHARGES	GAS REIMBURSEMENT		-494.62	-109.65	-604.27	
	A	-05-3-0000-0-42230	-		PUBLIC HEALTH NURSING GAS		08/20/2019			
2	A3335014	54520		STREETS CS	GAS & OIL		100,494.62	109.65	100,604.27	
	A	-33-3-5010-4-54520	-		PUBLIC HEALTH NURSING GAS		08/20/2019			
3	A094	42651		DPS SALE OF PROP & COMP FOR SALE OF	BIKES & OTHER GOODS		-18,713.00	-1,644.00	-20,357.00	
	A	-09-4-0000-0-42651	-		PD AUCTION		08/20/2019			
4	A3143124	54610		POLICE DEPARTMENT CS	REPAIRS & MAINTENANCE BUILDING		7,000.00	1,644.00	8,644.00	
	A	-31-4-3120-4-54610	-		PD AUCTION		08/20/2019			
					** JOURNAL TOTAL			0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2019 8 144									
BUA A053-42230						GAS REIMBURSEMENT	5		109.65
08/20/2019 082019BARG 082019 082019BARG						T PUBLIC HEALTH NURSING GAS			
BUA A3335014-54520						GAS & OIL	5	109.65	
08/20/2019 082019BARG 082019 082019BARG						T PUBLIC HEALTH NURSING GAS			
BUA A094-42651						SALE OF BIKES & OTHER GOODS	5		1,644.00
08/20/2019 082019BARG 082019 082019BARG						T PD AUCTION			
BUA A3143124-54610						REPAIRS & MAINTENANCE BUILDING	5	1,644.00	
08/20/2019 082019BARG 082019 082019BARG						T PD AUCTION			
								<hr/>	<hr/>
								.00	.00
BUA A-2960						APPROPRIATIONS			1,753.65
08/20/2019 082019BARG 082019 082019BARG									
BUA A-1510						ESTIMATED REVENUES		1,753.65	
08/20/2019 082019BARG 082019 082019BARG									
								<hr/>	<hr/>
SYSTEM GENERATED ENTRIES TOTAL								1,753.65	1,753.65
JOURNAL 2019/08/144 TOTAL								<hr/>	<hr/>
								1,753.65	1,753.65

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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	2019	8	144	08/20/2019				
	A-1510						ESTIMATED REVENUES	1,753.65	
	A-2960						APPROPRIATIONS		1,753.65
							FUND TOTAL	1,753.65	1,753.65

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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			
2019 08	145	08/20/2019	082019	082019BTRG	BUA 082019BTRG	1	1			
1	A3011214	54250		MAYOR CONTRACTED SERVICES	CONFERENCE REGISTRATION		500.00	400.00	900.00	
	A	-30-1-1210-4-54250	-		TO COVER NYCOM TRAINING		08/20/2019			
2	A3011214	54110		MAYOR CONTRACTED SERVICES	OFFICE SUPPLIES		985.00	200.00	1,185.00	
	A	-30-1-1210-4-54110	-		TO COVER NYCOM TRAINING		08/20/2019			
3	A3011214	54540		MAYOR CONTRACTED SERVICES	TRAVEL		500.00	200.00	700.00	
	A	-30-1-1210-4-54540	-		TO COVER NYCOM TRAINING		08/20/2019			
4	A3011434	54110		HUMAN RESOURCES	OFFICE SUPPLIES		500.00	200.00	700.00	
	A	-30-1-1430-4-54110	-		TO COVER NYCOM TRAINING		08/20/2019			
5	A3011434	54570		HUMAN RESOURCES	TRAINING		4,350.00	-1,000.00	3,350.00	
	A	-30-1-1430-4-54570	-		TO COVER NYCOM TRAINING		08/20/2019			
6	A3113624	54520		BUILDING DEPARTMENT CONTRACTED	REPAIRS & OIL		1,000.00	200.00	1,200.00	
	A	-31-1-3620-4-54520	-		VEHICLE GAS EXPENSES		08/20/2019			
7	A3113624	54510		BUILDING DEPARTMENT CONTRACTED	REPAIRS & MAINTENANCE VEHICLE		400.00	-200.00	200.00	
	A	-31-1-3620-4-54510	-		VEHICLE GAS EXPENSES		08/20/2019			
8	A3638194	54650		COMPOST FACILITY CS	UTILITIES		3,000.00	1,700.00	4,700.00	
	A	-36-3-8185-4-54650	-		DPW EXPENDITURES THROUGH YE		08/20/2019			
9	A3031634	54650		VISITOR CENTER CS	VC UTILITIES		4,000.00	3,700.00	7,700.00	
	A	-30-3-1621-4-54650	-		DPW EXPENDITURES THROUGH YE		08/20/2019			
10	A3567144	54650	3000	RECREATION EXPENSES CS	UTILITIES		10,000.00	3,000.00	13,000.00	
	A	-35-6-7140-4-54650	-3000		DPW EXPENDITURES THROUGH YE		08/20/2019			
11	A3638184	54650		TRANSFER STATION CS	UTILITIES		5,000.00	-5,000.00	.00	
	A	-36-3-8180-4-54650	-		DPW EXPENDITURES THROUGH YE		08/20/2019			
12	A3638564	54650		TREES CS	UTILITIES		400.00	-400.00	.00	
	A	-36-3-8560-4-54650	-		DPW EXPENDITURES THROUGH YE		08/20/2019			
13	A3567194	54650	3000	ICE RINKS CS	UTILITIES		37,000.00	-3,000.00	34,000.00	
	A	-35-6-7181-4-54650	-3000		DPW EXPENDITURES THROUGH YE		08/20/2019			
14	G3638124	54610		SEWER PUMPING CS	REPAIRS & MAINTENANCE BUILDING		1,627.60	1,800.00	3,427.60	
	G	-36-3-8120-4-54610	-		DPW GARAGE DOOR		08/20/2019			
15	G3638122	52300		SEWER PUMPING EQ CAP OUTLAY	MISCELLANEOUS EQUIPMENT		20,000.00	-1,800.00	18,200.00	
	G	-36-3-8120-2-52300	-		DPW GARAGE DOOR		08/20/2019			

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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
2019 8	145								
BUA A3011214-54250	08/20/2019	082019BTRG	082019	082019BTRG		CONFERENCE REGISTRATION TO COVER NYCOM TRAINING	5	400.00	
BUA A3011214-54110	08/20/2019	082019BTRG	082019	082019BTRG		OFFICE SUPPLIES TO COVER NYCOM TRAINING	5	200.00	
BUA A3011214-54540	08/20/2019	082019BTRG	082019	082019BTRG		TRAVEL TO COVER NYCOM TRAINING	5	200.00	
BUA A3011434-54110	08/20/2019	082019BTRG	082019	082019BTRG		OFFICE SUPPLIES TO COVER NYCOM TRAINING	5	200.00	
BUA A3011434-54570	08/20/2019	082019BTRG	082019	082019BTRG		TRAINING TO COVER NYCOM TRAINING	5		1,000.00
BUA A3113624-54520	08/20/2019	082019BTRG	082019	082019BTRG		GAS & OIL VEHICLE GAS EXPENSES	5	200.00	
BUA A3113624-54510	08/20/2019	082019BTRG	082019	082019BTRG		REPAIRS & MAINTENANCE VEHICLE VEHICLE GAS EXPENSES	5		200.00
BUA A3638194-54650	08/20/2019	082019BTRG	082019	082019BTRG		UTILITIES DPW EXPENDITURES THROUGH YE	5	1,700.00	
BUA A3031634-54650	08/20/2019	082019BTRG	082019	082019BTRG		VC UTILITIES DPW EXPENDITURES THROUGH YE	5	3,700.00	
BUA A3567144-54650-3000	08/20/2019	082019BTRG	082019	082019BTRG		UTILITIES DPW EXPENDITURES THROUGH YE	5	3,000.00	
BUA A3638184-54650	08/20/2019	082019BTRG	082019	082019BTRG		UTILITIES DPW EXPENDITURES THROUGH YE	5		5,000.00
BUA A3638564-54650	08/20/2019	082019BTRG	082019	082019BTRG		UTILITIES DPW EXPENDITURES THROUGH YE	5		400.00
BUA A3567194-54650-3000	08/20/2019	082019BTRG	082019	082019BTRG		UTILITIES DPW EXPENDITURES THROUGH YE	5		3,000.00
BUA G3638124-54610	08/20/2019	082019BTRG	082019	082019BTRG		REPAIRS & MAINTENANCE BUILDING DPW GARAGE DOOR	5	1,800.00	
BUA G3638122-52300	08/20/2019	082019BTRG	082019	082019BTRG		MISCELLANEOUS EQUIPMENT DPW GARAGE DOOR	5		1,800.00
BUA P3426424-54183	08/20/2019	082019BTRG	082019	082019BTRG		JULY 4TH FIREWORKS CONTRIBUTIO 4TH OF JULY CONTRIBUTION	5	500.00	
BUA P3426424-54181	08/20/2019	082019BTRG	082019	082019BTRG		SNOW PLOWING & FLOWERS 4TH OF JULY CONTRIBUTION	5		500.00
BUA F3638354-54510	08/20/2019	082019BTRG	082019	082019BTRG		REPAIRS & MAINTENANCE VEHICLE DPW WATER REPAIR	5	10,000.00	
BUA F3638332-52300	08/20/2019	082019BTRG	082019	082019BTRG		MISCELLANEOUS EQUIPMENT DPW WATER REPAIR	5		10,000.00
BUA A3335124-54160	08/20/2019	082019BTRG	082019	082019BTRG		UNIFORMS DPW UNIFORMS & SUPPLIES	5	400.00	
BUA A3638194-54180	08/20/2019	082019BTRG	082019	082019BTRG		OTHER SUPPLIES DPW UNIFORMS & SUPPLIES	5	200.00	
BUA A3031654-54610	08/20/2019	082019BTRG	082019	082019BTRG		REPAIRS & MAINTENANCE BUILDING DPW UNIFORMS & SUPPLIES	5		600.00
BUA F3638344-54180	08/20/2019	082019BTRG	082019	082019BTRG		OTHER SUPPLIES DPW WATER SUPPLIES	5	300.00	
BUA F3638332-52300						MISCELLANEOUS EQUIPMENT	5		300.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
BUA A3011214-54720	08/20/2019	082019BTRG	082019	082019BTRG		T DPW WATER SUPPLIES			
	08/20/2019	082019BTRG	082019	082019BTRG		T SERVICE CONTRACTS - PROF SERV	5	600.00	
BUA A3517512-52200	08/20/2019	082019BTRG	082019	082019BTRG		T ART RESTORATION - TROLLEY			
	08/20/2019	082019BTRG	082019	082019BTRG		T OFFICE EQUIPMENT	5		300.00
BUA A3517514-54110	08/20/2019	082019BTRG	082019	082019BTRG		T ART RESTORATION - TROLLEY			
	08/20/2019	082019BTRG	082019	082019BTRG		T OFFICE SUPPLIES	5		122.00
BUA A3517514-54250	08/20/2019	082019BTRG	082019	082019BTRG		T ART RESTORATION - TROLLEY			
	08/20/2019	082019BTRG	082019	082019BTRG		T CONFERENCE REGISTRATION	5		178.00
	08/20/2019	082019BTRG	082019	082019BTRG		T ART RESTORATION - TROLLEY			
JOURNAL 2019/08/145 TOTAL								.00	.00

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

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

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NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED UNPAID INVOICES TO BE POSTED										
6575 00000 DIRECT ENERGY BU	172393 192140039203057		173540	19MWAUG1	.05		.00	.00		
CASH A 2019/08 INV 08/12/2019 SEP-CHK: Y DISC: .00						E3577164	54650		.05	1099:
ACCT 1200 DEPT 7000 DUE 08/14/2019 DESC:1277001										
P.O. BOX 70220 PHILADELPHIA PA 19176-0220										
8269 00000 MAGNA5	172394 5192199		173541	19MWAUG1	331.21		.00	.00		
CASH A 2019/08 INV 08/12/2019 SEP-CHK: Y DISC: .00						E3577164	54670		331.21	1099:
ACCT 1200 DEPT 7000 DUE 08/14/2019 DESC:5000394										
PO BOX 780410 PHILADELPHIA PA 19178-0410										
319 00001 NATIONAL GRID	172395 172395		173542	19MWAUG1	72,745.04		.00	.00		
CASH A 2019/08 INV 08/12/2019 SEP-CHK: N DISC: .00						A3537114	54650		66.04	1099:
ACCT 1200 DEPT 3000 DUE 08/14/2019 DESC:DPW						A3031654	54650		747.40	1099:
P.O. BOX 4706 SYRACUSE NY 13221-4706						A3567144	54650	3000	1,506.14	1099:
						G3638124	54650		3,353.12	1099:
						A3031624	54650		28.66	1099:
						A3416314	54650		330.58	1099:
						A3567194	54650	3000	1,327.58	1099:
						F3638324	54650		4,536.15	1099:
						F3638324	54650		21.23	1099:
						F3638334	54650		27,837.36	1099:
						A3335184	54750		32,990.78	1099:
319 00001 NATIONAL GRID	172396 172396		173543	19MWAUG1	2,014.27		.00	.00		
CASH A 2019/08 INV 08/12/2019 SEP-CHK: N DISC: .00						A3143314	54650		50.04	1099:
ACCT 1200 DEPT 4000 DUE 08/14/2019 DESC:DPS						A3143314	54751		68.05	1099:
P.O. BOX 4706 SYRACUSE NY 13221-4706						A3143124	54650		84.98	1099:
						A3143314	54751		108.97	1099:
						A3143414	54650		136.10	1099:
						A3143314	54751		147.15	1099:
						A3143314	54751		156.75	1099:
						A3143314	54751		162.23	1099:
						A3143314	54751		189.14	1099:
						A3143314	54751		212.09	1099:
						A3143314	54751		215.05	1099:
						A3143314	54751		216.90	1099:
						A3143314	54751		266.82	1099:

NEW INVOICES

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
1831	00001 VERIZON WIRELESS	172408 9834733213		173555	19MWAUG1	720.04		.00	.00		
CASH A	2019/08	INV 08/12/2019	SEP-CHK: N	DISC: .00		A3031444	54180		36.42	1099:	
ACCT 1200	DEPT 3000	DUE 08/14/2019	DESC:642000522-00001			A3031444	54180		22.14	1099:	
P O BOX 408	NEWARK NJ 07101-0408					A3031444	54180		36.42	1099:	
						A3031444	54670		36.42	1099:	
						A3031444	54670		36.42	1099:	
						A3031444	54670		36.42	1099:	
						A3031444	54670		16.42	1099:	
						A3031444	54670		16.42	1099:	
						A3031494	54670		36.42	1099:	
						A3031494	54670		36.42	1099:	
						A3335014	54670		18.91	1099:	
						A3335014	54670		36.42	1099:	
						A3335014	54670		16.70	1099:	
						A3335014	54670		35.45	1099:	
						A3335014	54670		16.70	1099:	
						A3335014	54670		35.45	1099:	
						A3335014	54670		18.91	1099:	
						A3335014	54670		40.42	1099:	
						A3335014	54670		18.91	1099:	
						A3335014	54670		35.45	1099:	
						A3537114	54670		16.19	1099:	
						A3567144	54670	3000	36.42	1099:	
						A3638194	54670		16.42	1099:	
						F3638334	54670		36.42	1099:	
						F3638334	54670		26.65	1099:	
						F3638344	54670		18.91	1099:	
						G3638124	54670		22.21	1099:	
1831	00001 VERIZON WIRELESS	172409 9834714103		173556	19MWAUG1	917.95		.00	.00		
CASH A	2019/08	INV 08/12/2019	SEP-CHK: N	DISC: .00		A3143414	54670		917.95	1099:	
ACCT 1200	DEPT 4000	DUE 08/14/2019	DESC:4865851008-00001								
P O BOX 408	NEWARK NJ 07101-0408										
1831	00001 VERIZON WIRELESS	172410 9834773081		173557	19MWAUG1	1,223.22		.00	.00		
CASH A	2019/08	INV 08/12/2019	SEP-CHK: N	DISC: .00		A3143124	54670		1,223.22	1099:	
ACCT 1200	DEPT 4000	DUE 08/14/2019	DESC:842249443-00001								
P O BOX 408	NEWARK NJ 07101-0408										
18 APPROVED UNPAID INVOICES						TOTAL	85,923.77				
18 INVOICE(S)						REPORT POST TOTAL	85,923.77				

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2019 08	A3021694 A	-30-2-1681-4-54670 -	PHONES	44.87	582.70
	A3021694 A	-30-2-1681-4-54740 -	SERVICE CONTRAC	429.78	14,108.36
	A3031444 A	-30-3-1440-4-54180 -	OTHER SUPPLIES	94.98	323.04
	A3031444 A	-30-3-1440-4-54670 -	PHONES	105.68	979.93
	A3031494 A	-30-3-1490-4-54670 -	PHONES	72.84	1,261.78
	A3031624 A	-30-3-1620-4-54650 -	UTILITIES	28.66	5,715.46
	A3031654 A	-30-3-1623-4-54650 -	UTILITIES	747.40	7,088.53
	A3051414 A	-30-5-1410-4-54573 -	RISK-SAFETY PRO	80.02	10,269.82
	A3051414 A	-30-5-1410-4-54671 -	PHONES & FAX	112.44	1,153.21
	A3143124 A	-31-4-3120-4-54650 -	UTILITIES	84.98	618.89
	A3143124 A	-31-4-3120-4-54670 -	PHONES	1,223.22	15,475.69
	A3143124 A	-31-4-3120-4-54740 -	SERVICE CONTRAC	59.58	55,858.81
	A3143314 A	-31-4-3310-4-54650 -	UTILITIES	50.04	891.41
	A3143314 A	-31-4-3310-4-54740 -	SERVICE CONTRAC	99.99	400.08
	A3143314 A	-31-4-3310-4-54751 -	UTILITIES TRAFF	1,771.07	12,785.67
	A3143414 A	-31-4-3410-4-54650 -	UTILITIES	136.10	268.42
	A3143414 A	-31-4-3410-4-54670 -	PHONES	917.95	5,287.68
	A3335014 A	-33-3-5010-4-54670 -	PHONES	273.32	1,527.02
	A3335184 A	-33-3-5182-4-54750 -	STREET LIGHTING	32,990.78	238,142.61
	A3416314 A	-34-1-6310-4-54650 -	UTILITIES	330.58	2,055.67
	A3537114 A	-35-3-7110-4-54650 -	UTILITIES	66.04	21,473.01
	A3537114 A	-35-3-7110-4-54670 -	PHONES	16.19	511.42
	A3567144 A	-35-6-7140-4-54650 -3000	UTILITIES	1,506.14	1,980.58
	A3567144 A	-35-6-7140-4-54670 -3000	PHONES	36.42	76.35
	A3567194 A	-35-6-7181-4-54650 -3000	UTILITIES	1,327.58	20,985.82
	A3567194 A	-35-6-7181-4-54720 -	SERVICE CONTRAC	500.00	2,400.00
	A3638194 A	-36-3-8185-4-54670 -	PHONES	16.42	202.40
	E3577164 E	-35-7-7160-4-54650 -	UTILITIES	5,851.19	75,584.16
	E3577164 E	-35-7-7160-4-54670 -	PHONES	1,097.46	2,285.42
	F3638324 F	-36-3-8320-4-54650 -	UTILITIES	4,557.38	32,453.07
	F3638334 F	-36-3-8330-4-54650 -	UTILITIES	27,837.36	268,527.34
	F3638334 F	-36-3-8330-4-54670 -	PHONES	63.07	955.02
	F3638344 F	-36-3-8340-4-54670 -	PHONES	18.91	425.85
	G3638124 G	-36-3-8120-4-54650 -	UTILITIES	3,353.12	23,218.66
	G3638124 G	-36-3-8120-4-54670 -	PHONES	22.21	342.00
REPORT TOTALS				85,923.77	

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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
2019 8 89	API E3577164-54650	08/14/2019 W	19MWAUG1	006575		172393	UTILITIES 1277001		.05	
API E3577164-54670	08/14/2019 W	19MWAUG1	008269			172394	PHONES 5000394		331.21	
API A3537114-54650	08/14/2019 W	19MWAUG1	000319			172395	UTILITIES DPW		66.04	
API A3031654-54650	08/14/2019 W	19MWAUG1	000319			172395	UTILITIES DPW		747.40	
API A3567144-54650-3000	08/14/2019 W	19MWAUG1	000319			172395	UTILITIES DPW		1,506.14	
API G3638124-54650	08/14/2019 W	19MWAUG1	000319			172395	UTILITIES DPW		3,353.12	
API A3031624-54650	08/14/2019 W	19MWAUG1	000319			172395	UTILITIES DPW		28.66	
API A3416314-54650	08/14/2019 W	19MWAUG1	000319			172395	UTILITIES DPW		330.58	
API A3567194-54650-3000	08/14/2019 W	19MWAUG1	000319			172395	UTILITIES DPW		1,327.58	
API F3638324-54650	08/14/2019 W	19MWAUG1	000319			172395	UTILITIES DPW		4,536.15	
API F3638324-54650	08/14/2019 W	19MWAUG1	000319			172395	UTILITIES DPW		21.23	
API F3638334-54650	08/14/2019 W	19MWAUG1	000319			172395	UTILITIES DPW		27,837.36	
API A3335184-54750	08/14/2019 W	19MWAUG1	000319			172395	STREET LIGHTING DPW		32,990.78	
API A3143314-54650	08/14/2019 W	19MWAUG1	000319			172396	UTILITIES DPS		50.04	
API A3143314-54751	08/14/2019 W	19MWAUG1	000319			172396	UTILITIES TRAFFIC LIGHTS DPS		68.05	
API A3143124-54650	08/14/2019 W	19MWAUG1	000319			172396	UTILITIES DPS		84.98	
API A3143314-54751	08/14/2019 W	19MWAUG1	000319			172396	UTILITIES TRAFFIC LIGHTS DPS		108.97	
API A3143414-54650	08/14/2019 W	19MWAUG1	000319			172396	UTILITIES DPS		136.10	
API A3143314-54751	08/14/2019 W	19MWAUG1	000319			172396	UTILITIES TRAFFIC LIGHTS DPS		147.15	
API A3143314-54751	08/14/2019 W	19MWAUG1	000319			172396	UTILITIES TRAFFIC LIGHTS DPS		156.75	
API A3143314-54751	08/14/2019 W	19MWAUG1	000319			172396	UTILITIES TRAFFIC LIGHTS DPS		162.23	
API A3143314-54751	08/14/2019 W	19MWAUG1	000319			172396	UTILITIES TRAFFIC LIGHTS DPS		189.14	
API A3143314-54751	08/14/2019 W	19MWAUG1	000319			172396	UTILITIES TRAFFIC LIGHTS DPS		212.09	
API A3143314-54751	08/14/2019 W	19MWAUG1	000319			172396	UTILITIES TRAFFIC LIGHTS DPS		215.05	

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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	
	08/14/2019 W	19MWAUG1	000319		172396	DPS				
API A3143314-54751	08/14/2019 W	19MWAUG1	000319		172396	UTILITIES TRAFFIC LIGHTS		216.90		
	08/14/2019 W	19MWAUG1	000319		172396	DPS				
API A3143314-54751	08/14/2019 W	19MWAUG1	000319		172396	UTILITIES TRAFFIC LIGHTS		266.82		
	08/14/2019 W	19MWAUG1	000319		172396	DPS				
API E3577164-54650	08/14/2019 W	19MWAUG1	000319		172397	UTILITIES		5,851.14		
	08/14/2019 W	19MWAUG1	000319		172397	CITY CENTER				
API A3143124-54740	08/14/2019 W	19MWAUG1	000223		172398	SERVICE CONTRACTS - EQUIPMENT		59.58		
	08/14/2019 W	19MWAUG1	000223		172398	323252-102344A3				
API E3577164-54670	08/14/2019 W	19MWAUG1	001699		172399	PHONES		84.99		
	08/14/2019 W	19MWAUG1	001699		172399	202-485526901-001				
API A3143314-54740	08/14/2019 W	19MWAUG1	007001		172400	SERVICE CONTRACTS - EQUIPMENT		99.99		
	08/14/2019 W	19MWAUG1	007001		172400	013887001				
API A3021694-54740	08/14/2019 W	19MWAUG1	007001		172401	SERVICE CONTRACTS - EQUIPMENT		429.78		
	08/14/2019 W	19MWAUG1	007001		172401	020946201				
API A3567194-54720	08/14/2019 W	19MWAUG1	005997		172402	SERVICE CONTRACTS - PROF SERV		500.00		
	08/14/2019 W	19MWAUG1	005997		172402	202-904547801-001				
API A3143314-54751	08/14/2019 W	19MWAUG1	001927		172403	UTILITIES TRAFFIC LIGHTS		27.92		
	08/14/2019 W	19MWAUG1	001927		172403	851750523000172				
API A3021694-54670	08/14/2019 W	19MWAUG1	001927		172404	PHONES		8.45		
	08/14/2019 W	19MWAUG1	001927		172404	6517504680000197				
API A3021694-54670	08/14/2019 W	19MWAUG1	001831		172405	PHONES		36.42		
	08/14/2019 W	19MWAUG1	001831		172405	442028324-00002				
API A3051414-54671	08/14/2019 W	19MWAUG1	001831		172406	PHONES & FAX		60.96		
	08/14/2019 W	19MWAUG1	001831		172406	ACCOUNTS				
API A3051414-54671	08/14/2019 W	19MWAUG1	001831		172406	PHONES & FAX		51.48		
	08/14/2019 W	19MWAUG1	001831		172406	ACCOUNTS				
API A3051414-54573	08/14/2019 W	19MWAUG1	001831		172406	RISK-SAFETY PROGRAMMING		80.02		
	08/14/2019 W	19MWAUG1	001831		172406	ACCOUNTS				
API E3577164-54670	08/14/2019 W	19MWAUG1	001831		172407	PHONES		681.26		
	08/14/2019 W	19MWAUG1	001831		172407	480169107-00001				
API A3031444-54180	08/14/2019 W	19MWAUG1	001831		172408	OTHER SUPPLIES		36.42		
	08/14/2019 W	19MWAUG1	001831		172408	642000522-00001				
API A3031444-54180	08/14/2019 W	19MWAUG1	001831		172408	OTHER SUPPLIES		22.14		
	08/14/2019 W	19MWAUG1	001831		172408	642000522-00001				
API A3031444-54180	08/14/2019 W	19MWAUG1	001831		172408	OTHER SUPPLIES		36.42		
	08/14/2019 W	19MWAUG1	001831		172408	642000522-00001				
API A3031444-54670	08/14/2019 W	19MWAUG1	001831		172408	PHONES		36.42		
	08/14/2019 W	19MWAUG1	001831		172408	642000522-00001				
API A3031444-54670	08/14/2019 W	19MWAUG1	001831		172408	PHONES		36.42		
	08/14/2019 W	19MWAUG1	001831		172408	642000522-00001				
API A3031444-54670	08/14/2019 W	19MWAUG1	001831		172408	PHONES		16.42		
	08/14/2019 W	19MWAUG1	001831		172408	642000522-00001				
API A3031444-54670	08/14/2019 W	19MWAUG1	001831		172408	PHONES		16.42		
	08/14/2019 W	19MWAUG1	001831		172408	642000522-00001				
API A3031494-54670	08/14/2019 W	19MWAUG1	001831		172408	PHONES		36.42		
	08/14/2019 W	19MWAUG1	001831		172408	642000522-00001				
API A3031494-54670	08/14/2019 W	19MWAUG1	001831		172408	PHONES		36.42		
	08/14/2019 W	19MWAUG1	001831		172408	642000522-00001				

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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
API	A3335014-54670						PHONES		18.91	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3335014-54670						PHONES		36.42	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3335014-54670						PHONES		16.70	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3335014-54670						PHONES		35.45	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3335014-54670						PHONES		16.70	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3335014-54670						PHONES		35.45	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3335014-54670						PHONES		18.91	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3335014-54670						PHONES		40.42	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3335014-54670						PHONES		18.91	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3335014-54670						PHONES		35.45	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3537114-54670						PHONES		16.19	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3567144-54670-3000						PHONES		36.42	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3638194-54670						PHONES		16.42	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	F3638334-54670						PHONES		36.42	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	F3638334-54670						PHONES		26.65	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	F3638344-54670						PHONES		18.91	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	G3638124-54670						PHONES		22.21	
	08/14/2019 W	19MWAUG1	001831			172408	642000522-00001			
API	A3143414-54670						PHONES		917.95	
	08/14/2019 W	19MWAUG1	001831			172409	4865851008-00001			
API	A3143124-54670						PHONES		1,223.22	
	08/14/2019 W	19MWAUG1	001831			172410	842249443-00001			
GENERAL LEDGER TOTAL									85,923.77	.00
API	A-2600						ACCOUNTS PAYABLE			43,123.07
	08/14/2019 W	19MWAUG1	B 3064							
API	E-2600						ACCOUNTS PAYABLE			6,948.65
	08/14/2019 W	19MWAUG1	B 3064							
API	F-2600						ACCOUNTS PAYABLE			32,476.72
	08/14/2019 W	19MWAUG1	B 3064							
API	G-2600						ACCOUNTS PAYABLE			3,375.33

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CITY OF SARATOGA SPRINGS LIVE
19MWAUG1

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2019	8	89	08/14/2019			
	A-1522					EXPENDITURES	43,123.07	
	A-2600					ACCOUNTS PAYABLE		43,123.07
						FUND TOTAL	43,123.07	43,123.07
E	CITY CENTER AUTHORITY	2019	8	89	08/14/2019			
	E-1522					EXPENDITURES	6,948.65	
	E-2600					ACCOUNTS PAYABLE		6,948.65
						FUND TOTAL	6,948.65	6,948.65
F	WATER FUND	2019	8	89	08/14/2019			
	F-1522					EXPENDITURES	32,476.72	
	F-2600					ACCOUNTS PAYABLE		32,476.72
						FUND TOTAL	32,476.72	32,476.72
G	SEWER FUND	2019	8	89	08/14/2019			
	G-1522					EXPENDITURES	3,375.33	
	G-2600					ACCOUNTS PAYABLE		3,375.33
						FUND TOTAL	3,375.33	3,375.33

** 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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CLERK: u101 BATCH: 3065

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	120402	001 LANDMARK ARCHAEOLOGY	1.00	0.00	1.00	0.00	0	CHANGE ORDER #1, CHANES TO DATA RECO
	171866	001 GREENMAN-PEDERSEN, I	1.00	0.00	0.00	1.00	9	GREENBELT TRAIL PRELIMINARY AND FINA
	180001	001 FITZGERALD MORRIS BA	1.00	0.00	0.00	1.00	9	LEGAL SERVICES FOR ARTICLE 7 CCA 12
	180569	001 SARATOGA COUNTY ANIM	1.00	0.00	1.00	0.00	0	ANNUAL CONTRACT 2018 CCA 5/1/18
	180572	001 PHYSIO-CONTROL, INC.	2.00	0.00	0.00	2.00	9	LP15-OSCOMP-4 4 YR SERVICE AGREEMENT
	180843	001 THE ARCHITECTURAL CO	1.00	0.00	0.00	1.00	9	CHANGE ORDER #1 DPW DISPATCH CCA 1
	180906	001 FITZGERALD MORRIS BA	1.00	0.00	0.00	1.00	9	LANDFILL ADDEDNUM 3 CCA 12/5/18
	190006	001 TVC ALBANY, INC.	12.00	0.00	0.00	12.00	8	TELECOMMUNICATION SERVICES
	190007	001 FIBER TECHNOLOGIES N	12.00	0.00	0.00	12.00	8	FIBER LEASE
	190014	001 CASELLA WASTE SERVIC	1.00	0.00	0.00	1.00	8	TIPPING AND HAULING NOT TO EXCEED
	190020	001 WALSH & WALSH LLP	1.00	0.00	0.00	1.00	8	BOND COUNSEL SERVICES RFP 2015-46 C
	190140	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	MARK MILKS BOOTS/JACKET POLICY NOT T
	190141	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	MARK MILKS PANTS POLICY NOT TO EXCEE
	190192	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	JEROD DELANEY BOOTS/JACKET POLICY NO
	190193	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	JEROD DELANEY PANTS POLICY NOT TO EX
	190203	001 3 RINGS PTS, LLC	1.00	0.00	0.00	1.00	8	2019 SECURITY SERVICES FOR THE SARAT
	190229	001 MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00	8	BUILDING ALARM SERVICES AS FOLLOWS:
		001 MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		BUILDING ALARM SERVICES AS FOLLOWS:
		001 MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		BUILDING ALARM SERVICES AS FOLLOWS:
		001 MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		BUILDING ALARM SERVICES AS FOLLOWS:
		001 MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		BUILDING ALARM SERVICES AS FOLLOWS:
		001 MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		BUILDING ALARM SERVICES AS FOLLOWS:
	190246	001 VERIZON CONNECT NWF,	11.00	0.00	0.00	11.00	8	NETWORK FLEET MONTHLY FEB-DEC 2019
		001 VERIZON CONNECT NWF,	11.00	0.00	0.00	11.00		NETWORK FLEET MONTHLY FEB-DEC 2019
	190268	001 CONFIDATA	4.00	0.00	0.00	4.00	8	LARGE TOTE DOCUMENT DESTRUCTION
	190276	001 STANTEC CONSULTING G	1.00	0.00	0.00	1.00	0	NELSON AVE. STORM DRAIN ADDENDUM 3
	190278	001 STONE INDUSTRIES	1.00	0.00	0.00	1.00	8	AS FOLLOWS:
		001 STONE INDUSTRIES	1.00	0.00	0.00	1.00		AS FOLLOWS:
		001 STONE INDUSTRIES	1.00	0.00	0.00	1.00		AS FOLLOWS:
		001 STONE INDUSTRIES	1.00	0.00	0.00	1.00		AS FOLLOWS:

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 3065

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00		AS FOLLOWS:
	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00		AS FOLLOWS:
	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00		AS FOLLOWS:
	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00		AS FOLLOWS:
	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00		AS FOLLOWS:
	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00		AS FOLLOWS:
	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00		AS FOLLOWS:
190280	001	TVC ALBANY, INC.	1.00	0.00	0.00	1.00	8	MONTHLY FIBER LEASE FOR 911 SYSTEM
190281	001	MULTIMED BILLING SER	1.00	1.00	0.00	0.00	8	2019 AMBULANCE BILLING SERVICE
190296	001	CLARK PATTERSON LEE	1.00	0.00	0.00	1.00	8	BUILDING RENOVATION-DESIGN, CONTRACT
190300	001	WELLNESS FARM	12.00	0.00	0.00	12.00	8	BOARD AND CARE FOR 2 POLICE HORSES
190302	001	SARATOGA CONVENTION	4.00	0.00	0.00	4.00	8	CONTRACT FDOR MANAGEMENT OF VISITORS
190311	001	COMPLUS DATA INNOVAT	1.00	0.00	0.00	1.00	8	PARKING TICKET MANAGEMENT
190315	001	PALLETTE STONE CORP	1.00	0.00	0.00	1.00	8	ASPHALT CONCRETE PER SARATOGA COUNT
190327	001	ALL AMERICAN POLY	200.00	0.00	0.00	200.00	0	CASES OF 200 PRINTED POLYETHYLENE BA
190346	001	CNA ENVIRONMENTAL IN	1.00	0.00	0.00	1.00	8	LABORATORY SERVICES PER RFP 2019-20
190350	001	PITTSFIELD COMMUNICA	12.00	0.00	0.00	12.00	8	MONTHLY SERVICE, REPAIR, AND MAINTEN
190354	001	MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY M. KONKEL NOT TO EXCE
190357	001	BARTON & LOGUIDICE	1.00	0.00	0.00	1.00	0	UPDATE O&M MANUAL FOR COMPOST FACILI
190374	001	MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00	8	SEWER LEVEL MONITORING- 24 SITES NO
190383	001	AMCHAR WHOLESALE INC	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
190385	001	BRITE COMPUTERS	1.00	0.00	1.00	0.00	0	SOFTWARE MAINTENANCE AND TECH SUPPOR
190389	001	PETER J GAILOR LANDS	1.00	0.00	0.00	1.00	8	LANDSCAPING FOR THE CITY CENTER FOR
190390	001	CREIGHTON MANNING EN	1.00	0.00	0.00	1.00	8	CRESCENT AVENUE CONNECTOR FEASIBILIT
	001	CREIGHTON MANNING EN	1.00	0.00	0.00	1.00		CRESCENT AVENUE CONNECTOR FEASIBILIT
190398	001	PALLETTE STONE CORP	1.00	0.00	0.00	1.00	8	RUBBLE/BLACKTOP PER SARATOGA COUNTY
190400	001	BOUND TREE MEDICAL L	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES CCA 4/2/
190410	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00	8	8 MONTHS UNIFORM RENTAL & CLEANING,
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		8 MONTHS UNIFORM RENTAL & CLEANING,
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		8 MONTHS UNIFORM RENTAL & CLEANING,
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		8 MONTHS UNIFORM RENTAL & CLEANING,

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 3065

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		8 MONTHS UNIFORM RENTAL & CLEANING,
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		8 MONTHS UNIFORM RENTAL & CLEANING,
190430	001	ALBANY ADVENTURE PAR	2.00	0.00	2.00	0.00	0	CAMP SARADAC FIELD TRIPS 7/3/19 AND
190434	001	SCHENECTADY MUSEUM	1.00	0.00	1.00	0.00	0	CAMP SARADAC 7/22/19 125 CAMPERS @ \$
190449	001	CHEF SARATOGA LLC	75.00	0.00	75.00	0.00	0	CAMPERS CAMP SARADAC
190452	001	BARTON & LOGUIDICE	1.00	0.00	0.00	1.00	8	SKIDMORE EDUCATION SUPPORT BUILDING
190453	001	ECLECTIC SONGS	3.00	0.00	0.00	3.00	8	DJ SERVICES CAMP SARADAC 7/16/19 8/6
190454	001	GOLDBERGER AND KREME	1.00	0.00	0.00	1.00	8	ADDENDUM ONE NOT TO EXCEED CCA 5/7
190477	001	BARTON & LOGUIDICE	1.00	0.00	0.00	1.00	8	REMEDIATION OF NIAGRA MOHAWK SITE N
190485	001	SHERRILL INC	1.00	0.00	0.00	1.00	8	AS FOLLOWS:
190500	001	AFSCO FENCE SUPPLY C	1.00	0.00	1.00	0.00	0	ALUMINUM FENCE SYSTEM AS PER QUOTE
190504	001	BARTON & LOGUIDICE	1.00	0.00	0.00	1.00	8	STATION LANE APARTMENTS PLANNING BD
190514	001	HOLLAND CO INC	17500.00	0.00	1.00	17499.00	8	GALLON POLYALUMINUM CHLORIDE NOT TO
190517	001	SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00	8	AS FOLLOWS:
	001	SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00		AS FOLLOWS:
	001	SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00		AS FOLLOWS:
	001	SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00		AS FOLLOWS:
190525	001	BARTON & LOGUIDICE	1.00	0.00	0.00	1.00	8	ADDENDUM ONE SGT DOWNTOWN EXTENDER
190531	001	POMPA BROTHERS	1.00	0.00	0.00	1.00	8	RUBBLE PER SC18-PWAC-3
190534	001	GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE 13331269 KRYSTAL MORRIS Z
190535	001	GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE 13268157 ALEX LAMBIAS ZONE
190536	001	GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE 13268163 LOGAN MURPHY ZONE
190537	001	GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE 13268159 DANIEL ROBERTSON
190538	001	GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE 13315383 SARAH HOFFMAN ZON
190541	001	GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE 13179428 S. KRAPPMAN
190557	001	MLB CONSTRUCTION SER	1.00	0.00	0.00	1.00	8	CITY HALL-GENERAL CONSTRUCTION PER R
190573	001	JOE JOHNSON EQUIPMEN	1.00	0.00	1.00	0.00	0	PARTS AS QUOTED 7/2/19
190583	001	NYNE EQUIPMENT, INC	1.00	0.00	1.00	0.00	0	DISCHARGE BELT MOTOR REPAIR AS PER Q

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 CITY OF SARATOGA SPRINGS LIVE
 PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 3065

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	190587	001 XYLEM FLYGT CORP	10.00	0.00	10.00	0.00	0	PART 528 88 30
	190588	001 JOE JOHNSON EQUIPMEN	1.00	0.00	1.00	0.00	0	PARTS AS QUOTED 7/18/19
	190605	001 TAPCO	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
	190619	001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00	8	CONCRETE SARATOGA COUNTY SC19-PWAC-
	190622	001 MUNICIPAL EMERGENCY	1.00	0.00	1.00	0.00	0	HYDRAULIC RESCUE TOOL SERVICE PER Q

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED UNPAID INVOICES TO BE POSTED											
8027	00000 3 RINGS PTS, LLC	172411 00255	190203	173558	19AUG2	542.69		.00	9,236.56		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00		E3577164	54720		542.69	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:8/2/19								
97 FT JOHNSON AVE FORT JONSON NY 12070											
4140	00000 ACCURATE PEST CO	172412 68286		173559	19AUG2	60.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00		E3577164	54720		60.00	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:1418								
1161 CURRY ROAD SCHENECTADY NY 12306											
4140	00000 ACCURATE PEST CO	172413 68287		173560	19AUG2	230.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00		E3577164	54720		60.00	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:71383			E3577162	52101		170.00	1099:	
1161 CURRY ROAD SCHENECTADY NY 12306											
2785	00001 ADIRONDACK TIRE	172414 0776577		173561	19AUG2	44.61		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3335014	54510		44.61	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:S1100								
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866											
2785	00001 ADIRONDACK TIRE	172415 0776545		173562	19AUG2	355.44		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143414	54510		355.44	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:S8575								
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866											
2785	00001 ADIRONDACK TIRE	172416 0776668		173563	19AUG2	492.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143414	54510		492.00	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:S8575								
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866											
70	00000 ADVANTAGE PRESS	172417 44145		173564	19AUG2	280.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3567194	54410		280.00	1099:	
ACCT 1200	DEPT 6000	DUE 08/20/2019	DESC:8/7/19								
74 WARREN STREET SARATOGA SPRINGS NY 12866											

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
63	00001 AFSCO FENCE SUPP	172418 19-25284-1	190500	173565	19AUG2	24,975.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			H3638332	52000	1237	24,975.00	1099:
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:CITSARS								
34 BIG BOOM ROAD QUEENSBURY NY 12804											
5400	00001 AIRGAS EAST	172420 9963534847		173567	19AUG2	34.19		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3143314	54390		34.19	1099:
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:2581569								
P O BOX 734445 CHICAGO IL 60673-4445											
8292	00000 ALBANY ADVENTURE	172421 300	190430	173568	19AUG2	1,575.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3567154	54500		1,575.00	1099:
ACCT 1200	DEPT 6000	DUE 08/20/2019	DESC:8/7/19								
30 A POST ROAD ALBANY NY 12205											
798	00001 ALL AMERICAN POL	172422 240942	190327	173569	19AUG2	6,660.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3638184	54380		6,660.00	1099:
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:6/3/19								
P O BOX 10148 NEW BRUNSWICK NJ 08906											
5044	00000 ALL SEASONS TEXT	172423 836984		173570	19AUG2	69.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00			E3577164	54720		69.00	1099:
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:023980								
9 TAYLOR AVENUE P O BOX 222 CLINTON NY 13323											
5044	00000 ALL SEASONS TEXT	172424 838671		173571	19AUG2	69.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00			E3577164	54720		69.00	1099:
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:023980								
9 TAYLOR AVENUE P O BOX 222 CLINTON NY 13323											
31	00001 ALLERDICE BUILDI	172425 172425		173572	19AUG2	98.44		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00			E3577164	54140		98.44	1099:
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:662								
41 WALWORTH STREET SARATOGA SPRINGS NY 12866											

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NEW INVOICES

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NEW INVOICES

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
139	00001 CAPITOL DISTRICT	172453 172453		173600	19AUG2	728.91	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3031624 54610		53.61	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:3691			A3031624 54610		711.68	1099:	
252 WASHINGTON STREET	SARATOGA SPRINGS	NY 12866				A3031624 54610		-557.73	1099:	
						A3031654 54610		45.40	1099:	
						A3537114 54180		15.90	1099:	
						A3537114 54330		454.20	1099:	
						A3537224 54180		5.85	1099:	
417	00001 CASELLA WASTE SE	172455 2108732	190014	173602	19AUG2	1,550.48	.00	34,567.75		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3638184 54521		1,235.48	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:28-34321 0			A3638184 54700		315.00	1099:	
P.O. BOX 1372	WILLISTON VT	05495-1372								
5598	00001 CDPHP UNIVERSAL	172456 191940001185		173603	19AUG2	19,910.66	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00		E3577168 58010		19,910.66	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:10013542							
P.O. BOX 5525	BINGHAMTON NY	13902-5251								
136	00000 CERTIFIED AMBULA	172457 SSF-0819		173604	19AUG2	167.25	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143414 54771		167.25	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:8/1/19							
P O BOX 290184	WETHERSFIELD CT	06129								
8191	00000 CHEF SARATOGA LL	172458 0258	190449	173605	19AUG2	1,200.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3567154 54500		1,200.00	1099:	
ACCT 1200	DEPT 6000	DUE 08/20/2019	DESC:5/13/19							
26 WINDING BROOK DR.	SARATOGA SPRINGS	NY 12866								
3814	00000 CLARE'S EMBROIDE	172459 2444-B		173606	19AUG2	140.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143124 54160		140.00	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:6/29/19							
1 S FEDERAL ST, SUITE 1	SARATOGA SPRINGS	NY 12866								

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7207	00001 CLARK PATTERSON	172460 63722	190296	173607	19AUG2	8,379.19		.00	164,870.81		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			H3031492	52000 1141	8,379.19	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:13732.06								
30 CENTURY HILL DR., SUITE 104 LATHAM NY 12110											
4904	00001 CLASS C SOLUTION	172461 31650440001		173608	19AUG2	342.09		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3335014	54510	342.09	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:287902								
BOX 78845 MILWAUKEE IL 53278-8845											
429	00001 CLIFTON PARK REN	172462 11036-6		173609	19AUG2	12,280.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00			E3577164	54202	12,280.00	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:7/30/19								
871 MAIN STREET CLIFTON PARK NY 12065											
5027	00000 COMPLUS DATA INN	172463 INV-041040	190311	173610	19AUG2	6,428.10		.00	54,364.04		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3143014	54802	6,428.10	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:7/31/19								
120 WHITE PLAINS ROAD TARRYTOWN NY 10591											
7563	00000 LINDSEY CONNORS	172464 172464		173611	19AUG2	32.48		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			Y3618684	54220 463	32.48	1099:	
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:MILEAGE								
324 DANIELS ROAD SARATOGA SPRINGS NY 12866											
7682	00000 CORE & MAIN LP	172465 172465		173612	19AUG2	540.57		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			F3638344	54180	540.57	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:205549								
PO BOX 28330 ST. LOUIS MO 63146											
149	00001 CNA ENVIRONMENTA	172466 172466	190346	173613	19AUG2	973.00		.00	8,710.35		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			F3638334	54708	973.00	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:JULY								
27 KENT STREET STE. 102 BALLSTON SPA NY 12020											

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
152	00000 CREIGHTON MANNIN	172467 119089#2	190390	173614	19AUG2	1,975.90		.00	13,029.80		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			H3043012	52000 1247	1,975.90	1099:7	
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:7/9/19								
2 WINNERS CIRCLE ALBANY NY 12205											
152	00000 CREIGHTON MANNIN	172468 119089#1	190390	173615	19AUG2	2,783.40		.00	13,029.80		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			H3043012	52000 1247	2,783.40	1099:7	
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:6/19/19								
2 WINNERS CIRCLE ALBANY NY 12205											
3203	00001 CRYSTAL ROCK LLC	172470 1781849 072319		173618	19AUG2	14.34		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00			E3577164	54792	14.34	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:776672317818429								
P O BOX 10028 WATERBURY CT 06725-0028											
3	00002 CSEA-EBF	172471 AUG-2019		173619	19AUG2	2,068.90		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00			A3739068	58011	1,582.10	1099:	
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:#268-DPW				A3769068	58011 3000	219.06	1099:	
ONE LEAR JET LANE SUITE ONE LATHAM NY 12110							F3739068	58011	97.36	1099:	
							G3739068	58011	170.38	1099:	
3	00001 CSEA-EBF	172472 AUG 2019		173620	19AUG2	2,580.04		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00			A3011478	58011	24.34	1099:	
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:#NB365-CITY HALL & ADMIN				A3719068	58011	462.46	1099:	
PO BOX 516 LATHAM NY 12110-0516							A3729068	58011	267.74	1099:	
							A3739068	58011	296.13	1099:	
							A3749068	58011	657.18	1099:	
							A3759068	58011	219.06	1099:	
							A3769068	58011	121.70	1099:	
							F3739068	58011	399.56	1099:	
							G3739068	58011	131.87	1099:	
872	00000 CURTIS LUMBER CO	172473 1907-080206		173621	19AUG2	21.39		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3335014	54180	21.39	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:282								
885 ROUTE 67 BALLSTON SPA NY 12020											

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1	00001 COMMISSIONER OF	172481 172481		173629	19AUG2	1,604.80	.00	.00		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 7000 DUE 08/20/2019 DESC:010007 CITY HALL - 474 BROADWAY SARATOGA SPRINGS NY 12866						E3577164 54650	1,604.80	1099:	
4899	00000 FITZGERALD MORRI	172482 70625	180906	173630	19AUG2	259.00	.00	32,022.42		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 08/20/2019 DESC:10258-0007-001 P.O. BOX 2017 GLENS FALLS NY 12801						A3638184 54719	259.00	1099:7	
4899	00000 FITZGERALD MORRI	172483 70617	180001	173631	19AUG2	391.00	.00	10,867.32		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 5000 DUE 08/20/2019 DESC:10258-0019 P.O. BOX 2017 GLENS FALLS NY 12801						A3051354 54720	391.00	1099:7	
197	00000 PETER J GAILOR L	172484 65070	190389	173632	19AUG2	520.00	.00	1,260.00		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 7000 DUE 08/20/2019 DESC:65071 P O BOX 609 SARATOGA SPRINGS NY 12866						E3577164 54720	520.00	1099:7	
198	00000 GALLS, LLC	172485 013271089	190541	173635	19AUG2	9.90	.00	138.00		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:1001581618 P.O. BOX 71628 CHICAGO IL 60694-1628						A3143124 54160	9.90	1099:	
198	00000 GALLS, LLC	172486 013260709	190534	173636	19AUG2	48.33	.00	657.49		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:1001581618 P.O. BOX 71628 CHICAGO IL 60694-1628						A3143124 54160	48.33	1099:	
198	00000 GALLS, LLC	172487 013260711	190536	173637	19AUG2	48.33	.00	400.49		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:1001581618 P.O. BOX 71628 CHICAGO IL 60694-1628						A3143124 54160	48.33	1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
198	00000 GALLS, LLC	172488 172488	190538	173638	19AUG2	55.00		.00	845.32		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:1001581618 P.O. BOX 71628 CHICAGO IL 60694-1628						A3143124	54160		55.00	1099:
198	00000 GALLS, LLC	172489 172489	190535	173639	19AUG2	68.83		.00	831.49		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:1001581618 P.O. BOX 71628 CHICAGO IL 60694-1628						A3143124	54160		68.83	1099:
198	00000 GALLS, LLC	172490 172490	190537	173640	19AUG2	115.83		.00	920.49		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:1001581618 P.O. BOX 71628 CHICAGO IL 60694-1628						A3143124	54160		115.83	1099:
376	00001 GAZETTE NEWSPAPE	172491 172491		173641	19AUG2	124.85		.00	.00		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 5000 DUE 08/20/2019 DESC:90122 P O BOX 1090 2345 MAXON ROAD SCHENECTADY NY 12301-1090						A3051414	54490		124.85	1099:
6207	00001 GLOBAL MONTELLLO	172492 19321656		173642	19AUG2	6,922.61		.00	.00		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 08/20/2019 DESC:8097 P.O. BOX 3372 BOSTON MA 02241						A3031444	54520		461.75	1099:
							A3051354	54520		18.41	1099:
							A3143124	54520		1,841.11	1099:
							A3143414	54520		1,209.41	1099:
							A3335014	54520		442.61	1099:
							A3567144	54520	3000	476.72	1099:
							A3638194	54520		128.08	1099:
							A3638564	54520		8.93	1099:
							E3577164	54520		49.87	1099:
							F3638334	54520		298.08	1099:
							F3638344	54520		654.46	1099:
							F3638354	54520		8.37	1099:
							G3638124	54520		449.29	1099:
							G3638124	54520		151.51	1099:
							A3335124	54520		724.01	1099:

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6207	00001 GLOBAL MONTELLO	172493 19308096		173643	19AUG2	7,903.80		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3143124	54520	7,903.80	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:8097								
P.O. BOX 3372	BOSTON MA 02241										
7562	00000 GOLDBERGER AND K	172494 JULY 2019	190454	173644	19AUG2	3,472.00		.00	10,407.12		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3011424	54720	3,472.00	1099:	
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:ADDENDUM ONE								
39 NORTH PEARL ST., STE. 201	ALBANY NY 12207										
7678	00000 AVINASH GOSS	172495 172495		173645	19AUG2	225.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3567344	54781	225.00	1099:	
ACCT 1200	DEPT 6000	DUE 08/20/2019	DESC:REF								
13 ROUND TABLE RD.	SARATOGA SPRINGS NY 12866										
189	00001 GRAINGER	172496 9229816344		173646	19AUG2	85.98		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00			E3577164	54140	85.98	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:812909570								
DEPT 800013294	PALATINE IL 60038-0001										
189	00001 GRAINGER	172497 172497		173647	19AUG2	2,631.09		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3031624	54140	61.35	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:800013294				A3031654	54140	103.00	1099:	
DEPT 800013294	PALATINE IL 60038-0001						A3031654	54140	131.81	1099:	
							A3335014	54180	156.83	1099:	
							A3335184	54750	594.65	1099:	
							A3537114	54140	423.72	1099:	
							A3537114	54330	171.72	1099:	
							A3537114	54680	177.60	1099:	
							A3567174	54610	72.96	1099:	
							A3567174	54610	45.46	1099:	
							F3638334	54180	93.86	1099:	
							G3638124	54331	76.58	1099:	
							G3638124	54331	521.55	1099:	
8309	00000 RAYMOND GREEN	172498 172498		173648	19AUG2	83.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			F3638354	54510	83.00	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:GAS & TOLLS								

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
DPW-PAYROLL											
6210	00000 GREENMAN-PEDERSE	172499 #12	171866	173649	19AUG2	5,853.90		.00	180,629.64		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			H3517142	52000	1252	5,853.90	1099:
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:GREENBELT TRAIL								
80 WOLF ROAD, SUITE 300 ALBANY NY 12205											
199	00001 HACH COMPANY	172500 172500		173650	19AUG2	1,910.52		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			F3638334	54180		1,910.52	1099:
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:015432								
2207 COLLECTIONS CENTER DRIVE CHICAGO IL 60693											
200	00001 THE HARTFORD-PRI	172501 732125993966		173651	19AUG2	1,000.80		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3011474	54774		4.00	1099:
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:000040370001				A3719044	54774		76.00	1099:
GROUP BENEFITS DIVISION P O BOX 783690 PHILADELPHIA PA 19178-3690											
							A3729044	54774		44.00	1099:
							A3739044	54774		317.86	1099:
							F3739044	54774		73.86	1099:
							G3739044	54774		49.88	1099:
							A3749044	54774		335.20	1099:
							A3759044	54774		36.00	1099:
							A3769044	54774		24.00	1099:
							A3769044	54774	3000	40.00	1099:
735	00000 HAWK DRILLING CO	172502 18706		173652	19AUG2	781.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3537114	54330		781.00	1099:
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:7/29/19								
354 STONE CHURCH ROAD BALLSTON SPA NY 12020-4610											
6154	00001 CRYSTAL CLEAN LL	172503 15777694		173653	19AUG2	63.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3335014	54510		63.00	1099:7
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:167151								
13621 COLLECTIONS CENTER DR CHICAGO IL 60693-0136											
211	00000 HILL & MARKES IN	172504 172504		173654	19AUG2	456.22		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3031654	54140		456.22	1099:
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:7694								
P O BOX 7 AMSTERDAM NY 12010											

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
205	00001 HIRAM HOLLOW REG	172505 683092		173655	19AUG2	70.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3335014	54180	70.00	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:90-00047 2							
P.O. BOX 1372	WILLISTON VT	05495-1372								
6462	00000 JOHN HIRLIMAN	172506 172506		173656	19AUG2	100.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3567144	54600	100.00	1099:	
ACCT 1200	DEPT 6000	DUE 08/20/2019	DESC:REIMB							
PAYROLL	SARATOGA SPRINGS NY	12866								
202	00000 HOLLAND CO INC	172507 19537	190514	173657	19AUG2	6,954.26	.00	18,406.64		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		F3638334	54141	6,954.26	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:984							
153 HOWLAND AVENUE	ADAMS MA	01220								
2439	00008 THE HOME DEPOT P	172508 504868811		173658	19AUG2	35.94	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143314	54713	35.94	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:886609							
PO BOX 404468	ATLANTA GA	30384-4468								
2439	00007 HOME DEPOT/MAINT	172509 172509		173659	19AUG2	57.19	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143124	54180	57.19	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:6035322538801519							
DEPT. 32-2538801519	PO BOX 78047	PHOENIX AZ 85062-8047								
2439	00009 THE HOME DEPOT P	172510 504703687		173660	19AUG2	70.19	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143624	54110	70.19	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:712642							
PO BOX 415133	BOSTON MA	02241-5133								
2439	00008 THE HOME DEPOT P	172511 503930323		173661	19AUG2	78.28	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143314	54713	78.28	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:886609							
PO BOX 404468	ATLANTA GA	30384-4468								

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2439	00009 THE HOME DEPOT P	172512 504948944		173662	19AUG2	170.72	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143414 54330		170.72	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:879234							
PO BOX 415133	BOSTON MA 02241-5133									
2439	00008 THE HOME DEPOT P	172513 172513		173663	19AUG2	184.36	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143414 54330		184.36	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:879234							
PO BOX 404468	ATLANTA GA 30384-4468									
2439	00006 HOME DEPOT/MAINT	172514 172514		173664	19AUG2	1,652.49	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3031624 54180		94.63	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:6035322504016258			A3537114 54610		506.75	1099:	
DEPT. 32-2504016258	PO BOX 78047 PHOENIX AZ 85062-8047					A3537114 54680		77.70	1099:	
						A3567144 54180 3000		182.90	1099:	
						A3567144 54180 3000		321.64	1099:	
						A3567194 54180 3000		91.17	1099:	
						A3567194 54610 3000		7.68	1099:	
						A3567194 54610 3000		73.36	1099:	
						A3638194 54180		47.14	1099:	
						A3638194 54610		152.98	1099:	
						A3638194 54610		53.16	1099:	
						A3638194 54610		22.44	1099:	
						G3638124 54180		20.94	1099:	
7865	00000 HUMANA HEALTH CA	172515 18-213136		173665	19AUG2	336.46	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A044 41640		336.46	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:CAROL TODD							
6549	00000 J J YOUNG	172516 103118		173666	19AUG2	77.52	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00		E3577164 54720		77.52	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:7280							
1500 CENTRAL AVENUE	ALBANY NY 12205									
5966	00000 JOE JOHNSON EQUI	172517 P30917	190573	173667	19AUG2	474.30	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3335014 54510		474.30	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:SARAT001							

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
6200	00003 LEXISNEXIS	172525 3092164371		173675	19AUG2	87.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3011424	54440	87.00	1099:	
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:42532P5K7							
PO BOX 9584	NEW YORK NY	10087-4584								
8168	00000 MAG AUTOMOTIVE H	172526 61475F		173677	19AUG2	60.60	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143124	54510	60.60	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:5841800							
3002 ROUTE 50	BUILDING 2	SARATOGA SPRINGS NY	12866							
8168	00000 MAG AUTOMOTIVE H	172527 172527		173678	19AUG2	712.81	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3335014	54510	134.75	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:5873550			A3335014	54510	147.00	1099:	
3002 ROUTE 50	BUILDING 2	SARATOGA SPRINGS NY	12866			G3638114	54510	431.06	1099:	
8168	00000 MAG AUTOMOTIVE H	172528 386385		173679	19AUG2	1,488.89	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3335014	54510	1,488.89	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:5873554							
3002 ROUTE 50	BUILDING 2	SARATOGA SPRINGS NY	12866							
270	00000 MAHONEY NOTIFY P	172529 0278025-IN	190229	173680	19AUG2	28.50	.00	1,678.50		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3031594	54610	28.50	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:0019185							
P O BOX 767	15 COOPER STREET	GLENS FALLS NY	12801							
270	00000 MAHONEY NOTIFY P	172530 0278019-IN	190229	173681	19AUG2	38.50	.00	1,678.50		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3031634	54610	38.50	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:0019119							
P O BOX 767	15 COOPER STREET	GLENS FALLS NY	12801							
270	00000 MAHONEY NOTIFY P	172531 0278021-IN	190229	173682	19AUG2	38.50	.00	1,678.50		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3537214	54610	38.50	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:0019121							
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
7582	00000 NATIONAL BUSINES	172553 64347059		173704	19AUG2	125.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00		E3577164	54720	125.00	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:25437332							
PO BOX 41602	PHILADELPHIA PA	19101-1602								
6512	00000 NATIONAL BUSINES	172554 IN315396		173705	19AUG2	103.52	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00		E3577164	54720	103.52	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:SS14							
505 BRADFORD STREET	ALBANY NY	12206								
319	00001 NATIONAL GRID	172555 172555		173706	19AUG2	12.83	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143314	54751	12.83	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:DPS							
P.O. BOX 4706	SYRACUSE NY	13221-4706								
6172	00001 VERIZON CONNECT	172556 OSV000001788204	190246	173707	19AUG2	1,494.45	.00	9,490.55		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3335014	54740	1,494.45	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:SARA007							
P.O. BOX 975544	DALLAS TX	75397-5544								
6172	00001 VERIZON CONNECT	172557 OSV000001814850	190246	173708	19AUG2	1,549.57	.00	9,490.55		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3335014	54740	1,549.57	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:SARA007							
P.O. BOX 975544	DALLAS TX	75397-5544								
446	00001 NYNE EQUIPMENT,I	172558 W06287	190583	173709	19AUG2	5,384.75	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3638194	54510	5,384.75	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:CITY0001							
DBA VEMEER NORTHEAST	1235 ROUTE 9	CASTLETON NY 12033								
308	00001 NYS INDUSTRIES F	172559 828344		173710	19AUG2	91.86	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		F3638314	54110	91.86	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:19472							
11 COLUMBIA CIRCLE DRIVE	ALBANY NY	12203								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
311	00000 NYSDEC REGION 5	172560 2019		173711	19AUG2	300.00	.00	.00		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 08/20/2019 DESC:PBS#5-432989 P O BOX 296 1115 ROUTE 86 RAY BROOK NY 12977-0296						F3638334 54180		300.00	1099:
327	00001 PALLETTE STONE C	172561 199019	190619	173712	19AUG2	372.50	.00	627.50		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 08/20/2019 DESC:19018 269 BALLARD ROAD WILTON NY 12831						A3335014 54101		372.50	1099:
327	00001 PALLETTE STONE C	172562 172562	190315	173713	19AUG2	3,831.60	.00	50,560.46		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 08/20/2019 DESC:19018 269 BALLARD ROAD WILTON NY 12831						A3335014 54100		3,831.60	1099:
327	00001 PALLETTE STONE C	172563 199751	190398	173714	19AUG2	15,334.74	.00	39,777.94		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 08/20/2019 DESC:19018 269 BALLARD ROAD WILTON NY 12831						A3335134 54100		15,334.74	1099:
4070	00001 PHYSIO-CONTROL,	172564 419045607	180572	173715	19AUG2	3,351.60	.00	6,703.20		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:10182401 12100 COLLECTIONS CENTER DRIVE CHICAGO IL 60693						A3143424 54180		3,351.60	1099:
6294	00000 PITTSFIELD COMMU	172565 63276	190350	173716	19AUG2	665.00	.00	4,655.00		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:(MA)SARAT,SP 1502 W HOUSATONIC ST PITTSFIELD MA 01201						A3143124 54740		665.00	1099:
329	00000 POMPA BROTHERS	172566 172566	190531	173717	19AUG2	859.21	.00	5,739.10		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 08/20/2019 DESC:222 5 PETRIFIED GARDENS RD SARATOGA SPRINGS NY 12866						A3335014 54100		859.21	1099:

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7753	00000 STEPHEN PORTO	172567 172567		173718	19AUG2	71.00		.00	.00		
CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 A3567314 54180 71.00 1099:											
ACCT 1200 DEPT 6000 DUE 08/20/2019 DESC:REIMB											
10 LAKEVIEW RD. SARATOGA SPRINGS NY 12866											
852	00000 POSIE PEDDLER IN	172568 172568		173719	19AUG2	475.00		.00	.00		
CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 A3011214 54720 475.00 1099:											
ACCT 1200 DEPT 1000 DUE 08/20/2019 DESC:200238											
92 WEST AVENUE SARATOGA SPRINGS NY 12866											
4258	00003 REDISHRED ACQUIS	172569 190038318		173720	19AUG2	149.00		.00	.00		
CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 A3143124 54180 149.00 1099:											
ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:19002264											
6067 CORPORATION DRIVE SUITE #2 EAST SYRACUSE NY 13057											
223	00001 RICOH USA, INC	172570 5057265845		173721	19AUG2	7.73		.00	.00		
CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 A3143014 54740 7.73 1099:											
ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:4659857											
P O BOX 827577 PHILADELPHIA PA 19182-7577											
223	00001 RICOH USA, INC	172571 5057265732		173722	19AUG2	50.09		.00	.00		
CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 A3143124 54740 50.09 1099:											
ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:4659857											
P O BOX 827577 PHILADELPHIA PA 19182-7577											
223	00001 RICOH USA, INC	172572 5057284785		173723	19AUG2	201.69		.00	.00		
CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 A3143124 54740 201.69 1099:											
ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:4659857											
P O BOX 827577 PHILADELPHIA PA 19182-7577											
223	00002 RICOH USA, INC	172573 102446970		173724	19AUG2	47.92		.00	.00		
CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 A3143124 54740 47.92 1099:											
ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:3223252-1023244A4											
P O BOX 41564 PHILADELPHIA PA 19101-1564											

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
497	00000 SARATOGA CONVENT	172581 2019-07	190302	173732	19AUG2	18,942.75		.00	18,942.75		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3517524	54752		18,942.75	1099:
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:7/1/19								
60 RAILROAD PLACE SUITE 301 SARATOGA SPRINGS NY 12866											
505	00000 SARATOGA COUNTY	172583 172583		173734	19AUG2	1,000.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			P3426424	54183		1,000.00	1099:
ACCT 1200	DEPT 2000	DUE 08/20/2019	DESC:FIREWORKS								
28 CLINTON STREET SARATOGA SPRINGS NY 12866-2190											
16	00002 SARATOGA COUNTY	172584 172584		173735	19AUG2	840.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3142984	54571		800.00	1099:
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:HANDICAP 1/1-7/31/19				A3143014	54300		40.00	1099:
MUNICIPAL CENTER 25 WEST HIGH STREET BALLSTON SPA NY 12020											
405	00000 SARATOGA ECONOMI	172585 6/18/19		173736	19AUG2	546.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00			E3577164	54230		546.00	1099:
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:2019 MEMBERSHIP								
28 CLINTON STREET SARATOGA SPRINGS NY 12866-2110											
6286	00000 SARATOGA FLAG	172586 K0801-5		173737	19AUG2	1,020.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3335014	54180		1,020.00	1099:
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:8/6/19								
P.O. BOX 404 SARATOGA SPRINGS NY 12866											
371	00002 SARATOGA QUALITY	172587 172587		173738	19AUG2	59.14		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3143124	54510		13.43	1099:
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:209150				A3143314	54961		45.71	1099:
BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525											
3052	00000 SARATOGA SPRINGS	172588 172588		173739	19AUG2	7,537.60		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			Y3618664	54959 464		7,537.60	1099:
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:2018 CDBG								
1 SOUTH FEDERAL STREET SARATOGA SPRINGS NY 12866											

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
372	00000 SARATOGA TROPHY	172589 11969		173740	19AUG2	35.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3335014	54180		35.00	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:7/25/19								
409 MAPLE AVENUE SARATOGA SPRINGS NY 12866											
399	00001 SARATOGA VETERIN	172590 227270		173741	19AUG2	110.51		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143124	54970		110.51	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:NERO								
693 ROUTE 9 GANSEVOORT NY 12831											
374	00008 THE SARATOGIAN	172591 172591		173742	19AUG2	93.78		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3051414	54490		93.78	1099:	
ACCT 1200	DEPT 5000	DUE 08/20/2019	DESC:19397								
PO BOX 65130 COLORADO SPRINGS CO 80962-5130											
2787	00001 SCHINDLER ELEVAT	172592 172592		173743	19AUG2	5,295.95		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00		E3577164	54610		5,295.95	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:1039997								
P O BOX 93050 CHICAGO IL 60673-3050											
3151	00000 SHELTON OIL SERV	172593 SOS78530		173744	19AUG2	1,065.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3031654	54610		1,065.00	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:6/21/19								
P O BOX 839 NASSAU NY 12123											
7972	00000 SHERRILL INC	172594 INV-475951	190485	173745	19AUG2	49.98		.00	94.98		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3638564	54180		49.98	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:CU-10220544								
6565 COFFMAN RD. INDIANAPOLIS IN 46268											
378	00001 SHERWIN WILLIAMS	172595 1304-3		173746	19AUG2	23.49		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3335014	54180		23.49	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:5126-4937-7								
PO BOX 409991 ATLANTA GA 30384-9991											

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
6611	00000 SILVER SKATES	172596 #4		173747	19AUG2	450.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3567194	54170	450.00	1099:	
ACCT 1200	DEPT 6000	DUE 08/20/2019	DESC:7/27/19							
58 WILLOW LANE	POESTENKILL NY 12140									
8307	00000 ITY SINGH	172597 172597		173748	19AUG2	65.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A046	42051	65.00	1099:	
ACCT 1200	DEPT 6000	DUE 08/20/2019	DESC:REFUND BKTBL							
4 ASCOT CIRCLE #12	SARATOGA SPRINGS NY 12866									
7721	00000 SOLAR MISSION II	172598 10254-024		173749	19AUG2	39,547.65	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3021314	54650	39,547.65	1099:	
ACCT 1200	DEPT 2000	DUE 08/20/2019	DESC:1064							
230 PARK AVE., STE. 845	ATTN: ACCOUNTS RECEIVABLE NEW YORK NY 10169									
1336	00000 SPA.NET COMPUTER	172599 91192		173750	19AUG2	47.50	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00		E3577164	54720	47.50	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:7/19/19							
112 S BROADWAY STE.4	SARATOGA SPRINGS NY 12866									
1336	00000 SPA.NET COMPUTER	172600 91020		173751	19AUG2	90.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00		E3577164	54720	90.00	1099:	
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:8/1/19							
112 S BROADWAY STE.4	SARATOGA SPRINGS NY 12866									
8048	00000 SPRAGUE RESOURCE	172601 19158708		173752	19AUG2	6,237.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143414	54520	1,335.94	1099:	
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:27640000			A3335014	54520	2,864.74	1099:	
PO BOX 842985	BOSTON MA 02284-2985					A3335124	54520	1,322.56	1099:	
						F3638354	54520	585.09	1099:	
						G3638124	54520	128.67	1099:	

NEW INVOICES

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
424	00000 TAYLOR WELDING S	172629 172629		173780	19AUG2	308.26	.00	.00		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 08/20/2019 DESC:02631 P O BOX 741 22 LOWER WARREN STREET GLENS FALLS NY 12801						A3335014 54180	308.26	1099:	
7982	00000 THE ARCHITECTURA	172630 18022.11	180843	173781	19AUG2	2,177.50	.00	22,344.00		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 5000 DUE 08/20/2019 DESC:2018-22 PO BOX 2046 GANSEVOORT NY 12831-2046						A3031964 54779	2,177.50	1099:	
1699	00001 TIME WARNER CABL	172632 489463802080519		173784	19AUG2	99.99	.00	.00		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 2000 DUE 08/20/2019 DESC:202-489463802-001 P.O. BOX 70872 CHARLOTTE NC 28272-0872						A3021694 54740	99.99	1099:	
8308	00000 TOWN OF WILTON C	172633 172633		173785	19AUG2	37,272.32	.00	.00		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 08/20/2019 DESC:LOUDEN RD. PAVING ATTN: MARIA ELENA MORAN 22 TRAVER RD. WILTON NY 12831						A3335134 54100 A3335134 54530 A3335134 54180	15,067.75 14,713.46 7,491.11	1099: 1099: 1099:	
7350	00001 TVC ALBANY, INC.	172634 5686996	190006	173786	19AUG2	1,215.00	.00	5,012.52		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 2000 DUE 08/20/2019 DESC:37216 491 LISBON STREET LEWISTON NY 04240-7418						A3021694 54740	1,215.00	1099:	
7350	00000 TVC ALBANY, INC.	172635 5679028	190280	173787	19AUG2	1,263.14	.00	6,140.44		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 08/20/2019 DESC:36454 PO BOX 1301 WILLISTON VT 05495-1301						A3143124 54720	1,263.14	1099:	
3256	00000 UNIFIRST CORPORA	172637 052 3752069	190410	173789	19AUG2	21.93	.00	4,474.25		
	CASH A 2019/08 INV 08/13/2019 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 08/20/2019 DESC:1269237 157 TROY SCHENECTADY ROAD WATERVLIET NY 12189						A3567174 54180 3000	21.93	1099:	

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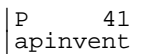
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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
3256	00000 UNIFIRST CORPORA	172638 052 3749218	190410	173790	19AUG2	21.93		.00	4,474.25		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3567174	54180 3000		21.93	1099:
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:1269237								
157 TROY SCHENECTADY ROAD	WATERVLIET NY	12189									
3256	00000 UNIFIRST CORPORA	172639 052 3748634	190410	173791	19AUG2	47.00		.00	4,474.25		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3031654	54160		24.60	1099:
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:1269237				A3031654	54210		22.40	1099:
157 TROY SCHENECTADY ROAD	WATERVLIET NY	12189									
3256	00000 UNIFIRST CORPORA	172640 052 3745808	190410	173792	19AUG2	61.21		.00	4,474.25		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3031654	54160		24.60	1099:
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:1269237				A3031654	54210		36.61	1099:
157 TROY SCHENECTADY ROAD	WATERVLIET NY	12189									
3256	00000 UNIFIRST CORPORA	172641 052 3751495	190410	173793	19AUG2	61.21		.00	4,474.25		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3031654	54160		24.60	1099:
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:1269237				A3031654	54210		36.61	1099:
157 TROY SCHENECTADY ROAD	WATERVLIET NY	12189									
3256	00000 UNIFIRST CORPORA	172642 052 375068	190410	173794	19AUG2	78.89		.00	4,474.25		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00			A3031624	54610		78.89	1099:
ACCT 1200	DEPT 3000	DUE 08/20/2019	DESC:1269237								
157 TROY SCHENECTADY ROAD	WATERVLIET NY	12189									
3134	00001 UNITED RENTALS (172643 171513135-001		173795	19AUG2	357.00		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00			E3577164	54330		357.00	1099:
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:789247								
P O BOX 100711	ATLANTA GA	30384-0711									
7528	00000 VISA	172644 172644		173796	19AUG2	107.27		.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: Y	DISC: .00			E3577164	54201		24.96	1099:
ACCT 1200	DEPT 7000	DUE 08/20/2019	DESC:4121265990220290				E3577164	54510		63.99	1099:
PO BOX 30131	TAMPA FL	30131					E3577164	54792		18.32	1099:

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
5295	00000 INNOVATIVE CREDI	172675 201907545		173828	19AUG2	75.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		Y3618684 54720 463		75.00	1099:	
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:7/25/19							
P O BOX 1440	LEXINGTON SC 29071									
363	00000 SARATOGA COUNTY	172676 2018	180569	173829	19AUG2	2,490.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3113514 54720		2,490.00	1099:	
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:2018 CONTRACT							
6010	COUNTY FARM ROAD	BALLSTON SPA NY 12020								
399	00001 SARATOGA VETERIN	172677 228058		173830	19AUG2	147.20	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143124 54970		147.20	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:NERO							
693	ROUTE 9	GANSEVOORT NY 12831								
7223	00001 UPSTATE NY PLOW	172678 201790		173831	19AUG2	755.19	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3143414 54510		755.19	1099:	
ACCT 1200	DEPT 4000	DUE 08/20/2019	DESC:49891							
399	OLD LOUDEN RD.	LATHAM NY 12110								
8311	00000 FIRST COLONIE CO	172679 23562229		173832	19AUG2	260.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3517514 54250		260.00	1099:	
ACCT 1200	DEPT 1000	DUE 08/20/2019	DESC:M. FITZGERALD 9/9-9/10							
660	ALBANY SHAKER RD.	ALBANY NY 12211								
1253	00000 NYS ASSN CITY &	172680 10/1/19-9/30/20		173833	19AUG2	50.00	.00	.00		
CASH A	2019/08	INV 08/13/2019	SEP-CHK: N	DISC: .00		A3051414 54440		50.00	1099:	
ACCT 1200	DEPT 5000	DUE 08/20/2019	DESC:DUES							
1095	MAIN STREET	FISHKILL NY 12524								
262 APPROVED UNPAID INVOICES				TOTAL		1,268,288.24				
262 INVOICE(S)				REPORT POST TOTAL		1,268,288.24				

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2019 08	A044	A	-04-4-0000-0-41640 -	AMBULANCE TRANS	336.46 REV .00
	A046	A	-04-6-0000-0-42051 -	REC PROG CLINIC	130.00 REV .00
	A3011214	A	-30-1-1210-4-54110 -	OFFICE SUPPLIES	2.78 263.76
	A3011214	A	-30-1-1210-4-54540 -	TRAVEL	57.54 15.98
	A3011214	A	-30-1-1210-4-54720 -	SERVICE CONTRAC	475.00 25.00
	A3011422	A	-30-1-1420-2-52200 -	OFFICE EQUIPMEN	126.78 2,369.66
	A3011424	A	-30-1-1420-4-54440 -	BOOKS PUBLICATI	87.00 2,613.00
	A3011424	A	-30-1-1420-4-54720 -	SERVICE CONTRAC	3,472.00 21,621.00
	A3011474	A	-30-1-1431-4-54110 -	OFFICE SUPPLIES	86.75 419.93
	A3011474	A	-30-1-1431-4-54774 -	LIFE INSURANCE	4.00 40.00
	A3011478	A	-30-1-1431-8-58010 -	HOSPITALIZATION	2,596.60 10,120.97
	A3011478	A	-30-1-1431-8-58011 -	VISION INSURANC	24.34 98.28
	A3021314	A	-30-2-1310-4-54110 -	OFFICE SUPPLIES	488.99 9,404.88
	A3021314	A	-30-2-1310-4-54650 -	UTILITIES	39,547.65 196,565.74
	A3021314	A	-30-2-1310-4-54720 -	SERVICE CONTRAC	1,150.20 6,824.80
	A3021384	A	-30-2-1391-4-54720 -	MORGAN ST PROF	25,200.00 50,400.00
	A3021694	A	-30-2-1681-4-54740 -	SERVICE CONTRAC	4,396.84 14,008.37
	A3031444	A	-30-3-1440-4-54110 -	OFFICE SUPPLIES	105.49 270.70
	A3031444	A	-30-3-1440-4-54180 -	OTHER SUPPLIES	144.96 178.08
	A3031444	A	-30-3-1440-4-54520 -	GAS & OIL	461.75 1,471.55
	A3031444	A	-30-3-1440-4-54725 -	SERVICE CONTRAC	7,667.20 46,740.00
	A3031494	A	-30-3-1490-4-54110 -	OFFICE SUPPLIES	793.38 2,247.32
	A3031594	A	-30-3-1590-4-54610 -	REPAIRS & MAINT	127.50 417.86
	A3031624	A	-30-3-1620-4-54110 -	OFFICE SUPPLIES	13.99 91.43
	A3031624	A	-30-3-1620-4-54140 -	JANITORIAL SUPP	235.33 2,618.08
	A3031624	A	-30-3-1620-4-54180 -	OTHER SUPPLIES	402.64 102.58
	A3031624	A	-30-3-1620-4-54610 -	REPAIRS & MAINT	1,454.33 12,208.00
	A3031634	A	-30-3-1621-4-54610 -	VC REPAIRS & MA	177.75 2,971.48
	A3031654	A	-30-3-1623-4-54110 -	OFFICE SUPPLIES	72.15 242.44
	A3031654	A	-30-3-1623-4-54140 -	JANITORIAL SUPP	691.03 2,121.77
	A3031654	A	-30-3-1623-4-54160 -	UNIFORMS	73.80 71.55
	A3031654	A	-30-3-1623-4-54180 -	OTHER SUPPLIES	11.06 4,976.45
	A3031654	A	-30-3-1623-4-54210 -	GARAGE SUPPLIES	95.62 4,469.58
	A3031654	A	-30-3-1623-4-54610 -	REPAIRS & MAINT	1,110.40 7,434.52
	A3031964	A	-30-3-1932-4-54779 -	PROPERTY LOSS C	2,177.50 122,811.29
	A3051354	A	-30-5-1355-4-54520 -	GAS & OIL	18.41 156.73
	A3051354	A	-30-5-1355-4-54720 -	SERVICE CONTRAC	391.00 .00
	A3051414	A	-30-5-1410-4-54110 -	OFFICE SUPPLIES	535.24 748.10
	A3051414	A	-30-5-1410-4-54440 -	BOOKS PUBLICATI	85.00 5,431.75
	A3051414	A	-30-5-1410-4-54490 -	GENERAL ADVERTI	218.63 2,754.73
	A3051414	A	-30-5-1410-4-54740 -	SERVICE CONTRAC	50.00 1,574.23
	A3051964	A	-30-5-1932-4-54180 -	OTHER SUPPLIES	1,223.96 89,807.93
	A3113514	A	-31-1-3510-4-54720 -	SERVICE CONTRAC	2,490.00 1,510.00
	A3113624	A	-31-1-3620-4-54110 -	OFFICE SUPPLIES	2.78 253.71
	A3142984	A	-31-4-2989-4-54571 -	DISABILITY TRAI	800.00 .00
	A3143014	A	-31-4-3010-4-54110 -	OFFICE SUPPLIES	2.79 2,877.64
	A3143014	A	-31-4-3010-4-54300 -	PARKING TICKET	40.00 1,965.00
	A3143014	A	-31-4-3010-4-54740 -	SERVICE CONTRAC	7.73 443.72
	A3143014	A	-31-4-3010-4-54802 -	COMPLUS PARK TI	6,428.10 .00
	A3143022	A	-31-4-3020-2-52230 -	HARDWARE	181.18 19,557.88
	A3143024	A	-31-4-3020-4-54720 -	SERVICE CONTRAC	2,703.54 22,784.22

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
	A3143124	A -31-4-3120-4-54110 -	OFFICE SUPPLIES	93.99	4,896.95
	A3143124	A -31-4-3120-4-54140 -	JANITORIAL SUPP	94.15	1,468.90
	A3143124	A -31-4-3120-4-54160 -	UNIFORMS	786.34	43,684.96
	A3143124	A -31-4-3120-4-54180 -	OTHER SUPPLIES	1,798.39	7,408.97
	A3143124	A -31-4-3120-4-54189 -	AMMUNITION	1,299.70	15,135.65
	A3143124	A -31-4-3120-4-54510 -	REPAIRS & MAINT	1,633.91	29,470.47
	A3143124	A -31-4-3120-4-54520 -	GAS & OIL	9,872.45	19,273.84
	A3143124	A -31-4-3120-4-54570 -	TRAINING	825.00	535.00
	A3143124	A -31-4-3120-4-54720 -	SERVICE CONTRAC	2,335.98	36,384.97
	A3143124	A -31-4-3120-4-54740 -	SERVICE CONTRAC	964.70	55,559.11
	A3143124	A -31-4-3120-4-54850 -	MEALS PRISONERS	108.04	872.20
	A3143124	A -31-4-3120-4-54970 -	K-9 CARE	257.71	27,353.13
	A3143124	A -31-4-3120-4-54979 -	HORSE CARE	600.00	4,458.51
	A3143312	A -31-4-3310-2-52802 -	TOOLS & EQUIPME	179.00	5,647.64
	A3143314	A -31-4-3310-4-54332 -	MATERIALS & REP	107.38	35,965.26
	A3143314	A -31-4-3310-4-54390 -	MAINTENANCE SUP	34.19	5,294.37
	A3143314	A -31-4-3310-4-54510 -	REPAIRS & MAINT	879.36	3,721.83
	A3143314	A -31-4-3310-4-54713 -	PAVEMENT MARKIN	114.22	28,104.73
	A3143314	A -31-4-3310-4-54751 -	UTILITIES TRAFF	12.83	12,772.84
	A3143314	A -31-4-3310-4-54961 -	SIGNS & POSTS	45.71	21,886.50
	A3143414	A -31-4-3410-4-54110 -	OFFICE SUPPLIES	108.49	686.65
	A3143414	A -31-4-3410-4-54150 -	EMS SUPPLIES	174.68	12,820.74
	A3143414	A -31-4-3410-4-54200 -	HOUSE SUPPLIES	76.43	2,201.17
	A3143414	A -31-4-3410-4-54330 -	REPAIRS & MAINT	3,272.02	1,475.77
	A3143414	A -31-4-3410-4-54510 -	REPAIRS & MAINT	2,436.43	8,034.67
	A3143414	A -31-4-3410-4-54520 -	GAS & OIL	2,545.35	4,652.16
	A3143414	A -31-4-3410-4-54610 -	REPAIRS & MAINT	22.89	12,554.54
	A3143414	A -31-4-3410-4-54771 -	SERVICE CONTRAC	167.25	190.70
	A3143424	A -31-4-3412-4-54180 -	OTHER SUPPLIES	3,351.60	13,127.90
	A3143624	A -31-4-3620-4-54110 -	OFFICE SUPPLIES	97.22	1,512.42
	A3143634	A -31-4-3625-4-54747 -	AMBULANCE BILLI	6,262.99	17,538.00
	A3335014	A -33-3-5010-4-54100 -	RUBBLE BLACKTOP	4,690.81	786.00
	A3335014	A -33-3-5010-4-54101 -	CONCRETE	372.50	.00
	A3335014	A -33-3-5010-4-54180 -	OTHER SUPPLIES	1,646.94	8,244.52
	A3335014	A -33-3-5010-4-54184 -	FLOWERS	140.30	2,584.60
	A3335014	A -33-3-5010-4-54510 -	REPAIRS & MAINT	5,036.36	43,673.70
	A3335014	A -33-3-5010-4-54520 -	GAS & OIL	8,565.95	37,502.08
	A3335014	A -33-3-5010-4-54740 -	SERVICE CONTRAC	3,044.02	1,411.10
	A3335124	A -33-3-5111-4-54160 -	UNIFORMS	196.08	-56.07
	A3335124	A -33-3-5111-4-54520 -	GAS & OIL	2,074.59	7,276.79
	A3335134	A -33-3-5112-4-54100 -	RUBBLE BLACKTOP	30,402.49	37,776.88
	A3335134	A -33-3-5112-4-54180 -	OTHER SUPPLIES	7,491.11	22,508.89
	A3335134	A -33-3-5112-4-54530 -	EQUIPMENT & VEH	14,713.46	35,286.54
	A3335184	A -33-3-5182-4-54750 -	STREET LIGHTING	994.11	237,148.50
	A3517514	A -35-1-7510-4-54250 -	CONFERENCE REGI	260.00	178.00
	A3517524	A -35-1-7520-4-54752 -	SERVICE CONTRAC	18,942.75	.00
	A3537114	A -35-3-7110-4-54110 -	OFFICE SUPPLIES	45.87	284.98
	A3537114	A -35-3-7110-4-54140 -	JANITORIAL SUPP	458.62	2,980.10
	A3537114	A -35-3-7110-4-54160 -	UNIFORMS	354.34	117.82
	A3537114	A -35-3-7110-4-54180 -	OTHER SUPPLIES	15.90	604.79
	A3537114	A -35-3-7110-4-54330 -	REPAIRS & MAINT	1,487.80	697.10

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ACCOUNT DISTRIBUTION SUMMARY

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	A3537114	A -35-3-7110-4-54610 -	REPAIRS & MAINT	506.75	5,642.50
	A3537114	A -35-3-7110-4-54680 -	LANDSCAPING	255.30	6,625.46
	A3537114	A -35-3-7110-4-54720 -	SERVICE CONTRAC	105.50	10,065.78
	A3537214	A -35-3-7200-4-54610 -	REPAIRS & MAINT	38.50	8,465.75
	A3537224	A -35-3-7113-4-54180 -	OTHER SUPPLIES	124.80	72.97
	A3567144	A -35-6-7140-4-54180 -3000	OTHER SUPPLIES	504.54	4,055.32
	A3567144	A -35-6-7140-4-54520 -3000	GAS & OIL	918.83	2,911.19
	A3567144	A -35-6-7140-4-54600 -	ADVERTISING	100.00	860.00
	A3567144	A -35-6-7140-4-54720 -3000	SERVICE CONTRAC	2,312.00	2,973.37
	A3567144	A -35-6-7140-4-54740 -	SERVICE CONTRAC	177.00	7,877.00
	A3567154	A -35-6-7150-4-54500 -	PROGRAMS & BUS	5,592.00	1,618.10
	A3567174	A -35-6-7171-4-54180 -3000	OTHER SUPPLIES	43.86	1,732.26
	A3567174	A -35-6-7171-4-54610 -3000	REPAIRS & MAINT	333.42	38.47
	A3567174	A -35-6-7171-4-54720 -3000	SERVICE CONTRAC	415.00	8,301.92
	A3567194	A -35-6-7181-4-54170 -	SPORTS SUPPLIES	450.00	921.15
	A3567194	A -35-6-7181-4-54180 -3000	OTHER SUPPLIES	191.07	4,314.24
	A3567194	A -35-6-7181-4-54410 -	PRINTING	280.00	370.00
	A3567194	A -35-6-7181-4-54610 -3000	REPAIRS & MAINT	81.04	23,534.32
	A3567194	A -35-6-7181-4-54720 -3000	SERVICE CONTRAC	68.50	3,813.23
	A3567244	A -35-6-7240-4-54720 -3000	SERVICE CONTRAC	736.00	20.00
	A3567314	A -35-6-7310-4-54180 -	OTHER SUPPLIES	71.00	141.10
	A3567344	A -35-6-7340-4-54781 -	SUPERVISION	225.00	1,415.00
	A3618684	A -36-1-8687-4-54110 -	OFFICE SUPPLIES	73.76	69.85
	A3638184	A -36-3-8180-4-54380 -	STATION BAGS	6,660.00	340.00
	A3638184	A -36-3-8180-4-54521 -	TIPPING FEES	1,235.48	13,329.00
	A3638184	A -36-3-8180-4-54700 -	TRANSPORTATION	315.00	1,479.50
	A3638184	A -36-3-8180-4-54719 -	PROF SERVICES L	259.00	44,511.97
	A3638184	A -36-3-8180-4-54720 -	SERVICE CONTRAC	432.00	3,667.87
	A3638194	A -36-3-8185-4-54180 -	OTHER SUPPLIES	47.14	-47.13
	A3638194	A -36-3-8185-4-54510 -	REPAIRS & MAINT	5,384.75	1,319.48
	A3638194	A -36-3-8185-4-54520 -	GAS & OIL	128.08	939.83
	A3638194	A -36-3-8185-4-54610 -	REPAIRS & MAINT	228.58	1,491.12
	A3638194	A -36-3-8185-4-54720 -	SERVICE CONTRAC	157.42	.00
	A3638564	A -36-3-8560-4-54180 -	OTHER SUPPLIES	74.92	323.58
	A3638564	A -36-3-8560-4-54520 -	GAS & OIL	427.47	4,380.43
	A3638564	A -36-3-8560-4-54530 -	EQUIPMENT & VEH	489.95	10.05
	A3719044	A -37-1-9045-4-54774 -	LIFE INSURANCE	76.00	392.00
	A3719068	A -37-1-9060-8-58010 -	HOSPITALIZATION	18,953.56	78,314.20
	A3719068	A -37-1-9060-8-58011 -	VISION INSURANC	462.46	1,923.34
	A3729044	A -37-2-9045-4-54774 -	LIFE INSURANCE	44.00	268.00
	A3729068	A -37-2-9060-8-58010 -	HOSPITALIZATION	18,144.51	93,678.21
	A3729068	A -37-2-9060-8-58011 -	VISION INSURANC	267.74	1,241.46
	A3739044	A -37-3-9045-4-54774 -	LIFE INSUARNC	317.86	1,749.98
	A3739068	A -37-3-9060-8-58010 -	HOSPITALIZATION	146,999.13	647,345.67
	A3739068	A -37-3-9060-8-58011 -	VISION INSURANC	1,878.23	8,194.88
	A3749044	A -37-4-9045-4-54774 -	LIFE INSURANCE	335.20	2,085.60
	A3749068	A -37-4-9060-8-58010 -	HOSPITALIZATION	382,159.36	1,636,149.69
	A3749068	A -37-4-9060-8-58011 -	VISION INSURANC	657.18	5,452.13
	A3759044	A -37-5-9045-4-54774 -	LIFE INSURANCE	36.00	228.00
	A3759068	A -37-5-9060-8-58010 -	HOSPITALIZATION	17,826.13	74,327.25
	A3759068	A -37-5-9060-8-58011 -	VISION INSURANC	219.06	1,436.18

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	A3769044	A -37-6-9045-4-54774 -	LIFE INSURANCE	24.00	120.00
	A3769044	A -37-6-9045-4-54774 -3000	LIFE INSURANCE	40.00	248.00
	A3769068	A -37-6-9060-8-58010 -	HOSPITALIZATION	8,333.74	56,664.71
	A3769068	A -37-6-9060-8-58010 -3000	HOSPITALIZATION	13,293.52	85,366.32
	A3769068	A -37-6-9060-8-58011 -	VISION INSURANC	121.70	487.40
	A3769068	A -37-6-9060-8-58011 -3000	VISION INSURANC	219.06	1,377.18
	E3577162	E -35-7-7160-2-52101 -	BUILDING EQUIPM	170.00	1,586.61
	E3577162	E -35-7-7160-2-52200 -	OFFICE EQUIPMEN	352.33	997.07
	E3577164	E -35-7-7160-4-54140 -	JANITORIAL SUPP	1,294.67	6,342.09
	E3577164	E -35-7-7160-4-54201 -	BUSINESS EXPENS	1,343.80	9,163.31
	E3577164	E -35-7-7160-4-54202 -	CLIENT EXPENSES	12,280.00	-5,130.96
	E3577164	E -35-7-7160-4-54230 -	DUES	546.00	650.00
	E3577164	E -35-7-7160-4-54330 -	REPAIRS & MAINT	357.00	-198.16
	E3577164	E -35-7-7160-4-54510 -	REPAIRS & MAINT	63.99	946.50
	E3577164	E -35-7-7160-4-54520 -	GAS & OIL	49.87	322.87
	E3577164	E -35-7-7160-4-54532 -	BUILDING EQUIPM	57.20	141.79
	E3577164	E -35-7-7160-4-54610 -	REPAIRS & MAINT	10,144.73	86.77
	E3577164	E -35-7-7160-4-54650 -	UTILITIES	1,604.80	73,979.36
	E3577164	E -35-7-7160-4-54720 -	SERVICE CONTRAC	3,924.56	16,053.13
	E3577164	E -35-7-7160-4-54792 -	MISCELLANEOUS	32.66	851.63
	E3577168	E -35-7-7160-8-58010 -	HOSPITALIZATION	21,078.87	99,496.16
	F3638314	F -36-3-8310-4-54110 -	OFFICE SUPPLIES	91.86	1,371.66
	F3638334	F -36-3-8330-4-54141 -	CHEMICALS	14,012.53	14,077.34
	F3638334	F -36-3-8330-4-54180 -	OTHER SUPPLIES	2,304.38	2,696.10
	F3638334	F -36-3-8330-4-54330 -	REPAIRS & MAINT	92.40	1,514.27
	F3638334	F -36-3-8330-4-54520 -	GAS & OIL	298.08	1,556.47
	F3638334	F -36-3-8330-4-54650 -	UTILITIES	52.00	268,475.34
	F3638334	F -36-3-8330-4-54708 -	LAB TESTING	973.00	1,518.28
	F3638344	F -36-3-8340-4-54180 -	OTHER SUPPLIES	540.57	-25.88
	F3638344	F -36-3-8340-4-54520 -	GAS & OIL	654.46	4,708.25
	F3638354	F -36-3-8341-4-54160 -	UNIFORMS	425.38	19.84
	F3638354	F -36-3-8341-4-54510 -	REPAIRS & MAINT	83.00	-9,900.55
	F3638354	F -36-3-8341-4-54520 -	GAS & OIL	851.26	15,675.77
	F3739044	F -37-3-9045-4-54774 -	LIFE INSURANCE	73.86	415.98
	F3739068	F -37-3-9060-8-58010 -	HOSPITALIZATION	31,973.98	155,618.04
	F3739068	F -37-3-9060-8-58011 -	VISION INSURANC	496.92	2,536.09
	G3638114	G -36-3-8110-4-54160 -	UNIFORMS	349.99	120.38
	G3638114	G -36-3-8110-4-54510 -	REPAIRS & MAINT	431.06	-8,550.05
	G3638124	G -36-3-8120-4-54160 -	UNIFORMS	199.95	399.98
	G3638124	G -36-3-8120-4-54180 -	OTHER SUPPLIES	75.83	4,147.83
	G3638124	G -36-3-8120-4-54331 -	REPAIRS & MAINT	4,294.53	17,345.69
	G3638124	G -36-3-8120-4-54520 -	GAS & OIL	729.47	2,609.60
	G3739044	G -37-3-9045-4-54774 -	LIFE INSURANCE	49.88	267.84
	G3739068	G -37-3-9060-8-58010 -	HOSPITALIZATION	17,355.12	81,440.28
	G3739068	G -37-3-9060-8-58011 -	VISION INSURANC	302.25	1,441.19
	H3031492	H -30-3-1490-2-52000 -1141	CAPITAL PROJECT	189,549.89	933,440.92
	H3031652	H -30-3-1623-2-52000 -1180	11 DEC REMEDIAT	350.00	11,872.43
	H3043012	H -30-4-3010-2-52000 -1247	CAPITAL PROJECT	4,759.30	29,735.00
	H3517022	H -35-1-7020-2-52000 -1075	OPEN SPACE	6,417.13	55,491.24
	H3517142	H -35-1-7140-2-52000 -1240	COMPLETE STREET	4,222.00	136,015.33
	H3517142	H -35-1-7140-2-52000 -1252	CAPITAL PROJECT	5,853.90	3,364,621.19

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H3638142	H	-36-3-8140-2-52000 -1231	ESIDE STORM WAT	2,769.70	181,770.80
H3638332	H	-36-3-8330-2-52000 -1237	WATER PLANT SEC	24,975.00	7,997.33
P3426424	P	-34-2-6420-4-54183 -	JULY 4TH FIREWO	1,000.00	-500.00
V3719714	V	-37-1-9710-4-54720 -	SERVICE CONTRAC	150.00	820.93
Y3618664	Y	-36-1-8668-4-54959 -464	SARATOGA SPRING	7,537.60	-28,334.25
Y3618684	Y	-36-1-8686-4-54110 -463	OFFICE SUPPLIES	62.33	-257.70
Y3618684	Y	-36-1-8686-4-54220 -463	TRAVEL	32.48	-79.80
Y3618684	Y	-36-1-8686-4-54720 -463	SERVICE CONTRAC	75.00	-563.34
REPORT TOTALS				1,268,288.24	

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YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2019 8 140										
API E3577164-54720	08/20/2019 W 19AUG2		008027	190203	172411	SERVICE CONTRACTS - PROF SERV			542.69	
POL E3577164-54720	08/20/2019 LIQ/INV		008027	190203	172411	SERVICE CONTRACTS - PROF SERV	4			542.69
API E3577164-54720	08/20/2019 W 19AUG2		004140		172412	SERVICE CONTRACTS - PROF SERV			60.00	
API E3577164-54720	08/20/2019 W 19AUG2		004140		172413	SERVICE CONTRACTS - PROF SERV			60.00	
API E3577162-52101	08/20/2019 W 19AUG2		004140		172413	BUILDING EQUIPMENT			170.00	
API A3335014-54510	08/20/2019 W 19AUG2		002785		172414	REPAIRS & MAINTENANCE VEHICLE			44.61	
API A3143414-54510	08/20/2019 W 19AUG2		002785		172415	REPAIRS & MAINTENANCE VEHICLE			355.44	
API A3143414-54510	08/20/2019 W 19AUG2		002785		172416	REPAIRS & MAINTENANCE VEHICLE			492.00	
API A3567194-54410	08/20/2019 W 19AUG2		000070		172417	PRINTING			280.00	
API H3638332-52000-1237	08/20/2019 W 19AUG2		000063	190500	172418	WATER PLANT SECURITY			24,975.00	
POL H3638332-52000-1237	08/20/2019 LIQ/INV		000063	190500	172418	CITSARS	4			24,975.00
API A3143314-54390	08/20/2019 W 19AUG2		005400		172420	MAINTENANCE SUPPLIES			34.19	
API A3567154-54500	08/20/2019 W 19AUG2		008292	190430	172421	PROGRAMS & BUS TRIPS			1,575.00	
POL A3567154-54500	08/20/2019 LIQ/INV		008292	190430	172421	PROGRAMS & BUS TRIPS	4			1,575.00
API A3638184-54380	08/20/2019 W 19AUG2		000798	190327	172422	STATION BAGS			6,660.00	
POL A3638184-54380	08/20/2019 LIQ/INV		000798	190327	172422	STATION BAGS	4			6,660.00
API E3577164-54720	08/20/2019 W 19AUG2		005044		172423	SERVICE CONTRACTS - PROF SERV			69.00	
API E3577164-54720	08/20/2019 W 19AUG2		005044		172424	SERVICE CONTRACTS - PROF SERV			69.00	
API E3577164-54140	08/20/2019 W 19AUG2		000031		172425	JANITORIAL SUPPLIES			98.44	
API E3577164-54140	08/20/2019 W 19AUG2		000031		172426	JANITORIAL SUPPLIES			160.80	
API A3143124-54140	08/20/2019 W 19AUG2		000031		172427	JANITORIAL SUPPLIES			22.58	
API A3143124-54180	08/20/2019 W 19AUG2		000031		172427	OTHER SUPPLIES			159.97	
API A3143414-54330	08/20/2019 W 19AUG2		000031		172427	REPAIRS & MAINTENANCE EQUIPMEN			118.94	
API A3143414-54200						HOUSE SUPPLIES			12.59	

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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	08/20/2019	W 19AUG2	000031		172427	220028 REPAIRS & MAINTENANCE BUILDING		5.20	
	API	08/20/2019	W 19AUG2	000031		172427	220028 REPAIRS & MAINTENANCE BUILDING		290.00	
	API	08/20/2019	W 19AUG2	002048		172428	1907-093252 BUILDING EQUIPMENT RENTAL		57.20	
	API	08/20/2019	W 19AUG2	000033		172429	662 REPAIRS & MAINTENANCE VEHICLE		20.39	
	API	08/20/2019	W 19AUG2	000033		172430	271 REPAIRS & MAINTENANCE VEHICLE		68.05	
	API	08/20/2019	W 19AUG2	000033		172430	271 REPAIRS & MAINTENANCE VEHICLE		49.99	
	API	08/20/2019	W 19AUG2	000033		172430	271 REPAIRS & MAINTENANCE VEHICLE		139.95	
	API	08/20/2019	W 19AUG2	000033		172430	271 REPAIRS & MAINTENANCE EQUIPMEN		80.88	
	API	08/20/2019	W 19AUG2	000033		172430	271 EQUIPMENT & VEHICLE RENTAL		489.95	
	API	08/20/2019	W 19AUG2	000033		172430	271 REPAIRS & MAINTENANCE EQUIPMEN		92.40	
	API	08/20/2019	W 19AUG2	000033		172430	271 11 DEC REMEDIATION COSTS		350.00	
	API	08/20/2019	W 19AUG2	004245		172431	7/17/19 REPAIRS & MAINTENANCE VEHICLE		250.00	
	API	08/20/2019	W 19AUG2	006030		172432	7/30/19 REPAIRS & MAINTENANCE BUILDING		1,048.02	
	API	08/20/2019	W 19AUG2	006030		172433	7/30/19 AMMUNITION		1,299.70	
	POL	08/20/2019	W 19AUG2	000047	190383	172434	S41800 AMMUNITION			1,299.70
	API	08/20/2019	LIQ/INV	000047	190383	172434	S41800	4 2019		
	API	08/20/2019	W 19AUG2	006950		172435	HOSPITALIZATION 96612		2,596.60	
	API	08/20/2019	W 19AUG2	006950		172435	HOSPITALIZATION 96612		18,953.56	
	API	08/20/2019	W 19AUG2	006950		172435	HOSPITALIZATION 96612		18,144.51	
	API	08/20/2019	W 19AUG2	006950		172435	HOSPITALIZATION 96612		146,999.13	
	API	08/20/2019	W 19AUG2	006950		172435	HOSPITALIZATION 96612		382,159.36	
	API	08/20/2019	W 19AUG2	006950		172435	HOSPITALIZATION 96612		17,826.13	
	API	08/20/2019	W 19AUG2	006950		172435	HOSPITALIZATION 96612		8,333.74	
	API	08/20/2019	W 19AUG2	006950		172435	HOSPITALIZATION 96612		13,293.52	
	API	08/20/2019	W 19AUG2	006950		172435	HOSPITALIZATION 96612		1,168.21	
	API	08/20/2019	W 19AUG2	006950		172435	HOSPITALIZATION 96612			

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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	F3739068-58010	08/20/2019 W	19AUG2	006950		172435	HOSPITALIZATION 96612		31,973.98	
API	G3739068-58010	08/20/2019 W	19AUG2	006950		172435	HOSPITALIZATION 96612		17,355.12	
API	A3537224-54180	08/20/2019 W	19AUG2	000073		172436	OTHER SUPPLIES 518-587-3550		118.95	
API	A3021314-54110	08/20/2019 W	19AUG2	007889		172437	OFFICE SUPPLIES 7/31/19		235.00	
API	A3537114-54140	08/20/2019 W	19AUG2	003097		172438	JANITORIAL SUPPLIES 20-SAR30		34.90	
API	E3577164-54610	08/20/2019 W	19AUG2	002188		172439	REPAIRS & MAINTENANCE BUILDING 7/17/19		652.31	
API	E3577164-54610	08/20/2019 W	19AUG2	002188		172440	REPAIRS & MAINTENANCE BUILDING 7/2/19		1,590.92	
API	E3577164-54201	08/20/2019 W	19AUG2	007337		172441	BUSINESS EXPENSE/SALES MAY REIMB		227.51	
API	E3577164-54201	08/20/2019 W	19AUG2	007337		172442	BUSINESS EXPENSE/SALES JULY REIMB		540.25	
API	A3031444-54725	08/20/2019 W	19AUG2	000113	190452	172443	SERVICE CONTRACTS ENGINEERING 539.050.001		116.25	
POL	A3031444-54725	08/20/2019 LIQ/INV		000113	190452	172443	SERVICE CONTRACTS ENGINEERING 4 539.050.001 2019			116.25
API	A3638194-54720	08/20/2019 W	19AUG2	000113	190357	172444	SERVICE CONTRACTS - PROF SERV 539.048.001		157.42	
POL	A3638194-54720	08/20/2019 LIQ/INV		000113	190357	172444	SERVICE CONTRACTS - PROF SERV 4 539.048.001 2019			157.42
API	H3517142-52000-1240	08/20/2019 W	19AUG2	000113	190525	172445	COMPLETE STREETS GREENBELT 5390.044.001		2,512.75	
POL	H3517142-52000-1240	08/20/2019 LIQ/INV		000113	190525	172445	COMPLETE STREETS GREENBELT 4 5390.044.001 2019			2,512.75
API	A3031444-54725	08/20/2019 W	19AUG2	000113	190477	172446	SERVICE CONTRACTS ENGINEERING 539.035.001		3,450.00	
POL	A3031444-54725	08/20/2019 LIQ/INV		000113	190477	172446	SERVICE CONTRACTS ENGINEERING 4 539.035.001 2019			3,450.00
API	A3031444-54725	08/20/2019 W	19AUG2	000113	190504	172447	SERVICE CONTRACTS ENGINEERING 539.051.001		4,100.95	
POL	A3031444-54725	08/20/2019 LIQ/INV		000113	190504	172447	SERVICE CONTRACTS ENGINEERING 4 539.051.001 2019			4,100.95
API	A3143124-54160	08/20/2019 W	19AUG2	002437		172449	UNIFORMS 8/3/19		49.00	
API	A3143414-54150	08/20/2019 W	19AUG2	004542	190400	172450	EMS SUPPLIES 205698		174.68	
POL	A3143414-54150	08/20/2019 LIQ/INV		004542	190400	172450	EMS SUPPLIES 4 205698 2019			174.68
API	A3567174-54610-3000	08/20/2019 W	19AUG2	007426		172451	REPAIRS & MAINTENANCE BUILDING CITSAR		215.00	
API	A3143124-54510	08/20/2019 W	19AUG2	007065		172452	REPAIRS & MAINTENANCE VEHICLE 7/30/19		712.25	
API	A3031624-54610						REPAIRS & MAINTENANCE BUILDING		53.61	

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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
		08/20/2019 W	19AUG2	000139		172453	3691			
API	A3031624-54610	08/20/2019 W	19AUG2	000139		172453	REPAIRS & MAINTENANCE BUILDING		711.68	
API	A3031624-54610	08/20/2019 W	19AUG2	000139		172453	3691			557.73
API	A3031654-54610	08/20/2019 W	19AUG2	000139		172453	REPAIRS & MAINTENANCE BUILDING		45.40	
API	A3537114-54180	08/20/2019 W	19AUG2	000139		172453	3691		15.90	
API	A3537114-54330	08/20/2019 W	19AUG2	000139		172453	OTHER SUPPLIES		454.20	
API	A3537224-54180	08/20/2019 W	19AUG2	000139		172453	3691		5.85	
API	A3638184-54521	08/20/2019 W	19AUG2	000417	190014	172455	REPAIRS & MAINTENANCE EQUIPMEN		1,235.48	
API	A3638184-54700	08/20/2019 W	19AUG2	000417	190014	172455	3691		315.00	
POL	A3638184-54521	08/20/2019 W	19AUG2	000417	190014	172455	OTHER SUPPLIES			1,235.48
POL	A3638184-54700	08/20/2019 LIQ/INV		000417	190014	172455	TIPPING FEES	4		
API	E3577168-58010	08/20/2019 W	19AUG2	005598		172456	28-34321 0	2019		
API	A3143414-54771	08/20/2019 W	19AUG2	000136		172457	TRANSPORTATION	4		315.00
API	A3567154-54500	08/20/2019 W	19AUG2	008191	190449	172458	28-34321 0	2019		
POL	A3567154-54500	08/20/2019 LIQ/INV		008191	190449	172458	HOSPITALIZATION		19,910.66	
API	A3143124-54160	08/20/2019 W	19AUG2	003814		172459	10013542		167.25	
API	H3031492-52000-1141	08/20/2019 W	19AUG2	007207	190296	172460	SERVICE CONTRACTS INS RECOVERY		1,200.00	
POL	H3031492-52000-1141	08/20/2019 LIQ/INV		007207	190296	172460	8/1/19			
API	A3335014-54510	08/20/2019 W	19AUG2	004904		172461	PROGRAMS & BUS TRIPS		1,200.00	
API	E3577164-54202	08/20/2019 W	19AUG2	000429		172462	5/13/19			
API	A3143014-54802	08/20/2019 W	19AUG2	005027	190311	172463	PROGRAMS & BUS TRIPS	4		1,200.00
POL	A3143014-54802	08/20/2019 LIQ/INV		005027	190311	172463	5/13/19	2019		
API	Y3618684-54220-463	08/20/2019 W	19AUG2	007563		172464	UNIFORMS		140.00	
API	F3638344-54180	08/20/2019 W	19AUG2	007682		172465	6/29/19		8,379.19	
API	F3638334-54708	08/20/2019 W	19AUG2	000149	190346	172466	CAPITAL PROJECT OUTLAY			
		08/20/2019 W	19AUG2	000149	190346	172466	13732.06			
		08/20/2019 W	19AUG2	000149	190346	172466	CAPITAL PROJECT OUTLAY	4		8,379.19
		08/20/2019 W	19AUG2	000149	190346	172466	13732.06	2019		
		08/20/2019 W	19AUG2	000149	190346	172466	REPAIRS & MAINTENANCE VEHICLE		342.09	
		08/20/2019 W	19AUG2	000149	190346	172466	287902			
		08/20/2019 W	19AUG2	000149	190346	172466	CLIENT EXPENSES	Y	12,280.00	
		08/20/2019 W	19AUG2	000149	190346	172466	7/30/19			
		08/20/2019 W	19AUG2	000149	190346	172466	COMPLUS PARK TICKET COLL FEE		6,428.10	
		08/20/2019 W	19AUG2	000149	190346	172466	7/31/19			
		08/20/2019 W	19AUG2	000149	190346	172466	COMPLUS PARK TICKET COLL FEE	4		6,428.10
		08/20/2019 W	19AUG2	000149	190346	172466	7/31/19	2019		
		08/20/2019 W	19AUG2	000149	190346	172466	TRAVEL	Y	32.48	
		08/20/2019 W	19AUG2	000149	190346	172466	MILEAGE			
		08/20/2019 W	19AUG2	000149	190346	172466	OTHER SUPPLIES	Y	540.57	
		08/20/2019 W	19AUG2	000149	190346	172466	205549			
		08/20/2019 W	19AUG2	000149	190346	172466	LAB TESTING		973.00	
		08/20/2019 W	19AUG2	000149	190346	172466	JULY			

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POL	F3638334-54708	08/20/2019	LIQ/INV	000149	190346	172466	LAB TESTING JULY	4 2019		973.00
API	H3043012-52000-1247	08/20/2019	W 19AUG2	000152	190390	172467	CAPITAL PROJECT OUTLAY 7/9/19		1,975.90	
POL	H3043012-52000-1247	08/20/2019	LIQ/INV	000152	190390	172467	CAPITAL PROJECT OUTLAY 7/9/19	4 2019		1,975.90
API	H3043012-52000-1247	08/20/2019	W 19AUG2	000152	190390	172468	CAPITAL PROJECT OUTLAY 6/19/19		2,783.40	
POL	H3043012-52000-1247	08/20/2019	LIQ/INV	000152	190390	172468	CAPITAL PROJECT OUTLAY 6/19/19	4 2019		2,783.40
API	E3577164-54792	08/20/2019	W 19AUG2	003203		172470	MISCELLANEOUS 776672317818429		14.34	
API	A3739068-58011	08/20/2019	W 19AUG2	000003		172471	VISION INSURANCE #268-DPW		1,582.10	
API	A3769068-58011-3000	08/20/2019	W 19AUG2	000003		172471	VISION INSURANCE #268-DPW		219.06	
API	F3739068-58011	08/20/2019	W 19AUG2	000003		172471	VISION INSURANCE #268-DPW		97.36	
API	G3739068-58011	08/20/2019	W 19AUG2	000003		172471	VISION INSURANCE #268-DPW		170.38	
API	A3011478-58011	08/20/2019	W 19AUG2	000003		172472	VISION INSURANCE #NB365-CITY HALL & ADMIN		24.34	
API	A3719068-58011	08/20/2019	W 19AUG2	000003		172472	VISION INSURANCE #NB365-CITY HALL & ADMIN		462.46	
API	A3729068-58011	08/20/2019	W 19AUG2	000003		172472	VISION INSURANCE #NB365-CITY HALL & ADMIN		267.74	
API	A3739068-58011	08/20/2019	W 19AUG2	000003		172472	VISION INSURANCE #NB365-CITY HALL & ADMIN		296.13	
API	A3749068-58011	08/20/2019	W 19AUG2	000003		172472	VISION INSURANCE #NB365-CITY HALL & ADMIN		657.18	
API	A3759068-58011	08/20/2019	W 19AUG2	000003		172472	VISION INSURANCE #NB365-CITY HALL & ADMIN		219.06	
API	A3769068-58011	08/20/2019	W 19AUG2	000003		172472	VISION INSURANCE #NB365-CITY HALL & ADMIN		121.70	
API	F3739068-58011	08/20/2019	W 19AUG2	000003		172472	VISION INSURANCE #NB365-CITY HALL & ADMIN		399.56	
API	G3739068-58011	08/20/2019	W 19AUG2	000003		172472	VISION INSURANCE #NB365-CITY HALL & ADMIN		131.87	
API	A3335014-54180	08/20/2019	W 19AUG2	000872		172473	OTHER SUPPLIES 282		21.39	
API	A3143314-54332	08/20/2019	W 19AUG2	002858		172474	MATERIALS & REPAIRS TRAFFIC LT 7/31/19		107.38	
API	A3335184-54750	08/20/2019	W 19AUG2	002858		172475	STREET LIGHTING 7/31/19		399.46	
API	F3638334-54650	08/20/2019	W 19AUG2	002858		172475	UTILITIES 7/31/19		52.00	
API	A3567154-54500	08/20/2019	W 19AUG2	006379	190453	172476	PROGRAMS & BUS TRIPS CAMP SARADAC		225.00	
POL	A3567154-54500						PROGRAMS & BUS TRIPS	4		225.00

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API	A3567144-54740	08/20/2019	LIQ/INV	006379	190453	172476	CAMP SARADAC	2019		
API	E3577164-54201	08/20/2019	W 19AUG2	000172		172477	SERVICE CONTRACTS - EQUIPMENT		177.00	
API	A3051964-54180	08/20/2019	W 19AUG2	000175		172478	SSCI15			
API	A3021694-54740	08/20/2019	W 19AUG2	005574		172479	BUSINESS EXPENSE/SALES		35.00	
POL	A3021694-54740	08/20/2019	W 19AUG2	005574	190007	172480	7/15/19			
API	E3577164-54650	08/20/2019	LIQ/INV	005574	190007	172480	OTHER SUPPLIES		1,223.96	
API	A3638184-54719	08/20/2019	W 19AUG2	000001		172481	B11184			
POL	A3638184-54719	08/20/2019	W 19AUG2	004899	180906	172482	SERVICE CONTRACTS - EQUIPMENT		3,081.85	
API	A3051354-54720	08/20/2019	LIQ/INV	004899	180906	172482	B11184			
POL	A3051354-54720	08/20/2019	LIQ/INV	004899	180906	172482	SERVICE CONTRACTS - EQUIPMENT	4		3,081.85
API	E3577164-54720	08/20/2019	W 19AUG2	000197	190389	172484	B11184	2019		
POL	E3577164-54720	08/20/2019	LIQ/INV	000197	190389	172484	UTILITIES		1,604.80	
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190541	172485	010007			
POL	A3143124-54160	08/20/2019	W 19AUG2	000198	190541	172485	PROF SERVICES LANDFILL LINE		259.00	
API	A3143124-54160	08/20/2019	LIQ/INV	000198	190541	172485	10258-0007-001			
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190541	172485	PROF SERVICES LANDFILL LINE	4		259.00
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190534	172486	10258-0007-001	2018		
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190534	172486	SERVICE CONTRACTS - PROF SERV		391.00	
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190536	172487	10258-0019			
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190536	172487	SERVICE CONTRACTS - PROF SERV	4		391.00
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190538	172488	10258-0019	2018		
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190538	172488	SERVICE CONTRACTS - PROF SERV		520.00	
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190535	172489	65071			
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190535	172489	SERVICE CONTRACTS - PROF SERV	4		520.00
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190537	172490	65071	2019		
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190537	172490	UNIFORMS		9.90	
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190537	172490	1001581618			
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190537	172490	UNIFORMS	4		9.90
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190535	172489	1001581618	2019		
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190535	172489	UNIFORMS		48.33	
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190537	172490	1001581618			
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190537	172490	UNIFORMS	4		48.33
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190535	172489	1001581618	2019		
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190535	172489	UNIFORMS		48.33	
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190537	172490	1001581618			
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190537	172490	UNIFORMS	4		48.33
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190535	172489	1001581618	2019		
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190535	172489	UNIFORMS		55.00	
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190537	172490	1001581618			
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190537	172490	UNIFORMS	4		55.00
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190535	172489	1001581618	2019		
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190535	172489	UNIFORMS		68.83	
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190537	172490	1001581618			
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190537	172490	UNIFORMS	4		68.83
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190535	172489	1001581618	2019		
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190535	172489	UNIFORMS		115.83	
API	A3143124-54160	08/20/2019	W 19AUG2	000198	190537	172490	1001581618			
POL	A3143124-54160	08/20/2019	LIQ/INV	000198	190537	172490	UNIFORMS	4		115.83

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API	A3051414-54490	08/20/2019 W	19AUG2	000376		172491	GENERAL ADVERTISING 90122		124.85	
API	A3031444-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		461.75	
API	A3051354-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		18.41	
API	A3143124-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		1,841.11	
API	A3143414-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		1,209.41	
API	A3335014-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		442.61	
API	A3567144-54520-3000	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		476.72	
API	A3638194-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		128.08	
API	A3638564-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		8.93	
API	E3577164-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		49.87	
API	F3638334-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		298.08	
API	F3638344-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		654.46	
API	F3638354-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		8.37	
API	G3638124-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		449.29	
API	G3638124-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		151.51	
API	A3335124-54520	08/20/2019 W	19AUG2	006207		172492	GAS & OIL 8097		724.01	
API	A3143124-54520	08/20/2019 W	19AUG2	006207		172493	GAS & OIL 8097		7,903.80	
API	A3011424-54720	08/20/2019 W	19AUG2	007562	190454	172494	SERVICE CONTRACTS - PROF SERV ADDENDUM ONE		3,472.00	
POL	A3011424-54720	08/20/2019 LIQ/INV		007562	190454	172494	SERVICE CONTRACTS - PROF SERV 4 ADDENDUM ONE 2019			3,472.00
API	A3567344-54781	08/20/2019 W	19AUG2	007678		172495	SUPERVISION REF		225.00	
API	E3577164-54140	08/20/2019 W	19AUG2	000189		172496	JANITORIAL SUPPLIES 812909570		85.98	
API	A3031624-54140	08/20/2019 W	19AUG2	000189		172497	JANITORIAL SUPPLIES 800013294		61.35	
API	A3031654-54140	08/20/2019 W	19AUG2	000189		172497	JANITORIAL SUPPLIES 800013294		103.00	
API	A3031654-54140	08/20/2019 W	19AUG2	000189		172497	JANITORIAL SUPPLIES 800013294		131.81	
API	A3335014-54180						OTHER SUPPLIES		156.83	

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SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
	08/20/2019 W	19AUG2	000189		172497	800013294				
API A3335184-54750	08/20/2019 W	19AUG2	000189		172497	STREET LIGHTING		594.65		
API A3537114-54140	08/20/2019 W	19AUG2	000189		172497	800013294				
API A3537114-54330	08/20/2019 W	19AUG2	000189		172497	JANITORIAL SUPPLIES		423.72		
API A3537114-54680	08/20/2019 W	19AUG2	000189		172497	800013294				
API A3567174-54610-3000	08/20/2019 W	19AUG2	000189		172497	REPAIRS & MAINTENANCE EQUIPMEN		171.72		
API A3567174-54610-3000	08/20/2019 W	19AUG2	000189		172497	800013294				
API F3638334-54180	08/20/2019 W	19AUG2	000189		172497	LANDSCAPING		177.60		
API G3638124-54331	08/20/2019 W	19AUG2	000189		172497	800013294				
API G3638124-54331	08/20/2019 W	19AUG2	000189		172497	REPAIRS & MAINTENANCE BUILDING		72.96		
API F3638334-54180	08/20/2019 W	19AUG2	000189		172497	800013294				
API G3638124-54331	08/20/2019 W	19AUG2	000189		172497	REPAIRS & MAINTENANCE BUILDING		45.46		
API F3638334-54180	08/20/2019 W	19AUG2	000189		172497	800013294				
API G3638124-54331	08/20/2019 W	19AUG2	000189		172497	OTHER SUPPLIES		93.86		
API F3638334-54180	08/20/2019 W	19AUG2	000189		172497	800013294				
API G3638124-54331	08/20/2019 W	19AUG2	000189		172497	REPAIRS & MAINTENANCE PUMPS		76.58		
API F3638334-54180	08/20/2019 W	19AUG2	000189		172497	800013294				
API G3638124-54331	08/20/2019 W	19AUG2	000189		172497	REPAIRS & MAINTENANCE PUMPS		521.55		
API F3638334-54180	08/20/2019 W	19AUG2	000189		172497	800013294				
API H3517142-52000-1252	08/20/2019 W	19AUG2	008309		172498	REPAIRS & MAINTENANCE VEHICLE		83.00		
API H3517142-52000-1252	08/20/2019 W	19AUG2	008309		172498	GAS & TOLLS				
POL H3517142-52000-1252	08/20/2019 W	19AUG2	006210	171866	172499	CAPITAL PROJECT OUTLAY		5,853.90		
API F3638334-54180	08/20/2019 W	19AUG2	006210	171866	172499	GREENBELT TRAIL				
API A3011474-54774	08/20/2019 W	19AUG2	006210	171866	172499	CAPITAL PROJECT OUTLAY				
API A3719044-54774	08/20/2019 W	19AUG2	006210	171866	172499	GREENBELT TRAIL	4		5,853.90	
API A3729044-54774	08/20/2019 W	19AUG2	006210	171866	172499	OTHER SUPPLIES	2017			
API A3739044-54774	08/20/2019 W	19AUG2	006210	171866	172499	015432		1,910.52		
API A3739044-54774	08/20/2019 W	19AUG2	000199		172500	LIFE INSURANCE		4.00		
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	000040370001		76.00		
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	LIFE INSURANCE		44.00		
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	000040370001		317.86		
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	LIFE INSURANCE		73.86		
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	000040370001		49.88		
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	LIFE INSURANCE		335.20		
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	000040370001		36.00		
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	LIFE INSURANCE		24.00		
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	000040370001		40.00		
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	LIFE INSURANCE		781.00		
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	000040370001				
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	REPAIRS & MAINTENANCE EQUIPMEN				
API A3739044-54774	08/20/2019 W	19AUG2	000200		172501	7/29/19				

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API	A3335014-54510	08/20/2019 W	19AUG2	006154		172503	REPAIRS & MAINTENANCE VEHICLE 167151		63.00	
API	A3031654-54140	08/20/2019 W	19AUG2	000211		172504	JANITORIAL SUPPLIES 7694		456.22	
API	A3335014-54180	08/20/2019 W	19AUG2	000205		172505	OTHER SUPPLIES 90-00047 2		70.00	
API	A3567144-54600	08/20/2019 W	19AUG2	006462		172506	ADVERTISING REIMB		100.00	
API	F3638334-54141	08/20/2019 W	19AUG2	000202	190514	172507	CHEMICALS 984		6,954.26	
POL	F3638334-54141	08/20/2019 LIQ/INV		000202	190514	172507	CHEMICALS 984	4 2019		6,954.26
API	A3143314-54713	08/20/2019 W	19AUG2	002439		172508	PAVEMENT MARKING MATERIALS 886609		35.94	
API	A3143124-54180	08/20/2019 W	19AUG2	002439		172509	OTHER SUPPLIES 6035322538801519		57.19	
API	A3143624-54110	08/20/2019 W	19AUG2	002439		172510	OFFICE SUPPLIES 712642		70.19	
API	A3143314-54713	08/20/2019 W	19AUG2	002439		172511	PAVEMENT MARKING MATERIALS 886609		78.28	
API	A3143414-54330	08/20/2019 W	19AUG2	002439		172512	REPAIRS & MAINTENANCE EQUIPMEN 879234		170.72	
API	A3143414-54330	08/20/2019 W	19AUG2	002439		172513	REPAIRS & MAINTENANCE EQUIPMEN 879234		184.36	
API	A3031624-54180	08/20/2019 W	19AUG2	002439		172514	OTHER SUPPLIES 6035322504016258		94.63	
API	A3537114-54610	08/20/2019 W	19AUG2	002439		172514	REPAIRS & MAINTENANCE BUILDING 6035322504016258		506.75	
API	A3537114-54680	08/20/2019 W	19AUG2	002439		172514	LANDSCAPING 6035322504016258		77.70	
API	A3567144-54180-3000	08/20/2019 W	19AUG2	002439		172514	OTHER SUPPLIES 6035322504016258		182.90	
API	A3567144-54180-3000	08/20/2019 W	19AUG2	002439		172514	OTHER SUPPLIES 6035322504016258		321.64	
API	A3567194-54180-3000	08/20/2019 W	19AUG2	002439		172514	OTHER SUPPLIES 6035322504016258		91.17	
API	A3567194-54610-3000	08/20/2019 W	19AUG2	002439		172514	REPAIRS & MAINTENANCE BUILDING 6035322504016258		7.68	
API	A3567194-54610-3000	08/20/2019 W	19AUG2	002439		172514	REPAIRS & MAINTENANCE BUILDING 6035322504016258		73.36	
API	A3638194-54180	08/20/2019 W	19AUG2	002439		172514	OTHER SUPPLIES 6035322504016258	Y	47.14	
API	A3638194-54610	08/20/2019 W	19AUG2	002439		172514	REPAIRS & MAINTENANCE BUILDING 6035322504016258		152.98	
API	A3638194-54610	08/20/2019 W	19AUG2	002439		172514	REPAIRS & MAINTENANCE BUILDING 6035322504016258		53.16	
API	A3638194-54610	08/20/2019 W	19AUG2	002439		172514	REPAIRS & MAINTENANCE BUILDING 6035322504016258		22.44	
API	G3638124-54180						OTHER SUPPLIES		20.94	

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API	A044-41640	08/20/2019 W	19AUG2	002439		172514	6035322504016258 AMBULANCE TRANSPORT CHARGES		336.46	
API	E3577164-54720	08/20/2019 W	19AUG2	007865		172515	CAROL TODD SERVICE CONTRACTS - PROF SERV		77.52	
API	A3335014-54510	08/20/2019 W	19AUG2	006549		172516	7280 REPAIRS & MAINTENANCE VEHICLE		474.30	
POL	A3335014-54510	08/20/2019 W	19AUG2	005966	190573	172517	SARAT001 REPAIRS & MAINTENANCE VEHICLE	4		474.30
API	A3335014-54510	08/20/2019 LIQ/INV		005966	190573	172517	SARAT001 REPAIRS & MAINTENANCE VEHICLE	2019	1,510.63	
POL	A3335014-54510	08/20/2019 W	19AUG2	005966	190588	172518	SARAT001 REPAIRS & MAINTENANCE VEHICLE	4		1,744.21
API	E3577164-54610	08/20/2019 LIQ/INV		005966	190588	172518	SARAT001 REPAIRS & MAINTENANCE BUILDING	2019	2,315.55	
API	A046-42051	08/20/2019 W	19AUG2	007952		172519	4/29/19 REC PROG CLINIC FEES		65.00	
API	A3011214-54540	08/20/2019 W	19AUG2	008306		172520	REFUND SKTBD TRAVEL		7.77	
API	A3011214-54540	08/20/2019 W	19AUG2	007508		172521	MILEAGE TRAVEL		9.05	
API	A3011214-54540	08/20/2019 W	19AUG2	007508		172522	MILEAGE TRAVEL		40.72	
API	H3517022-52000-1075	08/20/2019 W	19AUG2	007508		172523	MILEAGE OPEN SPACE		2,727.13	
API	H3517022-52000-1075	08/20/2019 W	19AUG2	006163	120402	172524	CHANGE ORDER 1 OPEN SPACE		3,690.00	
POL	H3517022-52000-1075	08/20/2019 W	19AUG2	006163		172524	CHANGE ORDER 1 OPEN SPACE	4		2,727.13
API	A3011424-54440	08/20/2019 LIQ/INV		006163	120402	172524	CHANGE ORDER 1 BOOKS PUBLICATIONS & SUBSCRITI	2012	87.00	
API	A3143124-54510	08/20/2019 W	19AUG2	006200		172525	42532P5K7 REPAIRS & MAINTENANCE VEHICLE		60.60	
API	A3335014-54510	08/20/2019 W	19AUG2	008168		172526	5841800 REPAIRS & MAINTENANCE VEHICLE		134.75	
API	A3335014-54510	08/20/2019 W	19AUG2	008168		172527	5873550 REPAIRS & MAINTENANCE VEHICLE		147.00	
API	G3638114-54510	08/20/2019 W	19AUG2	008168		172527	5873550 REPAIRS & MAINTENANCE VEHICLE		431.06	
API	A3335014-54510	08/20/2019 W	19AUG2	008168		172527	5873550 REPAIRS & MAINTENANCE VEHICLE		1,488.89	
API	A3031594-54610	08/20/2019 W	19AUG2	008168		172528	5873554 REPAIRS & MAINTENANCE BUILDING		28.50	
POL	A3031594-54610	08/20/2019 W	19AUG2	000270	190229	172529	0019185 REPAIRS & MAINTENANCE BUILDING	4		28.50
API	A3031634-54610	08/20/2019 LIQ/INV		000270	190229	172529	0019185 VC REPAIRS & MAINTENANCE BUILD	2019	38.50	
POL	A3031634-54610	08/20/2019 W	19AUG2	000270	190229	172530	0019119 VC REPAIRS & MAINTENANCE BUILD	4		38.50
		08/20/2019 LIQ/INV		000270	190229	172530	0019119	2019		

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API	A3537214-54610	08/20/2019 W	19AUG2	000270	190229	172531	REPAIRS & MAINTENANCE BUILDING 0019121		38.50	
POL	A3537214-54610	08/20/2019 LIQ/INV		000270	190229	172531	REPAIRS & MAINTENANCE BUILDING 4 0019121 2019			38.50
API	A3567194-54720-3000	08/20/2019 W	19AUG2	000270	190229	172532	SERVICE CONTRACTS - PROF SERV 0019117		68.50	
POL	A3567194-54720-3000	08/20/2019 LIQ/INV		000270	190229	172532	SERVICE CONTRACTS - PROF SERV 4 0019117 2019			68.50
API	A3537114-54720	08/20/2019 W	19AUG2	000270	190229	172533	SERVICE CONTRACTS - PROF SERV 0019122		105.50	
POL	A3537114-54720	08/20/2019 LIQ/INV		000270	190229	172533	SERVICE CONTRACTS - PROF SERV 4 0019122 2019			105.50
API	A3031634-54610	08/20/2019 W	19AUG2	000270		172534	VC REPAIRS & MAINTENANCE BUILD 0019119		139.25	
API	A3567174-54720-3000	08/20/2019 W	19AUG2	000270	190229	172535	SERVICE CONTRACTS - PROF SERV 0019138		231.00	
POL	A3567174-54720-3000	08/20/2019 LIQ/INV		000270	190229	172535	SERVICE CONTRACTS - PROF SERV 4 0019138 2019			231.00
API	G3638124-54331	08/20/2019 W	19AUG2	000270	190374	172536	REPAIRS & MAINTENANCE PUMPS 0019118		1,065.00	
POL	G3638124-54331	08/20/2019 LIQ/INV		000270	190374	172536	REPAIRS & MAINTENANCE PUMPS 4 0019118 2019			1,065.00
API	A3335124-54160	08/20/2019 W	19AUG2	003272		172537	UNIFORMS 96797	Y	196.08	
API	F3638354-54160	08/20/2019 W	19AUG2	003272		172537	UNIFORMS 96797		425.38	
API	A3143124-54180	08/20/2019 W	19AUG2	008208		172538	OTHER SUPPLIES 58777143		68.47	
API	A3143414-54330	08/20/2019 W	19AUG2	004407	190622	172539	REPAIRS & MAINTENANCE EQUIPMEN C35875		2,798.00	
POL	A3143414-54330	08/20/2019 LIQ/INV		004407	190622	172539	REPAIRS & MAINTENANCE EQUIPMEN 4 C35875 2019			2,750.00
API	A3567154-54500	08/20/2019 W	19AUG2	003891	190434	172540	PROGRAMS & BUS TRIPS 7/29/19		1,573.00	
POL	A3567154-54500	08/20/2019 LIQ/INV		003891	190434	172540	PROGRAMS & BUS TRIPS 4 7/29/19 2019			1,705.00
API	A3335014-54510	08/20/2019 W	19AUG2	000386		172541	REPAIRS & MAINTENANCE VEHICLE 6017550		29.50	
API	A3335014-54510	08/20/2019 W	19AUG2	000386		172542	REPAIRS & MAINTENANCE VEHICLE 6017550		148.21	
API	H3031492-52000-1141	08/20/2019 W	19AUG2	005797	190557	172543	CAPITAL PROJECT OUTLAY 19-107		181,170.70	
POL	H3031492-52000-1141	08/20/2019 LIQ/INV		005797	190557	172543	CAPITAL PROJECT OUTLAY 4 19-107 2019			181,170.70
API	G3638114-54160	08/20/2019 W	19AUG2	004678	190192	172544	UNIFORMS BOOTS./DELANEY		149.99	
POL	G3638114-54160	08/20/2019 LIQ/INV		004678	190192	172544	UNIFORMS 4 BOOTS./DELANEY 2019			200.00
API	A3537114-54160						UNIFORMS		159.99	

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POL	A3537114-54160	08/20/2019	W 19AUG2	004678	190140	172545	BOOTS/MILKS			
API	A3537114-54160	08/20/2019	LIQ/INV	004678	190140	172545	UNIFORMS	4		200.00
POL	A3537114-54160	08/20/2019	W 19AUG2	004678	190141	172546	BOOTS/MILKS	2019		
API	G3638124-54160	08/20/2019	LIQ/INV	004678	190141	172546	UNIFORMS		194.35	
POL	A3537114-54160	08/20/2019	W 19AUG2	004678	190354	172547	PANTS/MILKS			
API	G3638124-54160	08/20/2019	LIQ/INV	004678	190354	172547	UNIFORMS	4		200.00
POL	G3638124-54160	08/20/2019	W 19AUG2	004678	190193	172548	PANTS/MILKS	2019		
API	G3638114-54160	08/20/2019	LIQ/INV	004678	190193	172548	UNIFORMS		199.95	
POL	G3638114-54160	08/20/2019	W 19AUG2	004678	190193	172548	PANTS/KONKEL REISSUE			
API	A3021384-54720	08/20/2019	LIQ/INV	001418		172549	UNIFORMS	4		200.00
POL	A3143124-54720	08/20/2019	W 19AUG2	006615		172550	PANTS/DELANEY	2019		
API	A3143124-54720	08/20/2019	W 19AUG2	006615		172551	UNIFORMS		200.00	
POL	A3143124-54720	08/20/2019	W 19AUG2	006615		172551	PANTS/DELANEY	4		200.00
API	A3143634-54747	08/20/2019	LIQ/INV	006306	190281	172552	MORGAN ST PROF SERV		25,200.00	
POL	A3143634-54747	08/20/2019	W 19AUG2	007582		172553	2019 4TH QTR			
API	E3577164-54720	08/20/2019	LIQ/INV	006306	190281	172552	SERVICE CONTRACTS - PROF SERV		135.00	
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172556	8/1/19			
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172556	SERVICE CONTRACTS - PROF SERV		270.00	
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	139332			
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	AMBULANCE BILLING CONTRACTED S		6,262.99	
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	SSFD			
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	AMBULANCE BILLING CONTRACTED S 4			6,262.99
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	SSFD	2019		
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	SERVICE CONTRACTS - PROF SERV		125.00	
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	25437332			
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	SERVICE CONTRACTS - PROF SERV		103.52	
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	SS14			
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	UTILITIES TRAFFIC LIGHTS		12.83	
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	DPS			
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	SERVICE CONTRACTS - EQUIPMENT		1,494.45	
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	SARA007			
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	SERVICE CONTRACTS - EQUIPMENT	4		1,494.45
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	SARA007	2019		
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	SERVICE CONTRACTS - EQUIPMENT		1,549.57	
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	SARA007			
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	SERVICE CONTRACTS - EQUIPMENT	4		1,549.57
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	SARA007	2019		
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	REPAIRS & MAINTENANCE VEHICLE		5,384.75	
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	CITYO001			
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	REPAIRS & MAINTENANCE VEHICLE	4		5,384.75
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	CITYO001	2019		
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	OFFICE SUPPLIES		91.86	
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	19472			
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	OTHER SUPPLIES		300.00	
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	PBS#5-432989			
API	A3335014-54740	08/20/2019	LIQ/INV	006172	190246	172557	CONCRETE		372.50	
POL	A3335014-54740	08/20/2019	W 19AUG2	006172	190246	172557	19018			

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POL	A3335014-54101	08/20/2019	LIQ/INV	000327	190619	172561	CONCRETE 19018	4 2019		372.50
API	A3335014-54100	08/20/2019	W 19AUG2	000327	190315	172562	RUBBLE BLACKTOP STONE OIL 19018		3,831.60	
POL	A3335014-54100	08/20/2019	LIQ/INV	000327	190315	172562	RUBBLE BLACKTOP STONE OIL 19018	4 2019		3,831.60
API	A3335134-54100	08/20/2019	W 19AUG2	000327	190398	172563	RUBBLE BLACKTOP STONE OIL 19018		15,334.74	
POL	A3335134-54100	08/20/2019	LIQ/INV	000327	190398	172563	RUBBLE BLACKTOP STONE OIL 19018	4 2019		15,334.74
API	A3143424-54180	08/20/2019	W 19AUG2	004070	180572	172564	OTHER SUPPLIES 10182401		3,351.60	
POL	A3143424-54180	08/20/2019	LIQ/INV	004070	180572	172564	OTHER SUPPLIES 10182401	4 2018		3,351.60
API	A3143124-54740	08/20/2019	W 19AUG2	006294	190350	172565	SERVICE CONTRACTS - EQUIPMENT (MA)SARAT,SP		665.00	
POL	A3143124-54740	08/20/2019	LIQ/INV	006294	190350	172565	SERVICE CONTRACTS - EQUIPMENT (MA)SARAT,SP	4 2019		665.00
API	A3335014-54100	08/20/2019	W 19AUG2	000329	190531	172566	RUBBLE BLACKTOP STONE OIL 222		859.21	
POL	A3335014-54100	08/20/2019	LIQ/INV	000329	190531	172566	RUBBLE BLACKTOP STONE OIL 222	4 2019		859.21
API	A3567314-54180	08/20/2019	W 19AUG2	007753		172567	OTHER SUPPLIES REIMB		71.00	
API	A3011214-54720	08/20/2019	W 19AUG2	000852		172568	SERVICE CONTRACTS - PROF SERV 200238		475.00	
API	A3143124-54180	08/20/2019	W 19AUG2	004258		172569	OTHER SUPPLIES 19002264		149.00	
API	A3143014-54740	08/20/2019	W 19AUG2	000223		172570	SERVICE CONTRACTS - EQUIPMENT 4659857		7.73	
API	A3143124-54740	08/20/2019	W 19AUG2	000223		172571	SERVICE CONTRACTS - EQUIPMENT 4659857		50.09	
API	A3143124-54740	08/20/2019	W 19AUG2	000223		172572	SERVICE CONTRACTS - EQUIPMENT 4659857		201.69	
API	A3143124-54740	08/20/2019	W 19AUG2	000223		172573	SERVICE CONTRACTS - EQUIPMENT 3223252-1023244A4		47.92	
API	A3011422-52200	08/20/2019	W 19AUG2	000223		172574	OFFICE EQUIPMENT 323252-1023244A6		126.78	
API	A3143124-54180	08/20/2019	W 19AUG2	001857		172575	OTHER SUPPLIES 003055		811.30	
API	A3143124-54510	08/20/2019	W 19AUG2	006851		172576	REPAIRS & MAINTENANCE VEHICLE 4310		597.63	
API	A3143314-54510	08/20/2019	W 19AUG2	006851		172576	REPAIRS & MAINTENANCE VEHICLE 4310		850.40	
API	A3143414-54510	08/20/2019	W 19AUG2	006851		172576	REPAIRS & MAINTENANCE VEHICLE 4310		833.80	
API	A3335014-54510	08/20/2019	W 19AUG2	007574		172577	REPAIRS & MAINTENANCE VEHICLE 7/30/19		375.00	
API	A3143124-54180						OTHER SUPPLIES		84.94	

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API	A3143124-54180	08/20/2019 W	19AUG2	006943		172578	VN1969			
API	E3577164-54201	08/20/2019 W	19AUG2	006943		172579	OTHER SUPPLIES		307.11	
API	A3517524-54752	08/20/2019 W	19AUG2	000497		172580	7/31/19 BUSINESS EXPENSE/SALES		50.00	
POL	A3517524-54752	08/20/2019 W	19AUG2	000497	190302	172581	8/7/19 SERVICE CONTRACT CONVENTION TO		18,942.75	
API	P3426424-54183	08/20/2019 LIQ/INV	19AUG2	000497	190302	172581	7/1/19 SERVICE CONTRACT CONVENTION TO 4			18,942.75
API	A3142984-54571	08/20/2019 W	19AUG2	000505		172583	7/1/19 JULY 4TH FIREWORKS CONTRIBUTIO	Y	1,000.00	
API	A3143014-54300	08/20/2019 W	19AUG2	000016		172584	FIREWORKS		800.00	
API	E3577164-54230	08/20/2019 W	19AUG2	000016		172584	DISABILITY TRAINING HANDICAP 1/1-7/31/19		40.00	
API	A3335014-54180	08/20/2019 W	19AUG2	000405		172585	PARKING TICKET SUPPLIES HANDICAP 1/1-7/31/19		546.00	
API	A3143124-54510	08/20/2019 W	19AUG2	006286		172586	DUES 2019 MEMBERSHIP		1,020.00	
API	A3143314-54961	08/20/2019 W	19AUG2	000371		172587	OTHER SUPPLIES 8/6/19		13.43	
API	Y3618664-54959-464	08/20/2019 W	19AUG2	000371		172587	REPAIRS & MAINTENANCE VEHICLE 209150		45.71	
API	A3335014-54180	08/20/2019 W	19AUG2	003052		172588	SIGNS & POSTS 209150		7,537.60	
API	A3143124-54970	08/20/2019 W	19AUG2	000372		172589	SARATOGA SPRINGS HOUSING AUTHO 2018 CDBG	Y	35.00	
API	A3051414-54490	08/20/2019 W	19AUG2	000399		172590	OTHER SUPPLIES 7/25/19		110.51	
API	E3577164-54610	08/20/2019 W	19AUG2	000374		172591	K-9 CARE NERO		93.78	
API	A3031654-54610	08/20/2019 W	19AUG2	002787		172592	GENERAL ADVERTISING 19397		5,295.95	
API	A3638564-54180	08/20/2019 W	19AUG2	003151		172593	REPAIRS & MAINTENANCE BUILDING 1039997		1,065.00	
POL	A3638564-54180	08/20/2019 LIQ/INV	19AUG2	007972	190485	172594	REPAIRS & MAINTENANCE BUILDING 6/21/19		49.98	
API	A3335014-54180	08/20/2019 W	19AUG2	000378		172595	OTHER SUPPLIES CU-10220544		23.49	
API	A3567194-54170	08/20/2019 W	19AUG2	006611		172596	OTHER SUPPLIES 5126-4937-7	4 2019		49.98
API	A046-42051	08/20/2019 W	19AUG2	008307		172597	SPORTS SUPPLIES 7/27/19		450.00	
API	A3021314-54650	08/20/2019 W	19AUG2	007721		172598	REC PROG CLINIC FEES REFUND BKTBL		65.00	
API	E3577164-54720	08/20/2019 W	19AUG2	001336		172599	UTILITIES 1064		39,547.65	
							SERVICE CONTRACTS - PROF SERV 7/19/19		47.50	

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API	E3577164-54720	08/20/2019 W	19AUG2	001336		172600	SERVICE CONTRACTS - PROF SERV 8/1/19		90.00	
API	A3143414-54520	08/20/2019 W	19AUG2	008048		172601	GAS & OIL 27640000		1,335.94	
API	A3335014-54520	08/20/2019 W	19AUG2	008048		172601	GAS & OIL 27640000		2,864.74	
API	A3335124-54520	08/20/2019 W	19AUG2	008048		172601	GAS & OIL 27640000		1,322.56	
API	F3638354-54520	08/20/2019 W	19AUG2	008048		172601	GAS & OIL 27640000		585.09	
API	G3638124-54520	08/20/2019 W	19AUG2	008048		172601	GAS & OIL 27640000		128.67	
API	A3143124-54520	08/20/2019 W	19AUG2	008048		172602	GAS & OIL 19151229		127.54	
API	A3335014-54520	08/20/2019 W	19AUG2	008048		172602	GAS & OIL 19151229		5,258.60	
API	A3335124-54520	08/20/2019 W	19AUG2	008048		172602	GAS & OIL 19151229		28.02	
API	A3567144-54520-3000	08/20/2019 W	19AUG2	008048		172602	GAS & OIL 19151229		442.11	
API	A3638564-54520	08/20/2019 W	19AUG2	008048		172602	GAS & OIL 19151229		418.54	
API	F3638354-54520	08/20/2019 W	19AUG2	008048		172602	GAS & OIL 19151229		257.80	
API	H3638142-52000-1231	08/20/2019 W	19AUG2	003910	190276	172603	ESIDE STORM WATER 22736		2,769.70	
POL	H3638142-52000-1231	08/20/2019 LIQ/INV		003910	190276	172603	ESIDE STORM WATER 22736	4 2019		2,769.70
API	A3021314-54110	08/20/2019 W	19AUG2	002237		172604	OFFICE SUPPLIES N005296		75.49	
API	A3011474-54110	08/20/2019 W	19AUG2	002237		172605	OFFICE SUPPLIES 1005296		83.97	
API	A3143124-54110	08/20/2019 W	19AUG2	002237		172606	OFFICE SUPPLIES N005296		93.99	
API	A3021314-54110	08/20/2019 W	19AUG2	002237		172607	OFFICE SUPPLIES 1005296		144.73	
API	A3143124-54180	08/20/2019 W	19AUG2	002237		172608	OTHER SUPPLIES 1005296		160.41	
API	A3143124-54140	08/20/2019 W	19AUG2	002237		172608	JANITORIAL SUPPLIES 1005296		71.57	
API	A3143414-54110	08/20/2019 W	19AUG2	002237		172608	OFFICE SUPPLIES 1005296		108.49	
API	A3143624-54110	08/20/2019 W	19AUG2	002237		172608	OFFICE SUPPLIES 1005296		27.03	
API	A3051414-54110	08/20/2019 W	19AUG2	002237		172609	OFFICE SUPPLIES N005296		532.46	
API	A3143124-54570	08/20/2019 W	19AUG2	001137		172610	TRAINING 7/30/19		825.00	
API	A3051414-54440						BOOKS PUBLICATIONS & SUBSCRITI		35.00	

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		08/20/2019 W 19AUG2		004888		172611	6360			
API	A3638184-54720						SERVICE CONTRACTS - PROF SERV		144.00	
		08/20/2019 W 19AUG2		000806	190278	172612	28			
POL	A3638184-54720						SERVICE CONTRACTS - PROF SERV	4		144.00
		08/20/2019 LIQ/INV		000806	190278	172612	28	2019		
API	A3567244-54720-3000						SERVICE CONTRACTS - PROF SERV		184.00	
		08/20/2019 W 19AUG2		000806	190278	172613	28			
POL	A3567244-54720-3000						SERVICE CONTRACTS - PROF SERV	4		184.00
		08/20/2019 LIQ/INV		000806	190278	172613	28	2019		
API	A3567144-54720-3000						SERVICE CONTRACTS - PROF SERV		184.00	
		08/20/2019 W 19AUG2		000806	190278	172614	28			
POL	A3567144-54720-3000						SERVICE CONTRACTS - PROF SERV	4		184.00
		08/20/2019 LIQ/INV		000806	190278	172614	28	2019		
API	A3567144-54720-3000						SERVICE CONTRACTS - PROF SERV		184.00	
		08/20/2019 W 19AUG2		000806	190278	172615	28			
POL	A3567144-54720-3000						SERVICE CONTRACTS - PROF SERV	4		184.00
		08/20/2019 LIQ/INV		000806	190278	172615	28	2019		
API	A3567144-54720-3000						SERVICE CONTRACTS - PROF SERV		184.00	
		08/20/2019 W 19AUG2		000806	190278	172616	28			
POL	A3567144-54720-3000						SERVICE CONTRACTS - PROF SERV	4		184.00
		08/20/2019 LIQ/INV		000806	190278	172616	28	2019		
API	A3567174-54720-3000						SERVICE CONTRACTS - PROF SERV		184.00	
		08/20/2019 W 19AUG2		000806	190278	172617	28			
POL	A3567174-54720-3000						SERVICE CONTRACTS - PROF SERV	4		184.00
		08/20/2019 LIQ/INV		000806	190278	172617	28	2019		
API	A3567244-54720-3000						SERVICE CONTRACTS - PROF SERV		184.00	
		08/20/2019 W 19AUG2		000806	190278	172618	28			
POL	A3567244-54720-3000						SERVICE CONTRACTS - PROF SERV	4		184.00
		08/20/2019 LIQ/INV		000806	190278	172618	28	2019		
API	A3638184-54720						SERVICE CONTRACTS - PROF SERV		288.00	
		08/20/2019 W 19AUG2		000806	190278	172619	0375310			
POL	A3638184-54720						SERVICE CONTRACTS - PROF SERV	4		288.00
		08/20/2019 LIQ/INV		000806	190278	172619	0375310	2019		
API	A3567244-54720-3000						SERVICE CONTRACTS - PROF SERV		368.00	
		08/20/2019 W 19AUG2		000806	190278	172620	0373683			
POL	A3567244-54720-3000						SERVICE CONTRACTS - PROF SERV	4		368.00
		08/20/2019 LIQ/INV		000806	190278	172620	0373683	2019		
API	A3567144-54720-3000						SERVICE CONTRACTS - PROF SERV		656.00	
		08/20/2019 W 19AUG2		000806	190278	172621	0376826			
POL	A3567144-54720-3000						SERVICE CONTRACTS - PROF SERV	4		656.00
		08/20/2019 LIQ/INV		000806	190278	172621	0376826	2019		
API	A3567144-54720-3000						SERVICE CONTRACTS - PROF SERV		1,104.00	
		08/20/2019 W 19AUG2		000806	190278	172622	03743763,0373986			
POL	A3567144-54720-3000						SERVICE CONTRACTS - PROF SERV	4		1,104.00
		08/20/2019 LIQ/INV		000806	190278	172622	03743763,0373986	2019		
API	A3335014-54184						FLOWERS		140.30	
		08/20/2019 W 19AUG2		000403		172623	100040			
API	F3638334-54141						CHEMICALS		281.87	
		08/20/2019 W 19AUG2		000393	190517	172624	253236			

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POL	F3638334-54141	08/20/2019	LIQ/INV	000393	190517	172624	CHEMICALS 253236	4 2019		281.87
API	F3638334-54141	08/20/2019	W 19AUG2	000393	190517	172625	CHEMICALS 253648		952.80	
POL	F3638334-54141	08/20/2019	LIQ/INV	000393	190517	172625	CHEMICALS 253648	4 2019		952.80
API	F3638334-54141	08/20/2019	W 19AUG2	000393	190517	172626	CHEMICALS 253235		952.80	
POL	F3638334-54141	08/20/2019	LIQ/INV	000393	190517	172626	CHEMICALS 253235	4 2019		952.80
API	F3638334-54141	08/20/2019	W 19AUG2	000393	190517	172627	CHEMICALS 253231		4,870.80	
POL	F3638334-54141	08/20/2019	LIQ/INV	000393	190517	172627	CHEMICALS 253231	4 2019		4,870.80
API	H3517142-52000-1240	08/20/2019	W 19AUG2	005677	190605	172628	COMPLETE STREETS GREENBELT C24377		1,709.25	
POL	H3517142-52000-1240	08/20/2019	LIQ/INV	005677	190605	172628	COMPLETE STREETS GREENBELT C24377	4 2019		1,709.25
API	A3335014-54180	08/20/2019	W 19AUG2	000424		172629	OTHER SUPPLIES 02631		308.26	
API	A3031964-54779	08/20/2019	W 19AUG2	007982	180843	172630	PROPERTY LOSS CITY BUILDING 2018-22		2,177.50	
POL	A3031964-54779	08/20/2019	LIQ/INV	007982	180843	172630	PROPERTY LOSS CITY BUILDING 2018-22	4 2018		2,177.50
API	A3021694-54740	08/20/2019	W 19AUG2	001699		172632	SERVICE CONTRACTS - EQUIPMENT 202-489463802-001		99.99	
API	A3335134-54100	08/20/2019	W 19AUG2	008308		172633	RUBBLE BLACKTOP STONE OIL LOUDEN RD. PAVING		15,067.75	
API	A3335134-54530	08/20/2019	W 19AUG2	008308		172633	EQUIPMENT & VEHICLE RENTAL LOUDEN RD. PAVING		14,713.46	
API	A3335134-54180	08/20/2019	W 19AUG2	008308		172633	OTHER SUPPLIES LOUDEN RD. PAVING		7,491.11	
API	A3021694-54740	08/20/2019	W 19AUG2	007350	190006	172634	SERVICE CONTRACTS - EQUIPMENT 37216		1,215.00	
POL	A3021694-54740	08/20/2019	LIQ/INV	007350	190006	172634	SERVICE CONTRACTS - EQUIPMENT 37216	4 2019		1,215.00
API	A3143124-54720	08/20/2019	W 19AUG2	007350	190280	172635	SERVICE CONTRACTS - PROF SERV 36454		1,263.14	
POL	A3143124-54720	08/20/2019	LIQ/INV	007350	190280	172635	SERVICE CONTRACTS - PROF SERV 36454	4 2019		1,263.14
API	A3567174-54180-3000	08/20/2019	W 19AUG2	003256	190410	172637	OTHER SUPPLIES 1269237		21.93	
POL	A3567174-54180-3000	08/20/2019	LIQ/INV	003256	190410	172637	OTHER SUPPLIES 1269237	4 2019		21.93
API	A3567174-54180-3000	08/20/2019	W 19AUG2	003256	190410	172638	OTHER SUPPLIES 1269237		21.93	
POL	A3567174-54180-3000	08/20/2019	LIQ/INV	003256	190410	172638	OTHER SUPPLIES 1269237	4 2019		21.93
API	A3031654-54160						UNIFORMS		24.60	

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		08/20/2019	W 19AUG2	003256	190410	172639	1269237			
API	A3031654-54210						GARAGE SUPPLIES		22.40	
		08/20/2019	W 19AUG2	003256	190410	172639	1269237			
POL	A3031654-54160						UNIFORMS	4		24.60
		08/20/2019	LIQ/INV	003256	190410	172639	1269237	2019		
POL	A3031654-54210						GARAGE SUPPLIES	4		22.40
		08/20/2019	LIQ/INV	003256	190410	172639	1269237	2019		
API	A3031654-54160						UNIFORMS		24.60	
		08/20/2019	W 19AUG2	003256	190410	172640	1269237			
API	A3031654-54210						GARAGE SUPPLIES		36.61	
		08/20/2019	W 19AUG2	003256	190410	172640	1269237			
POL	A3031654-54160						UNIFORMS	4		24.60
		08/20/2019	LIQ/INV	003256	190410	172640	1269237	2019		
POL	A3031654-54210						GARAGE SUPPLIES	4		36.61
		08/20/2019	LIQ/INV	003256	190410	172640	1269237	2019		
API	A3031654-54160						UNIFORMS		24.60	
		08/20/2019	W 19AUG2	003256	190410	172641	1269237			
API	A3031654-54210						GARAGE SUPPLIES		36.61	
		08/20/2019	W 19AUG2	003256	190410	172641	1269237			
POL	A3031654-54160						UNIFORMS	4		24.60
		08/20/2019	LIQ/INV	003256	190410	172641	1269237	2019		
POL	A3031654-54210						GARAGE SUPPLIES	4		36.61
		08/20/2019	LIQ/INV	003256	190410	172641	1269237	2019		
API	A3031624-54610						REPAIRS & MAINTENANCE BUILDING		78.89	
		08/20/2019	W 19AUG2	003256	190410	172642	1269237			
POL	A3031624-54610						REPAIRS & MAINTENANCE BUILDING	4		78.89
		08/20/2019	LIQ/INV	003256	190410	172642	1269237	2019		
API	E3577164-54330						REPAIRS & MAINTENANCE EQUIPMEN	Y	357.00	
		08/20/2019	W 19AUG2	003134		172643	789247			
API	E3577164-54201						BUSINESS EXPENSE/SALES		24.96	
		08/20/2019	W 19AUG2	007528		172644	4121265990220290			
API	E3577164-54510						REPAIRS & MAINTENANCE VEHICLE		63.99	
		08/20/2019	W 19AUG2	007528		172644	4121265990220290			
API	E3577164-54792						MISCELLANEOUS		18.32	
		08/20/2019	W 19AUG2	007528		172644	4121265990220290			
API	E3577164-54201						BUSINESS EXPENSE/SALES		196.55	
		08/20/2019	W 19AUG2	007528		172645	4121265990220290			
API	E3577164-54201						BUSINESS EXPENSE/SALES		269.53	
		08/20/2019	W 19AUG2	007528		172646	4121265990220290			
API	E3577164-54140						JANITORIAL SUPPLIES		65.89	
		08/20/2019	W 19AUG2	007528		172647	4121265990220290			
API	E3577162-52200						OFFICE EQUIPMENT		204.95	
		08/20/2019	W 19AUG2	007528		172647	4121265990220290			
API	E3577162-52200						OFFICE EQUIPMENT		147.38	
		08/20/2019	W 19AUG2	007528		172647	4121265990220290			
API	V3719714-54720						SERVICE CONTRACTS - PROF SERV		150.00	
		08/20/2019	W 19AUG2	001853	190020	172648	BOND COUNSEL			
POL	V3719714-54720						SERVICE CONTRACTS - PROF SERV	4		150.00
		08/20/2019	LIQ/INV	001853	190020	172648	BOND COUNSEL	2019		

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API	A3031444-54110	08/20/2019 W	19AUG2	003346		172649	OFFICE SUPPLIES C2650013		2.79	
API	A3031624-54180	08/20/2019 W	19AUG2	003346		172649	OTHER SUPPLIES C2650013		2.79	
API	A3143014-54110	08/20/2019 W	19AUG2	003346		172649	OFFICE SUPPLIES C2650013		2.79	
API	A3021314-54110	08/20/2019 W	19AUG2	003346		172649	OFFICE SUPPLIES C2650013		2.78	
API	A3113624-54110	08/20/2019 W	19AUG2	003346		172649	OFFICE SUPPLIES C2650013		2.78	
API	A3618684-54110	08/20/2019 W	19AUG2	003346		172649	OFFICE SUPPLIES C2650013		2.79	
API	Y3618684-54110-463	08/20/2019 W	19AUG2	003346		172649	OFFICE SUPPLIES C2650013	Y	2.78	
API	A3011214-54110	08/20/2019 W	19AUG2	003346		172649	OFFICE SUPPLIES C2650013		2.78	
API	A3051414-54110	08/20/2019 W	19AUG2	003346		172649	OFFICE SUPPLIES C2650013		2.78	
API	A3011474-54110	08/20/2019 W	19AUG2	003346		172649	OFFICE SUPPLIES C2650013		2.78	
API	A3021314-54110	08/20/2019 W	19AUG2	003346		172650	OFFICE SUPPLIES C1067550		30.99	
API	Y3618684-54110-463	08/20/2019 W	19AUG2	003346		172651	OFFICE SUPPLIES C1067550	Y	59.55	
API	A3618684-54110	08/20/2019 W	19AUG2	003346		172652	OFFICE SUPPLIES C1067550		70.97	
API	A3031444-54110	08/20/2019 W	19AUG2	003346		172653	OFFICE SUPPLIES C1067550		102.70	
API	A3143124-54720	08/20/2019 W	19AUG2	003346		172654	SERVICE CONTRACTS - PROF SERV C2650013		63.84	
API	A3143414-54200	08/20/2019 W	19AUG2	003346		172654	HOUSE SUPPLIES C2650013		63.84	
API	A3031444-54180	08/20/2019 W	19AUG2	003346		172655	OTHER SUPPLIES C1067550		144.96	
API	A3335014-54180	08/20/2019 W	19AUG2	003346		172656	OTHER SUPPLIES C2650013		29.97	
API	A3335014-54180	08/20/2019 W	19AUG2	003346		172656	OTHER SUPPLIES C2650013			18.00
API	A3537114-54110	08/20/2019 W	19AUG2	003346		172656	OFFICE SUPPLIES C2650013		39.96	
API	A3537114-54110	08/20/2019 W	19AUG2	003346		172656	OFFICE SUPPLIES C2650013			36.00
API	A3537114-54110	08/20/2019 W	19AUG2	003346		172656	OFFICE SUPPLIES C2650013		49.95	
API	A3537114-54110	08/20/2019 W	19AUG2	003346		172656	OFFICE SUPPLIES C2650013			24.00
API	A3537114-54110	08/20/2019 W	19AUG2	003346		172656	OFFICE SUPPLIES C2650013		39.96	
API	A3537114-54110	08/20/2019 W	19AUG2	003346		172656	OFFICE SUPPLIES			24.00

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3567194-54180-3000	08/20/2019 W	19AUG2	003346		172656	C2650013 OTHER SUPPLIES		99.90	
API	A3638564-54180	08/20/2019 W	19AUG2	003346		172656	C2650013 OTHER SUPPLIES			24.00
API	A3638564-54180	08/20/2019 W	19AUG2	003346		172656	C2650013 OTHER SUPPLIES		30.00	
API	A3638564-54180	08/20/2019 W	19AUG2	003346		172656	C2650013 OTHER SUPPLIES		29.94	
API	A3638564-54180	08/20/2019 W	19AUG2	003346		172656	C2650013 OTHER SUPPLIES			36.00
API	A3638564-54180	08/20/2019 W	19AUG2	003346		172656	C2650013 OTHER SUPPLIES		25.00	
API	G3638124-54180	08/20/2019 W	19AUG2	003346		172656	C2650013 OTHER SUPPLIES		24.95	
API	G3638124-54180	08/20/2019 W	19AUG2	003346		172656	C2650013 OTHER SUPPLIES		29.94	
API	G3638124-54180	08/20/2019 W	19AUG2	003346		172656	C2650013 OTHER SUPPLIES			30.00
API	G3638124-54180	08/20/2019 W	19AUG2	003346		172656	C2650013 OTHER SUPPLIES		30.00	
API	E3577164-54140	08/20/2019 W	19AUG2	003346		172657	JANITORIAL SUPPLIES C1138768		883.56	
API	A3031494-54110	08/20/2019 W	19AUG2	003346		172658	OFFICE SUPPLIES C1067550		793.38	
API	A3031624-54110	08/20/2019 W	19AUG2	003346		172658	OFFICE SUPPLIES C1067550		13.99	
API	A3031624-54140	08/20/2019 W	19AUG2	003346		172658	JANITORIAL SUPPLIES C1067550		173.98	
API	A3031624-54180	08/20/2019 W	19AUG2	003346		172658	OTHER SUPPLIES C1067550		73.99	
API	A3031624-54180	08/20/2019 W	19AUG2	003346		172658	OTHER SUPPLIES C1067550		231.23	
API	A3031654-54110	08/20/2019 W	19AUG2	003346		172658	OFFICE SUPPLIES C1067550		72.15	
API	A3143124-54979	08/20/2019 W	19AUG2	007275	190300	172659	HORSE CARE HORSE BOARD/CARE		600.00	
POL	A3143124-54979	08/20/2019 LIQ/INV		007275	190300	172659	HORSE CARE HORSE BOARD/CARE	4 2019		600.00
API	A3143124-54720	08/20/2019 W	19AUG2	002218		172660	SERVICE CONTRACTS - PROF SERV 0060054		504.00	
API	A3143124-54160	08/20/2019 W	19AUG2	007668		172661	UNIFORMS CLOTHING REIMB		251.12	
API	A3031594-54610	08/20/2019 W	19AUG2	008162		172662	REPAIRS & MAINTENANCE BUILDING 00595-023329		99.00	
API	A3031624-54610	08/20/2019 W	19AUG2	008162		172662	REPAIRS & MAINTENANCE BUILDING 00595-023329		61.80	
API	A3031624-54610	08/20/2019 W	19AUG2	008162		172662	REPAIRS & MAINTENANCE BUILDING 00595-023329		58.06	

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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	A3031654-54180	08/20/2019 W	19AUG2	008162		172662	OTHER SUPPLIES 00595-023329		11.06	
API	A3143414-54610	08/20/2019 W	19AUG2	001973		172663	REPAIRS & MAINTENANCE BUILDING 19114		17.69	
API	G3638124-54331	08/20/2019 W	19AUG2	005495	190587	172664	REPAIRS & MAINTENANCE PUMPS 208008		2,631.40	
POL	G3638124-54331	08/20/2019 LIQ/INV		005495	190587	172664	REPAIRS & MAINTENANCE PUMPS 208008	4 2019		2,631.40
API	E3577164-54720	08/20/2019 W	19AUG2	002787		172665	SERVICE CONTRACTS - PROF SERV 1039997		2,160.33	
API	A3567154-54500	08/20/2019 W	19AUG2	006366		172666	PROGRAMS & BUS TRIPS 8/5/19		1,019.00	
API	A3021314-54720	08/20/2019 W	19AUG2	004012		172668	SERVICE CONTRACTS - PROF SERV CITYSAR1		1,150.20	
API	A3143024-54720	08/20/2019 W	19AUG2	006039	190385	172669	SERVICE CONTRACTS - PROF SERV 5/7/19		2,703.54	
POL	A3143024-54720	08/20/2019 LIQ/INV		006039	190385	172669	SERVICE CONTRACTS - PROF SERV 5/7/19	4 2019		2,703.54
API	A3143022-52230	08/20/2019 W	19AUG2	002948		172670	HARDWARE 6731216		181.18	
API	A3051414-54740	08/20/2019 W	19AUG2	005853	190268	172671	SERVICE CONTRACTS - EQUIPMENT CITYSARATO		50.00	
POL	A3051414-54740	08/20/2019 LIQ/INV		005853	190268	172671	SERVICE CONTRACTS - EQUIPMENT CITYSARATO	4 2019		50.00
API	A3143124-54720	08/20/2019 W	19AUG2	005853		172672	SERVICE CONTRACTS - PROF SERV SARAPOLICE		100.00	
API	A3143124-54850	08/20/2019 W	19AUG2	002196		172673	MEALS PRISONERS JUN & JUL 2019		108.04	
API	A3143312-52802	08/20/2019 W	19AUG2	002439		172674	TOOLS & EQUIPMENT 886609		179.00	
API	A3143314-54510	08/20/2019 W	19AUG2	002439		172674	REPAIRS & MAINTENANCE VEHICLE 886609		28.96	
API	Y3618684-54720-463	08/20/2019 W	19AUG2	005295		172675	SERVICE CONTRACTS - PROF SERV 7/25/19	Y	75.00	
API	A3113514-54720	08/20/2019 W	19AUG2	000363	180569	172676	SERVICE CONTRACTS - PROF SERV 2018 CONTRACT		2,490.00	
POL	A3113514-54720	08/20/2019 LIQ/INV		000363	180569	172676	SERVICE CONTRACTS - PROF SERV 2018 CONTRACT	4 2018		4,000.00
API	A3143124-54970	08/20/2019 W	19AUG2	000399		172677	K-9 CARE NERO		147.20	
API	A3143414-54510	08/20/2019 W	19AUG2	007223		172678	REPAIRS & MAINTENANCE VEHICLE 49891		755.19	
API	A3517514-54250	08/20/2019 W	19AUG2	008311		172679	CONFERENCE REGISTRATION M. FITZGERALD 9/9-9/10		260.00	
API	A3051414-54440	08/20/2019 W	19AUG2	001253		172680	BOOKS PUBLICATIONS & SUBSCRITI DUES		50.00	
GENERAL LEDGER TOTAL									1,269,037.97	749.73

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API A-2600		08/20/2019	W 19AUG2	B	3065		ACCOUNTS PAYABLE			890,521.67
API E-2600		08/20/2019	W 19AUG2	B	3065		ACCOUNTS PAYABLE			53,300.48
API F-2600		08/20/2019	W 19AUG2	B	3065		ACCOUNTS PAYABLE			52,923.68
API G-2600		08/20/2019	W 19AUG2	B	3065		ACCOUNTS PAYABLE			23,788.08
API H-2600		08/20/2019	W 19AUG2	B	3065		ACCOUNTS PAYABLE			238,896.92
API P-2600		08/20/2019	W 19AUG2	B	3065		ACCOUNTS PAYABLE			1,000.00
API V-2600		08/20/2019	W 19AUG2	B	3065		ACCOUNTS PAYABLE			150.00
API Y-2600		08/20/2019	W 19AUG2	B	3065		ACCOUNTS PAYABLE			7,707.41
POL A-1521		08/20/2019	W 19AUG2	B	3065		ENCUMBRANCES			116,136.15
POL E-1521		08/20/2019	W 19AUG2	B	3065		ENCUMBRANCES			1,062.69
POL F-1521		08/20/2019	W 19AUG2	B	3065		ENCUMBRANCES			14,985.53
POL G-1521		08/20/2019	W 19AUG2	B	3065		ENCUMBRANCES			4,296.40
POL H-1521		08/20/2019	W 19AUG2	B	3065		ENCUMBRANCES			234,856.92
POL V-1521		08/20/2019	W 19AUG2	B	3065		ENCUMBRANCES			150.00
POL A-2963		08/20/2019	W 19AUG2	B	3065		BUDGETARY FUND BALANCE RES ENC		116,136.15	
POL E-2963		08/20/2019	W 19AUG2	B	3065		BUDGETARY FUND BALANCE RES ENC		1,062.69	
POL F-2963		08/20/2019	W 19AUG2	B	3065		BUDGETARY FUND BALANCE RES ENC		14,985.53	
POL G-2963		08/20/2019	W 19AUG2	B	3065		BUDGETARY FUND BALANCE RES ENC		4,296.40	
POL H-2963		08/20/2019	W 19AUG2	B	3065		BUDGETARY FUND BALANCE RES ENC		234,856.92	
POL V-2963		08/20/2019	W 19AUG2	B	3065		BUDGETARY FUND BALANCE RES ENC		150.00	
SYSTEM GENERATED ENTRIES TOTAL									371,487.69	1,639,775.93
JOURNAL 2019/08/140 TOTAL									1,640,525.66	1,640,525.66
EXPENDITURES									890,055.21	

2019 8 140
API A-1522

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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-1522	08/20/2019 W 19AUG2	B 3065					EXPENDITURES		53,300.48	
API F-1522	08/20/2019 W 19AUG2	B 3065					EXPENDITURES		52,923.68	
API G-1522	08/20/2019 W 19AUG2	B 3065					EXPENDITURES		23,788.08	
API H-1522	08/20/2019 W 19AUG2	B 3065					EXPENDITURES		238,896.92	
API P-1522	08/20/2019 W 19AUG2	B 3065					EXPENDITURES		1,000.00	
API V-1522	08/20/2019 W 19AUG2	B 3065					EXPENDITURES		150.00	
API Y-1522	08/20/2019 W 19AUG2	B 3065					EXPENDITURES		7,707.41	
API A-2980	08/20/2019 W 19AUG2	B 3065					REVENUES		466.46	

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FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
A GENERAL FUND	2019	8	140	08/20/2019			
A-1521					ENCUMBRANCES		116,136.15
A-1522					EXPENDITURES	890,055.21	
A-2600					ACCOUNTS PAYABLE		890,521.67
A-2963					BUDGETARY FUND BALANCE RES ENC	116,136.15	
A-2980					REVENUES	466.46	
					FUND TOTAL	1,006,657.82	1,006,657.82
E CITY CENTER AUTHORITY	2019	8	140	08/20/2019			
E-1521					ENCUMBRANCES		1,062.69
E-1522					EXPENDITURES	53,300.48	
E-2600					ACCOUNTS PAYABLE		53,300.48
E-2963					BUDGETARY FUND BALANCE RES ENC	1,062.69	
					FUND TOTAL	54,363.17	54,363.17
F WATER FUND	2019	8	140	08/20/2019			
F-1521					ENCUMBRANCES		14,985.53
F-1522					EXPENDITURES	52,923.68	
F-2600					ACCOUNTS PAYABLE		52,923.68
F-2963					BUDGETARY FUND BALANCE RES ENC	14,985.53	
					FUND TOTAL	67,909.21	67,909.21
G SEWER FUND	2019	8	140	08/20/2019			
G-1521					ENCUMBRANCES		4,296.40
G-1522					EXPENDITURES	23,788.08	
G-2600					ACCOUNTS PAYABLE		23,788.08
G-2963					BUDGETARY FUND BALANCE RES ENC	4,296.40	
					FUND TOTAL	28,084.48	28,084.48
H CAPITAL PROJECTS FUND	2019	8	140	08/20/2019			
H-1521					ENCUMBRANCES		234,856.92
H-1522					EXPENDITURES	238,896.92	
H-2600					ACCOUNTS PAYABLE		238,896.92
H-2963					BUDGETARY FUND BALANCE RES ENC	234,856.92	
					FUND TOTAL	473,753.84	473,753.84
P SPECIAL ASSESSMENT DISTRICT	2019	8	140	08/20/2019			
P-1522					EXPENDITURES	1,000.00	
P-2600					ACCOUNTS PAYABLE		1,000.00
					FUND TOTAL	1,000.00	1,000.00
V DEBT SERVICE FUND	2019	8	140	08/20/2019			
V-1521					ENCUMBRANCES		150.00

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	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
Y	COMMUNITY DEVELOPMENT FUND	2019	8	140	08/20/2019			
	Y-1522					EXPENDITURES	7,707.41	
	Y-2600					ACCOUNTS PAYABLE		7,707.41
						FUND TOTAL	7,707.41	7,707.41

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

Saratoga Greenbelt Trail - Henry Street Pilot Project Concept Rendering

Pilot from September 14th through September 29th



ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/18/2018

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Adirondack Trust Insurance 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866	CONTACT NAME: PHONE (A/C, No, Ext): 518 584-5300 FAX (A/C, No): 5185847306 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 420 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 420 1575 451">NAIC #</th> </tr> <tr> <td data-bbox="803 451 1437 483">INSURER A : Travelers Indemnity Company</td> <td data-bbox="1437 451 1575 483">25658</td> </tr> <tr> <td data-bbox="803 483 1437 514">INSURER B :</td> <td data-bbox="1437 483 1575 514"></td> </tr> <tr> <td data-bbox="803 514 1437 546">INSURER C :</td> <td data-bbox="1437 514 1575 546"></td> </tr> <tr> <td data-bbox="803 546 1437 577">INSURER D :</td> <td data-bbox="1437 546 1575 577"></td> </tr> <tr> <td data-bbox="803 577 1437 609">INSURER E :</td> <td data-bbox="1437 577 1575 609"></td> </tr> <tr> <td data-bbox="803 609 1437 638">INSURER F :</td> <td data-bbox="1437 609 1575 638"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Indemnity Company	25658														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED City of Saratoga Springs Office of Risk & Safety; 474 Broadway Saratoga Springs, NY 12866															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ZLP21N62521	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		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: Named Insured's use of Holders premises for the period 01/09/2019 to 02/13/2019.

The Certificate Holder is an Additional Insured for General Liability coverage on a primary and non contributory basis when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Saratoga Regional YMCA
290 West Avenue
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

7/16/2019 11:16



Saratoga Regional YMCA
Saratoga Springs Gym Contract

For Official Use Only
Date:
Init:

Terms and Agreement:

By accepting a Saratoga Regional YMCA Contract, the holder agrees to the following:

- All usage requests must be made through the Saratoga Regional YMCA Youth and Family Director. Details regarding the contract, including (but not limited to) quantity of people and length of time will be determined by director. Changes in dates and times must be approved in advance.
- Holder and all players a part of contract will abide by the Saratoga Regional YMCA Policies.
- Holder is responsible for paying contract for first two weeks on start date. If not paid, contract is subject to cancellation. There after each payment is due at day of usage or can be paid in advanced for determined number of weeks. Failure of payments is subject to cancellation.
- Holder understands that they are responsible for the distribution of the fee structure between other players.
- Holder understands that all participants on this contract, including themselves, must check in when entering building at the member service center.
- Holder understands that in the event that a contact must be cancelled before contract is up, refunds must be requested to the Youth and Family Director, who will determine the amount of the refund.
- Holder understands that contracts are scheduled for determined time. If schedule allows, members can renew for a determined number of weeks.

Failure to comply with these regulations may result in the loss of the contract.

Contract Holder Information			
Orginazation Name: Saratoga Springs Recreation Dept			
Orginazation Representative:			
First Name: John	Last Name: Hirliman	Phone Number: 518-587-3550 ex 2300	
Address: 15 Vanderbilt Avenue		City: Saratoga Springs	Zip Code: 12866

Saratoga Springs Gym Contract Agreement	
<i>I have read and agree to all the above terms. I understand that the full payment is due 7 days prior to the start date of the contract, or the contract is subject to cancellation.</i>	
Signature	Date:

Office Use Only – Fee Dues		
Start Date: September 11, 2019	End Date: October 16, 2019	
Day of the Week: Wednesday	Time: 6:00 pm – 7:30 pm	Court: B
Contract Fee: \$75 for ½ per hour \$150 for whole gym per hour	Notes: \$450	

Copy of contract goes to each participant.

Updated: September 20, 2018

CANOPY EASEMENT AGREEMENT

AGREEMENT, made this ____ day of August, 2019, by and between **SARATOGA EXCELSIOR APARTMENTS II, LLC**, a Delaware Limited Liability Company having an address at 1732 Western Avenue, Albany, NY 12203 ("Grantee") and **THE CITY OF SARATOGA SPRINGS**, a New York Municipal Corporation, having an address of 474 Broadway, Saratoga Springs, NY 12866 ("The City");

WHEREAS, the parties to this Agreement are the present owners in fee of adjoining parcels of real property and

WHEREAS, the parties wish to create an agreement to allow a canopy encroachment by Grantee upon the lands of The City to continue with conditions,

NOW THEREFORE, in consideration of One Dollar and 00/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


1. The City represents that it is the owner in fee of **Excelsior Avenue** (the "City Property"), a dedicated public street as shown on the tax maps of Saratoga County, in the City of Saratoga Springs, County of Saratoga, New York.
2. Grantee is the present owner in fee of certain premises located at **308 Excelsior Avenue** in the City of Saratoga Springs, County of Saratoga, New York constituting Tax Map Parcel No. 166.-1-5.122 (the "Grantee Parcel") which is described in a deed recorded on October 23, 2017 in the office of the Clerk of Saratoga County, New York as Instrument #2017033455.
3. The common boundary line of the parties lies on the westerly edge of the City Property and the easterly edge of the Grantee Parcel, as shown on the drawing attached hereto as **Exhibit "A"**.
5. A canopy located on the easterly side of the building at 308 Excelsior Avenue (the "Canopy") extends over the common boundary of Grantee and the City and encroaches on the City Property by up to 1.40 feet in depth and 12.86 feet in length, as also shown on **Exhibit "A"**.
6. The City agrees to allow said encroachment within the City Property to continue as it exists, until such time as the Canopy, for any reason ceases to exist, at which time this easement will be extinguished.
7. Grantee agrees and covenants that if the Canopy encroachment ceases to exist, whether by destruction of the building and Canopy or actions by Grantee, this Agreement will terminate.

8. This Agreement shall run with the land and by binding upon the parties hereto and enure to the benefit of their respective heirs, representatives, successors and assigns.
9. Nothing in this Agreement shall be construed to create any obligations on the part of the City of Saratoga Springs, nor to reduce any obligations or lawful authority possessed by the City of Saratoga Springs.
10. This Agreement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Saratoga County, New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**SARATOGA EXCELSIOR
APARTMENTS II, LLC**

By: Saratoga Excelsior Apartments, LLC, its Sole Member

By: 
Name: Peter Rosecrans, Jr.
Title: Manager - Member

CITY OF SARATOGA SPRINGS

By: _____
Name: Meg Kelly
Title: Mayor

Per City Council approval _____

STATE OF NEW YORK)

)SS.:

COUNTY OF ALBANY)

On this 6 day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Rosecrans personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Jessica M Ingham
Notary Public



STATE OF NEW YORK)

)SS.:

COUNTY OF SARATOGA)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Meg Kelly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"

Whistler Court

Lot 3
filed map M2015223
Tax Map: 166.-1-5.122
308 Excelsior Ave.



4-STORY BUILDING

POINT OF BEGINNING

N07°06'30"W
12.86'

CONC. WALK

S07°06'30"E 67.42'

N82°53'30"E
1.40'

EASEMENT
TO BE GRANTED BY
THE CITY OF
SARATOGA SPRINGS
FOR THE
CANOPY
ENCROACHMENTS
18 S.F.

S07°06'30"E
12.86'

S82°53'30"W
1.40'

CONC. SIDEWALK

STONE PATIO

Excelsior Avenue



Deed Reference:

Saratoga Excelsior Apartments II, LLC
Instrument #2017033455



SCALE: 1" = 20'

Map of
Easement for Canopy
to be granted to
Saratoga Excelsior Apartments II
by the
City of Saratoga Springs

Scale: 1" = 20'
Date: August 6, 2019
Map by Thompson-Fleming
Land Surveyors, P.C.



**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor)	Social security number
	The City of Saratoga Springs	
	Mailing address	Social security number
	474 Broadway	
	City State ZIP code	Federal EIN
Saratoga Springs NY 12866		
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee)	Social security number
	Saratoga Excelsior Apartments II, LLC	
	Mailing address	Social security number
	1732 Western Avenue	
	City State ZIP code	Federal EIN
Albany NY 12203		82-2507909
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
N/A - public street		Excelsior Avenue	Saratoga Springs	Saratoga

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance <table border="1"> <tr> <td>08</td> <td></td> <td>2019</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	08		2019	month	day	year	Percentage of real property conveyed which is residential real property _____ % (see instructions)
08			2019						
month	day		year						
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building								
4 <input type="checkbox"/> Vacant land	8 <input checked="" type="checkbox"/> Other <u>Public Street</u>								

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input checked="" type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input type="checkbox"/> Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____ Schedule B., Part II \$ _____		

Schedule B — Real estate transfer tax return (Tax Law, Article 31)**Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		0 00
2.		0 00
3.		0 00
4.		0 00
5.		0 00
6.		0 00

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

The City of Saratoga Springs

By: _____
Meg Kelly
Grantor signature

Mayor
Title

Saratoga Excelsior Apartments II, LLC

By: _____
Peter Rosecrans, Jr.
Grantee signature

Manager
Title

Grantor signature

Title

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under **Exemptions for nonresident transferor(s)/seller(s)** and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



City of Saratoga Springs

OFFICE OF THE MAYOR

Meg Kelly, Mayor

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

Lisa Shields
Deputy Mayor

M. Lynn Bachner
Executive Assistant
to the Mayor

August 20, 2019

Ms. Sharon Wait, Grant Coordinator
Saratoga Arts
320 Broadway
Saratoga Springs, NY 12866

RE: Letter of Intent to Apply for Community Arts Grant

Dear Mrs. Wait,

The City of Saratoga Springs announces the intention of Office of Planning and Economic Development to apply for a Community Arts Grant for the 2020 grant cycle. Funding is being sought for the first phase of "Saratoga Artscape". Saratoga Artscape is a three-phase, community driven, creative place-making effort that will re-imagine Railroad Run trail as a highway of creativity through environmental art installations and murals.

Three artists-in-residence will work with trail stakeholders, including adjacent property owners, regular trail users, and business owners of the directly adjacent arts district to resolve issues and unite them in a common vision to reestablish the trail as a true public space through art. Art will be a vehicle for essential community development, building humanizing social connections and fostering democracy around ownership of public space. Saratoga Artscape will also serve to complete a decades-long economic revitalization initiative of the City's West Side by bolstering the identity of Arts District, the key economic driver, by creating a space for local artists to inspire and be inspired.

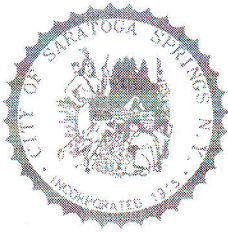
The Saratoga Springs City Council strives to establish an environment that will support artists, design professionals, and arts organizations by integrating the arts and design into the fabric of civic life. The successful execution of Saratoga Artscape has the potential to lay the groundwork for systemic changes that sustain the integration of arts, culture, and design into strategies for strengthening communities by engaging diverse public, private, and community partners in the pursuit of a common vision.

The City is grateful for the partnership of the Arts Center of the Capital Region (ACCR) in this endeavor. ACCR staff has provided valuable expertise and guidance on project development, as well as helping to facilitate public engagement, and will interact with selected artists-in-residence to ensure they are able to reach their full potential. In short, ACCR has and is committed to continuing to provide the City with the professional support needed to make this vision a reality.

Thank you for providing the community with this valuable funding opportunity. We look forward to providing the Arts Center with our complete application in October.

Sincerely,

Meg Kelly
Mayor of the City of Saratoga Springs
meg.kelly@saratoga-springs.org



City of Saratoga Springs

OFFICE OF THE MAYOR

Meg Kelly, Mayor

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

Lisa Shields
Deputy Mayor

M. Lynn Bachner
Executive Assistant
to the Mayor

MEMORANDUM

FROM: City Historian

TO: City Council

Date: 08/20/19

RE: Reimbursement for 2019 Association of Public Historians of NYS (APHNYS) Annual Conference

2019 Association of Public Historians of NYS (APHNYS) Annual Conference is in Albany New York. Each year, historians located in the NYS Historian Region where the conference is held are expected to assist in the many and various duties involved in presenting the conference, including staffing registration tables, providing directions, assisting with PR/ marketing information, and general hosting activities throughout the duration of the 3-day, 2-evening event.

Overnight stay is a critical part of the overall experience, as it not only makes the conference possible, it promotes networking and information exchange that is invaluable to the service for the City.

This memo is to confirm that Maryann Fitzgerald, Saratoga Springs City Historian, as one of the key members of NYS City Historian Region 5, is attending the conference and fulfilling her duties as a member of the host region.

The amount in question is \$260.00 plus applicable fees, and the appropriation is available in the City's general operating budget in the Mayor's Department, City Historian sub-department: A3011474-54250 (conferences).

Thank you very much for your consideration.


Maryann Fitzgerald Date August 13, 2019

Mail

Contacts

Calendar

Tasks

Preferences

C.R.E.W. Confer

Re: Code Blue M

Close

Reply

Reply to All

Forward

Archive

Delete

Spam

Actions

**APHNYS Conference**

From: Lauren Roberts

To: Lynn Bachner

Cc: Maryann Fitzgerald

Good Afternoon,

I am writing to let you know that Region 5 will be hosting the Association of Public Historians of New York State A
Springs Historian Mary Ann Fitzgerald is one of the historians from Region 5 who will be on the hosting team requ
manning the registration table, introducing speakers and greeting out of town historians.

Thank you,

Lauren Roberts

APHNYS Region 5 Coordinator

Chair, APHNYS Conference Planning Committee 2019

Lauren Roberts

Saratoga County Historian

40 McMaster Street

Ballston Spa, NY 12020

(518) 884-4749

lroberts@saratogacountyny.gov

Hours: Tues - Thurs 9am-4pm

CITY OF SARATOGA SPRINGS - VOUCHER
474 BROADWAY SARATOGA SPRINGS, NY 12866

DEPT/LOC 1000 DEPARTMENT Mayor
VENDOR # 8311 VENDOR NAME The Desmond Hotel

REMIT ADDRESS 660 Albany Shaker Rd, Albany, NY 12211

PO# FINAL PARTIAL

INVOICE # and/or ACCOUNT #	ORG	OBJECT	PROJECT	\$ AMOUNT
APHNYS 2019 Conference Hotel Room Reimb Desmond Hotel: 09/09, 09/10	A3517514	54250		\$260.00
RECEIVED BY:			TOTAL	\$260.00

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


Department Head or Deputy

This claim is approved from the appropriation indicated above.

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

Commissioner of Finance

Commissioner of Accounts

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

Vendor's Signature

Signature required for all vendors who cannot supply an invoice. Departments to submit original invoices with voucher to Purchasing for processing.
7/3/05



Lynn Bachner <lbach13@gmail.com>

Your Updated Reservation Confirmation # 23562229 at Desmond Hotel Albany Airport.

IHG Reservations <Reservations@reservations.ihg.com>
Reply-To: IHG@sv.ihg.com
To: lbach13@gmail.com

Thu, Aug 15, 2019 at 10:54 AM

Thank you for choosing Desmond Hotel Albany Airport.

View with Images



Reservation Updated.

[Reservations](#) | [Locations](#) | [Customer Care](#) | [IHG® Rewards Club](#)



Desmond Hotel Albany Airport
660 Albany Shaker Road
Albany, NY 12211

Hotel Front Desk: 1-518-8698100

Guest Name: Maryann Fitzgerald

Check In:	Check Out:	Rooms:	Adults:
09 Sept 2019	11 Sept 2019	1	1
04:00 PM	12:00 PM		



MODIFY RESERVATION



CUSTOMER CARE



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CANCEL RESERVATION

Your confirmation number is: **23562229**. Select your preferences before your stay.

Two Queen Beds Nonsmoking

Rate Type:

Number of Rooms: 1

Room Rate Per Night:

Mon 9 Sep 2019 - Wed 11 Sep 2019	\$130.00 (USD)
----------------------------------	----------------

Total Taxes:	\$36.40 (USD)
---------------------	---------------

Estimated Total Price:	\$296.40 (USD)*
-------------------------------	-----------------



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[View more benefits](#)

Things to do

Make the most of your stay, check out local information and nearby attractions.



[VIEW MORE RESERVATION DETAILS](#)

Cancellation Policy: Canceling your reservation before 4:00 PM (local hotel time) on Sunday, 8 September, 2019 will result in no charge. Canceling your reservation



APHNYS 2019 CONFERENCE HOTEL REGISTRATION FORM

The Desmond Hotel, 660 Albany Shaker Road, Albany, NY 12211

JUNE 21, 2019 Update: DO NOT USE THE 800 NUMBER.

Be sure to use Group code: **ZZB**

To make a reservation at *The Desmond Hotel*, please call Reservations Desk 518-869-8100 or ~~800-448-3500~~ or mail to Desmond Hotel (address listed above). You can also go on-line to their website: www.desmondhotelsalbany.com

When making reservations, be sure to use Group Code: **ZZB**

Deadline for Room Reservations: August 25, 2019



Name: Maryann Fitzgerald

Address: 297 Broadway

City: Saratoga Springs State: NY Zip: 12866

Phone: 518.587.2358 Fax: _____

E-Mail: maryann.fitzgerald@saratoga-springs.org

Arrival Date: September 9, 2019 Departure Date: September 11, 2019

Please check which accommodations you would like (hotel is 100% non-smoking):

☒ **Single Occupancy: \$130 + applicable tax (unless a NYS ST-129 form is provided at check-in)**

☐ **Double Occupancy: \$130 + applicable tax (unless a NYS ST-129 form is provided at check-in)**

Roommate's Name _____

Please specify any special requests, i.e.; handicap accessible room, etc.: _____

Appointed Historians, Co-Historians, Assistant Historians and/or Deputy Historians: You must obtain a tax-exempt form NYS ST-129 from your local government and present the form to the hotel at time of check-in.

Check-In: 4:00 PM

Check-Out: 12:00 Noon

Rooms that are not reserved by cut-off date of August 25, 2019 will be returned to the hotel to sell. Reservations made after the cut-off date will be made based on availability.

If making reservation using a Check: Please complete this form and mail with check to the address above.

To guarantee with credit card:

Credit Card: ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Card # _____ Expiration Date: _____

Signature: _____

Board of Trustees will meet Sept. 8 at 6pm

Conference Dates: Sept. 9, 10, and 11, 2019

There will be pre-conference sessions the morning of Sept. 9th. Conference will end mid-day Sept. 11.

**DO NOT SEND THIS FORM TO THE
APHNYS OFFICE**



Association of Public Historians of New York State (APHNYS)
2019 Conference
Desmond Hotel, 660 Albany Shaker Road, Albany, NY

Schedule includes Speakers and Topics
(Changes may occur depending on speakers' final availability)

September 8, 2019 (Sunday)

6:00-8:00pm – Board of Trustees Meeting

September 9, 2019 (Monday) – Conference Registration 9:00am-12:30pm then 2:00-5:00pm
(closed during Conference Kick-Off and Annual Business Meeting).
Open other times throughout Conference.

Pre-Conference Sessions

10:00-11:15 am – Concurrent sessions

- A. *Setting Up a Historic Preservation Commission for Your Municipality and Making it Work*
John Scherer, APHNYS Trustee and Town of Clifton Park Historian
- B. *Allegany History Awareness Week*
William Heaney, Town of Belfast Historian & Allegany County Historical Society Event Coordinator
- C. *An Engineering Triumph: The Heroics of a Self-Educated Group of Engineers (The Erie Canal)*
Jacob Ludes, III, President & CEO Emeritus, New England Association of Schools and Colleges

Lunch on your own – not part of conference fees

1:00pm -- APHNYS Official Conference Kick-Off

2:00-3:15pm – Concurrent Sessions

- A. *Principal Sights: The New York State Traveler in 1826*
Paul Schneider, Jr., Independent Historian and Brad Utter, Senior Historian of NYS Museum
- B. *The Mohawk Valley Sweeps the Worlds: Schenectady County and the Broomcorn Industry of the 1800s*
Beverly Clark, Village of Scotia Historian; Chris Leonard, City of Schenectady Historian; and John Woodward, Town of Rotterdam Historian
- C. *Publishing 101*
Margaret Hadsell, APHNYS Trustee & Treasurer and Town of Vestal Historian

3:30-4:45pm – APHNYS Annual Meeting

(includes “State of the State’s History by NYS Historian Devin Lander)

4:45-5:30pm – Free Time to view Exhibits and Vendors

September 9, 2019 (Continued)

6:30-8:30/9:00pm -- Buffet Dinner (Part of conference fees included on Pre-registration form)

Keynote Presentation: *The Women of Schuyler Mansion*

Heidi Hill, Site Supervisor of Schuyler Mansion State Historic Site

September 10, 2019 (Tuesday):

7:00-8:15am: Buffet Breakfast (Part of conference fees included on Pre-registration form)

8:30-9:45am – Concurrent Sessions

A. *Murder, Crime, and Funky Stuff: Schoharie and Surrounding Counties 1842-1972*

Karen Cucinello, Town of Summit Historian

B. *Sharing Your Community's History Through Blogging*

Ray LaFever, APHNYS Trustee & First Vice President; Town of Bovina Historian

C. *Uncovering the Durants: A Gilded Age Melodrama*

Sheila Myers, Professor at Cayuga Community College

10:00-11:15am – Concurrent Sessions

A. *How to Become a Registered Historian*

Sandra Bradford, Registered Historian Subcommittee Chairperson and Town of Hector

Historian; Subcommittee Members: Babette Huber, APHNYS Trustee and Town of Victor Historian; and Karen Osburn, City of Geneva Historian

B. *The Eleventh Hour: An Appeal to Preserve Our Burying Grounds and Historic Cemeteries*

Zachary Studenroth, APHNYS Trustee and Village of Southampton Historian

C. *Basic Orientation for Newly Appointed Historians* (and those who have not previously attended this session)

Christine Ridarsky, New Historians Subcommittee Chairperson and City of Rochester Historian

11:20am-12:30pm – Buffet Lunch (Part of conference fees included on Pre-registration form)

12:45-5:00pm – Bus leaves hotel at 12:45pm for Afternoon Tours: (Required to pre-register for these sessions). Check with Registration Table to see if there were cancellations or any available seats)

Tour A: New York State Archives, Library & Museum

Tour B: Schuyler Mansion State Historic Site and Albany Institute of History & Art

At 2:15 tour B will switch so all on Tour B get to visit Schuyler Mansion and Albany Institute of History & Art

5:30-6:30pm – Cash-Bar Reception (pay for your own at bar; no charges/fees for food)

6:30-8:30/9:00pm: Annual Awards Buffet Dinner (Part of conference fees included on Pre-registration form)

Presentation of APHNYS Awards by Awards Committee Members: John Scherer and Devin Lander.

Entertainment by Jack Casey: *The Trial of Bat Shea* (songs written by Jack Casey about the above-named trial).

September 11, 2019 (Wednesday): (Exhibit and Vendor Area Closes at 11:00am)

7:00-8:30am: Buffet Breakfast (Part of conference fees included on Pre-registration form)

8:45-10:00am – Concurrent Sessions

- A. *The First Step in Admitting You Have a Problem: Resolving Local History Mistakes and Myths*
Mary Cascone, Town of Babylon Historian
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Chris Leonard, City of Schenectady Historian
- C. *Ballston Spa vs. Saratoga Springs: The Rivalry Between Two Resort Towns in the Early 19th Century*
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Mary Liz Stewart and Paul Stewart, Co-Founders Underground Railroad Project in Albany

Conference Concludes

between 4:00 PM (local hotel time) on 8 September, 2019 and 4:00 PM (local hotel time) on 9 September, 2019 will result in a charge for the first night per room to your credit card.

Rate Description: ANYONE CAN BOOK RESERVATIONS

Hotel Information:

Pet Policy: We allow service animals and small pets under 40 lbs. One pet per room. Please inform Front Desk at check in. 75 service fee and 100 deposit apply. Pets cannot be left unattended or allowed in hotel courtyards or restaurants. Additional fees may apply.

* Additional taxes and charges may apply. Other hotel-specific service charges may also apply.

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Places to Dine

Explore Albany dining and restaurants in the nearby area.

» [See What's on the menu](#)

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This email was sent to lbach13@gmail.com

You have received this email as a result of your recent transaction with Desmond Hotel Albany Airport.

This email is for posting only. Please do not reply.

Only the reservation as entered into and confirmed by our system will be honored. Any written or printed confirmation that has been altered may be rejected by the hotel.

As exchange rates may fluctuate from the time a reservation is made until the time of arrival, the confirmed rate is guaranteed in the hotel's base currency. Your privacy is extremely important to us. Read our Privacy Statement.

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Conference Concludes



APHNYS 2019 CONFERENCE HOTEL REGISTRATION FORM

The Desmond Hotel, 660 Albany Shaker Road, Albany, NY 12211

JUNE 21, 2019 Update: DO NOT USE THE 800 NUMBER.

Be sure to use Group code: ZZB



To make a reservation at *The Desmond Hotel*, please call **Reservations Desk 518-869-8100** or ~~800-448-3500~~ or mail to **Desmond Hotel** (address listed above). You can also go on-line to their website: www.desmondhotelsalbany.com

When making reservations, be sure to use **Group Code: ZZB**

Deadline for Room Reservations: August 25, 2019

Name: _____

Address _____

City: _____ State: _____ Zip _____

Phone: _____ Fax: _____

E-Mail: _____

Arrival Date: _____ Departure Date: _____

Please check which accommodations you would like (hotel is 100% non-smoking):

___ Single Occupancy: \$130 + applicable tax (unless a NYS ST-129 form is provided at check-in)

___ Double Occupancy: \$130 + applicable tax (unless a NYS ST-129 form is provided at check-in)

Roommate's Name _____

Please specify any special requests, i.e.; handicap accessible room, etc.:

Appointed Historians, Co-Historians, Assistant Historians and/or Deputy Historians: You must obtain a tax-exempt form NYS ST-129) from your local government and present the form to the hotel at time of check-in.

Check-In: 4:00 PM

Check-Out: 12:00 Noon

Rooms that are not reserved by cut-off date of August 25, 2019 will be returned to the hotel to sell. Reservations made after the cut-off date will be made based on availability.

If making reservation using a Check: Please complete this form and mail with check to the address above.

To guarantee with credit card:

Credit Card: ___ Visa ___ MasterCard ___ American Express ___ Discover

Card # _____ Expiration Date: _____

Signature: _____

Board of Trustees will meet Sept. 8 at 6pm

Conference Dates: Sept. 9, 10, and 11, 2019

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**DO NOT SEND THIS FORM TO THE
APHNYS OFFICE**

**ADDENDUM TWO TO AGREEMENT BETWEEN THE CITY OF SARATOGA
SPRINGS, NY
and GOLDBERGER AND KREMER
Original Agreement March 12, 2019**

THIS ADDENDUM TWO 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 GOLDBERGER AND KREMER with a place of business at 39 North Pearl Street, Suite 201, Albany, NY 12207 ("Consultant").

WITNESSETH:

The City and the Consultant entered into an agreement approved by the City Council on March 12, 2019 to provide the City with legal services for labor and employment matters on an as needed basis under the direction of the Mayor and City Attorney for a sum not to exceed Fifteen Thousand Dollars (\$15,000.00) total. The original March 12, 2019 agreement was amended on May 7, 2019 to increase the "not to exceed" sum to Thirty Thousand Dollars (\$30,000.00)

This ADDENDUM TWO is supplemental to the original March 12, 2019 agreement and the May 7, 2019 addendum. It is incorporated into and made a part of those documents. All other terms, conditions, and provisions of the original March 12, 2019 agreement remain in effect unless specifically modified.

For this ADDENDUM TWO, the City and the Consultant agree:

1. Section 3. Terms of Payment: The limitation of "not to exceed not to exceed \$30,000 at the hourly rate quoted in the response to RFP 2017-17 (\$155/hour)", shall be increased to "not to exceed not to exceed \$50,000 at the hourly rate quoted in the response to RFP 2017-17 (\$155/hour)".

WHEREFORE, the City and the Consultant have executed this ADDENDUM TWO on the dates indicated:

CONSULTANT

By: 

Title: Partner

Date: 8/12/19

CITY OF SARATOGA SPRINGS

By: _____

Title: Mayor

Date: _____

Per Council Approval: _____

**ADDENDUM ONE TO AGREEMENT BETWEEN THE CITY OF SARATOGA
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This ADDENDUM ONE is supplemental to the original March 12, 2019 agreement. It is incorporated into and made a part of those documents. All other terms, conditions, and provisions of the original March 12, 2019 agreement remain in effect unless specifically modified.

For this ADDENDUM ONE, the City and the Consultant agree:

1. Section 3. Terms of Payment: The limitation of "not to exceed not to exceed \$15,000 at the hourly rate quoted in the response to RFP 2017-17 (\$155/hour)", shall be increased to "not to exceed ~~not to exceed~~ \$30,000 at the hourly rate quoted in the response to RFP 2017-17 (\$155/hour)". *OK*

WHEREFORE, the City and the Consultant have executed this ADDENDUM ONE on the dates indicated:

CONSULTANT

By: *[Signature]*

Title: Partner

Date: 5/7/19

Per Council Approval: 5/7/19

CITY OF SARATOGA SPRINGS

By: *[Signature]*

Title: Mayor

Date: 5/10/19



City of Saratoga Springs, NY Contract

City Project Number: RFP 2017-17 City Project Name: Proposal for the Provision of Labor and Employment Legal Services
City Department: Mayor Department Contact Person: Lisa Shields, Deputy Mayor City Ext. 2525
Company Name: Goldberger and Kremer
Company Address: 39 North Pearl Street, Suite 201, Albany, NY 12207
Company Telephone No.: 518.436.8313 Company Fax No.: 518.436.8316
Vendor and/or Service Provider Primary Contact: Brian Kremer Title: Partner
Primary Contact Email: bkremer@goldbergerandkremer.com
Service to be Provided: Labor and Employment Legal Services
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Proposal for the Provision of Labor and Employment Legal Services, the Vendor and/or Service Provider submitted proposals dated **February 23, 2017** (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The City and Vendor and/or Service Provider thereafter entered into a contract for services on March 6, 2017 for a period of one (1) year with an option to renew for an additional one (1) year, up to three (3) years. On February 20, 2018 the City and the Vendor and/or Service Provider agreed to renew for an additional one (1) year, until March 6 2019. The City and Vendor and/or Service Provider each now agree to renew for another period of one (1) year, until March 6, 2020. 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. The scope of work provided by the Vendor and/or Service Provider is on an "as needed" basis at the discretion of the City and the parties agree that the Vendor and/or Service Provider shall not be deemed the sole provider for the contracted services and that this contract shall not be considered as a guarantee that the Vendor and/or Service Provider is entitled to any minimum number of hours or minimum dollar amount.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date for a period of one (1) year ending March 6, 2020 with the option to renew for an additional one (1) year. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted **not to exceed not to exceed \$15,000 at the hourly rate quoted in the response to RFP 2017-17 (\$155/hour)**, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of _____ is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is _____. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Mayor, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 To Vendor and/or Service Provider: Goldberger and Kremer, 39 Pearl Street, Suite 201, Albany, NY 12207
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property

of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

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

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.

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 on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: Brian S. Keemo Date: 3/11/19

Print Name: Brian S. Keemo Title: Partner

City of Saratoga Springs' Signature: Meg Kelly Date: 3/19/19

Print Name: Meg Kelly Title: Mayor City Council Approval Date: 3/12/19

EXHIBIT A

GOLDBERGER AND KREMER

ATTORNEYS AND COUNSELORS AT LAW

39 NORTH PEARL STREET

SUITE 201

ALBANY, NEW YORK 12207

518/436-8313

FAX NO. 436-8316

BRYAN J. GOLDBERGER*
BRIAN S. KREMER
*ALSO ADMITTED IN PENNSYLVANIA

February 23, 2017

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

**Re: Proposal for the Provision of Labor and Employment Legal Services
RFP 2017-17**

Dear Sir/Madam:

Please accept our law firm's proposal to provide legal services to the City of Saratoga Springs. We have enclosed an original and one copy of the completed and signed Statement of Specifications, Waiver of Immunity Clause and Non-Collusive Bidding Certification, Vendor Code of Conduct and Acknowledgement, and Risk and Safety Agreement for Professional Services. Also enclosed are two copies of various Certificates of Insurance as requested.

The law firm of Goldberger and Kremer, currently comprised of two partners, Bryan J. Goldberger and Brian S. Kremer, and several support staff, has been engaged in the practice of public sector labor relations and employment law since 1990. We are presently retained as labor relations counsel for public employers such as the City of Plattsburgh, City of Lockport, Village of Lake Placid, Village of Highland Falls, City of Gloversville, Gloversville Housing Authority, City of Norwich, Town of Rosendale, Village of Woodridge, Village of Scotia, Village of Green Island, Village of Herkimer, Town of Berlin, and the Town of Schodack.

As labor relations counsel for these and other public employers, we have negotiated numerous collective bargaining agreements with labor unions covering bargaining units ranging from two (2) to one thousand three hundred and fifty (1,350) members. We have served as counsel to employers in countless arbitrations, mediations, disciplinary hearings, and matters before the NYS Public Employment Relations Board. Our law firm also has significant experience in New York State Supreme Court in matters arising under Articles 75 and 78 of the New York State Civil Practice Law and Rules. In addition, our firm represents clients in U.S. District Court in matters arising under various Federal employment statutes.

Bryan J. Goldberger is admitted to practice law in New York and Pennsylvania and before the U.S. Supreme Court. Since his admission to the bar in 1985, Mr. Goldberger has concentrated his practice

in public and private sector labor relations matters. He has represented employers in numerous arbitrations, disciplinary matters, and employment litigation in state and federal courts and before state and federal administrative agencies. Since 1999, Mr. Goldberger has served as Special Counsel for Labor Relations and Personnel to the County of Rensselaer. In addition, he teaches collective bargaining and municipal employee relations as part of the New York Conference of Mayors' Fall Training Program. Mr. Goldberger has presented at the Conference of Mayors' Public Works Schools, Personnel Schools and annual Legislative Conferences on such topics as collective bargaining, labor contract administration, disciplinary procedures and civil service law. Mr. Goldberger has also spoken before the Labor and Employment Law Section of the New York State Bar Association regarding trends and strategies in public sector collective bargaining.

Brian S. Kremer graduated cum laude from Albany Law School of Union University in 1991 and, since that date, has been engaged in the practice of public and private sector labor relations law. Mr. Kremer also has vast experience in collective bargaining, arbitrations, disciplinary matters, and employment litigation. Mr. Kremer is the Corporation Counsel for the City of Cohoes and, in that capacity, is responsible for all labor relations issues for the City. Mr. Kremer has spoken before the Labor and Employment Law Section of the New York State Bar Association about disciplinary matters involving social media.

Our law firm prides itself on our personal commitment to our clients and responsiveness to their needs. Since our practice is primarily devoted to labor relations matters on behalf of public employers, we understand the need to be available to the City as problems arise and legal advice is sought. As our firm is currently comprised of two partners with no associates, the services rendered to the City would be given the individual attention of a partner of the firm, either Bryan J. Goldberger or Brian S. Kremer, and not delegated to an inexperienced associate.

We encourage you to contact the following persons regarding our qualifications and experience in public sector labor relations matters:

John T. McDonald, III
Member of New York State Assembly
Legislative Office Building, Room 417
Albany, New York 12248
(518) 455-4474

Christopher Meyer
Deputy County Executive
County of Rensselaer
1600 Seventh Avenue
Troy, New York 12180
(518) 270-2900

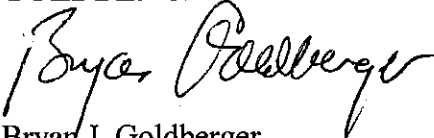
Honorable Sean E. Ward
Chairman, Albany County Legislature
112 State Street, Room 710
Albany, New York 12207
(518) 447-7168

Honorable Dennis Dowds
Supervisor, Town of Schodack
265 Schuurman Road
Castleton, NY 12033
(518) 477-7918

Thank you for consideration of our proposal. We welcome the opportunity to meet with City representatives to discuss our proposal further.

Respectfully submitted,

GOLDBERGER AND KREMER

A handwritten signature in black ink, appearing to read "Bryan Goldberger", written over the printed name.

Bryan J. Goldberger

BJG:jnb
Enclosures



Statement of Specifications

Labor and Employment Legal Services

Hourly rate quote for legal services to the City of Saratoga Springs for labor and employment law matters on an as needed basis, including but not limited to, employee discipline, contract grievances, improper practice charges before PERB, arbitration, litigation and collective bargaining with the City's bargaining units.

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

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

TOTAL HOURLY BID IN FIGURES: \$ \$155 per hour

TOTAL HOURLY BID WRITTEN: One Hundred and Fifty-Five dollars per hour

COMPANY NAME: Goldberger and Kremer, Attorneys at Law

ADDRESS: 39 North Pearl Street, Suite 201

Albany NY 12207 Phone No. (518) 436-8313
(City) (State) (Zip)

E-MAIL ADDRESS: bgoldberger@goldbergerandkremer.com

AUTHORIZED SIGNATURE: *Bryan Goldberger*

PRINTED NAME: Bryan Goldberger

TITLE: Partner DATE: February 22, 2017



Waiver of Immunity Clause

Section §139(a) State Finance Law

Upon the refusal by a representative of your firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(a) 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

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, 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 §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: Bryan Goldberger Print Name: Bryan Goldberger

Title: Partner Date: February 22, 2017

Company: Goldberger and Kremer Address: 39 North Pearl Street, Suite 201
Albany, New York 12207

Subscribed to under penalty of perjury under the laws of the State of New York, this 22nd day of February 2017 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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.
- Conflict of Interest: The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- 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: Bryan Goldberger

Printed name: Bryan Goldberger

Title: Partner

Date: February 22, 2017

Company Name: Goldberger and Kremer, Attorneys at Law



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 2017-17 City Project Name: Labor and Employment Legal Prevailing Wage Project No.: N/A
City Department: Commissioner of Accounts Department Contact Person: John Franck City Ext. _____
Company Name: Goldberger and Kremer, Attorneys at Law
Company Address: 39 North Pearl Street, Suite 201, Albany, New York 12207
Company Telephone No.: 518-436-8313 Company Fax No.: 518-436-8316
Consultant Primary Contact for This Project: Bryan Goldberger Title: Partner

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- ~~**Pollution Liability Insurance** Including Coverage for Asbestos Abatement: One Million Dollars per Occurrence;~~
- **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.

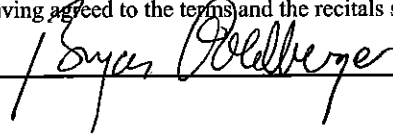
The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold 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: _____



NEW YORK STATE DISABILITY BENEFITS LAW (DBL) INSURANCE POLICY

This Policy is Governed by the Laws of The State of New York

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I. INSURING CLAUSE

In return for payment of the stated premiums by the policyholder named in the application attached to this policy, AmGUARD Insurance Company (the Company) will pay disability benefits to each employee in a listed class as required under Section 204 of the New York State Disability Benefits Law (New York State Workers' Compensation Law Article 9), subject to the terms and conditions stated in this policy and the statements in the attached application.

II. DEFINITIONS

- **Board:** The Workers' Compensation Board of the State of New York.
- **Company:** AmGUARD Insurance Company.
- **Disability:** If during employment, the inability of an employee, as a result of injury or sickness not arising out of and in the course of an employment, to perform the regular duties of his employment with the Policyholder or the duties of any other employment which an employer may offer him at his regular wages. If during unemployment, the inability of an employee, as a result of injury or sickness not arising out of and in the course of employment, to perform the duties of any employment for which he is reasonably qualified by training and experience. Disability also includes disability caused by or in connection with a pregnancy.
- **Employer:** The policyholder, or any additional employer named in a rider attached to this policy.
- **Law:** The Disability Benefits Law of the State of New York, Article 9 of the Workers' Compensation Law. The term "Law" includes any amendments or supplements to the Law which may take effect while this policy is in force.
- **Policy:** The written contract of insurance between the Company and Policyholder. This policy, and attached riders and endorsements, and the signed master application are the entire contract of insurance.
- **Policyholder:** The corporation, proprietorship, sole proprietor, or other organization or entity to which this policy is issued.

DISABILITY BENEFITS LAW (DBL) COVERAGE

III. POLICY TERMS AND CONDITIONS

This policy provides benefits only:

1. for a disability which begins during the term of this policy; or
2. for any employee whose employment with the policyholder terminates during the term of this policy, for a disability that begins within 4 weeks after termination of his employment and prior to the first day employee performs any work for remuneration, profit or benefit received, for an employer other than the policyholder or a subsidiary or an affiliate of the policyholder; provided the new employer is a covered employer under the Law.

See **XI. EFFECTIVE DATE OF EMPLOYEE'S COVERAGE** for specific information on the date coverage begins.

This policy becomes effective at 12:01 a.m. Eastern Time on the date shown in the master application. Policy anniversaries will be 12:01 a.m. Eastern Time each year after the policy effective date. Policies are continuous; renewal dates are for premium information only.

This policy is signed at the Home Office of the Company in Wilkes-Barre on the date of issue.

This policy is subject to all of the terms contained in the following pages. All provisions of the Law are considered a part of this policy, as if the provisions were contained herein, so far as those provisions apply to the disability benefits provided by the policy.

The policyholder may act for or on behalf of any and all employers named in the master application attached to this policy in all matters pertaining to this policy. Any act taken by the policyholder shall be binding on those employers named in the master application.

This policy, and attached riders and endorsements, and the signed master application are the entire contract of insurance. Any statement made in connection therewith by an applicant, policyholder, or insured, absent fraud, will be deemed a representation and not a warranty. No statement made by an insured will reduce benefits or void the insurance, unless that statement is contained in a written document, signed by the policyholder or insured, and the policyholder or insured is or has been furnished with a copy of the document.

No change or amendment to the terms of this policy will be valid unless it has been approved by the President, a Vice President, or the Secretary of the Company and is shown by an endorsement to this policy or is attached hereto. Any changes or amendments to the policy made by the Company without the consent of the policyholder will be effective 30 days after the date stated in a written notice provided by the Company to the policyholder. No agent has the authority to change this policy or waive any of its provisions; to accept any premiums in arrears; to extend the due date of any premium; to waive any notice of claim required by this policy; or to extend the date for submission of a notice of claim.

IV. ASSIGNMENT BY POLICYHOLDER

This policy shall not be assigned or transferred without the written consent of the President, a Vice President, or the Secretary of the Company.

V. CANCELLATION OF THE POLICY

The Company may cancel this policy for non-payment of premium with respect to an employee of the policyholder or any one or more employers at any time or times by furnishing written Notice of Cancellation:

1. to the policyholder;
2. to the employer(s) of the employee for which such Notice of Cancellation will be effective; and
3. to the Chairman of the Workers' Compensation Board of the State of New York.

Any such Notice of Cancellation must state when cancellation will be effective, *provided that* the effective date of such cancellation may not be less than ten (10) days after the furnishing of such notice to the Chairman and to each employer.

DISABILITY BENEFITS LAW (DBL) COVERAGE

Cancellation for any reason other than non-payment of premium will not be effective until at least thirty days (30) after a written Notice of Cancellation of this policy, on a date specified in such Notice, has been filed in the Office of the Chairman of the Workers' Compensation Board of the State of New York and also served on the policyholder and any employers of any employees for which such Notice of Cancellation will be effective; *provided, however*, that in either case should insurance with another insurance carrier become effective prior to the effective date of cancellation stated in any notice furnished under this paragraph, the cancellation will be effective as of the effective date of such other insurance, rather than as of the date stated in such notice.

Cancellation of this policy as provided above may be carried out by the Company on its own behalf, or upon the written request of the policyholder or of any employer of an employee for which such cancellation is to be effective.

Upon receipt by the Company, not less than forty (40) days prior to any premium due date, of a written request either:

1. from the policyholder that this policy be cancelled with respect to its employees or the employees of any one or more employers; or
2. directly from an employer that this policy be cancelled with respect to its employees,

the Company will carry out such cancellation in accordance with this section. In the event of such a request, the Company will state, in written Notice of Cancellation distributed in connection with such cancellation, that premium due date as the date such cancellation is to be effective.

The policyholder will be responsible for all unpaid premiums for insurance on employees of the policyholder and any employer of an employee for which such cancellation is to be effective. If the Company cancels on its own behalf, earned premiums will be computed pro-rata. If the Company cancels upon the written request of the policyholder or an employer, earned premium shall be computed in accordance with the short rate table and procedure; *provided, however*, that if this policy is being cancelled because the employer or the policyholder is ceasing to do business, earned premiums shall be computed pro-rata. Any refund will be made to the policyholder as soon as possible.

VI. PROVISIONS REQUIRED BY STATUTE

An employee who suffers a disabling injury or illness and gives notice to his employer shall be deemed to have given notice to the Company. For the purpose of the Law and this policy, jurisdiction shall be deemed to be New York State. The Company shall be bound in all actions pertaining to this policy by the Law, and the orders, findings, or decisions rendered in connection with the payment of benefits under that law and the New York State Insurance Law and Regulations hereunder.

The Chairman of the Board shall have the right to enforce any provision of this policy on behalf of an employee entitled to benefits under this policy. Enforcement shall be by filing of a separate application or by making the Company a party to the original application. Payment in whole or in part of any benefits by the policyholder, any named employer, or the Company shall be a bar to recovery against the non-paying policyholder, named employer, or the Company.

Bankruptcy or insolvency of the policyholder or named employer shall not relieve the Company of any of its obligations under this policy.

In accordance with the requirements of the Law, when this policy is terminated, any excess of employee contributions applied to the cost of the insurance but not used to pay premiums to the date of termination shall be used by the policyholder only as set forth in Section 216 of the Law. Rules governing the distribution of these excess employee contributions are set by the Chairman of the Board.

All benefits payable under this policy or under any attached rider or endorsement shall be payable in accordance with the provisions of the Law. Any provision of this policy which is contrary to the Law shall be null and void as to that provision only; all other provisions shall remain in effect.

VII. INFORMATION REQUIRED FROM POLICYHOLDER

The policyholder will give to the Company all information which the Company may reasonably require with regard to this policy. All documents, books, and records which pertain to this policy shall be open for inspection by the Company at all reasonable times during the continuance of this policy and for 6 years after the final termination of this policy.

DISABILITY BENEFITS LAW (DBL) COVERAGE

VIII. CLAIM NOTICES

Written notice of a claim must be given to the policyholder or named employer and sent to the Company within 30 days after the start of the disability. The notice must contain all information necessary to identify the policyholder or the named employer. The notice must also specify the employee's name and address, and the time, place, circumstances, and nature of the disability. No benefits shall be required to be paid for any period more than 2 weeks prior to the date on which required proof of disability is provided to the Company unless it is shown to the satisfaction of the Chairman of the Board to be not reasonably possible for the insured to have provided proof sooner and such proof was provided as soon as possible. No benefits shall be paid unless the required proof of disability is provided to the Company within 26 weeks of the start of the period of disability.

IX. PREMIUM & PREMIUM RATES

Premiums will be calculated and must be paid on the basis specified in the attached application. The Company will bill for each premium after the initial premium. The policy anniversary date shall be 12 months following the first day of the calendar quarter coinciding with or next following the effective date of this policy. There is a grace period of 31 days from the premium due date for all payments except the initial payment. The policy remains in effect during the grace period. All premiums due under this policy are to be remitted to the Company by the policyholder.

The Company may establish new premium rates as of the effective date of any amendment to the Law which affects or alters the Company's obligation under this policy. Any such change will be set forth in a rider to be attached to this policy. The Company reserves the right to change the premium rates after this policy has been in effect for 12 calendar months, or on any premium due date thereafter, by notifying the policyholder in writing at least 31 days in advance of the date the rate change becomes effective. If the policyholder does not pay the new premium, this policy will automatically terminate for non-payment 31 days after the due date of the first premium payment reflecting the rate change.

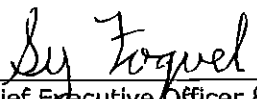
In the case of a rating plan billed annually in advance, an audit will be conducted at the end of that calendar year or at cancellation, whichever occurs earlier. Any difference between the premium reported and the premium developed by audit will be adjusted in arrears.

X. STATUTORY ASSESSMENTS

The Company will pay any assessments levied on the total payrolls of employees covered under this policy pursuant to Sections 214-2, 214-3, and 228 of the Law.

XI. EFFECTIVE DATE OF EMPLOYEE'S COVERAGE

Each employee eligible for insurance under this policy shall become insured as of the date of his eligibility to be placed in a class of employees. An employee who returns to work for the same employer/policyholder after an agreed and specified leave of absence or unpaid vacation shall become eligible for benefits immediately upon return to work.


Sy Foguel, Chief Executive Officer & President


Michael J. Dulin, General Counsel and Secretary

NEW YORK STATE DISABILITY BENEFITS LAW (DBL) INSURANCE POLICY**PRIVACY POLICY**

This notice describes how health information about you may be used and disclosed and how you can get access to this information.

AmGUARD Insurance Company (the Company) maintains confidential policyholder and individual insured files. In compliance with state and federal law, protected health information may be collected and/or released to assist the Company in underwriting or claims processing activities or pursuant to an order from a court of competent jurisdiction.

Insureds may access personal information (except when access is prohibited by law) by contacting:

Customer Service
AmGUARD Insurance Company
P.O. Box A-H
Wilkes-Barre, PA 18703-0020

Telephone: 1-800-673-2465
Fax: 570-823-2059
E-mail: csr@guard.com

If there is a change in your personal information, you should notify the Company. The Company may amend its privacy policy and/or our notice as necessary. You may obtain a copy of the Company's current privacy policy by contacting Customer Service.

AMGUARD INSURANCE COMPANY'S POLICIES AND PRACTICES
PROTECT YOUR PERSONAL INFORMATION

In general, the Company does not release any protected health information or other confidential information unless you provide a signed release authorization valid for two years. Protected health information (PHI) is individually identifiable health information related to your physical or mental health or condition, health care services provided to you, or payments made for your care. PHI may be released to a plan sponsor or policyholder for policy administration purposes without a signed authorization. PHI may be released to a treating physician or to permit the Company to process a claim. PHI may be exchanged with third parties responsible for payment of related charges.

PERSONAL HEALTH INFORMATION: The Company collects and uses personal information in connection with underwriting functions, policy application review, policy administration, and claims processing. Where permitted by law, the Company collects information from licensed insurance brokers and agents in connection with the sale of its products. Information may be exchanged with your medical provider to permit the Company to process your claim. Information may be provided to your plan administrator to assist it in seeking policy amendments, modifications, or improvements or to permit it to process claim requests.

INFORMATION SECURITY: The Company **does not release** any information about any insured or claimant without a current authorization signed by the insured, except as authorized by law. The Company maintains all policyholder and insured records in confidential, secure locations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED GOLDBERGER & KREMER 39 N PEARL ST STE 201 ALBANY NY 12207	NAIC# 29459

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	ADDE INSR	SUBR HYD	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 <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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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		76 WEG GV5485	01/01/2017	01/01/2018	<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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER**CANCELLATION**GOLDBERGER AND KREMER
39 N PEARL ST STE 201
ALBANY, NY 12207

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)
2/15/2017

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PRODUCER		CONTACT	
PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265		NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No): (888) 443-6112
INSURED		INSURER(S) AFFORDING COVERAGE	
GOLDBERGER & KREMER 39 N PEARL ST STE 201 ALBANY NY 12207		INSURER A: Twin City Fire Insurance Company	NAIC# 29459
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG GV5485	01/01/2017	01/01/2018	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER**CANCELLATION**GOLDBERGER AND KREMER
39 N PEARL ST STE 201
ALBANY, NY 12207

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

INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: SEE ATTACHED ENDORSEMENT

NCCI Company Number:

14974

Company Code: 9



Suffix	
LARS	RENEWAL
	16

POLICY NUMBER:

76 WEG GV5485

Previous Policy Number:

76 WEG GV5485

HOUSING CODE: 76

1. Named Insured and Mailing Address: GOLDBERGER & KREMER
(No., Street, Town, State, Zip Code)

FEIN Number: 141701021

39 N. PEARL ST. STE 201
ALBANY, NY 12207

State Identification Number(s):

UIN:

The Named Insured is: PARTNERSHIP

Business of Named Insured: LAWYERS OFFICES

Other workplaces not shown above: 39 PEARL ST STE 201

ALBANY

NY 12207

2. Policy Period: From 01/01/17 To 01/01/18
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

PO BOX 33015

SAN ANTONIO, TX 78265

Producer's Code: 210705

Issuing Office: THE HARTFORD

3600 WISEMAN BLVD.

SAN ANTONIO

TX 78251

(877) 287-1312

Total Estimated Annual Premium: \$334

Deposit Premium:

Policy Minimum Premium: \$226 NY

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Susan S. Castaneda

Authorized Representative

11/12/16

Date

27428

*3500276GV54850101



3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: NY

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of our liability under Part Two are:

Bodily injury by Accident	\$100,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$100,000	each employee

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. **This policy includes these endorsements and schedule:**

WC 00 04 21D WC 00 04 22B WC 31 04 02 WC 00 04 14 WC 00 04 19
WC 31 03 08 WC 31 03 19H WC 31 06 18

4. **The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8820 ATTORNEY - ALL EMPLOYEES & CLERICAL MESSENGERS, DRIVERS	40,900	.24	98
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			98
NY - MERIT RATING CREDIT (9885)			.920
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			90
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			90
EXPENSE CONSTANT (0900)			200
NEW YORK STATE ASSESSMENT (0932) 12.90 PERCENT			15
TERRORISM (9740)	40,900	.060	25
TERRORISM (9740) PER CAPITA 2.9 PERCENT			0
CATASTROPHE (9741)	40,900	.010	4
CATASTROPHE (9741) PER CAPITA 0.7 PERCENT			0
TOTAL ESTIMATED ANNUAL PREMIUM			334

Total Estimated Annual Premium: \$334

Deposit Premium:

Policy Minimum Premium: \$226 NY

Interstate/Intrastate Identification Number: / 000513401

Labor Contractors Policy Number:

NAICS: 541110

SIC: 8111

UIN:

NO. OF EMP: 000001



Fragomeni

Insurance & Financial Services, Inc.

Goldberger & Kremer
39 North Pearl Street, Ste201
Albany, NY 12207

March 30, 2016

RE: Policy #BPV36568 - Commercial Package
Effective 05/25/16 - 05/25/17

Dear Bryan & Brian:

First, thank you for your continued business. We appreciate the confidence you've placed in our agency and we will do our best to provide you with the highest levels of service and support.

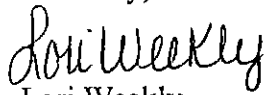
Enclosed please find the renewal of your commercial policy with National Grange Mutual. Please take some time to review the coverages carefully. If you have any questions regarding any aspect of your policy or you need to make any changes to this policy, please feel free to call me.

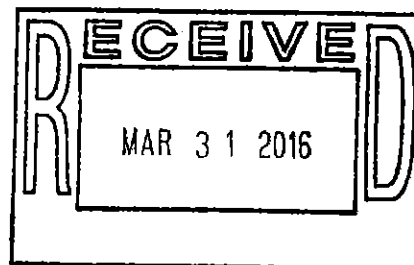
Our aim is to provide you with a comprehensive insurance program that meets your needs. As these needs change, your insurance protection should also change. If you would like to meet to review your policy and discuss other coverages or discounts that may be available to you, please give me a call.

Our customers are also a key part of our success because we grow our business through customer referrals. If you have any friends or associates who you feel would benefit from our services, we would be happy to assist them. Currently, we are running a monthly referral program to show our appreciation for our customers who spread the word about our agency. Please tell your family, friends, and co-workers to tell us that you referred them when contacting our office for a quote and you will receive a gift card to Dunkin Donuts as a thank you.

Thank you again.

Sincerely,


Lori Weekly
Account Executive



PEACE OF MIND

Policy Number: BPV36568

Named Insured:

BRYAN GOLBERGER & BRIAN KREMER
DBA GOLDBERGER & KREMER
39 N PEARL ST STE 201
ALBANY, NY 12207-2745

Re: Terrorism Risk Insurance Program Reauthorization Act of 2015

Dear Policyholder,

On January 26, 2015 the President signed into law the Terrorism Risk Insurance Program Reauthorization Act of 2015. This updated the original 2002 program, the 2005 extension and the 2007 reauthorization, and continues the reauthorization of the act through 2020. **Please note that you do not need to do anything regarding this coverage – it is provided to you at no additional cost.**

On the reverse side of this notice is a Policyholder Disclosure Notice of Terrorism Insurance, which provides essential information regarding the changes to the act and refers to the premium charged for this coverage.

If there are any questions regarding the Terrorism Risk Insurance Program Reauthorization Act of 2015 or your coverage under the Act contact your independent agent.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

This Notice has been prepared in conjunction with the implementation of changes related to coverage of terrorism under your policy. ***Coverage for acts of terrorism, as defined, is included in your policy at no additional cost (\$00.00 additional premium), and does not include any charges for the portion of losses covered by the United States government under the Act.***

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to revised provisions in the terrorism endorsement in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

CHANGE IN THE DEFINITION OF CERTIFIED ACTS OF TERRORISM AND INFORMATION ON LIMITATIONS ON FEDERAL AND INSURER LIABILITY

Under the federal Terrorism Risk Insurance Program Reauthorization Act of 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Therefore, coverage for "certified acts of terrorism" now encompasses, for example, an act committed against the United States government by a United States citizen, when the act is determined by the federal government to be a "certified act of terrorism" under the terms of the federal Terrorism Risk Insurance Program. Coverage is subject to all policy exclusions (for example, nuclear hazard and war exclusions) and other policy provisions.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The government may participate in paying for some of the losses from a "certified act of terrorism". However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. Further, this coverage is subject to a limit on our liability pursuant to the federal law, that is, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Refer to the terrorism endorsement for the definition of "certified acts of terrorism." Refer to the endorsement, and to the rest of the insurance contract, for provisions that govern coverage for, or that exclude coverage for, losses arising from terrorism.

Important Information for Policyholders

The Main Street America Group would like to thank you for your business. If you have any questions regarding your insurance policy, please contact your independent agent.

Certificates of Insurance

If contractors perform work for you, it is important that you obtain a certificate of insurance from them proving they have valid Workers Compensation and General Liability insurance in the state in which they are performing the work. Most state regulations require that your insurer charge you for coverage when there is no proof that the contractor carries valid insurance. If no certificate is available and/or your contractor does not meet the limit of liability requirements, we will charge you full liability rates for the contractor, as if he were your employee.

The following business practices should/must be incorporated and maintained in order to protect your business interests and preserve your insurance coverage. You should retain these documents for five (5) years:

- **Signed Contracts** – This would apply both for the work you do for others as well as each contractor you engage to do work on your behalf. The contract defines your responsibilities and liability from beginning to end. It will help provide a defense if drawn into a liability suit which is outside your contractual obligations.
- **Hold Harmless Agreements** – Must be required of each contractor you engage to do work on your behalf. A similar agreement must be required by your subcontractors who subcontract any portion of their work to others.
- **Required limits** – We require subcontractors' limits equal your policy general liability limits, or be a minimum of \$500,000 on a per occurrence \$1,000,000 aggregate basis. In New York we require minimum limits of \$1,000,000 per occurrence \$2,000,000 aggregate. Regardless of the general liability limits carried by you, subcontractors must meet these minimum limits.
- **Additional Insured** – You should require your company to be named as an Additional Insured on your subcontractors' policies. We also encourage certification of the subcontractors' policies as primary and noncontributory.

We have provided a sample indemnification, hold harmless and insurance agreement for you to use (see page 3). If you prefer, you may use a hold harmless agreement recommended by your attorney, which achieves the same objectives.

INDEMNIFICATION, HOLD, HARMLESS AND INSURANCE AGREEMENT

A. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law,

_____, ("Subcontractor"),

Agrees and its own cost to defend, indemnify and hold harmless

_____, ("Contractor"), its

officers, directors, shareholders, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from the acts, omissions breach or default of Subcontractor, in connection with the performance of any work by Subcontractors, its officers, directors, agents, employees and subcontractors. This agreement is continuous until terminated by either party with written notice.

B. INSURANCE

- Subcontractor hereby agrees that it will obtain and keep in force insurance policy/policies to cover its liability hereunder and to defend and save harmless Contractor in the minimum amount of \$500,000 per occurrence \$1,000,000 aggregate for bodily injury, property damage, and personal and advertising injury. In New York the minimum limits are \$1,000,000 per occurrence \$2,000,000 aggregate.
- Said liability policies shall 1) name Contractor as an Additional Insured and 2) be primary and non-contributory to any other insurance policies which provide insurance protection to Contractor.
- Subcontractor will obtain and keep in force Workers Compensation insurance including Employers Liability to the full statutory limits.
- Subcontractor shall furnish to Contractor certificates of insurance evidencing that the aforesaid insurance coverage is in force.

SUBCONTRACTOR: _____

SIGNATURE: _____

DATE _____

Named Insured: BRYAN GOLBERGER & BRIAN KREMER

Effective Date: 05-25-2016

Agent Name: FRAGOMENI INS & FINANCIAL SVS

Agent No. 310604

SECTION II - LIABILITY - DECLARATIONS**COVERAGES****LIMITS**

Liability & Medical Expenses - Each Occurrence	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 2,000,000
Damage To Premises Rented To You	\$ 500,000
Aggregate Limit- Products-Completed Operations	\$ 4,000,000
Aggregate Limit- Except Products-Completed Operations	\$ 4,000,000
Medical Expense Limit - Per Person	\$ 10,000

LIABILITY -- SCHEDULE

STATE: NY	TERRITORY: 002	PREMISES NO: 1/1
CLASS CODE: 66122	DEDUCTIBLE - PROPERTY DAMAGE LIABILITY:	NONE
CLASSIFICATION: LAWYERS		

PREMIUM BASIS**EXPOSURE****RATE****ADVANCE PREMIUM**

INCLUDED

INCLUDED

INCLUDED

MAIN STREET AMERICA ASSURANCE COMPANY

Policy Number: BPV36568

Named Insured: BRYAN GOLBERGER & BRIAN KREMER

Effective Date: 05-25-2016

Agent Name: FRAGOMENI INS & FINANCIAL SVS

Agent No. 310604

LIABILITY -- OPTIONAL COVERAGES

ADDITIONAL INSUREDS

SEE FORM # BPM S AI

SEE BPM S AI - ADDITIONAL INSURED SCHEDULE

HIRED AUTO AND NON-OWNED AUTO LIABILITY

SEE FORM # RD 04 26

LIMIT: HIRED AUTO INCLUDED

LIMIT: NON-OWNED AUTO INCLUDED



**THE
MAIN
STREET
AMERICA
GROUP**

Policy Number: BPV36568

BUSINESSOWNERS COMMON DECLARATIONS

MAIN STREET AMERICA ASSURANCE COMPANY

4601 TOUCHTON ROAD EAST, SUITE 3400, JACKSONVILLE, FL 32245-6000

Item 1. Named Insured and Mailing Address	Agent Name and Address
BRYAN GOLBERGER & BRIAN KREMER (SEE NAMED INSURED ENDT) 39 N PEARL ST STE 201 ALBANY NY 12207-2745	FRAGOMENI INS & FINANCIAL SVS 3257 ROUTE 9 SARATOGA SPRINGS, NY 12866
	Agent Phone No. (518) 584-4200
	Agent No. 310604

Item 2. Policy Period	From: 05-25-2016 To: 05-25-2017
	at 12:01 A.M., Standard Time at your mailing address shown above.

Item 3. Form of Business: PARTNERSHIP

Item 4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

COVERAGE	PREMIUM
Section I — Property	\$ 320.00
Section II — Liability	\$ 236.00
Inland Marine	NOT APPLICABLE
 TOTAL PREMIUM	 \$ 556.00
NY FIRE FEE	\$ 1.48
 Total Policy Premium:	 \$ 557.48
For Coverages subject to premium audit: Annual Audit Applies	

Item 5. Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Countersigned:

Date: _____ By: _____
Authorized Representative

THIS BUSINESSOWNERS COMMON DECLARATIONS AND SUPPLEMENTAL DECLARATION(S), TOGETHER WITH SECTION III — COMMON POLICY CONDITIONS, COVERAGE PARTS, COVERAGE FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

BPM D 1 1207

MAIN STREET AMERICA ASSURANCE COMPANY

Policy Number: BPV36568

Named Insured: BRYAN GOLBERGER & BRIAN KREMER
Agent Name: FRAGOMENI INS & FINANCIAL SVS

Effective Date: 05-25-2016
Agent No. 310604

SECTION I - PROPERTY - DECLARATIONS

PREMISES NO. 1 BUILDING NO. 1

Occupancy: LAWYERS

Address: 39 N PEARL ST, ALBANY, NY, 12207-2785

COVERAGE	<u>LIMIT</u>	<u>VALUATION</u>	<u>INFLATION GUARD %</u>
CONTENTS \$	36,000	REPLACEMENT COST	0%

DEDUCTIBLES:

CONTENTS	GLASS
\$ 500	\$ 500

Money & Securities: INCLUDING THEFT

Business Income/Extra Expense: INCLUDED

ACTUAL LOSS FOR 12 CONSECUTIVE MONTHS

Business Income "Period of Restoration": IMMEDIATE

Equipment Breakdown Enhancement: INCLUDED

MAIN STREET AMERICA ASSURANCE COMPANY

Policy Number: BPV36568

Named Insured: BRYAN GOLBERGER & BRIAN KREMER
Agent Name: FRAGOMENI INS & FINANCIAL SVS

Effective Date: 05-25-2016
Agent No. 310604

OPTIONAL COVERAGES

STATE: NY LOC/BLDG: 1/1

WATER BACKUP AND SUMP OVERFLOW
SEE FORM # BPM 1110

MAIN STREET AMERICA ASSURANCE COMPANY

Policy Number: BPV36568

Named Insured: BRYAN GOLBERGER & BRIAN KREMER
Agent Name: FRAGOMENI INS & FINANCIAL SVS

Effective Date: 05-25-2016
Agent No. 310604

OPTIONAL COVERAGES

LOSS PAYABLE PROVISIONS

SEE FORM # BP 12 03

SEE BPM S LP - LOSS PAYABLE SCHEDULE



THE
MAIN
STREET
AMERICA
GROUP

Policy Number: BPV36568

SCHEDULE OF NAMED INSURED(S)

MAIN STREET AMERICA ASSURANCE COMPANY

Named Insured BRYAN GOLBERGER & BRIAN KREMER Effective Date: 05-25-2016

Agent Name FRAGOMENI INS & FINANCIAL SVS Agent No. 310604

THE NAMED INSURED IS AMENDED TO READ:

BRYAN GOLBERGER & BRIAN KREMER

DBA GOLDBERGER & KREMER



THE
MAIN
STREET
AMERICA
GROUP

Policy Number: BPV36568

SCHEDULE OF FORMS AND ENDORSEMENTS

MAIN STREET AMERICA ASSURANCE COMPANY

Named Insured: BRYAN GOLBERGER & BRIAN KREMER

Effective Date: 05-25-2016

Agent Name: FRAGOMENI INS & FINANCIAL SVS

Agent No. 310604

COMMON POLICY FORMS AND ENDORSEMENTS

64-8162 01-15 POLICYHOLDER DISCL. NOTICE - TERRORISM

PROPERTY AND LIABILITY FORMS AND ENDORSEMENTS

64-K306	01-14	IMPORTANT INFORMATION FOR HOLD HARMLESS
BPM D LIAB	12-07	LIABILITY DECLARATIONS
BPM D 1	12-07	BUSINESSOWNERS COMMON DECLARATIONS
BPM D PROP	12-07	PROPERTY DECLARATIONS
NI-SCHED	12-07	SCHEDULE OF NAMED INSURED(S)
BPM S FORMS	12-07	SCHEDULE OF FORMS AND ENDORSEMENTS
BPM S LOC	12-07	SCHEDULE OF LOCATIONS
*BPM N 3	12-07	IDENTITY THEFT RESOLUTION SERVICES
BPM S AI	12-07	ADDITIONAL INSURED SCHEDULE
BPM S LP	12-07	LOSS PAYEE SCHEDULE
*BPM N 1	10-08	QUICK REFERENCE GUIDE-SECTION I-II-III
*BPM P 1	10-08	SECTION I - PROPERTY COVERAGE FORM
*BPM P 2	12-07	SECTION II - LIABILITY COVERAGE FORM
BPM P 3	01-09	SECTION III - COMMON POLICY CONDITIONS
*BPM 1109	12-07	EQUIPMENT BREAKDOWN ENHANCEMENT
BPM 1110	01-09	WATER BACK-UP AND SUMP OVERFLOW
*BPM 2102	12-07	IDENTITY THEFT EXPENSE COVERAGE
*BPM 2104	07-09	NEW YORK CHANGES
*BPM 3100	12-07	NON-CONTRACTORS BLANKET ADDTL INSURED
*BPM 3112	12-07	AMENDMENT-AGGREGATE LIMITS-PER PREMISES
*BPM 3137	04-14	ASBESTOS EXCLUSION
*BPM 5110	12-12	NY - EXCLUSION OF LOSS DUE TO VIRUS-BACT
*BP 01 59	08-08	WATER EXCLUSION ENDORSEMENT
*BP 04 02	01-06	AI-MANAGERS OR LESSORS OF PREMISES
*BP 04 17	07-02	EMPLOYMENT-RELATED PRACTICES EXCLUSION
*BP 04 36	07-07	NEW YORK HIRED AND NONOWNED AUTO LIABILI
*BP 04 54	01-06	NEWLY ACQUIRED ORGANIZATIONS
*BP 04 97.	01-06	WAIVER OF TRANSFER RIGHTS
*BP 05 98	01-06	AMENDMENT-INSURED CONTRACT DEFINITION
*BP 12 03	01-06	LOSS PAYABLE PROVISIONS

POLICYHOLDER NOTICES

60-8182	03-03	IMPORTANT NOTICE TO MILITARY PERSONNEL
BPM N 9	10-09	N.Y. EQUIP. BREAKDOWN NOTICE
64-5960	10-06	PRIVACY NOTICE
60-N180	09-11	MSAA PARTICIPATION CLAUSE

* THESE FORMS ARE PART OF THIS POLICY BUT ARE NOT PRINTED



**THE
MAIN
STREET
AMERICA
GROUP**

Policy Number: BPV36568

SCHEDULE OF LOCATIONS

MAIN STREET AMERICA ASSURANCE COMPANY

Named Insured: BRYAN GOLBERGER & BRIAN KREMER

Effective Date: 05-25-2016

Agent Name: FRAGOMENTI INS & FINANCIAL SVS

Agent No. 310604

Prem. No.	Bldg. No.	Premises Address (Address, City, State, Zip Code)
1	1	39. N PEARL ST, ALBANY, NY, 12207-2785



THE
MAIN
STREET
AMERICA
GROUP

Policy Number: BPV36568

ADDITIONAL INSURED SCHEDULE

MAIN STREET AMERICA ASSURANCE COMPANY

Named Insured	BRYAN GOLBERGER & BRIAN KREMER	Effective Date:	05-25-2016
Agent Name	FRAGOMENI INS & FINANCIAL SVS	Agent No.	310604

**Form
Number**

BP 04 02

Form Title

ADDITIONAL INSURED - MANAGERS OR LESSORS OF
PREMISES

MARTINEZ MANAGEMENT LLC & CONLEY REALTY SERVICES
LLC
194 WASHINGTON AVE STE 620
ALBANY, NY 12210-2314

39 N PEARL ST
ALBANY, NY 12207-2785



**THE
MAIN
STREET
AMERICA
GROUP**

Policy Number: BPV36568

LOSS PAYEE SCHEDULE

MAIN STREET AMERICA ASSURANCE COMPANY

Named Insured BRYAN GOLBERGER & BRIAN KREMER Effective Date: 05-25-2016

Agent Name FRAGOMENI INS & FINANCIAL SVS Agent No. 310604

Premises No.	Bldg. No.	Loss Payee Name and Mailing Address
		CANON FINANCIAL SERVICES INC 15325 S. E. 20TH PLACE SUITE 100 BELLEVUE, WA 98007 CANON COPIER (LEASED)

BUSINESSOWNERS COVERAGE FORM

SECTION III -- COMMON POLICY CONDITIONS

(APPLICABLE TO SECTION I -- PROPERTY,
SECTION II -- LIABILITY, AND COMMERCIAL
INLAND MARINE)

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy;

(1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

(a) Seasonal unoccupancy; or

(b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

(2) After damage by a Covered Cause of Loss, permanent repairs to the building:

(a) Have not started, and

(b) Have not been contracted for, within 30 days of initial payment of loss.

(3) The building has:

(a) An outstanding order to vacate;

(b) An outstanding demolition order; or

(c) Been declared unsafe by governmental authority.

(4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

(a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

(b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

K. Transfer Of Rights Of Recovery Against Others To Us

1. **Applicable to Businessowners Property Coverage:**

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. **Applicable to Businessowners Liability Coverage:**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK-UP AND SUMP OVERFLOW

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises No.	Building No.	Limit Of Insurance
1	1	\$ 10,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. We will pay for physical loss or damage to Covered Property, covered under **Section I – Property**, caused by or resulting from:

1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph 2. above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

B. The coverage described in Paragraph **A.** of this endorsement does not apply to loss or damage resulting from an insured's failure to:

1. Keep a sump pump or its related equipment in proper working condition; or
2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

C. The most we will pay for loss or damage caused directly or indirectly for the coverage provided under this endorsement is the Water Back-Up And Sump Overflow Limit of Insurance is indicated in the Schedule or the Declarations.

D. With respect to the coverage provided under this endorsement, the **Water** Exclusion in **Section I – Property** is replaced by the following exclusion:

Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow; or
3. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or
4. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1. or 3., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 4., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs 1. through 4., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

**IMPORTANT NOTICE TO MILITARY PERSONNEL
THIRD PARTY DESIGNEE AVAILABILITY**

If you are an individual who has been called to active military duty, New York law permits you to designate an adult third party to receive duplicate premium notices and copies of other notices issued to you for your insurance policies. You also have the option of suspending coverage without any penalties. Please be advised that with respect to the suspension of automobile coverage, you will need to surrender your registration and plates to the Department of Motor Vehicles.

If you would like to elect a third party designee and you have been called to active military duty, please fully complete the information below and send this entire form to your agent or broker.

You may terminate the third party designation by sending written notification to the designated third party and us.

Policy number(s) for which you elect a Third Party Designee:

Name, address and telephone number of Third Party Designee:

Name _____

Street _____

City _____ State _____ Zip Code _____

Telephone Number including area code _____

Signature of Insured

Date

I accept the designation above, I understand my designation, as a third party shall not constitute acceptance of any liability on my part or the insurer for services provided to the insured. If I decide to terminate my designation, I must send written notification to both the insured and the insurer.

Signature of Third Party Designee

Date

If you have any questions, please contact your agent or broker.

NEW YORK – AVAILABILITY OF EXCLUSION OF EQUIPMENT BREAKDOWN COVERAGE ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

Your Main Line Businessowners Policy automatically includes the Equipment Breakdown Enhancement Endorsement (BPM 1109) at no additional cost to you. This endorsement provides very broad breakdown protection for many types of equipment including but not limited to:

- Heating Equipment and Boilers
- Air Conditioning Equipment
- Refrigeration Equipment
- Electrical Equipment
- Computer Systems

Although we believe this is important protection for businesses of all types and sizes, we are informing you that you may choose to remove this coverage for a premium credit. Before making this choice, we recommend you discuss this with your independent insurance agent for a complete explanation of coverage and premium impacts.

Thank You for trusting the Main Street America Group with your business insurance needs and we look forward to providing our quality products and services in the future.

NGM Insurance Company
Old Dominion Insurance Company
Main Street America Assurance Company
MSA Insurance Company
Grain Dealers Mutual Insurance Company
Great Lakes Casualty Insurance Company
Spring Valley Mutual Insurance Company
Austin Mutual Insurance Company
Main Street America Protection Insurance Company

PRIVACY NOTICE

As your insurer, our objective is to professionally serve your insurance needs. We recognize that in providing these services, we have an obligation to safeguard the personal information you entrust to us as well as other information we may collect as part of the insurance transaction.

This notice describes the privacy practices and standards we adopted to protect and ensure the confidentiality of your non-public personal information. All of our insurance companies listed above adhere to these practices and standards.

OUR POLICY

We do not disclose any non-public personal information about our policyholders or claimants to any third parties except as permitted by law. Any such disclosures are made for the purpose of underwriting and transacting the business of your insurance coverage or your claim. We do not sell or provide your non-public personal information to others for their marketing purposes.

THE INFORMATION WE COLLECT

We do not disclose any non-public information about you or about participants or claimants under your insurance policy to anyone, except as permitted by law, nor do we sell customer or policyholder information to mailing lists companies or mass marketing companies. We may share information about you or about participants or claimants under your insurance policy in the normal business of conducting insurance operations, such as with your agent or broker; appraisers and independent adjusters who investigate, defend or settle your claims; insurance regulators; and your mortgage lender or lienholder.

THE INFORMATION WE DISCLOSE

We do not disclose any non-public information about you or about participants or claimants under your insurance policy to anyone, except as permitted by law, nor do we sell customer or policyholder information to mailing list companies or mass marketing companies. We may share information about you or about participants or claimants under your insurance policy in the normal business of conducting insurance operations, such as with your agent or broker; appraisers and independent adjusters who investigate, defend or settle your claims; insurance regulators; and your mortgage lender or lienholder.

HOW WE PROTECT YOUR PERSONAL INFORMATION

We restrict access to non-public personal information about you or about participants and claimants under your insurance policy to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your non-public personal information. Our computer systems are also protected by additional measures intended to prevent unauthorized access.

ADDITIONAL INFORMATION

If you would like to receive a copy of our privacy policy please contact us as follows:


Main Street America Group
ATT: Privacy Compliance Coordinator
55 West Street
Keene, NH 03431

These privacy practices and standards have been put into place to protect your personal information. You will receive a reaffirmation of our privacy practices annually.

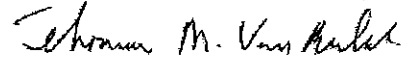
**MAIN STREET AMERICA
ASSURANCE COMPANY**

Main Street America Assurance Company is a stock insurance company with headquarters located at:

4601 Touchton Road East, Suite 3400
Jacksonville, FL



Bruce R. Foy
Secretary



Thomas M. Van Berkel
President

60-N180 (09/11)



Lawyers Professional Liability Policy Declarations

Agency:
740558

Branch:
912

Policy Number:
425256901

Insurance is provided by Continental Casualty Company,
333 S. Wabash Ave. Chicago IL 60604
A Stock Insurance Company.

NOTICE:

THIS IS A CLAIMS MADE POLICY. EXCEPT TO SUCH EXTENT AS MAY BE PROVIDED HEREIN, THIS POLICY IS LIMITED TO LIABILITY FOR THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD OR ANY SUBSEQUENT RENEWAL. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE UPON TERMINATION OF COVERAGE UNLESS, AND TO THE EXTENT, THE EXTENDED REPORTING PERIOD APPLIES. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS WITH YOUR INSURANCE AGENT OR BROKER.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118015-A31 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118016-A31 or G-118020-A31 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE APPLICABLE DEDUCTIBLE.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118017-A31 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118081-A31 or GSL-10552-NY IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE APPLICABLE DEDUCTIBLE.

1. NAMED INSURED AND MAILING ADDRESS:

Goldberger & Kremer
39 North Pearl Street
Suite 201
Albany, NY 12207

2. POLICY PERIOD:

Inception: 12/28/2016 Expiration: 12/28/2017
at 12:01 A.M. Standard Time at the address shown above

3. LIMITS OF LIABILITY:

Each Claim: \$1,000,000

Aggregate: \$2,000,000

Death or Disability and Non-Practicing

Extended Reporting Period Limit of Liability:

Each Claim: \$1,000,000

Aggregate: \$2,000,000

4. DEDUCTIBLES:

Each Claim: \$5,000

Aggregate: \$5,000

5. POLICY PREMIUM:

NY State Bar Association Membership Credit:

\$-228

Annual Premium:

\$4,323.00



Total Amount Due:

\$4,323.00

*Includes CNA Risk Control Credit of
Includes Net Protect Premium, see coverage endorsement if applicable*

\$- 177.00

*The premium for any Extended Claim Reporting Period requested as specified in this policy will be:
75% of the annual premium for one year; 175% of the annual premium for 3 years; 225% of the annual premium for 6 years
or 250% of the annual premium for an unlimited number of years.*

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A31 (Ed. 12/2009), G-118012-A31 (c) (Ed. 04/2010), CNA-77115-NY (Ed. 11/2013), G-118019-A31 (Ed. 01/2010), G-118024-A (Ed. 04/2008), G-118047-A31 (Ed. 04/2010), G-145184-A (Ed. 06/2003), GSL-12439-XX (Ed. 03/2009)

7. WHO TO CONTACT:

To report a claim:
CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Fax: 866-773-7504 / Online: www.cna.com/claims
Email: SpecialtyProNewLoss@cna.com
Lawyers Claim Reporting Questions: 800-540-0762

Countersignature

Date

Authorized Representative

10/19/2016
Date



Lawyers Professional Liability Policy Declarations

Agency:
740558

Branch:
912

Policy Number:
425256901

Insurance is provided by Continental Casualty Company,
151 North Franklin Street Chicago IL 60606
A Stock Insurance Company.

NOTICE:

THIS IS A **CLAIMS MADE** POLICY. EXCEPT TO SUCH EXTENT AS MAY BE PROVIDED HEREIN, THIS POLICY IS LIMITED TO LIABILITY FOR THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** OR ANY **EXTENDED REPORTING PERIOD** OR ANY SUBSEQUENT RENEWAL. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE UPON TERMINATION OF COVERAGE UNLESS, AND TO THE EXTENT, THE **EXTENDED REPORTING PERIOD** APPLIES. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS WITH YOUR INSURANCE AGENT OR BROKER.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118015-A31 IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118016-A31 or G-118020-A31 IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE APPLICABLE DEDUCTIBLE.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118017-A31 IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118081-A31 or GSL-10552-NY IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE APPLICABLE DEDUCTIBLE.

1. NAMED INSURED AND MAILING ADDRESS:

Goldberger & Kremer
39 North Pearl Street
Suite 201
Albany, NY 12207

2. POLICY PERIOD:

Inception: 12/28/2018

Expiration: 12/28/2019

at 12:01 A.M. Standard Time at the address shown above

3. LIMITS OF LIABILITY:

Each Claim: \$1,000,000

Aggregate: \$2,000,000

Death or Disability and Non-Practicing

Extended Reporting Period Limit of Liability:

Each Claim: \$1,000,000

Aggregate: \$2,000,000

4. DEDUCTIBLES:

Each Claim: \$5,000

Aggregate: \$5,000

5. POLICY PREMIUM:

NY State Bar Association Membership Credit:

\$-240

Annual Premium:

\$4,542.00



Total Amount Due:

\$4,542.00

Includes CNA Risk Control Credit of

\$- 389.00

Includes Net Protect Premium, see coverage endorsement if applicable

The premium for any Extended Claim Reporting Period requested as specified in this policy will be:

75% of the annual premium for one year; 175% of the annual premium for 3 years; 225% of the annual premium for 6 years or 250% of the annual premium for an unlimited number of years.

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A31 (Ed. 12/2009), G-118012-A31 (c) (Ed. 04/2010), CNA-77115-NY (Ed. 11/2013), G-118019-A31 (Ed. 01/2010), G-118024-A (Ed. 04/2008), G-118047-A31 (Ed. 04/2010), G-145184-A (Ed. 06/2003), GSL-12439-XX (Ed. 03/2009)

7. WHO TO CONTACT:

To report a claim:

CNA – Claims Reporting

P.O. Box 8317

Chicago, IL 60680-8317

Fax: 866-773-7504 / Online: www.cna.com/claims

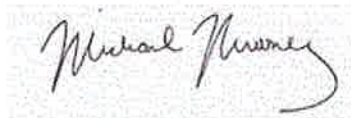
Email: SpecialtyProNewLoss@cna.com

Lawyers Claim Reporting Questions: 800-540-0762

Countersignature

Date

Authorized Representative



Date



Continental Casualty Company
151 North Franklin Street
Chicago, IL -60606

LAWYERS PROFESSIONAL LIABILITY POLICY

ATTORNEY SCHEDULE

Policy Number: 425256901

Name of Each Lawyer

Brian S Kremer
Bryan Goldberger



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2018

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 PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY14620	CONTACT NAME:	
	PHONE (877) 287-1312	FAX (888) 443-6112
	(A/C, No, Ext):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
INSURED GOLDBERGER & KREMER 39 N PEARL ST STE 201 ALBANY NY 12207	INSURER A : Property & Casualty Ins Co. of Hartford	
	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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS						BODILY INJURY (Per accident)
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76 WEG GV5485	01/01/2019	01/01/2020	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER

GOLDBERGER AND KREMER
39 N PEARL ST STE 201
ALBANY NY 12207

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda



GOLDB-2

OP ID: LB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/13/2019

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 Fragomeni Insurance & Financial Services, Inc. 3257 Rt 9 Saratoga Springs, NY 12866 David Fragomeni	518-584-4200	CONTACT NAME: David Fragomeni PHONE (A/C, No, Ext): 518-584-4200 FAX (A/C, No): 518-584-8664 E-MAIL ADDRESS: lori@fragomeni-insurance.com
INSURED Goldberger & Kremer Bryan Goldberger & Brian Kremer 39 North Pearl Street, Ste201 Albany, NY 12207		INSURER(S) AFFORDING COVERAGE INSURER A: National Grange Mutual INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 226

COVERAGES

CERTIFICATE NUMBER: 1

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 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	BPV36568	05/25/2019	05/25/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000 <input checked="" type="checkbox"/> CLAIMS-MADE		CUV36568	05/25/2019	05/25/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS ALSO LISTED AS PRIMARY & NON-CONTRIBUTORY ADDITIONAL INSURED.

CERTIFICATE HOLDER

SARATA1

CITY OF SARATOGA SPRINGS
OFFICE OF RISK & SAFETY
474 BROADWAY
SARATOGA SPRINGS, NY 12866

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

LOCAL LAW NO 2 OF 2019

A LOCAL LAW TO AMEND SECTION 2.1 OF
THE CHARTER OF THE CITY OF SARATOGA SPRINGS, NEW YORK

BE IT ENACTED by the City Council of the City of Saratoga Springs, NY, as follows:

SECTION 1. Section 2.1 of the Charter of the City of Saratoga Springs, New York, entitled "Officers; eligibility; terms of office; salaries" is amended to read (new material underlined, old material in brackets):

2.1 Officers, eligibility; terms of office; salaries.

The elected officers of the City shall consist of the following:

Mayor
Commissioner of Finance
Commissioner of Public Works
Commissioner of Public Safety
Commissioner of Accounts
Two Supervisors

Each officer shall be elected for a term of two years, from and including the first day of January next succeeding the election until the election and qualification of his or her successor.

The Mayor and each Commissioner shall receive a salary of [~~\$14,500~~] \$30,000 per year.[,except that for the year 2010 their salary shall be reduced 10% each pay period effective March 26, 2010, for the remainder of that calendar year, at the request of the City Council and due to the current fiscal crisis.] The Supervisors shall receive the salary enacted by the County Law.

Before assuming duties, each officer shall take and file the constitutional oath of office.

No person shall be eligible to serve as an elective officer unless at the time of election the individual is a resident elector of the City and is duly qualified pursuant to the requirements of the Public Officers Law.

SECTION 2. This Local Law shall take effect immediately upon filing in the office of The Secretary of State of The State of New York, in accordance with Section 27 of the Municipal Home Rule Law.

ADOPTED:

LEGAL NOTICE

PLEASE TAKE NOTICE that the City Council of the City of Saratoga Springs, New York will conduct a public hearing on Tuesday, _____ 2019 at _____ p.m., or as soon thereafter as the matter can be reached, in the City Council Room, City Hall, Broadway, Saratoga Springs, NY, to hear all persons who wish to speak either for or against the enactment of a Local Law entitled:

LOCAL LAW NO. 2 OF 2019

A LOCAL LAW TO AMEND SECTION 2.1 OF THE CITY CHARTER OF THE CITY OF SARATOGA SPRINGS

The purpose of the proposed Local Law is 1) to increase the compensation of the elected City Council members from \$14,500 per year to \$30,000 per year, beginning on January 1, 2020; and 2) to repeal obsolete effective dates.

Any interested persons may inspect the proposed Local Law at the office of the Commissioner of Accounts, in City Hall, at any time prior to the above hearing.

DATED:

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: John P. Franck
City Clerk



City of Saratoga Springs, New York Fireworks Application & Instructions

Introduction

A wide variety of fireworks and activities have chosen to make Saratoga Springs their home due to its natural beauty, diverse cultures, and the variety of locations available for use. Each of these fireworks helps to contribute to the dynamic atmosphere found in Saratoga Springs.

The following pages include the City of Saratoga Springs Fireworks Application and instructions. The City's goal is to assist fireworks organizers in planning safe and successful fireworks that create minimal disruption to the communities surrounding the fireworks.

Upon the submission of a fireworks application, you may be required to meet with the City's staff to review various aspects of your fireworks display. While many City departments joined together to make this process convenient yet comprehensive, please be aware that in some cases you may have to contact other county or state agencies to complete the required application. Doing so in a timely fashion will avoid delays in processing your application.

On behalf of the City of Saratoga Springs, we thank you for contributing to the spirit and vitality of our city. Best wishes for a successful fireworks event!

Procedure

Please be advised that Penal Law section 405.00 regulates fireworks display permits issued by a municipality, imposes certification requirements as administered and enforced by NYS Commissioner of Labor, and mandates that displays conform to the standards of the NFPA. Applicants are responsible for complying with all Federal, State and Local Laws relating to the display of fireworks.

Penal Law section 405(3) requires that all applications for permits for the display of fireworks be made at least five (5) days in advance of the display. However, in order to ensure adequate time in which to review and consider the permit, the City requires applicants to submit an application at least thirty (30) days in advance of the display.

The boundary line of the property where the fireworks display is proposed cannot be within five hundred (500) yards of the boundary line of a property which is owned, leased, or operated by a certified breeder as defined in subdivision 4 of section 251 of the racing, pari-mutuel; wagering and breeding law (<https://www.nybreeds.com/new-york-state-farm-directory/>).

Fireworks displays taking place on public property that is open to the public requires a Fireworks Permit. All permit applications shall be fully completed, printed, legible, and submitted to the City Clerk's Office, City Hall, 474 Broadway, Saratoga Springs, NY 12866.

Permit applications may be filed as early as 12 months prior to a fireworks event.

Applications for fireworks other than previously described must be submitted with all required attachments no less than THIRTY (30) days prior to your fireworks display. Fireworks applications received after the required time period may not be accepted.

The City will only approve one fireworks display per calendar day that requires City resources. The City reserves the right to allow exceptions to this. Applications will be accepted on a first-come, first-serve basis for new fireworks. The City reserves the right to dedicate particular days for annual fireworks displays that have taken place for the past three (3) consecutive years. The City reserves the right to have calendar blackout dates. The City will consider fireworks applications for days that are considered holidays for City employees, but if City employees are required for the event, approval is contingent on employee availability. Holiday fireworks displays requiring the assistance of City staff will be charged the holiday labor rate.

Attendance of fireworks that use any public right-of-way (street, sidewalk, etc.) must be open to the public.

The permit process begins when you submit an application. Acceptance of your application should in no way be construed as final approval or confirmation of your request.

City departments have the authority to deny a permit application for reasons that include, but are not limited to, the determination that:

- the application is not complete or has not met the established timelines;
- public safety is at risk;
- the proposed resources are not adequate to handle the fireworks;
- the quality of life for surrounding communities will be unreasonably impacted;
- vehicular traffic flow will be inappropriately compromised;
- the City cannot provide the needed resources;
- elements of the fireworks are in violation of the City of Saratoga Springs Municipal Code or Regulations, or State or Federal Laws; and
- the fireworks applicant has unpaid financial obligations to the City from previous fireworks displays

Application Information

Fireworks Publicity

You must obtain approval of the fireworks application **PRIOR** to promoting, marketing or advertising for it. A Fireworks Permit will not be issued until the application contains all required certificates and permissions. Advanced advertisement of a fireworks display will not influence the City's decision to approve/disapprove the fireworks display. **Any printed advertising or promotional materials must contain contact information for people who can answer questions and arrange for special accommodations per Attachment A in the Fireworks Permit.**

Costs and Fees

Fireworks organizers have the option of providing volunteers to collect and remove trash/recycling or to pay the City to complete such task.

Failure to break-down or clean-up per the committed timeline in application will result in the organization being financially responsible for any costs incurred by the City for substitute services as a result of the fireworks AND a two-hundred (\$200) dollar fine for non-performance of the executed application. Fireworks applicants with unpaid financial obligations to the City will not be considered for future fireworks displays.

Fireworks Organizer and Contact Information

The fireworks organizer is the designated individual who has been authorized to apply for the permit and to plan the fireworks display. This person must be available to work closely with the City's department staff throughout the permitting process. During your fireworks display, a contact person must be available on-site. The contact person shall provide the City with a cellular telephone number, or pager number, or designate some other way to contact him/her during the fireworks event. The contact person is required to have full authority to act on behalf of and make decisions for, any sponsoring organization for all segments of the fireworks display. Failure to communicate and coordinate problems with City representatives on the day of the fireworks display may result in denial of future fireworks displays.

Crowd Control and Security

Fireworks organizers are required to provide a safe and secure environment for their fireworks display. This may be accomplished through sound pre-planning and by anticipating potential problems and concerns. The size, type, location, and time of the fireworks, as well as fireworks activities, are all areas that need to be analyzed in depth. The Police and/or Fire Departments will assess the level of security required for your fireworks display.

Fireworks Accessibility Plan

"Accessible" describes a site, building, facility or portion thereof that can be approached, entered and used by all people. It is the applicant's responsibility to comply with all city, county, state and federal accessibility requirements that are applicable to the fireworks safety and security. All indoor and outdoor sites for fireworks must be accessible to persons with disabilities. If a portion of the area is inaccessible, an alternate area must be provided with the same activities that are in the inaccessible area.

Emergency Evacuations and Cancellation of Fireworks

The City reserves the right to suspend your activities and announce the need to clear the area for emergency vehicles and personnel in the event of a natural or man-made emergency or severe weather during your fireworks display. Fireworks organizers shall assist emergency personnel in evacuating employees, volunteers, and the public from the area. A contingency plan shall be prepared in case the fireworks display needs to be canceled, postponed, or relocated due to public safety concerns including adverse weather conditions.

Anti-Discrimination and Equal Opportunity Obligations

In accordance with City laws the sponsoring organization will not discriminate against any employee, applicant for employment, sub-contractor, supplier of materials or services, or program participant because of actual or perceived: age, creed, color, disability, ethnicity, familial status, gender, height, immigration or citizenship status, marital status, national origin, race, religion, sexual orientation, socio-economic status, or weight.

Insurance Requirements

Please provide the insurance required within the application for both you the applicant and your fireworks display contractor.

Anticipated Attendance Over 5,000 People

If your fireworks display attendance is expected to be FIVE THOUSAND (5,000) or more, you must apply and provide the following permits from the New York State Department of Health prior to submitting a Fireworks Application with the City. This application is the NYS Department of Health Part 18 Public Gathering Permit. Please provide a Public Gathering Permit issued by the NYS Department of Health for any fireworks display whose participants and attendance is expected to be FIVE THOUSAND (5,000) individuals or greater. Website Address is: <http://www.health.ny.gov/professionals/ems/emsforms.htm>.



CITY OF SARATOGA SPRINGS APPLICATION FOR FIREWORKS PERMIT

PLEASE BE ADVISED that Penal Law section 405.00 regulates fireworks display permits issued by a municipality, imposes certification requirements as administered and enforced by NYS Commissioner of Labor, and mandates that displays conform to the standards of the NFPA. Applicants are responsible for complying with all Federal, State and Local Laws relating to the display of fireworks.

Penal Law section 405(3) requires that all applications for permits for the display of fireworks be made at least five (5) days in advance of the display. However, in order to ensure adequate time in which to review and consider the permit, the City requires applicants to submit an application at least thirty (30) days in advance of the display.

NOTE: The City requires a fire inspection, for ALL fireworks display permits issued, on the day of the display by the City's Fire Department and/or Code Enforcement Officer.

1. Name/Title of Person Making this Permit: _____
2. Name of Organization Making this Permit (if applicable): _____
3. Mailing Address of Applicant: _____
4. Applicant Contact Telephone Numbers: _____
5. Email Address of Applicant: _____
6. Exact Address of Display: _____
7. Date of Display: _____ Time of Display: _____ to _____ Expected Attendance: _____
8. Fireworks Company Licensed to Conduct Display: _____
Company's Address & Contact Person's Phone #: _____
9. NYS Explosive Permit Number **(Please attach copy of current license to this application)**

10. Persons conducting the discharge of fireworks: **(Attach copy of individual's NYS Driver's and Pyrotechnic License)**
Name _____ Age _____ Years Experience _____
Name _____ Age _____ Years Experience _____

11. Location, manner and place of storage of fireworks at the given location prior to display:

12. Is the boundary line of the property where the fireworks display is proposed within 500 yards of a boundary line of a property which is owned, leased or operated by a certified breeder as defined in subdivision 4 of section 251 of the racing, pari-mutuel wagering and breeding law
(<https://www.nybreeds.com/new-york-state-farm-directory/>) ? ☐ Yes ☐ No

Attachment A: Please provide a complete listing of the number and kind of fireworks that will be discharged during this event. Please remember to attach a Safety Data Sheet for each type of fireworks used in the display.

Please stipulate whether the display will be fired (check the appropriate box):

☐ Manually ☐ Electrically ☐ Combined

Will mortars be reloaded during the display? ☐ Yes ☐ No

Attachment A-1 Contingency Plan

Please provide a contingency plan in case the fireworks display needs to be cancelled, postponed, or relocated due to public safety concerns, including adverse weather conditions.

Attachment B: Please provide a color copy of a map of the grounds on which the display is to be held. Your map must show (1) the point at which the fireworks are to be discharged; (2) the location of all buildings, highways, and other lines of communication; (3) the lines behind which the audience will be restrained; and (4) the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.

Attachment B-1 Outdoor Display

The required site plan must include the following additional information, in conformance with NFPA 1123 (Code for Fireworks Display): (a.) dimensions of the fireworks discharge area; (b.) dimensions of the spectator viewing area; (c.) dimensions of parking areas; (d.) dimensions of the fallout area; (e.) separation distances between all of the above; AND (f.) description of provisions for crowd control.

Attachment B-2 Indoor Display

Include a written plan for how you intend to use the pyrotechnics as required by the New York State Penal Law Section 405.10 and NFPA 1126. That plan shall be submitted at least five (5) days prior to the performance and shall include: (a.) in addition to the State licenses and certificates already included in this application, proof of Federal ATF Licenses if required; (b.) proof of experience of the pyrotechnician in charge; (c.) proof of experience with the types of devices being used and a description of duties of any authorized assistants; (d.) point of on-site assembly of the pyrotechnic devices, if any; (e.) certification that the set, scenery, and rigging materials are inherently flame-retardant or have been treated to achieve flame retardancy; (f.) certification that all materials worn by performers in the fallout area during use of pyrotechnic effects are inherently flame-retardant or have been treated to achieve flame retardancy; AND (g.) attach a diagram of the area where the display will take place, showing location where fireworks will be discharged from, the location of, and distance to the audience, the location of sprinklers and the fallout radius for each pyrotechnic device use.

Attachment C: Please provide a copy of the community notification you, the applicant, will distribute to every landowner within five hundred (500) yards of the property boundary line where the firework display is being requested. The Applicant is also required to publish a one-time community notification in the

local newspaper as notification for your fireworks display one week prior to the planned event. Please provide proof of the proposed notification.

Attachment D: If you the applicant are not the property owner, please provide a permission letter from property owner on which the fireworks display is set to take place. If you are requesting this application for fireworks display take place on City owned or maintained property a separate use application must be completed and fee paid to the Department of Public Works.

The City requires a pre-inspection and approval for the requested firework display by the City's Fire Department and/or Code Enforcement Officer.

NYS Penal Law 405 requires you the Applicant meet the following criteria in the issuance of this permit:

1. The actual point at which the fireworks to be fired must be at least two hundred (200) feet from the nearest permanent building, public highway or railroad or other means of travel and at least fifty (50) feet from the nearest above ground communication line, tree or other overhead obstruction.
2. The audience at such display must be restrained behind lines at least one hundred and fifty (150) feet from the point at which the fireworks are discharged and only persons in active charge of the display shall be allowed inside these lines.
3. All fireworks that fire a projectile are set up so that any projectile will go into the air as nearby as possible in a vertical direction. If such fireworks are to be fired from the shore of a lake or other large body of water, they may be directed in such manner that the falling residue will fall into such lake or body of water.
4. Any fireworks that remain unfired after the display ends must be immediately disposed of in a way safe for the particular type of fireworks remaining.
5. No fireworks display shall occur during any windstorm in which the wind reaches a velocity of more than thirty (30) miles per hour.
6. All persons in actual charge of firing the fireworks (minimum of two) must be over the age of eighteen (18) years, physically fit and competent in setting off the fireworks under permit.
7. There will be at least two (2) fire extinguishers of at least two and one-half gallons capacity each to be kept at as widely separated points as possible within the actual area of the display.

Insurance Requirements

You the Applicant must provide the following insurance for the issuance of this permit from a NYS Insurer duly licensed or authorized to do business in the State of New York with an AM Best Rating of A- or better Size VII Carrier: a **Certificate of Insurance** naming the City of Saratoga Springs as an **Additional Insured** on a primary and non-contributory basis evidencing the following coverage: Commercial General Liability of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate including completed operations, product liability and personal injury liability insurance; Commercial Auto of One Million Dollars (\$1,000,000) Combined Single Limit when applicable; AND Statutory Workers Compensation, Disability and Employer's Liability Insurance for all employees. The City of Saratoga Springs in no way warrants that the above required minimum insurer rating is sufficient to protect provider from potential insurer insolvency. All insurance must be written on forms filed with and approved by the New York State Department of Insurance.

Your NYS Licensed Fireworks Company must provide the following insurance for the issuance of this permit from a NYS Insurer with an AM Best Rating of A- or better Size VII Carrier: a **Certificate of Insurance** naming the City of Saratoga Springs as an **Additional Insured** on a primary and non-contributory basis evidencing the following coverage: Commercial General Liability of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate including completed operations, product liability and personal injury liability insurance; Commercial Auto of One Million Dollars (\$1,000,000) Combined Single Limit; Excess Liability Insurance of Four Million Dollars (\$4,000,000) per

occurrence aggregate, AND Statutory Workers Compensation, Disability and Employer's Liability Insurance for all employees.

Both Certificates of Insurance must name the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis and should be addressed to the attention of:

Department of Accounts, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, Attention: City Clerk.

You the Applicant and the NYS Permitted Explosive Company conducting the fireworks display acknowledge that failure to obtain such insurance on behalf of the City constitutes a material breach of this permit and subjects you the Applicant to liability for damages, indemnification and all other legal remedies available to the City. 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 City.

You the Applicant and the NYS Permitted Explosive Company conducting the fireworks display agree to indemnify and save harmless the City, 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 permitted activity, 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 you, your collective organizations, your collective employees, or your collective agents.

I, as the legally designated applicant, agree to the terms and conditions of the NYS Penal Laws Section 270 and 405 and agree to abide by all the City of Saratoga Springs' regulations that govern this fireworks permit. I certify that the information contained within this application is correct. I understand that the application as submitted must be approved by the Departments of Public Works, Public Safety, and Office of Risk and Safety prior to the issuance of this permit by the Department of Accounts. I understand that additional permits and/or agreements may need to be obtained depending upon the local, state and federal regulatory requirements that govern this activity. Lastly, you the Applicant agree to pay all fees charged by the City with regard to this application for the display of fireworks and any inspections required for this application.

Applicant Signature: _____ **Date:** _____

Print Name of Applicant Executing This Form: _____

Authorized Representative/Title: _____

Signature of NYS Licensed Explosive Company Official: _____

Print Name of NYS Licensed Explosive Company Official: _____

Title: _____ **License No.:** _____

Date: _____



City of Saratoga Springs, NY

Risk and Safety Manual

**Office of Risk and Safety
474 Broadway, Saratoga Springs, NY 12866**

Mission Statement:

The Office of Risk and Safety is charged with assisting the City Council in providing a safe and healthy working environment for its employees in accordance with federal and state regulatory requirements. Risk and Safety oversees the identification of and measurement of the risks facing the City and community at large. It responds to and assists in the resolution of risk and safety related inquiries and complaints from citizens, employees, and employee bargaining units. It is the point person in assisting and responding to local, state and federal regulatory matters as they pertain to risk and safety issues. Risk and Safety develops programming in response to federal and state regulatory mandates and the City's Property and Casualty Insurance Program.

Participation in the City's Capital Budget Committee is vital to the Office's mission of risk mitigation by preparing annual requests from the Safety Committee to facilitate the repair, refurbishment and/or replacement of the City's buildings, equipment and/or property in accordance with the City's insurance loss prevention studies, City Fire Department Inspections, and federal and/or state regulatory and compliance mandates.

The Office of Risk and Safety is responsible for the management of the City's Property and Casualty Insurance Program. It manages the procurement of the City's insurance and also manages the City's incidents, claims and litigation covered by that insurance program and those incidents, and claims within the City's deductible. On a proactive basis, it sets the insurance limits for the City's bids and contractual agreements reviewing the contractual agreements for risk and assists the City Attorney with employment practice matters as part of the City's insurance program.

Risk and Safety provides risk and safety policy programming recommendations to City Departments, its community partners, and City Council for adoption and assists in implementing the programming as adopted by City Council. Lastly, it assists the Department of Public Safety in managing the emergency management programming for the City.

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Part One: Contract Administration

Title: Contract Administration Protocol 041916

Date of Origin: 090704

Responsible Party: City Council

I. Policy:

The Mayor and/or a Commissioner may initiate a contract review process for contractual agreements that will be brought before the City Council for approval. This Contract Administration Protocol must be completed by the City Department establishing the contractual agreement (the "Contracting Department") and by the Purchasing Department, Finance Department, Director of Risk and Safety and City Attorney PRIOR to the presentation of any contract to the City Council for review and consideration. The identification of a funding source and a budget appropriation must be in place PRIOR to the presentation of the contract for goods and/or services.

The Mayor of the City of Saratoga Springs per the City's Charter shall have the sole responsibility of executing contractual agreements on behalf of the City Council with its permission.

II. Protocol:

A. Contracts, Addendum and Amendments:

1. Any department within the City may initiate contractual agreements, addendum or amendments for goods and/or services purchased and provided to the City.
2. Department personnel shall utilize the City contract template as approved by the City Council whenever practicable. Contracts not on the City's contract template must be submitted to the City Attorney for approval PRIOR to placement in the NOVUS System.
3. The Contracting Department must obtain two original contracts, addendums or amendments executed by the vendor for signature by the Mayor after Council approval.
4. The Contracting Department shall have the responsibility of uploading the contractual agreement executed by the vendor into the City's NOVUS System a minimum of five (5) business days prior to the next available City Council Meeting. The contractual agreement must be executed by the vendor and/or service provider PRIOR to uploading the contract package into NOVUS. Supporting Documentation is required and shall include but not be limited to a proposal, RFP, RFQ or IFB documentation including drawings and any other special project considerations deemed appropriate.
5. Insurance certificates meeting the requirements of the contract must be included with the contract package uploaded into NOVUS for approval.
6. A certification of sufficient funds, when required, must accompany the contract submission in NOVUS.
7. The budget appropriation must be identified and communicated to the Finance Department when the contract package is uploaded into NOVUS for approval.
8. The Purchasing Agent shall have the responsibility of examining the contractual documents to determine whether or not the Contract Package meets City Purchasing Guidelines.
9. The Finance Department shall have the responsibility of confirming whether or not funding is available for the Department's request for contracted goods and/or services according to the City's Finance Policies.
10. The Director of Risk and Safety shall have the responsibility of examining the contract package for its legal contents as they apply to the City's laws and protocols for establishing the insurance and indemnification language needed within the contractual agreement. The Director of Risk and Safety shall also have the responsibility of reviewing the certificates of insurance required for the contract.
11. The City Attorney shall be responsible for reviewing the contract package for its legal contents as they apply to the City's laws and protocols and be responsible for reviewing the contract package in the context of the City's Charter for approval PRIOR to the contract's final submission to City Council for review and consideration.
12. If a contract is rejected by the City's Purchasing Agent, Finance Department, Director of Risk and Safety or the City Attorney within the NOVUS System, the Contracting Department shall have the responsibility of correcting the deficiencies as identified and resubmitting the contract into NOVUS for the process to begin again.
13. All criteria outlined within the parameters of the Contract Administration Protocol must be met PRIOR to introducing the contractual agreement for consideration by the City Council.
14. Upon approval of the City Council, the Contracting Department shall obtain the Mayor's signature on the two original contracts as executed by the vendor. One original shall be sent to the approved vendor upon the Mayor's execution. The second original fully executed contract shall be scanned as a PDF document and the original filed in the City's vault.
15. The Secretary to the City Council shall have the responsibility of cataloguing and filing contractual agreements as approved by City Council and shall maintain an alphabetical listing of contracts executed on an annual basis.

B. Change Orders:

1. A change order is as defined as a written order issued by the Department covering contingencies, extra work, deductions, increases or decreases and additions, alterations or omissions to the plans or specifications. Change orders are usually associated with construction/capital projects or projects that involve a contract for public work.
2. A Change Order must be submitted for any contractual change in the original contract's terms and conditions that affect the pricing and time schedule of a previously approved contract regardless of the dollar amount. (Please note: the City cannot make expenditures without a funding appropriation, per the City Charter.)
3. Change Orders must be made on the City's "Change Order" Template whenever practicable. Current certificates of insurance and a certification of sufficient funds must be included for review in the NOVUS contract approval module. Change orders shall be circulated in NOVUS per the contract module process.
4. All contractual change orders for price and/or time must be brought to the next City Council meeting for discussion and approval, but no later than thirty (30) days of the City's notification of the proposed change to the original contract terms and conditions.
5. In the event of an emergency situation as defined in the City's Purchasing Policy, the City Council shall immediately be notified via memorandum and/or email providing the details causing the change and include the financial terms associated with the request. The emergency Change order shall then be brought to the next available City Council meeting for discussion and approval.
6. Change orders shall be reviewed by the Purchasing Agent, Finance Department, Director of Risk and Safety and City Attorney, per the City's Contract Administration Protocol, prior to approval by the City Council.
7. The City Engineer, upon approval of the Commissioner of Public Works, or the designated City Project Manager upon approval of their Department Head (Mayor or Commissioner), shall be able to approve on site changes during a public works construction project for an amount not to exceed twenty thousand dollars (\$20,000). These on site approvals shall be formalized in detail in a change order placed in the NOVUS contract module for approval at the next available City Council meeting.
8. The Contracting Department shall file the executed copy of the change orders and their supporting documentation with the City Clerk.
9. After approval from the City Council and executions of the change order, the Contracting Department shall request and the Purchasing Agent shall issue a purchase order.



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: _____ Title: _____
Primary Contact Email: _____
Service to be Provided: _____
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for _____, the Vendor and/or Service Provider submitted proposals dated _____ (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by _____. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed _____, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of _____ is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is _____. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Mayor/Commissioner____, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 To Vendor and/or Service Provider: _____
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this

Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

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

A. For **projects whose total value is between Zero and \$100,000:**

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

B. For **projects whose total value is between \$100,000 and \$500,000:**

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

C. For **projects whose total value is between \$500,000 and \$1,000,000:**

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

D. For projects involving the provision of **professional services:**

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the

contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contract as executed.

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

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

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a

manner consistent with this Code.

- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

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

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

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear

necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

City of Saratoga Springs' Signature: _____ **Date:** _____

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



City of Saratoga Springs' Vendor and/or Service Provider Agreement

City Project Number: _____ City Project Name: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: _____ Title: _____
Primary Contact Email: _____
Service to be Provided: _____
Remit Name (If different from above): _____
Remit Address: _____

- Scope of Agreement:** In response to a request for a pricing proposal requested by the City for _____, the Vendor and/or Service Provider submitted proposals dated _____ (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
- Term of Agreement:** The term of this Agreement shall commence per the date of approval of the City Purchasing Agent and the Director of Risk and Safety. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by _____. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
- Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed _____, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
- Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of _____ is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is _____. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Mayor/Commissioner _____, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 To Vendor and/or Service Provider: _____
- Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this

Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

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

A. For **projects whose total value is between Zero and \$34,999:**

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

B. For projects involving the provision of **professional services:**

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

C. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

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

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.

11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

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

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

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

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service

Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

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

written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

24. **Severability**: In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.

25. **Modification**: This Agreement may be modified only by a writing signed by both parties.

26. **Execution**: This Agreement shall constitute the Agreement of the parties.

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

Vendor and/or Service Provider Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____



**City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services
(For Construction Projects Whose Values are Less Than One Hundred Thousand Dollars)**

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Contractor Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City of Saratoga Springs requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and

expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

The Contractor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Contractor Signature: _____ **Date:** _____



City of Saratoga Springs, NY: **Risk and Safety Agreement for Contractor Services**
(For Construction Projects Whose Values \$100K and \$500K)

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Contractor Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City of Saratoga Springs requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and

expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

The Contractor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Contractor Signature: _____ **Date:** _____



**City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services
(For Construction Projects Whose Values are \$500K and \$1 Million)**

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Contractor Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City of Saratoga Springs requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and

expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

The Contractor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Contractor Signature: _____ **Date:** _____



City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services
(For Professional Services Licensed by the State of New York Office of Professions Education Department)

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Consultant Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A--:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

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- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance:** One Million per Claim with Two Million Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Consultant Signature: _____ **Date:** _____

Part Two: Incident and Claims Reporting

Title: Property and Casualty Incidents, Claims and Litigation Protocol

Date of Origin: 070103 – Revised 032117

Responsible Party: Risk and Safety

I. Policy:

The Director of Risk and Safety in partnership with the City Attorney will have the responsibility of appropriately handling incidents, claims and litigation matters on behalf of the City of Saratoga Springs to protect the City's fiduciary responsibility to its citizens. This policy assists City departments in determining appropriate areas of responsibility of incident reporting, claims handling, and litigation management.

II. Protocol:

A. Incident Handling:

1. Property:
 - a. Department Heads and/or their representatives and/or Incident Commanders in accordance with the City's Emergency Management Plan shall as soon as possible report any and all manmade and/or natural disaster damage to City property to the Director of Risk and Safety including but not limited to fire, flood, earthquake, vandalism and/or any other material event which affects the structural integrity of City property.
 - b. The Director of Risk and Safety shall as soon as possible notify City Council of any and all manmade and/or natural disaster incident damage to City property and work with the Department Head and/or their representatives on the loss(es) effecting the property they are responsible for in coordination with the Departments of Public Works and Public Safety as applicable.
 - c. If the incident pertains to property controlled and/or maintained by the Department of Public Safety, the Director of Risk and Safety will work with the Commissioner of Public Safety and/or his/her representative to mitigate the loss.
 - d. If the incident pertains to property controlled and/or maintained by the Department of Public Works, the Director of Risk and Safety will work with the Commissioner of Public Works and/or his/her representative to mitigate the loss.
2. Automobile:

Any employee having City driving privileges must immediately report any accident involving a City vehicle, machinery and/or equipment to the City Police Department while at the scene of that accident in accordance with the City's Fleet Safety Program. The City's Police Department shall investigate all City accidents and provide completed accident reports to the Director of Risk and Safety. Employees are required to complete the **City Automobile Incident Report** on the same day as the accident and/or incident when it occurs and provide it to Director of Risk and Safety by the close of business on the day in question. If the accident occurs on a weekend of Saturday or Sunday, the City Incident Report shall be given to Risk and Safety no later than close of business on the first business day immediately following the automobile incident.
3. City employees and representatives shall utilize the **City Incident Report** when reporting property and casualty incidents that occur within the City. This incident Report supplements, not supersedes any call to or investigation by the Department of Public Safety Fire and Police Departments.
4. All property and casualty incidents that result in damage to City property or injury on City property pertaining to the activities of City departments, its employees and agents shall be reported to the Director Risk and Safety for identification of risk and safety issues.
5. The Director of Risk and Safety shall report incidents to the City's insurance company for coverage determination per the terms and conditions of the City's insurance program if they fall within a reasonable reimbursement range for the City's insurance program .
6. The Director of Risk and Safety shall be responsible for bringing forward property and casualty issues to Safety Committee for safety programming and remediation.

B. Claims Handling:

1. All claims pertaining to the property and casualty activities of City departments, employees and agents will be directed to the Director Risk and Safety for identification of risk and safety issues.
2. The Director of Risk and Safety shall immediately report any City claim pertaining to City property for a coverage determination as soon as he/she is made aware and is practically possible.
3. The Director Risk and Safety will report claims made against the City by outside parties to its insurance company within forty-eight (48) hours of receipt of all of the information needed for claim submission.
4. The Director Risk and Safety will be responsible for the confidential record keeping of each claim and ensure any and all information as requested by the insurance company is received for a proper determination of proximate

cause and liability and shall be responsible for managing the communication between the claimant and the City in coordination with the City's insurance company as appropriate.

C. Litigation:

1. The City Attorney's Office is charged with receiving notice of claim, summons, complaint or other legal notice of process lodged against the City who shall date and time stamp them.
2. The City Attorney's office will provide the Director Risk and Safety with a copy of every such document within twenty-four (24) hours of receipt.
3. The Director Risk and Safety will be responsible for submitting every notice of claim, summons and complaint or other notice of legal process to the City's insurance company to ensure coverage.
4. The Director of Risk and Safety has primary responsibility for the management and oversight of property and casualty claims and litigation.
5. The City Attorney and Director Risk and Safety will report to the City Council as may be appropriate regarding claims and litigation matters and related expense and indemnity reserves.



City of Saratoga Springs, NY

Incident Report

Date of Occurrence:	Time of Occurrence:	Date Reported:	Time Reported:
Employee's Name:			
Employee's Job Title:			
Specific Location of Incident:			
Condition of Area Where Incident Occurred:			
Weather Conditions:			
Character of Case: <input type="checkbox"/> INCIDENT <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> VISITOR PROPERTY DAMAGE <input type="checkbox"/> THEFT			
Description of Damages:			
City Property Damage:			
Visitor Property Damage:			
Vehicle Make:	Vehicle Model:	Vehicle Year:	Vehicle Owner/Operator:
Witnesses' Names/Addresses/Telephone Numbers:			
Employee Statement: (Briefly describe the nature of the accident and the circumstances that resulted in damage to Private or City owned property.)			
Supervisor's Statement:			
Police Report Filed By:		Date:	Case No.:
Supervisor's Signature:			
Department Head's Signature/Date:		Director of Risk and Safety Signature/Date:	

Part Three: Risk and Safety – Safety Committee Policies



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

REAFFIRMING THE CITY SAFETY COMMITTEE AND ITS MEMBERS

Mayor Joanne Yepsen
Commissioner John Franck
Commissioner Michele Madigan
Commissioner Anthony Scirocco
Commissioner Christian Mathiesen

WHEREAS, the City Council did originally establish a Safety Committee in 2002 with representation from all appropriate City departments to assist in the identification of and management of risk and safety issues on its behalf; and

WHEREAS, the City Council hereby reaffirms the importance of the City Safety Committee and its charge of protecting the welfare and safety of its employees, citizens and visitors on behalf of the City Council; and

WHEREAS, the City Council reaffirms the commitment of each City Department and the universal goal of providing a safe and healthful working environment for all City employees and the safety of the community at large; and

WHEREAS, the Safety Committee is charged with assisting the City Council in: providing a safe and healthy working environment for its employees in accordance with federal and state regulatory requirements; participating in the identification of and measurement of the risks facing the City and community at large; responding to and assisting in the resolution of risk and safety related inquiries and complaints from citizens, employees and/or employee bargaining units; assisting and responding to local, state and federal regulatory matters as they pertain to risk and safety issues; developing risk and safety programs in response to federal and state regulatory mandates and/or City insurance requests for correction; providing the City's Capital Budget Committee with annual requests for the repair, refurbishment and/or replacement of the City's buildings, equipment and/or property in accordance with the City's insurance loss prevention studies, Safety Committee recommendations, City Fire Department Inspections, and federal and/or state regulatory and compliance mandates; reviewing inspection reports and responding to recommendations, violations and fines as needed; providing risk and safety policy programming recommendations to City Council for adoption; and assist in implementing the risk and safety policy and emergency management programming as adopted by City Council; and

WHEREAS, the Director of Risk and Safety shall have the responsibility of chairing the City's Safety Committee and acting as its liaison as Safety and Compliance Officer of the City to ensure the City's risk and safety directives are carried out in accordance with this Safe City Program per the City Council's directives; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby establish the voting membership of the Safety Committee as follows: Director of Risk and Safety as Chairperson; City Engineer; Department of Public Works Business Manager; Information Technology Systems Manager; Zoning & Building Inspector; Fire Chief or his/her designee; Police Chief or his/her designee; Police Department Administrative Lieutenant; Human Resource Administrator; Administrative Director of Recreation; Administrator of Parks, Open Lands, Historic Preservation and Sustainability; Deputy Mayor; Deputy Commissioner of Accounts, Finance, Public Works and Public Safety; and one representative from each of the City's collective bargaining units. The City's Insurance Agent, the City Attorney, and the Civil Service Secretary shall serve as Ex-Officio Non-Voting Members and advisors to the Safety Committee.

Title: **Bloodborne Pathogen Exposure Control Program**

Date of Origin: **021508**

Responsible Party: **Safety Committee and Fire Department**

I. Policy:

To provide employees of the City of Saratoga Springs (hereinafter "City") with guidelines for preventing the contraction of the AIDS (HIV) virus, hepatitis B (HBV), hepatitis C (HCV), and other bloodborne pathogens. The safe performance of daily operations may be threatened by bloodborne pathogens that can be contracted through exposure to infected blood and other potentially infectious material. Therefore, it is the policy of the City to continuously provide employees with information and education on the prevention of these diseases provide up-to-date safety equipment and procedures that will minimize their risks of exposure and to institute post-exposure reporting, evaluation and treatment for all employees exposed to these diseases.

II. Definitions:

Exposure Control Plan: The written plan developed by the City and available to all employees that details the steps taken to eliminate or minimize exposure and evaluate the circumstances surrounding exposure incidents.

Blood: Means any human blood, human blood components (plasma, platelets, and serosanguinous fluids) and products made from human blood.

Body Fluids: Includes blood, semen, breast milk and vaginal fluids or other secretions that might contain these fluids such as saliva, vomit, urine or feces.

Bloodborne Pathogens: Means any disease-producing microorganisms that are present in human blood or OPIM (other potentially infectious materials) and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV).

HIV & AIDS: The human immunodeficiency virus (HIV), which causes the acquired immunodeficiency syndrome (AIDS). AIDS results from the progressive destruction of an individual's immune system, the body's defense against disease. The virus that causes AIDS is transmitted through sexual contact, exposure to infected blood (or blood components), and from mother to child during pregnancy through amniotic (around the baby) fluid.

Hepatitis B and Hepatitis C: HBV and HCV are viruses that cause liver damage, which may range in severity from mild and inapparent to severe or fatal. These viruses are transmitted through blood (or blood components), semen, vaginal secretions, and saliva contaminated with blood.

Contaminated: Means the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.

Contaminated Sharps: Means any contaminated object that can penetrate the skin, including but not limited to, needles, knives, scalpels, broken glass, broken capillary tubes, and exposed ends of dental wire.

Engineering Controls: Are controls that isolate or remove the bloodborne pathogens hazard from the workplace; i.e., sharps disposal containers, self-sheathing needles, etc.

Exposure Incident: Means a specific eye, mouth, other mucous membrane, non-intact skin, or parental contact with blood or other potentially infectious materials that result from performance of an employee's duties.

Occupational Exposure: Means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.

OPIM: Means other potentially infectious materials to include the following human body fluids or tissues:

1. Semen or vaginal secretions;
2. Cerebrospinal fluid (around the brain), synovial fluid (around the joints), pleural fluid (around the lung), pericardial fluid (around the heart), peritoneal or amniotic fluid (around the baby), or saliva in dental procedures;
3. Any body fluid that is visibly contaminated by blood;
4. Any unfixed tissue or organ from a human (living or dead) and

5. All body fluids in situations where it is difficult or impossible to differentiate between body fluids.

Parenteral: Means piercing mucous membranes or the skin barrier through such events as needle sticks, human bites, cuts and abrasions.

Personal Protective Equipment: The specialized clothing or equipment worn or used by employees for protection against the hazards of infection. This does not include standard issue uniforms and work clothes without special protective qualities.

Universal Precautions: Procedures promulgated by the Center for Disease Control (CDC) that emphasize precautions based on the assumption that all blood and body fluids are potentially infectious of the AIDS (HIV) and hepatitis B (HBV) viruses.

Work Practice Controls: Are controls that reduce the likelihood of exposure by altering the manner in which a task is performed; i.e., prohibiting recapping of needles by a two handed technique.

III. Procedures:

A. General Disease Prevention Guidelines:

1. The City's exposure control plan shall provide the overall strategy for limiting occupational exposure to bloodborne pathogens and responding to potential exposure incidents.
2. The City subscribes to the principles and practices for prevention of bloodborne pathogen exposure as detailed in the "Universal Precautions" prescribed by the CDC and the federal regulations of the Occupational Safety and Health Administration.

B. Workplace Controls & Personal Protective Equipment:

1. In order to minimize potential exposure, employees should assume that all persons are potential carriers of bloodborne pathogens and universal precautions should be implemented for all contacts.
2. When appropriate protective equipment is available, no employee shall refuse to physically assist any person who may carry the HIV, HBV, or HCV.
3. Employees shall use protective gear under all appropriate circumstances unless the employee can demonstrate that in a specific instance, its use would have prevented the effective delivery of emergency health care or would have imposed an increased hazard to his/her safety or the safety of another person. Any such instances shall be reported by the employee and shall be investigated and appropriately documented to determine if changes could be instituted to prevent similar occurrences in the future.
4. Disposable gloves shall be worn when handling any persons, clothing or equipment with body fluids on them.
5. Masks in combination with eye protection devices, such as glasses with solid side shields or chin-length face shields, shall be worn whenever splashes, spray, spatter or droplets of potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonably anticipated.
6. Plastic mouthpieces or other authorized barrier/resuscitation devices shall be used whenever an employee performs CPR or mouth-to-mouth resuscitation.
7. All sharp instruments such as knives, scalpels and needles shall be considered contaminated items which should be handled with extraordinary care, and shall be placed in the appropriately provided puncture-resistant container.
 - a. Needles shall not be recapped, bent, broken, removed from a disposable syringe or otherwise manipulated by hand.
 - b. Needles shall be placed in department provided, puncture resistant, and leak proof containers marked as biohazard, when collected for evidence, disposal or transportation purposes.
8. Employees shall not smoke, eat, drink or apply makeup around body fluid spills or containers with such contents.

C. Housekeeping:

1. Supervisors and their subordinates are responsible for the maintenance of a clean and sanitary workplace during the absence of personnel normally assigned this responsibility, and shall conduct periodic inspections, as necessary, to ensure that these conditions are maintained.
2. Supervisory personnel shall make a determination when cleaning and conducting decontamination within the facility or work environment as may be necessary after any such occurrence and assign the appropriate personnel.
3. All equipment and work surfaces must be cleaned and decontaminated after contact with blood and other potentially infectious materials as described in this policy.
4. Any protective covering used in providing emergency medical assistance operations for covering surfaces or equipment shall be removed or replaced as soon as possible following actual or possible contamination.

5. Bins, pails and similar receptacles used to hold actual or potentially contaminated items shall be labeled as biohazard, lined with marked biohazard bags and decontaminated as soon as feasible following contamination as well as inspected and decontaminated on a regularly scheduled basis.
6. Broken and potentially contaminated glassware, needles or other sharp instruments shall not be retrieved by hand but by other mechanical means and shall not be stored in a manner that requires that they be retrieved manually.
7. Employees shall remove clothing that has been contaminated with bodily fluids as soon as practical and with as little handling as possible. Any contacted skin area shall be cleansed in the prescribed fashion.
8. Contaminated laundry and personal protective equipment shall be bagged or containerized at the location where it is used in department approved leak proof containers but shall not be sorted, rinsed or cleaned at that location. (I.E. contaminated disposable gloves and glasses at scene of an incident shall be bagged and properly disposed of in an appropriate container at a Department specified location.)
9. Only employees specifically designated by the supervisory personnel shall empty or discard actual or potentially contaminated waste materials from a department provided container located on site. All such disposal shall conform to established federal, state and local regulations.

D. Disinfection:

1. Any unprotected skin surfaces that come into contact with body fluids shall be thoroughly washed as soon as possible with hot running water and soap at least 15 seconds before rinsing and drying.
 - a. Alcohol or antiseptic towelettes may be used where soap and water are unavailable.
 - b. Disposable gloves should be rinsed before removal and hands and forearms should then be washed.
 - c. Skin surfaces shall be washed as soon as feasible following the removal of any protective equipment.
 - d. All open cuts and abrasions shall be covered with waterproof bandages before reporting to duty.
2. Mucous membranes that come into contact with blood or body fluids shall be thoroughly flushed with cool tap water as soon as possible after the exposure.
3. Disinfection procedures shall be initiated whenever body fluids are spilled or an individual with body fluids or his person is transported in a department vehicle as follows:
 - a. A supervisor shall be notified and the vehicle taken to a City garage facility as soon as possible.
 - b. Affected vehicles shall be immediately designated with the posting of an appropriate biohazard warning sign upon arrival at a City garage while awaiting disinfection. The warning sign should identify the areas that are contaminated whenever such is not personally communicated to the personnel responsible for cleaning and disinfecting the vehicle.
 - c. Service garage personnel shall wear the appropriate protective equipment while engaging in cleanup and disinfection of a vehicle which has been contaminated with body fluid spills. They shall remove any excess body fluids from the vehicle with an absorbent cloth, paying special attention to any cracks, crevices or seams that may be holding fluids.
 - d. The affected areas should be disinfected using hot water and approved germicidal detergent and allowed to air dry.
4. Non-disposable equipment and surfaces upon which body fluids have been spilled shall be disinfected as follows:
 - a. Put on appropriate protective gloves and other equipment necessary for cleanup.
 - b. Wear eye and face protection if there is risk of splashing.
 - c. Wear shoe covers if the amount of contaminated fluid is great.
 - d. Wipe up any excess body fluids with disposable absorbent materials.
 - e. Department provided one step germicidal detergent shall be used to clean the area or equipment. The area may then be sprayed with hospital disinfectant and deodorant in accordance with their labeled directions for use.
 - f. Upon completion of the cleanup procedure, remove contaminated items and place in the City-approved containers.
 - g. Always remove protective gloves last, washing hands in the appropriate manner after removal.
5. Uniforms or any other work related article of clothing upon which body fluids have been spilled shall be removed without unnecessary delay in the appropriate manner, double bagged in a City approved leak proof container and clearly marked as biohazard.
6. An incident report detailing the circumstances of contamination shall be forwarded to the Department Head and Office of Risk and Safety. The contaminated clothing will be sent out for professional cleaning by the Department in question.

E. Supplies:

1. Supervisors are responsible for continuously maintaining an adequate supply of disease control supplies in a convenient location for all affected personnel in their department. This includes, but is not limited to, ensuring that:
 - a. Personal protective equipment in appropriate sizes, quantities and locations are available; and
 - b. First aid supplies and disinfecting materials are readily available at all times.

2. Those employees who have responsibility for the provision of emergency medical services shall be issued communicable disease personal protective equipment for use as needed in their assignments. These supplies will include disposable gloves, reusable utility gloves, face/eye protective devices, barrier resuscitation pocket mask and liquid health care personal hand rinse.

F. Vaccination:

1. An employee of the City who is determined to be at risk for occupational exposure to the hepatitis B virus shall be provided with the opportunity to take the HBV vaccination series and Hepatitis B Antibody testing. The vaccination and testing shall be at no cost per federal regulatory guidelines.
2. An HBV vaccination shall be provided to any employee determined to be at risk, if they so desire, only if the employee has not previously received the vaccination series. HBV vaccination shall not be provided to an employee if such is deemed inadvisable for medical reasons by competent medical authority or the member declines, in writing, on the proscribed form.

G. Exposure, Evaluation & Treatment:

1. A bloodborne exposure incident occurs when an employee is exposed to the blood or "OPIM" (other potentially infectious material as defined in sub. III.J of this policy) of another person which effects any body orifice (mouth, eyes, ears, etc.) or skin openings (open cut, etc.) of the employee.
2. Any employee who meets the exposure criteria as outlined above, shall report such exposure without unnecessary delay to a supervisor and implement universal precautions outlined in the exposure control plan such as disinfection of affected body areas and equipment, and removal of clothing soiled with body fluids.
3. The supervisor, upon ascertaining that the employee's exposure does meet the bloodborne exposure incident criteria, shall:
 - a. Provide the employee with the appropriate Incident forms and instruct the employee to proceed with the forms to a medical facility providing emergency care;
 - b. Notify the Office of Risk and Safety in writing about the exposure incident, including all pertinent data. If the supervisor receives a completed medical evaluation form, he shall immediately forward it to the Office of Risk and Safety;
 - c. Ensure that the appropriate personnel have disinfected all equipment and department areas as soon as possible.
 - d. Ensure that the proper City Incident report and Workers Compensation Injury Report are completed, detailing the occupational exposure.
4. The City shall ensure continued testing of the exposed employee for evidence of infection and provide psychological counseling as determined necessary by the health care official. It shall be the responsibility of the exposed employee to schedule all follow-up examinations, testing and medical treatment as deemed necessary and associated with the exposure incident.
5. The employee will receive the health care providers written opinion on the evaluation and information on any conditions resulting from the exposure that require further evaluation or treatment. Unless disclosure to an appropriate department official is authorized by the employee or by law, the employee's medical evaluation, test results and any follow-up procedures shall remain confidential.
6. Any person responsible for potentially exposing an employee of this City to a communicable disease shall be encouraged to undergo testing to determine if the person has a communicable disease. Upon conferring with the City Attorney, criminal charges may be sought against the person if they intentionally exposed an employee of this City to a communicable disease.
7. Employees who test positive for HIV, HBV or HCV may continue working as long as they maintain acceptable performance and do not pose a safety and health threat to themselves, the public or other employees of their Department.
 - a. Each department will make all work decisions concerning the employee's work status solely on the medical opinions and advice of the City's health care officials.
 - b. A department may require an employee to be examined by City health care officials to determine if he/she is able to perform his/her duties without hazard to himself/herself or others.
8. All employees of the City shall treat employees who have contracted a communicable disease fairly, courteously and with dignity.

H. Record Keeping:

1. The Supervising Officer shall complete Bloodborne Pathogen Exposure Incident Investigation Form 12a for every occupational exposure incident.
2. The Human Resource Administrator shall maintain an accurate record for each employee with occupational exposure that includes vaccination status, form 12a, and 12 series forms containing medical evaluation received from the medical facility. These records shall be filed by the Human Resource Administrator in the employee's

personnel file and be retained for the duration of the employee's employment plus thirty years in accordance with 29CFR 1910.20 and 29CFR1910.1030, and may not be disclosed or reported without the express written consent of the employee.

I. Training:

1. The City shall ensure that all employees with risk of occupational exposure are provided with instruction on prevention of bloodborne diseases prior to their initial assignment.
2. All affected employees shall receive department specific annual refresher training and additional training whenever job tasks or procedures are modified in a manner that may alter their risk of exposure.
3. All trainees shall have access to applicable federal and state regulations pertaining to the regulation of bloodborne pathogens.
4. The Office of Risk and Safety shall ensure that complete records are maintained on employee training to include information on the dates and content of training sessions, names and qualifications of persons conducting the training and the names and job titles of all persons attending the training sessions. These records shall be maintained as is required by law.

Reference: City of Saratoga Springs Police Department General Order Section 3.1 titled "*Bloodborne Disease Exposure Control*," Effective 03/29/2008.

Title: **Boiler & Machinery Maintenance Protocol**

Date of Origin: **021208**

Responsible Party: **Public Works and Fire Personnel**

I. Policy:

The City is insured for its boiler and machinery equipment. Regular boiler and machinery maintenance is required for the continued safe operation of this equipment. This policy sets the standard for boiler and machinery maintenance for all City owned and maintained boilers within the purview of the City's Department of Public Works and Public Safety.

The City hereby adopts the maintenance schedules advocated by its insurer and agrees to utilize the maintenance checklists published by its insurer.

II. Protocol:

1. A **"Boiler Maintenance Log"** shall be placed within close proximity to each boiler owned and maintained by the City. The Log shall be placed in a location that is clearly available for documentation purposes.
2. Each time a boiler is started, protocols provided by its insurer will be followed. At a minimum, the following will be checked on a monthly basis:
 - a. Boiler Burners: Equipment should be cleaned and adjusted to give maximum efficiency.
 - b. Boiler Heating Surfaces: All surfaces and internal parts should be cleaned of all deposits and debris. Fire Department Code requirements will be met for all Boiler Rooms.
 - c. Safety/Relief Valves: All valves will be tested for "freedom of operation."
 - d. Boiler Water Pipe Mineral Buildup: Suitable chemical treatments will be used to minimize the buildup of scale and to prevent corrosion.
 - e. Pressure and Temperature Controls and Gauges: All pressure and temperature gauges will be checked for satisfactory operation and adjusted or replaced as necessary.
 - f. Water Level Gauge: Water level gauges will be kept clean to indicate the proper water level at all times.
 - g. Pipe Fittings: Any leaking pipes or fittings located on the boiler or anywhere throughout the heating system will be repaired or replaced to prevent a loss of water.
 - h. Pipe Insulation: Pipes will be insulated to prevent freezing, condensation, and heat loss.
 - i. Fans and Pumps: All mechanical equipment will be checked for proper lubrication.
3. An entry will be made on the **"Boiler Maintenance Log"** on Monday of every month for each inspection conducted.
4. A **"Boiler Maintenance Log"** will be maintained at each City location having a heating boiler.
5. In the seventh month of each calendar year, the log shall be reviewed for boiler equipment refurbishment needs and monies will be budgeted as appropriate.
6. Repairs made to boilers will be documented in the **"Boiler Repair Maintenance Log"** kept at these same locations.



Building Contact Person/Telephone Number: _____

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Title: Confined Space: Permit Required Confined Space Program

Date of Origin: 121812

Responsible Party: Public Works and Fire Personnel

1. INTRODUCTION

Every year employees are killed as a result of hazardous conditions in confined spaces.

Approximately 60% of these fatalities are would-be rescuers who enter these spaces in an attempt to retrieve the fallen individual(s), only to be overcome and become victims themselves.

As part of routine maintenance activities many City of Saratoga Springs employees and contractors are required to enter potentially hazardous confined spaces

According to the U.S. Department of Labor, Occupational Safety and Health Administration's (OSHA) regulations, 29 CFR 1910.146, "Permit-Required Confined Spaces", a confined space is defined as any location that is large enough and so configured that an employee can bodily enter, has limited openings for entry and egress, and is not intended for continuous employee occupancy.

Confined spaces may have atmospheric conditions and/or physical hazards present and include: manholes, stacks, pipes, storage tanks, trailers, tank cars, pits, sumps, see, storm water bas, vaults, hoppers, and bins. In addition, limited access to these locations complicates the retrieval of anyone incapacitated.

This program is written in accordance with the Occupational Safety and Health Administration's (OSHA) regulations, 29 CFR 1910.146, "Permit-Required Confined Spaces." And New York State Public Employee Health and Safety (PESH) 12-9 Entering Confined Space.

2. POLICY STATEMENT

It is the policy of the City of Saratoga Springs to take every reasonable precaution to provide a work environment free from recognized hazards for its employees. Entry into a confined space will be in conformance with all Federal, and New York State laws, rules and regulations, as well as the City confined space program and accepted department policies. Whenever possible, work that can be performed without entering a confined space is considered the preferred method.

All confined spaces have been previously identified and properly classified as either a permit-required or non-permit-required. If a change in conditions occur within a non-permit required confined space (e.g. flooding, reconfiguration, contamination) it automatically becomes a permit-required confined space and all proper precautions must be taken.

A permit system has been established for all entries into permit-required confined spaces. Permit forms will be kept by the Department of Public Works and once completed will be kept on file for a minimum of six (6) years. Prior to entry of a permit-required confined space, an entry team consisting of at least one designated entrant, attendant and entry supervisor shall be established.

Atmospheric testing is required before entering any permit-required space. If a hazardous atmosphere is present, employees shall not enter the space until ventilation procedures have been carried out and testing reveals acceptable entry conditions based upon the NYS Department of Labor Public Employee Safety and Health Bureau's (PESH's) permissible exposure limits (PEL). Whenever possible, all atmospheric hazards will be completely eliminated before entry.

The City of Saratoga Springs will provide all equipment required for entry in accordance with 29 CFR 1910.146 and will ensure that all affected employees are trained and use the equipment properly. All required equipment will be maintained according to the manufacturer's recommendations by the department owning the equipment or by their designee. Effective communication procedures will be established between the entry team and the Fire Department prior to entry. All communication devices will be provided and maintained by the department owning the equipment. Training will be provided to any employee before they are assigned any duties related to permit-required confined space entry.

All contractors who will be entering permit-required confined spaces within City of Saratoga Springs will submit for approval their confined space entry program, employee training documentation, and agreement with their designated rescue service along with their bid and will be required to adhere to the requirements of 29 CFR 1910.146.

This program shall be evaluated annually as well as on an as needed basis if any situation warrants the task.

3. DEFINITIONS

Acceptable Entry Conditions: Conditions that must exist in a permit space to allow entry and to ensure that employees involved with a permit required confined space entry can safely enter, and work within the space.

Affected Employee: Any employee that performs any work related to confined space entry.

Attendant: An individual stationed outside one or more permit spaces who monitors the authorized entrant(s) and who performs all attendant duties assigned in our program.

Authorized Entrant: An individual who is trained and authorized (by our facility) to enter permit required spaces.

Blanking or Blinding: The absolute closure of a pipe, line or duct by the fastening of a solid plate (such as a spectacle blind or a skillet blind) that completely covers the bore and that is capable of withstanding the maximum pressure of the pipe, line or duct with no leakage beyond the plate.

Confined Space: A space that:

- Is large enough and so configured that an employee can bodily enter and perform assigned work; and
- Has limited or restricted means of entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, sewers, storm water basins and pits and spaces that may have limited means of entry); and
- Is not designed for continuous human occupancy

Contractor: A non-City employee being paid to perform work within City properties.

Entry: The act by which a person intentionally passes through an opening into a permit required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

Entry Permit: The written or printed document that is provided by the facility to allow and control entry into a permit space and that contains information specified in the confined space program.

Entry Supervisor: The person responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required. The entry supervisor can also serve as an attendant.

Hazardous Atmosphere: An atmosphere that may expose employees to the risk of death, incapacitation, impairment of abilities to self rescue (escape unaided from a permit space), injury, or acute illness from one or more of the following:

1. Flammable gas, vapor, or mist in excess of 10% of the Lower Flammable Level (LFL)
2. Airborne combustible dust at a concentration that meets or exceeds its LFL (Can be approximated where the dust obscures vision at a distance of 5 feet or less)
3. Atmospheric oxygen concentration below 19.5% or above 23.5%
4. Atmospheric concentration of any substance for which a dose or a permissible exposure limit is published in 29 CFR 1910 Subpart G, Occupational Health and Environmental Control or in Subpart Z, Toxic and Hazardous Substances.
5. Any other atmospheric condition that is Immediately Dangerous to Life or Health (IDLH)

Isolation: The process by which a permit space is removed from service and completely protected against the release of energy and material into the space by such means as blanking or blinding, misaligning or removing sections of lines, pipes, or ducts, lock out or tag out of all sources of energy or mechanical linkages.

Non-Permit Confined Space: A space that does not contain or have the potential to contain any hazard capable of causing death or serious physical harm.

Permit Required Confined Space: A confined space that has one or more of the following characteristics:

1. Contains or has the potential to contain a hazardous atmosphere;
2. Contains a material that has the potential for engulfing an entrant;

3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross section; or
4. Contains any other recognized serious safety or health hazard

Fire Department: City personnel designated to rescue employees from confined spaces.

Retrieval System: Equipment used for non-entry rescue of persons from a confined space.

Testing: Process by which the atmospheric hazards that may confront entrants of a space are identified and evaluated. testing includes specifying the tests that are to be performed in the space.

Vendor/Contractor: A non-City employee being paid to perform a service in our facility.

4. PURPOSE

The confined space written program outlines the practices and procedures to protect City employees and contractors/vendors from hazards associated with permit required confined space entry.

This program is written in accordance with the Occupational Safety and Health Administration's (OSHA) regulations, 29 CFR 1910.146, "Permit-Required Confined Spaces" and New York State Public Employee Health and Safety (PESH) 12-9 Entering Confined Space.

For confined space locations containing atmospheric or physical hazards that would impede self-rescue, the permit-required confined space procedures will apply.

The provisions of this program require the City to provide the means, procedures, training and equipment to mitigate hazard and verify compliance through the use of a written permit.

The confined space program will be available to all employees and their representatives for review.

5. SCOPE

This program pertain to all confined space locations required to be entered by City employee, contractor and all other individuals who are visiting or have business with the City of Saratoga Springs.

6. RESPONSIBILITIES

City of Saratoga Springs: is responsible for development and maintaining the confined space program. A master list of both permit and non-permit confined spaces shall be established and updated as necessary. The City is responsible for providing a confined space training program for entrants, attendants and entry supervisors which will enable employees to recognize potential hazards and take the appropriate actions to control those hazards. This training will be offered to all employees who have the potential to work in confined spaces. The confined space program shall be reviewed and updated annually.

Department Heads and Supervisors: are responsible for reviewing the locations within their respective areas to identify either known or suspect confined space locations. Each department head must ensure that appropriate personnel receive and maintain required confined space training. The contracting department will furnish any outside contractor/vendor a written copy of known hazards identified in any potential confined space work areas.

Employees: All City employees shall comply with all procedures outlined in this policy. All employees must complete training as required by their supervisors and follow the procedures as outlined in this program when entering a confined space. They should also assist in identifying potential confined space locations and hazards.

Contractors/Outside Vendors: Any work for the City at any City facility or off-site location must be conducted in accordance with all applicable regulations. Contractors must have a written confined space program that complies with all applicable regulations. All contractors must provide copies of their written program and employee training documentation along with their rescue agreement to the contracting department. Contractors are also responsible to supply all needed equipment to perform safe entry and/or rescue. When a contractor is required to enter or work in a permit required space, the contracting department will furnish a written copy of the known hazards identified in that space to the contractor.

7. PACE EVALUATION, CLASSIFICATION AND RECLASSIFICATION

All City permit-required spaces are identified (see Appendix A). This list will be reviewed and updated whenever there are changes affecting work conditions or when a new confined space is identified. If a new space is identified it will be considered a permit-required confined space until proven otherwise. If conditions change in a space causing the need for a reclassification, a supervisor must be notified and the Fire Department must assess the space. If a permit-required space can be declassified to a confined space due to the elimination of all hazards, it must be documented and changed in the inventory. If conditions change and a confined space becomes permit-required, all hazards must be documented and added to the inventory.

8. NON-PERMIT REQUIRED CONFINED SPACES

Entry into non-permit required confined spaces is not regulated. Employees are always required to evaluate the potential hazards of all jobs prior to beginning work. If any questions or concerns arise during the evaluation the employee should discuss the issue with their supervisor or department head.

9. PREVENTION OF UNAUTHORIZED ENTRY

Unauthorized entry into permit spaces shall be prevented. Prevention measures include training, signs, and security measures, all employees in or around confined spaces shall attend confined space awareness training.

10. PERMIT SYSTEM

The permit process guides the entry team through a systematic evaluation of the space to be entered. The permit should be used to establish and document appropriate entry conditions.

A confined space entry permit must be completed before approval can be given to enter a permit-required confined space. All members of the entry team are entitled to review the permit. A permit shall be kept at the job site for the duration of the job. Permits are only good for the specified duration, or an eight hour shift. Permits may not exceed the time required to complete a task. Once completed the entry supervisor must sign the permit to authorize entry. If a supervisor must be relieved of their duties, the permit shall be cancelled and a new permit must be filled out by new entry supervisor. All entrants must exit the space and conditions must be reassessed. If circumstances cause an interruption in the work or a change in the alarm conditions for which entry was approved, a new confined space entry permit must be completed.

Permits must be kept for at least six years and will be kept on file in the Department of Public Works. If hazardous conditions are found at a space or an incident has occurred a copy of the entry permit will be attached to the inventory documentation so that future entrants are aware of the hazards that they may encounter. The entry supervisor shall terminate the permit when the operations are complete or if a condition arises that constitutes any such condition shall be documented on the permit. All expired permits will be given to the program administrator. A copy of the permit can be found in Appendix B.

11. DUTIES OF THE ENTRY TEAM

Entry teams must be established prior to entry and consist of at least one attendant, one entrant and must have an entry supervisor.

A. ENTRY SUPERVISOR

The entry supervisor will:

1. Know and understand the hazards that may be faced during entry, including information on the signs or symptoms, and consequences of the exposure.
2. Verify, by checking that the appropriate notations have been made on the permit; that all tests specified by the permit have been conducted; and that all procedures and equipment specified by the permit are in place **before** endorsing the permit and allowing entry to begin.
3. Terminate the entry and cancel the permit when reasons for entering the space have been completed or when an unacceptable condition within the space or outside the space is detected.
4. Verify that the Fire Department is available and that the means of calling the Fire Department is operable. The entry supervisor will ensure that the attendant knows the method for summoning help if rescue is required.
5. Enforce this policy to ensure safe entry into any space identified as a permit-required confined space.

6. Determine that throughout the entry process, all responsibilities and functions remain consistent with safety, regardless of production requirements, time or cost.
7. Have the authority to stop work if they feel that the entry is unsafe for any reason.
8. Be trained to the proper level of responsibility.

If an Entry Supervisor must be relieved at any point during the entry, the permit must be cancelled by said entry supervisor. All entrants must evacuate the space and the new Entry Supervisor must assess the space and conditions with the entry team and a new permit.

B. ENTRANT

All entrants will know the following:

1. Verify that the Fire Department is available and that the means of calling the Fire Department is operable.
2. Hazards that may be faced during entry, including information on the mode, signs, or symptoms, and consequences of the exposure.
3. Proper use of equipment.
4. Means and methods of communication with the attendant.
5. Warning signs or symptoms of exposure to a dangerous situation, or the entrant detects a condition that would warrant immediate evacuation.
6. When self-rescue must occur by means of an order by the attendant or entry supervisor, when signs or symptoms of exposure are detected, or when any prohibited condition is recognized.

All entrants must be qualified for the task assigned, (electrical, welding etc.)

C. ATTENDANT

All attendants will:

1. Know the hazards that may be faced during entry or while in the space, including information on the mode, signs or symptoms, and consequences of the exposure to suspected hazards.
2. Be aware of possible behavioral effects of hazard exposure in authorized entrants.
3. Continuously maintain an accurate count of authorized entrants in the permit space and ensure that the means used to identify authorized entrants is precise at all times.
4. Remain outside the permit space during entry operations until relieved by another authorized attendant(s).
5. Communicate with authorized entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate the space when conditions warrant an immediate evacuation.
6. Monitor activities inside and outside the space to determine if it is safe for entrants to remain in the space and orders the authorized entrants to evacuate the permit space immediately under any of the following conditions:
 - a. If the attendant detects a hazardous condition.
 - b. If the attendant detects a change in the behavior of any authorized entrant which would suggest an exposure to a hazard.
 - c. If the attendant detects a situation outside the space that could endanger the authorized entrants.
 - d. If the attendant cannot effectively and safely perform all the duties required as outlined in this policy.
7. Summon rescue and other emergency services as the attendant determines that authorized entrants may need assistance to escape from permit space hazards.
8. Do the following when unauthorized person(s) approach or enter a permit space while entry is underway:
 - a. Warn the unauthorized person(s) that they must stay away from the permit space.
 - b. Advise the unauthorized persons they must exit immediately if they have entered the permit space.
 - c. Inform the authorized entrants and the entry supervisor, if unauthorized person have entered the permit space.
9. Perform non-entry rescue (rescue attempts that do not cause the attendant to break the plane of the entry to the space).

12. PERMIT REQUIRED CONFINED SPACE ENTRY

A. PREPARATION OF THE SPACE

1. An entry supervisor, attendant(s) and entrant(s) will be assigned. All personnel involved with the entry and their representative, can observe all aspects of the preparation.
2. The entry supervisor will brief the entrant(s) and attendant(s) on all aspects of the job.

3. At any time, the entry supervisor, the entrant and/or the attendant can either postpone or stop the entry due to a safety concern.
4. The entry team will be provided and will wear all appropriate personal protective equipment based upon the hazards present.
5. If the space is located on a roadway and will compromise traffic in any way, a temporary traffic control plan must be created and set up in accordance with the rules and regulations of the Manual of Uniform Traffic Control Devices (MUTCD).
6. A new permit will be opened and previous hazards encountered in the space will be reviewed from prior permits.
7. The air monitor shall be appropriately calibrated according to manufacturer's requirements and a bump test will occur prior to any entry. Battery life will be checked and must be at full capacity.
8. Air Monitoring around the space is required prior to opening the space and must be documented on the permit.
9. Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed.
10. Prior to opening the space, any entrances that will be open must be appropriately blocked to prevent accidental entry.
11. Upon opening the space, the oxygen content, flammable gases and vapors, and potential toxic air contaminants will be monitored and documented on permit using the provided gas monitors and be documented for every five feet of the space without breaking the plane.
12. If a hazardous atmosphere exists, continuous forced air ventilation is required throughout the duration of the entry. Entrants may not enter the space until acceptable entry conditions are confirmed. If acceptable entry conditions cannot be established and maintained, entry shall not be allowed.
13. Acceptable entry conditions are as follows:
 - Oxygen content: $\geq 19.5\%$ and $\leq 23.5\%$
 - Flammables: $\leq 10\%$ of the LEL
 - All toxic air contaminants must be less than the Public Employees Safety and Health Bureau's (PESH) permissible exposure limit.
 - Hydrogen sulfide must be less than 10 parts per million and carbon monoxide must be less than 35 parts per million.
14. All connecting lines, ducts and pipes connected to chemical, gas and utility sources will be broken and capped or blanked.
15. Heating devices (e.g. jackets, coils, mantels, etc.) will be rendered safe either through line breaking/blanking or electrical lockout/tagout.
16. All mechanical, hydraulic and electrical hazards (e.g. agitators, machine drives, electrical lines, etc.) will be controlled through lockout/tagout.
17. If water or sewage has collected in the space it shall be pumped out prior to entry if possible. If the source is a continuous flow, a pump will be required to continuously remove water or sewage and be watched closely by the entry supervisor or an attendant to be sure the pump is working properly throughout the duration of the entry.
18. The space will be rinsed and/or dried if there is a build-up of hazardous or slippery material on the walls of the space.
19. The space will be cooled down to 110 degrees Fahrenheit or less.
20. Safe access to the space will be provided.
21. Adequate lighting will be provided either through low voltage lighting or through 110 Volt plugged into a Ground Fault Circuit Interrupter (GFCI).
22. All tools and communication devices shall be checked to make sure that they are intrinsically safe if the potential exists for a flammable atmosphere.
23. Communication methods shall be established prior to entry between the entrant and attendant and will be selected based on the size, location and characteristics of the space. If the selected device has batteries, the batteries must be fully charged.
24. The Fire Department shall be notified prior to any entry. They must be informed of the time, location and hazards present.
25. All retrieval equipment must be inspected prior to entry. If there is a problem with any piece of equipment a supervisor must be notified and the equipment must be taken out of service.
26. For vertical entries the retrieval system will be set-up at the entry point and will include a tripod, winch with fall protection, and a full body harness. Each authorized entrant shall use a chest or full body harness, with a retrieval line attached at the center of the entrant's back near shoulder level, above the entrant's head, or at another point which the employer can establish presents a profile small enough for the successful removal of the entrant.
27. If an entrant must unhook from the retrieval system for safety purposes, no hazardous atmosphere may exist and the rescue team must be on site.
28. If any other items such as tools need to be lowered into a space, a separate winch will be attached to the tripod and used for such purposes.

29. For horizontal entries or spaces where a tripod system cannot be used, wristlets may be used in lieu of the chest or full body harness if the employer can demonstrate that the use of a chest or full body harness is infeasible or creates a greater hazard and that the use of wristlets is the safest and most effective alternative.

B. PERMIT COMPLETION

1. The permit will be completed by the entry supervisor (See Appendix B)
2. All information requested on the permit will be completed by the entry supervisor or NA (not applicable) will be written in.
3. The time of permit issuance will always be written in. In no case will a permit remain valid for more than 8 hours. If the job runs past 8 hours, a new permit will be issued.
4. Expired permits will be returned to the program administrator.

C. ENTRY

1. All required equipment for entry including: communication, lighting, access, safety and rescue as well as the tools needed to accomplish the job will be available at the entrance.
2. Continuous space atmosphere monitoring will be established either by the attendant or by the entrant and will be documented every 15-30 minutes.
3. The attendant will stay in the immediate area of the entrance to the space and will stay in contact with the entrant.
4. The entry supervisor will formally approve the entry to begin. At any time during the job the entry supervisor, entrant or the attendant can cancel the permit and cause the entry to be either postponed or stopped due to safety concerns.
5. The attendant will document meter readings at intervals decided upon by the entry supervisor, but not longer than one hour.
6. The attendant will immediately communicate any exterior condition to the entrant that could affect her/his safety (e.g. fire alarm, severe weather, etc.)

D. ENTRY COMPLETION

1. The entry permit will be closed out by listing the time of space exit and any other pertinent information.
2. The Fire Department will be notified that the entry is complete.
3. The entry closure will be replaced.
4. Blanked and capped piping, tubing, ducts etc. will be re-attached.
5. Disconnected hydraulic, mechanical and/or electrical equipment will be reattached.
6. Lockout/tag outs will be released.
7. Operating personnel for the space will be notified that it can be returned to production (if applicable).
8. All safety and entry equipment will be cleaned, inspected and returned to storage locations.
9. The cancelled permit will be returned to the program administrator.

E. ALTERNATE ENTRY PROCEDURES

Under certain circumstances employers may use alternate entry procedures in place of full permit entry process. Alternate entry procedures can be considered for permit spaces that **only** have an actual or potential atmospheric hazard and **no other** serious hazards. To use these alternate procedures, employers must be able to provide data and other verification to support that the only potential hazard is atmospheric and that continuous forced air ventilation alone can maintain a safe atmosphere throughout the entry. Workers still must be trained, the space still must be monitored, and ventilation must be continuous.

Conditions for Use:

The City may use alternate procedures for entering a permit space under the following conditions:

1. Ventilation alone will maintain safe conditions.
2. Monitoring and inspection must be performed to ensure that conditions are safe.
3. If initial entry must be made in order to perform this inspection, it must be done under permit procedures.
4. The only hazard is an actual or potential hazardous atmosphere.
5. Certification with the date, location of the space and signature must be made available to entry personnel.

13. EQUIPMENT MAINTENANCE

1. All confined space equipment shall be maintained according to the manufacturer's requirements.
2. All equipment shall be inspected prior to each use and at the end of each use. Any equipment that does not pass inspection shall be taken out of service and (job title) shall be notified.
3. The equipment checklist found in Appendix C shall be used for each entry.
4. It is the responsibility of (job title) to ensure that all equipment is properly maintained.

14. FIRE DEPARTMENT

The City has made arrangements with the Fire Department to provide entry rescue services. The Fire Department's ability to respond to a rescue summons in a timely manner, considering the hazard(s) identified has been evaluated and is in place. The Fire Department has been provided a copy of the inventory and a copy of all applicable MSDS-GHS for each space. The Fire Department shall also be provided prior access to all spaces so that the Fire Department can develop and practice rescue operations.

The Fire Department will be contacted by calling 911.

Upon arrival the rescue team will be furnished with the permit and informed of any hazards present.

Regardless of the number of permit required confined space entries made, the Fire Department will be contacted at least annually to review the following information.

1. List of permit-required confined spaces.
2. The hazards of the spaces.
3. Procedures for entry.
4. Equipment available on site.
5. Training programs.

15. CONTRACTORS AND/OR VENDORS

Any work for the City at any City facility or off-site location must be conducted in accordance with all applicable regulations. Contractors must have a written confined space program that complies with all applicable regulations. All contractors must provide copies of their written program and employee training documentation along with their rescue agreement to the contracting department. Contractors are also responsible to supply all needed equipment to perform safe entry and/or rescue. When a contractor is required to enter or work in a permit required space, the contracting department will furnish a written copy of the known hazards identified in that space to the contractor.

Any contractor/vendors who will be engaged in a permit required confined space entry must, at a minimum, follow this procedure. Whenever a contractor will be involved in a permit-required confined space entry, a written plan for the entry will be submitted to the program administrator prior to the work being scheduled. The program administrator, or a designated employee who has been trained as an entry supervisor, will approve the contractor written plans. Prior to entry, the City's designee must inform the contractor if any hazards previously confronted in the space, apprise the contractor of any precautions or procedures that have been implemented for the protection of employees working near that space and coordinate any operations between the contractor and the City. At the conclusion of the entry, the City's designee will debrief the contractor regarding the permit space program followed and any hazards that were confronted or created in the space.

16. TRAINING

Training will be provided for all personnel who are attendants, entrants or entry supervisors as follows:

- Before the employee is assigned duties relating to permit required confined space entry;
- Before the employee's assigned duties change;
- Whenever there is a change in operations that presents a hazard that the employee has not been trained in previously;
- Whenever there is an indication that the procedure is not being followed safely and/or when there are indications that employee practices or knowledge do not meet the requirements.

Training shall establish proficiency in the duties required by the standard. All training will be certified in writing with the employee's name and the date of training in addition to an outline of material presented.



City of Saratoga Springs' Confined Space Assessment Form

Location of Space: _____
Type of Space: _____ Dimensions of Space: _____
Date of Assessment: _____ Inventory Number: _____

A. Confined Space Determination

1. Area was **NOT** designed for continuous human occupancy. ☐ YES ☐ NO
2. Area can be bodily entered and assigned work performed. ☐ YES ☐ NO
3. Area has limited and or/restricted means of access and egress. ☐ YES ☐ NO

If you answered yes to **ALL** of the above then the space has met the criteria for a confined space.
Please move on to the next section.

B. Permit Required Confined Space Determination

1. Does the space have or have the potential for a hazardous atmosphere? ☐ YES ☐ NO
If a hazardous atmosphere was detected, please mark the hazard(s) below:
☐ Oxygen Deficiency ☐ Oxygen Enrichment ☐ Explosive Gas/Vapor ☐ Explosive Dust
☐ Hydrogen Sulfide ☐ Carbon Monoxide ☐ Chlorine ☐ Other: _____
2. Does the space have the potential to engulf the entrant? ☐ YES ☐ NO
Please mark below if the hazard poses a potential for engulfment:
☐ Water ☐ Sand ☐ Soil ☐ Gravel/Loose Rock ☐ Sewage ☐ Oil ☐ Other: _____
3. Does the space have the potential to entrap the entrant? ☐ YES ☐ NO
4. Is there a potential for any other serious safety and health hazard? ☐ YES ☐ NO
If yes, please mark below:
☐ Electrical ☐ Moving Parts ☐ Slips and Trips ☐ Falling (deeper than 5 ft.) ☐ Heat ☐ Cold
☐ Skin or Eye Irritants ☐ Noise ☐ Chemicals ☐
Other: _____
5. How is the space entered?
☐ Fixed Ladder (circle one: good condition or needs repair) ☐ Stairs ☐ Portable Ladder
☐ Lowering Winch (separate from non-entry rescue equipment)
6. Will ventilation be required for the space?
☐ YES If YES: (check all that apply) ☐ Natural ☐ Forced Positive ☐ Forced Negative
☐ NO
7. Will the entrant need to detach from the lifeline requiring rescue to be on site? ☐ YES ☐ NO

C. Alternate Entry Procedure Determination

1. If parts 2-4 of Section B were marked YES, then alternate entry procedures are **NOT** allowed for the space.
2. Is the only hazard an actual or potential hazardous atmosphere? ☐ YES ☐ NO
If yes, will ventilation alone maintain safe conditions? ☐ YES ☐ NO

If yes has been marked for both questions in part 2, the space may use alternate entry procedures.
If at any time the space changes and other hazards are present, it is automatically a permit-required space again.

FINAL DETERMINATION: (Check All that Apply) ☐ Non-Permit Confined Space
☐ Permit-Required Confined Space ☐ Alternate Entry Procedures Allowed

City of Saratoga Springs' Confined Space Equipment Checklist

Location of Site:		
Date/Time of Operation:		
Supervisor in Charge:		
Personnel on Crew:		
Time Fire Department Notified of Activity:		
TRIPOD (If Used)	YES	NO
Is the Tripod set up and stabilized correctly?	<input type="checkbox"/>	<input type="checkbox"/>
Are the Winch and Fall Arrest Device and Cables routed correctly?	<input type="checkbox"/>	<input type="checkbox"/>
AIR CART (If Used)	YES	NO
Does the Air Cart have enough airlines and masks:		
For the initial Rescue Team members?	<input type="checkbox"/>	<input type="checkbox"/>
The Backup Team?	<input type="checkbox"/>	<input type="checkbox"/>
Are the air cylinders full?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have spare air cylinders on site?	<input type="checkbox"/>	<input type="checkbox"/>
Does the air regulator work?	<input type="checkbox"/>	<input type="checkbox"/>
Does the low air alarm work on the device? (reg set to 100psi)	<input type="checkbox"/>	<input type="checkbox"/>
Are the Scott SKA Paks full and serviceable?	<input type="checkbox"/>	<input type="checkbox"/>
Are masks and air lines in serviceable condition?	<input type="checkbox"/>	<input type="checkbox"/>
SCBA's (If Used)	YES	NO
Are there enough SCBA's available?	<input type="checkbox"/>	<input type="checkbox"/>
Are there Spare Cylinders on site?	<input type="checkbox"/>	<input type="checkbox"/>
Serviceable condition?	<input type="checkbox"/>	<input type="checkbox"/>
Ropes, Hardware and Harnesses	YES	NO
Are all ropes and hardware inspected and in good condition?	<input type="checkbox"/>	<input type="checkbox"/>
Are harnesses correctly sized for rescuers?	<input type="checkbox"/>	<input type="checkbox"/>
Air Monitoring Equipment	YES	NO
Do all Gas Meters have current calibration dates?	<input type="checkbox"/>	<input type="checkbox"/>
Are gas meters warmed up and bump tested as required in clean air?	<input type="checkbox"/>	<input type="checkbox"/>
Communications Equipment and Methods	YES	NO
Is your Communication Equipment adequate for the operation?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a way to maintain communication with the Rescue Team?	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Rescue Plan	YES	NO
Did you discuss Emergency Rescue Plans PRIOR to beginning?	<input type="checkbox"/>	<input type="checkbox"/>
Have you informed all team members of the rescue plan?	<input type="checkbox"/>	<input type="checkbox"/>
Have you informed the Fire Department of your confined space work?	<input type="checkbox"/>	<input type="checkbox"/>
Ventilation Fan(s)	YES	NO
Do you need a Ventilation Fan for your confined space work?	<input type="checkbox"/>	<input type="checkbox"/>
Will the fan provide adequate airflow for the space being ventilated?	<input type="checkbox"/>	<input type="checkbox"/>
Is the exhausted air being sent downwind from the rescuers and not towards the occupied area?	<input type="checkbox"/>	<input type="checkbox"/>
PPE	YES	NO
Are helmets and gloves available for each team member?	<input type="checkbox"/>	<input type="checkbox"/>
Does everyone know the Backup Team contact info?	<input type="checkbox"/>	<input type="checkbox"/>

City of Saratoga Springs' Entry Permit

Permit Space Location: _____

Purpose of Entry: _____

Entry

Permit Valid For Date: _____ to Date: _____

Time: _____ to Time: _____

PERMIT SPACE HAZARDS

Atmospheric	YES	NO
Oxygen Deficiency	<input type="checkbox"/>	<input type="checkbox"/>
Oxygen Enrichment	<input type="checkbox"/>	<input type="checkbox"/>
Explosive (Gas/Vapor)	<input type="checkbox"/>	<input type="checkbox"/>
Explosive Dust	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide	<input type="checkbox"/>	<input type="checkbox"/>
Hydrogen Sulfide	<input type="checkbox"/>	<input type="checkbox"/>
Other Toxic gases/vapors	<input type="checkbox"/>	<input type="checkbox"/>
Engulfment	<input type="checkbox"/>	<input type="checkbox"/>
Configuration (Entrapment)	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical	<input type="checkbox"/>	<input type="checkbox"/>
Substance Hazardous to Skin or Eyes	<input type="checkbox"/>	<input type="checkbox"/>
Heat Stress	<input type="checkbox"/>	<input type="checkbox"/>
Other Potential Hazards (e.g., radiation, noise, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

PERSONNEL

Entrant(s) Out	Time In	Time
_____	_____	_____
_____	_____	_____

Attendant(s): _____

Entrant Supervisor(s): _____

COMMUNICATION PROCEDURES USED BY ENTRANT(S) AND ATTENDANT(S) check all that apply

- ☐ Visual ☐ Rope ☐ Voice
☐ Radio ☐ Other
(specify) _____

RESCUE AND EMERGENCY SERVICES

Emergency
Services: _____ Phone: _____

Summoning Procedure:

CONTROLS/EQUIPMENT check all that apply

- ☐ Isolation ☐ Lockout/Tagout
☐ Blanking/Blinding
☐ Doubleblock and Bleed
☐ Line break/Misalignment
☐ Other _____

- ☐ Inerting
☐ Purge/Clean
☐ Methods for safe cover removal and securing area

- ☐ Atmospheric Testing
☐ Periodic (Give interval) _____
☐ Continuous

- ☐ Ventilation
☐ Natural
☐ Continuous forced air
☐ Local Exhaust

- ☐ Entry Equipment
☐ Ladders
☐ Other _____

- ☐ Personal Protective Equipment
☐ Respiratory
☐ SCBA
☐ SAR
☐ Air Purifying

- ☐ Protective Clothing (specify) _____
☐ Eye and Face protection
☐ Hearing protection

- ☐ Rescue and Retrieval Equipment
☐ Full body harness
☐ Lifeline
☐ Tripod w/mechanical winch
☐ Explosion proof lighting

- ☐ Non-sparking tools

- ☐ Intrinsically Safe Electrical Equipment & GFCI

- ☐ Communication Equipment
☐ Radio
☐ Phone
☐ Other _____

- ☐ Hot Work Permit

- ☐ Fire Extinguishers

RESCUE PROCEDURES

ENTRY PERMIT continued from front

ATMOSPHERIC TESTING RECORD

CONDITION	ACCEPTABLE LEVEL	PRE-ENTRY READINGS		ENTRY READINGS	
		Time Reading	Time Reading	Time Reading	Time Reading
Oxygen	19.5% - 23.5%	_____	_____	_____	_____
Explosive (Gas/Vapor)	<10%LFL	_____	_____	_____	_____
Explosive Dust	<LFL (5 ft. visibility)	_____	_____	_____	_____
Carbon Monoxide	50 ppm	_____	_____	_____	_____
Hydrogen Sulfide	10 ppm	_____	_____	_____	_____
		_____	_____	_____	_____
		_____	_____	_____	_____
		_____	_____	_____	_____
Other Hazards (e.g., Heat Stress)		_____	_____	_____	_____

Name(s) or Initials of Testers: _____

Testing Equipment Used: Type: _____

Serial Number: _____

Type: _____

Serial Number: _____

ENTRY AUTHORIZATION

ENTRY AUTHORIZED BY:

Name: _____ Time: _____

Signature: _____ Date: _____

ENTRY CANCELLATION

Entry Cancelled by: _____ Time: _____

Signature: _____ Date: _____

Reason for Cancellation:

☐ Entry Operation Completed

☐ Prohibited Condition Arose

☐ Specify/Other: _____

POST ENTRY PERMIT AT ENTRANCE TO PERMIT SPACE

Title: **Emergency Generator Maintenance Protocol**

Date of Origin: **051508**

Responsible Party: **Public Works and Fire Personnel**

I. Policy:

The City is insured for its emergency generator equipment. Regular emergency generator maintenance is required for the continued safe operation of this equipment. This policy sets the standard emergency generator maintenance for all City owned and maintained emergency generators within the purview of the City's Departments of Public Works and Public Safety. The City hereby adopts the maintenance schedules advocated by its manufacturer and agrees to utilize the maintenance checklists published by its manufacture.

II. Protocol:

1. A **"Emergency Generator Repair and Maintenance Log"** shall be kept by the City Electrician for all emergency generators owned and maintained by the City. The Log shall be placed in a location that is clearly available for documentation purposes.
2. Each time a generator is started for other than emergency situation, protocols provided by its manufacturer will be followed.
3. **Monthly and Pre-Startup Checks** as applicable:
 - a. Check coolant level in the radiator and fill if necessary.
 - b. Check for any alarms, record hours run and engine starts.
 - c. Check coolant heater.
 - d. Check and record fuel level
 - e. Check battery and battery charger
 - f. Check radiator hoses for wears & cracks.
 - g. Pull the dipstick and check oil level in the crankcase to ensure oil is clean and proper level.
 - h. Check gaskets, piping and gage lines.
 - i. Determine if plastic safety guards are in place and allow free operation of the generator.
 - j. Clean air louvers so that they are free to move.
 - k. Clean radiator core of dirt and debris.
4. **Operation Checks** when engine is running as applicable:
 - a. Listen for crankshaft knocking and/or unusual engine noise.
 - b. Remain with the engine to make sure all operating pressures and temperatures have stabilized and are within design parameters.
 - c. Examine instruments and controls to determine they are operating properly.
 - d. Check the coolant and antifreeze solutions for clarity and add or change as needed.
 - e. Inspect and tighten all electrical connections.
 - f. Change the oil in the machine annually or as needed.
 - g. Record the readings as part of a permanent operating record.
5. A monthly checklist will be filled out for all generators and entered in **"Emergency Generator Repair and Maintenance Log."** Repairs made to emergency generators will be documented in the **"Emergency Generator Repair and Maintenance Log."**
6. Each emergency generator owned and maintained by the City shall be tested on a quarterly basis unless an emergency power failure has occurred which triggers the use of the emergency generator. Such emergency generator use will constitute an official test of the system at that building location.
7. Emergency generators called into emergency service shall undergo a thorough evaluation and operational check as to its continued viability.
8. Each test of a City owned and/or maintained generator shall documented in the **"Emergency Generator Repair and Maintenance Log"** be presented to the City's Safety Committee on a quarterly basis after each regularly scheduled test.

Building Contact Person/Telephone Number: _____

[illegible]

Title: **Excavation and Trenching Safety Protocols**

Date of Origin: **071508**

Responsible Party: **Public Works Administration**

I. Policy:

The City is developing this program to assure the safety of employees who work in or around excavations as part of their job duties. It is designed to protect employees, and the general public who work or travel in the vicinity of excavations. This program complies with the requirements of the Occupational Safety and Health Administration (OSHA) regulations, 29 CFR 1926 (Construction), Subpart P. This program applies to excavation work on all properties or projects performed by City employees regardless of the job site location. This program applies to excavations formed by any man-made cut, cavity, trench, or depression in an earth surface formed by the removal of earth materials. There are minimal requirements for excavations less than four feet deep. Excavations greater than four feet deep require oversight by a competent person and routine evaluation of hazards and selected controls per OSHA regulations.

II. Definitions:

Accepted Engineering Practices: the standards of practice required by a registered professional engineer.

Bell-bottom pier hole: a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a belled shape.

Benching: a method of protecting employees from cave-in by excavating the sides of the excavation to form one or more horizontal steps, usually with vertical or near vertical surfaces between levels.

Cave-in: the movement of soil or rock into an excavation, or the loss of soil from under a trench shield or support system, in amounts large enough to trap, bury, or injure and immobilize a person.

Class A soil: cohesive soils with an unconfined, compressive strength of 1.5 ton per square foot (tsf) (144 kPa) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, no soil is Type A if:

- The soil is fissured; or
- The soil is subject to vibration from heavy traffic, pile driving, or similar effects; or
- The soil has been previously disturbed; or
- The soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or greater; or
- The material is subject to other factors that would require it to be classified as a less stable material.

Class B Soil: less cohesive soil (than class A) with an unconfined compressive strength greater than 0.5 tsf (48 kPa) but less than 1.5 tsf (144 kPa); or granular cohesionless soils including: angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam.

- Previously disturbed soils except those, which would otherwise be classed as Type C soil.
- Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration; or
- Dry rock that is not stable; or
- Material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H:1V), but only if the material would otherwise be classified as Type B.

Class C Soil: non-cohesive soil with an unconfined compressive strength of 0.5 tsf (48 kPa) or less; or granular soils including gravel, sand, and loamy sand; or submerged soil or soil from which water is freely seeping; or submerged rock that is not stable, or material in a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or steeper.

Competent person: one who has been trained to identify hazards in the workplace, or working conditions that are unsafe for employees, and who has the authority to have these hazards eliminated or controlled. ***In the case of this policy, the competent person shall be the working site supervisor who shall remain on site for the duration of the excavation and trenching project.***

Distress: the soil is in a condition where a cave-in is imminent or is likely to occur. Distress is evidenced by such phenomena as the development of: fissures in the face of or adjacent to an open excavation; the subsidence of the edge of an excavation; the slumping of material from the face or the bulging or heaving of material from the bottom of an excavation; the spalling of material from the face of an excavation; and raveling, i.e., small amounts of material such as pebbles or little clumps of material suddenly separating from the face of an excavation and trickling or rolling down into the excavation.

Face: the vertical or inclined earth surfaces formed as a result of earth removal.

Excavation: any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal.

Fissured: a soil material that has a tendency to break along definite planes of fracture with little resistance, or a material that exhibits open cracks, such as tension cracks, in an exposed surface.

Hazardous atmosphere: an atmosphere that is explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful that may cause death, illness, or injury.

Kickout: the accidental movement or failure of a cross brace in a protective system.

Layered system: two or more distinctly different soil or rock types arranged in layers. Micaceous seams or weakened planes in rock or shale are considered layered.

Maximum allowable slope: the steepest incline of an excavation face that is acceptable for the most favorable site conditions as protection against cave-ins, and is expressed as the ratio of horizontal distance to vertical rise (H:V).

Means of egress: the safe means for personnel to enter or exit.

Owner: refers to the owner of the underground installation (i.e. utility).

Protective system: a method of protecting personnel from cave-in, material falling or rolling from an excavation face into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

Spoil: soil removed from the excavation.

Stable rock: **natural** solid mineral matter that can be excavated with vertical sides and remain intact while exposed.

Surcharge: an excessive vertical load or weight caused by spoil, overburden, vehicles, equipment, or activities that may affect stability.

Trench: a narrow excavation (in relation to its length) made below the surface of the ground, typically long, deep, and not more than 15 feet wide (measured at the bottom of the excavation).

Trench box: a pre-built shielding system used to protect personnel in an excavation, which is designed to withstand cave-in.

Unconfined compressive strength: the load per unit area at which a soil will fail in compression. It can be determined by laboratory testing, or estimated in the field using a pocket penetrometer, by thumb penetration tests, and other methods.

III. Responsibilities:

1. City Responsibilities:
 - a. The City is expected to maintain a safe and healthy living, learning, and working environments for employees, and visitors to our City.
 - b. Any City department performing excavation work must appoint a "competent person(s)" to ensure compliance with this program.

- c. The department must ensure that any person designated as the “competent person(s)” must be knowledgeable in the responsibilities of what a competent person’s responsibilities are on site.
2. Competent Person(s) - Site Supervisor Responsibilities:
Competent persons designated by the department will perform the following tasks as mandated by OSHA at each job site:
 - a. Be familiar with soil analysis and determine the class of soil for each excavation.
 - b. Determine the appropriate protective system for potential cave in. Be familiar with protective systems and how to use them.
 - c. Determine appropriate elimination or control for all hazards, including protection from potential cave-in.
 - d. Conduct site inspections in accordance with the requirements outlined in this program and maintain necessary documentation.
 - e. Ensure appropriate personal protective equipment is provided and worn.
3. Employee(s) Responsibilities:
Employees who work in or around excavations must:
 - a. Follow the requirements of this program.
 - b. Attend required training.
 - c. Wear assigned personal protective equipment.
4. Contractors:
 - a. Contractors must comply with all local, state, and federal safety requirements, and must assure that all its employees performing work on behalf of the City have been suitably trained and are provided appropriate personal protective equipment per the OSHA requirements.
 - b. Contractors performing excavation work on behalf of the City must coordinate their work with Public Works Department personnel to assure related activities, such as utility identification, location, and shutdown are addressed.

IV. Training:

1. Employees Entering Excavations: Each employee required to enter an excavation greater than four feet deep must be reminded of the hazards regarding excavation and trenching and be reminded of the required methods of protection.
2. Employee Designated as the Worksite’s Competent Person(s): Designated departmental competent persons shall have responsibility of performing inspections and providing oversight to the project at hand. These designated competent person(s) shall have responsibility for the recognition and implementation of:
 - Hazards related to excavation work;
 - Work practices and selection of protective systems;
 - Methods of evaluating the site and conducting inspections;
 - Requirements of this program and any related programs; and
 - Emergency procedures.

V. General Requirements:

1. Contact DIGSAFELYNY at least 72 hours prior to the anticipated start date to have all utilities identified and marked.
2. Once the ticket has been cleared and all utilities located, digging may begin.
3. Appropriate authorities must be notified if a gas or other hazardous substance leak occurs during excavation activities.
4. If personnel will be entering the excavation, the designated competent person must determine the appropriate protective system for potential cave in.
5. In most cases, soils at locations throughout the City are considered to be class B soil. Best and safest practice is to assume the worst class of soil (class C) and implement appropriate protective systems for class C soil or use an appropriate trench box for the size and depth of the excavation.
6. Prior to personnel entering the excavation, and as necessary throughout the shift, the designated competent person must perform an excavation assessment to identify hazardous conditions and determine protective measures. This evaluation must be documented.
7. All hazards identified must be eliminated or controlled prior to personnel entering the excavation. The site evaluation shall be documented on the Excavation Assessment Form provided in this program.

VI. Excavation Assessment Form Instructions:

Instructions and guidance for performing the site evaluation and completing the [Excavation Assessment Form](#) (see Exhibit 1) are provided below:

1. **Location:** (specify the location of the excavation)
2. **Date/Time:** (specify the date and time that the excavation is being evaluated)
3. **DIGSAFENY Ticket Number:** (specify the ticket number given by the DIGSAFENY system verifying that notification and approval to dig has been given). DIGSAFENY must be contacted (call 1-800-962-7962) prior to digging regardless of anticipated depth or location in order to identify sewer, telephone, fuel, electric, water lines, fiber optics, etc. Clearance to dig may take up to 72 hours. Excavators are required to keep the ticket number with them on the job site.
4. **Date/time Cleared:** (specify the date and time that clearance was received)
5. **Excavation Depth:** (check one of the boxes for the anticipated depth of the excavation and follow the required action associated with the box checked)
 - ii. If "< 4 feet or personnel will not be entering" is checked, DIGSAFENY must be contacted only. The remainder of the form does not need to be completed provided there are no additional hazards.
 - iii. If "between 4 and 20 feet" is checked, all hazards must be identified and effectively controlled prior to personnel entering.
 - iv. If "> 20 feet" is checked, the competent person must contact the City Engineer for additional review and compliance assurance.
6. **Cave-in: any soil class:** If a trench box will be used, check this box. Soil does not have to be analyzed and classified. The trench box must be appropriate for the excavation depth and used according to manufacturer's recommendations.
7. **Cave-in: assume Class C:** If the excavation walls will be sloped or benched 1 ½ to 1 (34°), check this box. Note: This box cannot be checked if the excavation is a bell-bottom pier hole, protective systems for class C soil cannot be implemented, or timber or aluminum shoring will be installed.
8. **Cave-in: all other (includes class A or B soil, bell-bottom pier holes, and the use of aluminum or timber shoring systems):** If one of the two previous options cannot be selected and implemented, check this box. The City Engineer and/or his/her designee must be contacted for additional oversight, analysis, and review.
9. **Surface Encumbrances:** All equipment, materials, supplies, permanent installations (e.g. buildings, roadways), trees, brush, boulders, and other objects at the surface of the excavation that could present a hazard to personnel working in the excavation must be removed or supported, as necessary, to protect personnel. (Check either N/A for not applicable or not present, or "removed or supported" for those items moved at least two feet from the edge of the excavation or shored/supported.)
 - i. Materials piled, grouped, or stacked near the edge of an excavation must be stable and self-supporting.
10. **Underground Installations:** Arrangements must be made as necessary by the competent person with the appropriate utility agency for the protection, removal, shutdown, or relocation of underground installations identified by DIGSAFENY. (Check the appropriate control measure taken.)
 - i. Work on such installations shall only be conducted by authorized personnel (i.e. the owner of the installation).
 - ii. If it is not possible to establish the exact location of underground installations, the work may proceed with caution provided detection equipment or other safe and acceptable means (e.g. hand digging) are used to locate the utility as the excavation is opened and each underground installation is approached.
11. **Access/Egress:** Stairs, ladders, or ramps must be provided where personnel must enter excavations four feet or more in depth, and must comply with OSHA rules and regulations. The maximum distance of travel in an excavation to a means of egress shall not exceed 25 feet. (Check the appropriate box for the control measure selected.)
12. **Vehicular Traffic:** Excavations affecting vehicular traffic must be barricaded and warnings provided to oncoming traffic. Additional precautions for personnel (i.e. high visibility warning vests, hard hats, etc.) may be required. (Check the appropriate box for the control measure selected.)
 - i. Personnel designated to flag traffic must comply with the NYS Department of Transportation's guidelines for flagging.
13. **Falling Loads:** Personnel shall not be permitted underneath loads handled by lifting or digging equipment. All personnel are required to stand away from any vehicle being loaded or unloaded. (Check the box to verify that personnel have been informed to stay clear of loading equipment.)
 - i. Vehicle operators may remain in the cabs of vehicles being loaded or unloaded by lifting/digging equipment provided the vehicle cab is reinforced or otherwise adequately protected from impact.
14. **Mobile Equipment:** When mobile equipment is operated adjacent to the edge of an excavation, a warning system must be used when the operator does not have a clear and direct view of the edge of the excavation. The warning system may consist of barricades, hand or mechanical signals, signs/flags, or stop logs. If possible, the surface grade will slope away from the excavation. (Check the type of warning system to be used.)

- 15. Hazardous Atmospheres:** Atmospheric testing must be conducted in excavations over four feet deep **where a hazardous atmosphere could reasonably be expected to exist** (e.g. in or near landfill areas, near hazardous substance storage, near gas pipelines, when hazardous chemicals are used in the excavation, etc.). This determination is made by the competent person during excavation evaluation and/or inspection.
- Atmospheric monitoring must be performed using a properly calibrated, direct reading instrument with audible and visual alarms. Monitoring must be continuous where controls are used to reduce the level of atmospheric contaminants. Monitors must be maintained and calibrated in accordance with manufacturer's specifications. (Fill in the results of the atmospheric testing.)
 - Acceptable entry conditions for atmospheric hazards include:
 - Oxygen content between 19.5 and 23.5 percent.
 - Carbon monoxide (CO) concentration is less than 20 ppm.
 - Hydrogen sulfide (H₂S) concentration is less than 5ppm.
 - Lower explosive level is less than 10 percent.
 - Precautions must be taken to prevent personnel exposure when the limits expressed above are not met. These precautions include providing forced ventilation (preferred) or appropriate respiratory protection in accordance with City of Saratoga Springs' Fire Department's Respiratory Protection Program. (Check the appropriate box if respiratory protection or forced air ventilation is required.)
 - Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.
- 16. Water Accumulation:** Personnel are not permitted to work in excavations that contain, or are accumulating, water unless precautions have been taken to protect personnel from hazards posed by water accumulation. These precautions may include special support or shield systems to protect from cave-in, water removal by mechanical pump to control the level of accumulating water or the use of safety harnesses and lifelines. (Check the appropriate box for the control measure selected.)
- If water is controlled or prevented from accumulating by the use of water removal equipment, a person familiar with the equipment must monitor the equipment and operation.
 - If excavation work will interrupt the natural drainage of surface water, such as streams, diversion ditches, dikes, or other suitable means must be used to prevent surface water from entering the excavation. Precautions must also be taken to provide adequate drainage of the area adjacent to the excavation.
 - Excavations subject to runoff from heavy rains must be re-inspected by the competent person to determine if additional precautions should be taken.
- 17. Adjacent Structures:** Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of personnel.
- Excavations below the level of a base or footing of any foundation or retaining wall that could reasonably be expected to pose a hazard to personnel is not permitted unless:
 - A support system, such as underpinning, is provided to ensure the safety of personnel and the stability of the structure; or
 - A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or
 - A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.
 - Note: Where review or approval of a support system by a registered professional engineer is required, the competent person must secure this in writing before work begins. A copy of this approval must be provided to Risk and Safety Management.
- 18. Loose Rock or Soil:** Adequate protection must be provided to protect employees from loose rock, soil, or other materials that could pose a hazard by falling or rolling from an excavation face. Such protection may consist of:
- Scaling to remove loose material;
 - Installation of protective barricades, such as wire mesh or timber, at appropriate intervals on the face of the slope to stop and contain falling material; or
 - Benching sufficient to contain falling material.
 - Keeping materials/equipment at least two feet from the edge of the excavation.
 - Use of restraining devices for materials/equipment that are sufficient to prevent materials/equipment from falling or rolling into the excavation.
- 19. Fall Protection:** Standard guardrails, fences, or barricades must be provided for excavations adjacent to walkways, driveways, and other pedestrian or vehicle thoroughfares. Walkways or bridges for public and site personnel to cross over excavations must be provided when the excavation width is greater than 30 inches and depth is greater than four feet. Walkways or bridges must have standard guardrails and be at least 19 inches wide. If the walkway will serve the general public, it must be at least 36" wide, or the width of the building exit door(s), if serving as the

exit for that building, whichever is greater. Where personnel will be working or passing under such walkways, a toe board must be installed on the walkway.

- i. Wells, holes, pits, shafts, and similar excavations must be effectively barricaded or covered and posted as necessary to prevent unauthorized access. All temporary excavations of this type must be backfilled as soon as possible.

20. Security (overnight): Barricades and/or fencing to restrict access, warning signs, and adequate lighting must be provided as necessary to protect the public from sunset to sunrise.

21. Personal Protective Equipment: (Indicate minimum required PPE for entry into excavation.)

22. Entry Authorization: Once the competent person has evaluated site conditions and necessary control measures have been implemented, the competent person shall sign the Excavation Assessment Form and post it at the excavation entrance or other central location.

- i. Personnel shall not enter the excavation until this assessment has been completed, control measures implemented, and competent person signature is on the form!
- ii. All entrants should review the information provided on the assessment form so that hazards are known and protective measures are understood.
- iii. If any of the protective systems identified on the form have been altered, removed, or damaged, entry should not occur until the competent person has re-evaluated the situation and corrective measures implemented.

23. In Case of Emergency, Call 911 Immediately! Personnel shall have a means for contacting emergency services in the event of an emergency. When cell phones are primary means of contact, **584-1800** shall be dialed. When radio contact is the primary means of contact, personnel must be available at the base station with a phone system available.

VII. Protective Systems:

1. Personnel entering excavations greater than four feet deep shall be protected from cave-in by using an adequate sloping/benching system or an adequate support/ protection system.
2. Excavations less than four feet deep where examination of the ground by the competent person indicates a potential cave-in may require a protective system.
3. Protective systems shall be capable of resisting all loads that could reasonably be expected to be applied to the system.

A. Trench Boxes:

- (1.) Trench boxes are pre-built shield systems designed to manufacturer's instructions.
- (2.) These boxes must be used in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.
- (3.) Trench boxes must be used at a depth not greater than that for which they are designed.
- (4.) The shield must be installed in a safe manner to restrict lateral or other hazardous movement of the shield in the event of the application of sudden lateral loads (i.e. cave-in).
- (5.) The closer a properly constructed trench shield is to the trench wall, the less the chance that it could be dislodged by a lateral force.
- (6.) Personnel shall not be allowed in trench boxes when they are being installed, removed, or moved vertically or horizontally (where hazardous).

B. Sloping and Benching:

Sloping or benching system requirements are specified below for excavations between 4 and 20 feet deep:

- (1.) The preferred option is for the competent person to assume the most unstable class of soil, Class C, and slope/bench the sides to 1 ½ H to 1 V (34°).
- (2.) If the excavation site does not allow for sloping at a 34° angle and a trench box is not used, the competent person must test the soil to prove that it is actually class B soil (and not class C soil), and slope/bench the walls to 1 H to 1 V (45°).
- (3.) Personnel shall not be permitted to work above other personnel on the faces of sloped or benched systems except when personnel at lower levels are protected from the hazard of falling, rolling, or sliding material/equipment.

C. Support Systems:

Where pre-assembled shield systems and sloping/benching is not available or feasible, the competent person must implement an appropriate system designed to OSHA criteria. Examples of this include, but are not limited to: timber or aluminum hydraulic shoring), designed to tabulated data (i.e. manufacturer data or the use of tables and charts), or designed by a registered professional engineer – the City Engineer.

VIII. Inspections:

1. Daily Inspections:

- A. The competent person must conduct daily inspections of excavations, adjacent areas, and protective systems for evidence of a situation that could result in possible cave-in, protective structure failure, hazardous atmospheres, and verification that control measures remain in place are continue to be effective.
- B. Daily inspections must be conducted prior to personnel entering the excavation each day and as needed throughout the shift.
- C. Inspection is especially critical on Mondays, where rain or other changing conditions occurring over the weekend have deteriorated soil conditions and/or protective systems.
- D. If personnel will not be entering the excavation on a given day, inspection is not required.
- E. Note: There is no regulatory requirement stating that the competent person must be on site at all times; however, the competent person must be present to make those inspections necessary to identify situations that could result in hazardous conditions (e.g. possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions), and then to insure that corrective measures are taken. It is, therefore, subject to the conditions present at each individual worksite whether or not a competent person is required to be present at the job site at all times. The competent person must be available should situations arise that require attention.
- F. Where the competent person or personnel entering the excavation find evidence of a situation that could result in a possible cave-in, protective system failure, hazardous atmosphere, or other hazardous conditions, exposed personnel shall evacuate the excavation until the situation has been corrected.

2. Additional Inspections:

- A. Inspections shall also be made after each hazard-changing event, such as a heavy rainstorm.
- B. There is an **"Inspection Log"** provided on the back of the **Excavation Risk Assessment Form** for documenting inspections.

IX. Emergency Protocols:

A typical trench collapse involves three to five cubic yards of soil, or about 6,000 to 20,000 pounds! Hazardous effects include compression and asphyxiation. Typical extrication can take one to seven hours depending on the conditions of the cave in. Individuals should not place themselves at risk in order to save the life of another. Such situations too often lead to the death of the would-be-rescuer as well as the person originally in danger. It is the intent of this program to minimize the associated risks with excavation work and focus on accident prevention.

The City of Saratoga Springs' Fire Department is the designated response agency for cave in emergencies.

The first and most important action that can be taken in the event of a cave in is to activate the emergency response system by **CALLING 911**.

Take the following immediate action onsite while waiting for emergency personnel:

- If victim is not visible, try to identify the area where the victim most likely is located as closely as possible.
- Immediately request the City's vacuum if not on site already.
- Begin hand digging, if it is safe to approach the site of the collapse.
- DO NOT USE mechanical excavating equipment to dig the person out due to the potential for additional injury, crushing, or dismemberment.
- Designate ONE individual to meet the fire department upon their arrival and brief them on the situation.
- Assemble materials and equipment that may be beneficial during rescue operations, such as shovels, plywood/lumber, ladders, buckets, etc.
- Clear the area so that rescue personnel have access to the site.

X. Reporting:

- 1. All "Excavation Risk Assessment Forms" shall be filed with Risk and Safety Management upon the completion of each project.
- 2. The individual designated as the "Competent Person – Site Supervisor" for the project shall be responsible for completing the "Excavation Risk Assessment Form" and forwarding it to Risk and Safety.
- 3. Excavation Risk Assessment Reports shall be tracked and trended by the City Safety Committee.

XI. Compliance:

Every City employee working in an excavation and trenching project governed by this policy shall be expected to adhere to the OSHA, PESH and City standards as outlined herein. Failure to comply with these regulatory mandates shall result in disciplinary measures in accordance with the employee's collective bargaining agreement.

REFERENCES:

<http://www.ehss.vt.edu>: Excavation Safety

Published Sources:

Occupational Safety and Health Administration (OSHA) regulations are available online at www.osha.gov, 29 CFR 1926 Construction Standards, Subpart P

On-line Information:

OSHA at <http://www.osha.org>



City of Saratoga Springs' Excavation and Trenching Risk Assessment Form

PROJECT INFORMATION			
Location:		Date/Time:	
DIGSAFELYNY Ticket No:		Date/Time Cleared:	
Excavation Depth:		Required Actions:	
<input type="checkbox"/>	Less than 4 feet or personnel will not be entering	Contact DIGSAFELYNY only. Remainder of this assessment form does not need to be completed provided there are no additional hazards, such as potential cave-in, high traffic area, etc.	
<input type="checkbox"/>	Between 4 and 20 feet	Continue completing this form. Keep on file.	
<input type="checkbox"/>	>20 feet	Contact City Engineer for special requirements.	
HAZARD		SPECIFY CONTROL MEASURE (N/A IF NOT APPLICABLE)	
Cave-in: any soil class		<input type="checkbox"/> Trench Box (soil does not have to be classified)	
Cave-in: assume Class C		<input type="checkbox"/> Slope/bench 1 ½ H to 1 V (34°)	
Cave-in: all other situations		<input type="checkbox"/> Contact EHSS or Facilities Safety for guidance	
Surface Encumbrances		<input type="checkbox"/> N/A <input type="checkbox"/> Removed <input type="checkbox"/> Supported	
Underground Installations		<input type="checkbox"/> N/A <input type="checkbox"/> Protected/supported <input type="checkbox"/> Owner action required	
Access/Egress required at 4'		<input type="checkbox"/> N/A <input type="checkbox"/> Ladder <input type="checkbox"/> Ramp <input type="checkbox"/> Stairs (within 25')	
Vehicular Traffic		<input type="checkbox"/> N/A <input type="checkbox"/> Barricades <input type="checkbox"/> Signs <input type="checkbox"/> Flag person	
Falling Loads		<input type="checkbox"/> N/A <input type="checkbox"/> Personnel clear of equipment being loaded	
Mobile Equipment		<input type="checkbox"/> N/A <input type="checkbox"/> Barricade/stop log <input type="checkbox"/> Signs/flags <input type="checkbox"/> Signalman	
Hazardous Atmosphere ___ O ₂ , ___ CO, ___ H ₂ S, ___ LEL		<input type="checkbox"/> N/A <input type="checkbox"/> Forced air ventilation <input type="checkbox"/> Respiratory protection <input type="checkbox"/> Continuous air monitoring required	
Water Accumulation		<input type="checkbox"/> N/A <input type="checkbox"/> Pump <input type="checkbox"/> Safety harness with life line <input type="checkbox"/> Diversion <input type="checkbox"/> Drainage	
Adjacent Structures		<input type="checkbox"/> N/A <input type="checkbox"/> Shored <input type="checkbox"/> Braced <input type="checkbox"/> Underpinned <input type="checkbox"/> RPE review	
Loose Rock or Soil		<input type="checkbox"/> N/A <input type="checkbox"/> Spoil piles at least 2' from edge <input type="checkbox"/> Scaling <input type="checkbox"/> Protective barrier <input type="checkbox"/> Benching <input type="checkbox"/> Restraint device	
Fall Protection		<input type="checkbox"/> N/A <input type="checkbox"/> Barricades 6' from edge <input type="checkbox"/> Guardrails on walkways	
Security (overnight)		<input type="checkbox"/> N/A <input type="checkbox"/> Fencing/barricades <input type="checkbox"/> Holes covered <input type="checkbox"/> Warning signs <input type="checkbox"/> Lighting	
Personal Protective Equipment		<input type="checkbox"/> N/A <input type="checkbox"/> Work boots <input type="checkbox"/> Hard hat <input type="checkbox"/> Safety glasses	
ENTRY AUTHORIZATION			
Competent Person/Site Supervisor:			
In case of emergency:		<input type="checkbox"/> Dial 911 <input type="checkbox"/> Dial Pat Design <input type="checkbox"/> Radio base station	

City of Saratoga Springs' Excavation and Trenching Risk Assessment Form Cont.

Date/Time Weather	Inspection Results	Corrective Action(s) taken (describe):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):

SITE SUPERVISOR COMPLETING THIS FORM: _____

DATE _____

Title: Employee Identification Card Program 060110

Date of Origin: 032007

Responsible Party: Police Department and Safety Committee

I. Policy:

The Employee Identification Card Program is a supplementary program of the City of Saratoga Springs' Workplace Violence Prevention Program. This policy sets the standard for the issuance of employee identification cards to all those individuals employed by the City of Saratoga Springs (City) on a full time, part time and volunteer basis. The City of Saratoga Springs' Police Department shall be responsible for the ownership of the identification card hardware and software and shall have the responsibility of issuing identification cards on behalf of all City departments at the request of Civil Service and the Office of Risk and Safety.

II. Definitions:

City of Saratoga Springs Identification (ID) Card: An identification card provided by the City for the purpose of identifying those individuals who are employed by the City in a full time, part time or volunteer capacity.

Civilian Employee: An individual who is designated by Civil Service as qualified to perform a City department duty and who is employed on a regular and ongoing basis, is physically present in the performance of his/her duties and not a uniformed employee of the police or fire departments.

Department Head: Commissioner and/or Mayor for the purposes of this policy.

Fire Department Employee: An individual who is designated by Civil Service as qualified to perform fire department duties and who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties.

Full Time Employee: An individual who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties. This definition also includes those individuals employed as permanent part-time employees who are employed on a regular and ongoing basis and physically present in the performance of their job duties.

Police Department Employee: An individual who is designated by Civil Service as qualified to perform police department duties and who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties.

Issuing Official: The department head that is authorized to request the issuance, replacement, or surrender of an identification card for an individual within their department's employ.

Official Capacity: An individual while in the employ of the City conducting City business.

Property: Any property owned or leased by City of Saratoga Springs.

III. Procedure:

1. Every individual employed by the City will be issued an official City of Saratoga Springs' Identification Card.
2. The City's Identification Card technology will be maintained under the direct control of the City of Saratoga Springs Police Department. Civil Service, and the Office of Risk and Safety shall be given access to the Identification Card technology as is necessary to complete the requirements of this program.
3. The Police Department shall have the responsibility of issuing each new employee an Identification Card upon the request of Civil Service. The Identification Card must be worn prominently by all civilian staff on the employee's outer clothing between shoulder and waist with the photo side facing out when an employee is on duty and in the employ of the City on City business.
4. Police, Fire and Public Works field personnel will maintain identification cards per the protocols established within their respective departments.

5. Identification Cards will be used to:
 - a. Provide reliable and controlled identification.
 - b. Provide a cost-efficient and controlled method of obtaining access to certain areas of City owned, operated and/or maintained property.
 - c. Confirm to other members of the workforce the authorized presence of a person.
6. The face plate of civilian identification cards shall contain the following:
 - a. Name - (First, middle initial, last). If space for the full name is insufficient, the first name may be reduced to an initial. Hyphenated last names will be allowed.
 - b. Photograph - a full-face color image.
 - c. Job title.
 - d. Logo – City of Saratoga Springs, NY logo and name.
7. The face plate of fire department identification cards shall contain the following:
 - a. Name - (First, middle initial, last). If space for the full name is insufficient, the first name may be reduced to an initial. Hyphenated last names will be allowed.
 - b. Photograph - a full-face color image.
 - c. Paramedic Status
 - d. Employee Number
 - e. Position Rank
8. The face plate of police department identification cards shall contain the following:
 - a. Name - (First, middle initial, last). If space for the full name is insufficient, the first name may be reduced to an initial. Hyphenated last names will be allowed.
 - b. Photograph - a full-face color image.
 - c. Police Badge Number
 - d. Employee Number
 - e. Position Rank
9. The back of each employee identification card shall provide personal employment information relevant to the department in question.
10. The City's official Identification Card may not be defaced, pierced, or visually obstructed in any manner. Stickers, pins or other items affixed to the Identification Card will impair its purpose and performance.
11. The Identification Card shall be used solely by the individual to whom it is issued, and under no instances shall it be transferred to any other individual for use.
12. Lost, damaged, or stolen Identification Cards must be reported to the Office of Risk and Safety within seventy-two (72) hours of the determination of loss. Employees having lost, misplaced or had their identification card stolen shall be responsible for the cost of replacement.
13. Department Heads shall be responsible for enforcing this policy with regard to the employees assigned to their divisions in support of the City's Workplace Violence Program.

Title: **Emergency Evacuation Policy: City Owned Building**

Date of Origin: **020304**

Responsible Party: **All City Personnel**

I. Policy:

The City of Saratoga Springs is committed to provide a safe working environment for all of its employees. This policy details emergency evacuation procedures for City employees. It details measures for the notification of an emergency situation and the process by which an emergency evacuation should be conducted. The Office of Risk and Safety shall be the City representative having responsibility for the management and implementation of this plan in conjunction with representatives from the Department of Public Safety. An Emergency Situation requiring evacuation is defined as any event that poses immediate threat to the life, health and well being of any individual(s). In the event any person within a City building discovers an emergency, the following measures will be undertaken:

II. Emergency Protocols: What to do in an EMERGENCY:

Active Shooter: **If you are in a building when a shooting occurs, take the following steps:**

- Lock or barricade all doors. **KEEP OUT OF SIGHT.**
- **Call 911** to provide your location, report any injuries, or provide a description of the assailant(s) (e.g., name, number of suspects, gender, race, clothing, physical features, and type of weapon(s)).
- Move away from the windows and doors and stay low/behind available heavy objects.
- Turn cell phones to vibrate.
- Remain in the secured area until you are removed by law enforcement.
- Do not attempt to rescue anyone if it will further endanger persons within the secured area.
- If you encounter police officers follow their commands immediately and completely.

Bomb Threat: **If a bomb threat is received by phone, take the following steps:**

- Record info regarding the bomb threat and have it available for the police when they arrive.
- If your phone has a display, copy the number or letters on the window display.
- *The most crucial information you can obtain from the caller is detonation time, location, and appearance of the bomb.*
- Don't hang up. Have someone **call 911** from another phone. Give the phone number for the location that received the bomb threat.

If a ***bomb threat is received by note or email***, take the following steps:

- **Call 911.**
- Do not handle the note or erase the email.

If a ***suspicious object is found or arrives in the mail***, take the following steps:

- **Call 911.**
- Do not touch or move the object.
- Evacuate the immediate area.
- Stop anyone from entering where the object is located.

Signs of a suspicious package:

- No return address or excessive postage or an unexpected delivery
- Physical appearance including stains, strange odor or strange sounds

Evacuation procedures:

- Walk, don't run.
- Do not use elevators.
- Move a safe distance from the building.
- If you know of hazards or trapped persons, tell the nearest police officer.
- Do not re-enter the building.

Chemical, Radioactive, or Biological Spill: **In the event of a spill, take the following steps:**

- **Call 911.**
- Warn others nearby of the spill and avoid breathing vapors.
- Direct potentially contaminated people to stay in a controlled area.

- Do not allow others into the area, even to retrieve personal belongings.
- Do not spread contaminants. Take off your shoes before walking to other parts of the building.

Criminal Activity: If you become aware of criminal activity, take the following steps:

- **Call 911.**
- Do not attempt to apprehend or interfere with a criminal.
- Note the criminal's characteristics: height, weight, sex, race, age, clothing, weapon (if any), and direction and method of travel.
- If the criminal flees the scene in an automobile, note the license plate, make, model, color, and any other characteristics of the vehicle.

Fire: If you discover a fire, take the following steps:

- Manually activate the fire alarm.
- Immediately exit the building and close the door(s) behind you.
- Tell others in the area there is a fire.
- **Call 911** when you have reached safety.

If you are trapped during a fire, take the following steps:

- Wet and place cloth material around and under the door to prevent smoke from entering.
- Close as many doors as possible between you and the fire.
- Be prepared to signal someone outside, but do not break glass until absolutely necessary as smoke may be drawn into the room.

If caught in smoke, take the following steps:

- Drop to the floor and crawl toward an exit.
- Stay as low as possible.
- Take shallow breaths through your nose and use a shirt or towel as a filter.

Flooding: In the event of flooding, take the following steps:

- If it's safe to do so, turn off electrical equipment and secure experiments, vital equipment, records, and hazardous material by moving it to higher ground.
- Call 911 to report hazardous substances that may contaminate flood waters.
- Do not dump flood water down the storm drain unless doing so is approved by environmental health and safety staff.

Medical Emergencies: In the event of a medical emergency, take the following steps:

- **Call 911.** Do not move the person unless he or she is in danger.
- Avoid leaving the person except to summon help.

Power Outages: In the event of a major City-wide outage, take the following steps:

- Turn off lights and unplug all electrical equipment, including computers.
- Do not light candles or other flames.
- Call the Department of Public Works at 518-587-3550 ext 2544 during business hours or the Police Department at 518-584-1800 after hours to report a power outage.

Gas Smell: Inside the building

- **Call 911** and evacuate the area
- **Do Not** touch any electrical outlets or equipment
- Call the Department of Public Works at 518-587-3550 ext 2544 during business hours or the Police Department at 518-584-1800 after hours to report an odor of gas.

Workplace Violence: If you notice workplace violence, including intimidation, threats, physical attack or property damage, take the following steps:

- **Call 911** and immediately activate your panic button if you have one. Provide a location and description of the assailant or suspicious individual.
- Seek cover behind a locked door.

IV. Emergency Evacuation Protocol:

In the event any person within a City building discovers an emergency, the following measures will be undertaken:

1. A person who recognizes an emergency situation shall immediately notify everyone within his/her immediate proximity of the emergency situation and follow the guidelines established above. The person shall immediately call 911 and follow the directions for evacuation given by the Police Department.
2. The Police, Fire, Administrative Director of Recreation, senior staff on duty, and/or the Director of Risk and Safety shall have the authority of jointly and/or individually notifying building occupants that they should immediately evacuate the building per the protocols established by the Police and Fire Departments.
3. The City of Saratoga Springs Police and Fire Departments shall manage all evacuation proceedings and shall direct City employees as appropriate.

Upon receiving notification of the order to evacuate, all employees shall immediately vacate the building per the route given them by police and fire personnel.

4. Employees vacating City properties are required to meet members of their department for attendance purposes immediately after evacuation at the following locations:
 - City Hall Employees **Algonquin/North Broadway Parking Lot**
 - DPS Garage Employees: Parking Lot Adjacent to Building
 - DPW Garage Employees: Division Street School Parking Lot
 - Indoor Recreation Center Department Employees: Recreation Fields
 - Visitor Center Employees: Freihofer's Parking Lot
 - Weibel – Vernon Ice Rinks: Weibel Avenue Ice Rink Parking Lot
 - Excelsior Water Treatment Plant: North-West Corner of Lot - Blue Water Tower

In the event of inclement weather during an emergency evacuation, employees will meet at a designated location given by police/fire/risk and safety at the time of the incident.

5. **EVERY** employee will individually check in with his/her department supervisor upon being evacuated.
6. A Public Safety Representative shall be responsible for polling each *supervisor* to determine whether or not **EVERY** employee of the building has been fully evacuated.
7. A Public Safety Representative shall immediately notify the Police Department of any individual identified as being missing or unaccounted for at the time of the evacuation.
8. In the event the Police Department telephone lines are disabled, mobile and/or cellular telephones will be used for communication.
9. In the event that an individual cannot evacuate a City building, that individual shall group together with any other individuals present and await evacuation directions from the Police and/or Fire Department.
10. **No individual will be allowed back into a City building until the Police or Fire Departments have given the "ALL CLEAR."**

Title: Fleet Safety Program

Date of Origin: 110503

Responsible Party: Office of Risk and Safety and Safety Committee

I. General Policy:

The goal of the City of Saratoga Springs (City) is to do everything reasonable to prevent injury and/or property damage as a result of auto accidents involving employees, visitors and/or residents of the City. The City recognizes that the safety and well being of all City personnel is important for both humanitarian and economic reasons.

The City maintains a fleet of "motor vehicles" (defined for this Program as being any motorized vehicle requiring registration with the State of New York), for the express use of City officials and employees to conduct official City business. This Fleet Safety Program provides policy and protocol governing the use of motor vehicles within the City owned and operated fleet.

The Fleet Safety Policy shall be subject to the terms and conditions of any collective bargaining agreement in effect governing the relations between the City and its employees. In the event of any actual conflict between this Policy and any collective bargaining agreement the terms of the collective bargaining agreement shall govern.

Violation of this policy may subject employees to administrative action, up to and including formal disciplinary action resulting in termination of their employment, in accordance with Section 75 of the NYS Civil Service and/or City's collective bargaining agreements.

The US Department of Transportation's (DOT) Omnibus Transportation Employee Testing Act (OTETA) of 1991 requires the testing of certain employees for the misuse of alcohol and use of controlled substances. In accordance with the DOT and the Federal Motor Carrier Safety Administration (FMCSA) Regulations (49 CFR Parts 40 and 382), City employees who meet the requirements of the OTETA are subject to drug and alcohol testing.

Every City employee who is required to hold a Commercial Driver's License (CDL) and who operates a motor vehicle designed to transport sixteen (16) or more passengers (including the driver), or with a weight of 26,000 or more pounds, or is used to transport hazardous materials which require the motor vehicle to be placarded, is required by the OTETA to submit to the following tests:

- Pre-employment Testing(including those currently employed who are assigned safety-sensitive functions for the first time);
- Random Testing;
- Post-accident Testing per OTETA regulations;
- Reasonable Suspicion Testing;
- Return to Duty Testing; and/or
- Follow-up Testing.

II: Definitions:

Department Head: Commissioner of Accounts, Finance, Public Works, and Public Safety and/or the Mayor

At Fault Accident: An accident that has been determined to be the fault of the driver by a law enforcement agency per NYS Vehicle and Traffic Laws.

City Vehicle: a vehicle owned or leased by the City of Saratoga Springs.

Conditional License: Defined in Article 31§1196.7 of the NYS Vehicle and Traffic Law as a conditional license issued or privilege valid for use by the holder thereof: enroute to and from the holder's place of employment; if the holder's employment requires the operation of a motor vehicle as permitted; enroute to and from a class or an activity which is an authorized part of the alcohol and drug rehabilitation program and at which attendance is required; enroute to and from a class or course at an accredited school, college, or university or to a state approved institution of vocational or technical training; to or from court ordered probation activities; to and from a motor vehicle office for the transaction of business relating to such license or program; for a three hour consecutive daytime period, chosen by administrators of the program, on a day during which the participant is not engaged in usual employment or vocation; enroute to and from a medical examination or treatment as part of a necessary medical treatment for such participant or member of the participant's household, as evidenced by a written statement to that effect from a licensed practitioner; and enroute to

and from a place, including a school, at which a child or children of the holder are cared for on a regular basis and which is necessary for the holder to maintain such holder's employment or enrollment at an accredited school, college or university or at a state approved institution of vocational or technical training.

Ignition Interlocking Device: Defined in Article 31 §1198 of the NYS Vehicle and Traffic Law as a device, purchased and installed at the expense of the designated operator, that is connected to a motor vehicle ignition system and measures the alcohol content of the designated operator's breath. As a result, the vehicle with the attached ignition interlocking device cannot be started until the designated operator provides an acceptable breath sample.

NYS CDL: A New York State Commercial Driver's License allowing individuals to operate a vehicle in excess of 26,000 pounds Gross Vehicle Weight rating or for any size that is used to carry placardable amounts of hazardous materials.

NYS DMV: New York State Department of Motor Vehicles.

OTETA: Omnibus Transportation Employee Testing Act (OTETA) of 1991.

Restricted Use License: Defined in Article 21-A §530 of the New York Vehicle and Traffic Law to be a person whose driving license or privilege of operating a motor vehicle in NYS has been heretofore suspended or revoked pursuant to the provisions of Article 21-A §510 or whose driver's license or privilege has been revoked pursuant to Article 6 §318

Safety Sensitive as defined by OTETA: Safety sensitive functions including driving; waiting to be dispatched; inspecting, servicing or conditioning any commercial motor vehicle; at the controls of a commercial motor vehicle; on or in a commercial motor vehicle; loading or unloading a commercial motor vehicle (including assisting, attending, giving and getting receipts); performing driver requirements associated with an accident; or when the vehicle is disabled – repairing, getting help or staying with the vehicle.

Valid License: A NYS driver's license issued by the Department of Motor Vehicles that is not expired, suspended or revoked.

Weapon: For purposes of this Policy, "weapon" shall be defined as set forth in the description of items contained in New York State Penal Law §265.01(1) or (2).

III. Driver Qualification and Eligibility Standards:

A. Driver Qualifications:

1. New Hire Driver Qualifications:

An individual shall be declared ineligible for hire if the position he or she is applying for requires driving privileges and any of the following violations or infractions are present on his or her driving record:

- a. does not have a valid license or has a license that is a conditional or restricted; or
- b. has an ignition interlock device required by his or her license; or
- c. has any restrictions that would prevent the individual from legally or safely operating a motor vehicle assigned to him or her for work assignments; or
- d. has been convicted of any driving-related felonies in the last seven (7) years.

2. A City employee may drive a City vehicle as part of his or her employment if he or she:

- a. is at least eighteen (18) years old ; and
- b. has a valid license that is not a conditional license or a restricted use license; and
- c. has had his or her motor vehicle record reviewed by the Director of Risk and Safety per the terms and conditions of this program prior to being hired; and
- d. agrees to be enrolled in the New York State Department of Motor Vehicle License Event Notification Service (LENS) Program, thereby allowing the City to receive notification from LENS regarding the employee's driving record; and
- e. has no ignition interlock device required by his or her license; and
- f. has no restrictions that would prevent the employee from legally or safely operating a City vehicle assigned to him or her for work assignments.

B. Eligibility to Drive a City Vehicle:

A City employee shall no longer be eligible to drive a City vehicle as part of his or her employment if he or she:

1. has NYS Driver's license that is no longer a valid license, or is a conditional license, or is a restricted use license; or
2. refuses to continue to be enrolled in the New York State Department of Motor Vehicle License Event Notification Service (LENS) Program, thereby allowing the City to receive notification from LENS regarding the employee's driving record; or
3. has an ignition interlock device required by his or her license; or
4. has any restrictions that would prevent the employee from legally or safely operating a motor vehicle assigned to him or her for work assignments; or
5. has three (3) at fault accidents within a period of two (2) years; or
6. has been arrested and/or convicted for a violation of New York State Vehicle and Traffic Law section 1192 or any similar alcohol or drug related driving offense in another state; or
7. fails a drug test administered by the City pursuant to his or her employment or in relation to an accident.

C. Reinstatement of Driving Privileges:

1. In the event that an employee loses his or her eligibility to drive a City vehicle pursuant to Section Three, Paragraph B(5) hereinabove, said eligibility may be reinstated if the employee successfully completes an approved Driver Safety Course recognized by the NYS Department of Motor Vehicles and proof of same is provided to the employee's Department Head and the Director of Risk and Safety;
2. In the event an employee loses his or her eligibility to drive a City vehicle pursuant to Section Three, Paragraph B(6) hereinabove, said eligibility may be reinstated if the employee is found not guilty of the charged violation of New York State Vehicle and Traffic Law section 1192 or, if after being found guilty of the violation, said employee regains a valid license that is not a conditional license or restricted use license.
3. In the event an employee loses his or her eligibility to drive a City vehicle pursuant to Section Three, Paragraph B(7) and the employee has a NYS CDL, said eligibility may be reinstated pursuant to the procedures set forth in OTETA; or
4. In the event an employee loses his or her eligibility to drive a City vehicle pursuant to Section Three, Paragraph B(7) and the employee has a valid license which is not a NYS CDL, said eligibility may be reinstated after the employee is referred to the Employee Assistance Program (EAP) and successfully completes all recommendations of the EAP providers in a manner acceptable to the City's Human Resource Administrator and said acceptance is provided to the Director of Risk and Safety.

D. Repeat Offenses:

In the event an employee loses his or her eligibility to drive a City vehicle twice during any three (3) year period, the employee shall lose his or her eligibility to drive a City vehicle for a period of two (2) years from the date of the last loss of eligibility. The employee's eligibility to drive a City vehicle may be reinstated after the two year period only upon recommendation of the Safety Committee and approval of the City Council.

IV. Motor Vehicle Use Policy:

All drivers of City vehicles must observe New York State Vehicle and Traffic Laws and City's Fleet Safety Programming including but not limited to:

1. Wearing seat belts per New York State Vehicle and Traffic Laws;
2. Observing the City's Smoking Policy prohibiting any smoking when operating City equipment and vehicles;
3. Refraining from using a cell phone for talking or texting;
4. Refraining from using alcoholic beverages or drugs while operating City vehicles or equipment per the City's Substance Abuse Policy;
5. Observing the regulations concerning controlled substances and alcohol testing for NYS Commercial Driver's Licenses as governed by the NYS Department of Transportation and the NYS Vehicle and Traffic Laws;
6. Operating a City vehicle or equipment for the sole purpose of City business;
7. Allowing only City employees as passengers with the exception of the transport of individuals as it pertains to law enforcement and emergency medical services, or in the event of an emergency or with the permission of a Department Head;
8. Being personally responsible for any ticket issued by a law enforcement official as a result of a violation of the NYS Vehicle and Traffic Laws while driving a City vehicle;
9. Notifying the Director of Risk and Safety of the use of City:
 - a. law enforcement vehicles for authorized law enforcement activities outside of a one hundred (100) mile radius from City limits; or
 - b. fire and emergency management vehicles for authorized City business use outside of a fifty (50) mile radius from City limits; or
 - c. all other City vehicles for authorized City business use outside of the City limits.

10. At no time, EXCEPT for law enforcement in the performance of their official duties, have any weapon of any kind within his/her personal vehicle and/or a City motor vehicle while on City owned, leased or maintained property or in the course of his/her employment. (For the purposes of this Policy, "weapon" shall be defined as set forth in the description of items contained in New York State Penal Law §265.01(1) or (2). An employee who is identified as having a weapon of any kind in violation of this policy shall be immediately reported to the police for investigation.)

V. Vehicle Maintenance and Safety:

All drivers shall be required to adhere to their departmental vehicle maintenance and safety inspection guidelines. The City's mechanics or designated repair shops shall be responsible for the performance of routine maintenance (other than warranty items) and repair of all City motor vehicles and equipment including but not limited to:

1. Employees are required to conduct a vehicle maintenance and safety inspection for their assigned vehicle prior to and at the end of their use of the City vehicle and immediately report any known or suspected mechanical and physical defects to their supervisor.
2. Supervisors shall be responsible for enforcing the City's Fleet Safety Vehicle Maintenance and Safety Standards for the employees assigned to their work group.
3. Each City department shall be responsible for the documentation of scheduled and unscheduled maintenance on each City owned vehicle within its control. This documentation shall be available for review by the Director of Risk and Safety as needed in support of the City's Risk and Safety Program.
4. Each department shall be responsible for the establishment of a written scheduled (planned) preventive maintenance program for scheduling and maintaining records of service on each City vehicle.

VI. Accident Reporting:

Motor vehicle accidents are defined as any occurrence involving the operation of a City owned or leased motor vehicle, being operated by a City employee while engaged in the performance of his/her duties that result in death, physical injury or property damage that is deemed to be chargeable per the New York State Vehicle and Traffic Laws.

The following Rules of the Road apply to any accident involving a City employee and the motor vehicle he/she is assigned to:

1. Any accident involving a City motor vehicle must be IMMEDIATELY reported to the City Police Department.
2. The City's Police Department shall investigate all City accidents and provide completed accident reports to the Director of Risk and Safety.
3. Accidents are to be reported as soon as practical to the employee's supervisor. The employee's supervisor shall be responsible for notifying the Department Head and the Director of Risk and Safety as soon as practical after the accident and no later than the close of the following business day.
4. The employee involved in a City accident shall be mandated to immediately take a post-accident drug test in accordance with the applicable labor relations contract and/or OTETA regulations that is deemed to be chargeable per the New York State Vehicle and Traffic Laws.
5. The employee involved in the accident, and the employee's supervisor shall complete the City's Employee Incident Report. The employee's supervisor shall transmit the Employee Incident Report to the Director of Risk and Safety as soon as practical, but no later than the close of the following business day.



City of Saratoga Springs' Employee Accident Reporting Form

Date of Occurrence:	Time of Occurrence:	Date Reported:	Time Reported:
Employee's Name:			
Employee's Job Title:			
Specific Location of Accident:			
Condition of Area Where Accident Occurred:			
Weather Conditions:			
Character of Case:			
Description of Damages:			
City Property Damage:			
Visitor Property Damage:			
Vehicle Make:	Vehicle Model:	Vehicle Year:	Vehicle Owner/Operator:
Witnesses' Names/Addresses/Telephone Numbers:			
Employee Statement: (Briefly describe the nature of the accident and the circumstances that resulted in damage to Private or City owned property.)			
Supervisor's Statement:			
Police Report Filed By:		Date:	Case No.:
Supervisor's Signature:			
Department Head's Signature/Date:		Director of Risk and Safety Signature/Date:	

Title: Hazard Communication Program 121709

Date of Origin: 123103

Responsible Party: Risk and Safety

I. Policy:

The City of Saratoga Springs maintains a central database of Material Safety Data Sheets that are specific to building occupants and departmental responsibilities in accordance with the United States Department of Labor OSHA Hazard Communication Standard 29 CFR 1910.1200. This law requires the following of all public employers:

“The employer shall maintain in the workplace copies of the required material safety data sheets for each hazardous chemical and shall ensure that they are readily accessible during each work shift to employees when they are in their work area(s).”

“Where employees must travel between workplaces during a work shift, i.e., their work is carried out at more than one geographic location, the material safety data sheets may be kept at the primary workplace facility. In this situation, the employer shall ensure that employees can immediately obtain the required information in an emergency.”

Material Safety Data Sheets (MSDS) collected and indexed shall be maintained and communicated by the City Office of Risk and Safety on an annual and ongoing basis in support of the City’s “New York State Right to Know Law” Program.

II. Protocol:

1. Individual departments shall have the responsibility of informing the Office of Risk and Safety of the addition and/or deletion of any chemicals within a workplace.
2. The Office of Risk and Safety shall conduct an annual inventory of chemicals within City workplaces in November of each year.
3. A survey titled “City of Saratoga Springs MSDS Questionnaire” hereby attached as Exhibit A shall be sent to all department heads requesting the identification of chemicals and their manufacturers.
4. The Office of Risk and Safety shall in turn provide copies of Material Safety Data Sheets for those chemicals identified. The MSDS are to be kept in a binder titled “**City of Saratoga Springs Material Safety Data Sheets.**” Department Heads shall be responsible for including updated material in this binder and for making multiple copies as needed.
5. The Office of Risk and Safety shall maintain the central database for the City of Saratoga Springs’ Material Safety Data Sheets as part of the “NYS Right to Know Law Program.” Additionally, the Police Department, Fire Department, Department of Public Works Garage, Water Treatment Plant, and the Department of Public Safety Garage shall also maintain master MSDS Binders on site for MSDS within their control.
6. The Office of Risk and Safety shall be responsible for the annual education and distribution of the “New York State Right to Know Law” which shall conform to the materials mandated by the New York State Department of Labor herein attached as Exhibit B.
7. The Office of Risk and Safety shall be responsible for delivering an annual report to the City Safety Committee regarding the status of the **City’s Hazard Communication Program** and the education delivered to its employees.
8. The Office of Risk and Safety as Safety Officer shall be the liaison for questions pertaining to the City’s compliance with the “New York State Right To Know Law Program” and shall act as the City representative pertaining to “New York State Right To Know Law Program” issues.



City of Saratoga Springs'

Hazard Communications Program

NYS Right-to-Know Law Program

The *New York State Right-to-Know Law* requires all public employers to develop programs to inform employees of the potential hazards of chemicals found in the workplace. Employers have four areas of responsibility:

Notification: *Employers must inform employees of their rights to information, including possible health effects and hazards, concerning all toxic substances present in their workplace.*

Information: *Employers must respond to employee requests with specific information in written form concerning any toxic substance present in the workplace.*

Training: *Employers must train employees in the identity, properties and safe use of toxic substances they can expect to encounter in the course of their duties.*

Recordkeeping: *Employers must keep records of employees exposed to substances with enforceable exposure standards, OSHA Subpart Z.*

The City of Saratoga Springs has a formally established Hazard Communications Program that provides education on an annual basis. Its inventory of chemicals within the workplace is updated during the fourth quarter of each year. Updates to the City's MSDS Database are completed and distributed accordingly.

The City of Saratoga Springs maintains both an electronic and paper database of Material Safety Data Sheets within its workplaces. Each department is individually responsible for maintaining material safety datasheets as provided by Risk and Safety Management.

The City of Saratoga Springs' paper database is contained within individual departmental binders titled '*City of Saratoga Springs Material Safety Data Sheets.*'

The City of Saratoga Springs' electronic database may be found at the following Internet address:
<http://hq.msdsonline.com/saratogasp3291>

Should you require information on any chemical within your workplace, please document the chemical product name, its manufacturer, and its use within the workplace. Please send the inquiry to Office of Risk and Safety at the address listed below. Questions pertaining to the *City of Saratoga Springs' NYS Right-to-Know Program* should be addressed to:

Marilyn Rivers, Office of Risk and Safety
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866
Tel: (518) 587-3550 extension 2612
Email: Marilyn.Rivers@Saratoga-Springs.org

Title: Hazard Waste Management Program

Date of Origin: 122108

Responsible Party: Public Works

I. Policy:

The City of Saratoga Springs shall maintain a Waste Management Program in accordance with the New York State Department of Environmental Conservation Waste Management Regulations per 6 NYCRR Parts 370 Series as applicable to City operations. The goal of this program is to establish universal protocols in the disposal of waste accumulated throughout the City's operations.

II. Definitions:

Department Head: Commissioner, Mayor, Deputy Commissioner and/or Deputy Mayor.

The definitions as follows are directly taken from the NYS Department of Environmental Conservation Division of Solid and Hazardous Materials Hazardous Waste Report: Instructions and Forms. A complete listing of definitions as they pertain to 6 NYCRR Parts 370 Series may be found within this document for further reference to the required regulations.

Disposal: Final placement or destruction of toxic, radioactive, or other wastes: surplus or banned pesticides or other chemicals; polluted soils; and drums containing hazardous materials from removal actions or accidental releases. Disposal may be accomplished through the use of approved landfills, surface impoundment, land farming, deep well injection, ocean (water) dumping, or incineration.

Solid Waste: Materials ranging from municipal garbage to industrial wastes that contain complex and sometimes hazardous substances. Solid wastes also include sewage sludge, agricultural refuse, demolition wastes, and mining residues. Technically, solid waste also refers to liquids and gases in containers.

Universal Hazardous Waste: Any of the following hazardous wastes that are managed under the universal waste requirements of 6 NYCRR Subpart 374-3; or batteries, as described in 6 NYCRR 374-3.1(b); pesticides as described in 6 NYCRR 374-3.1(c); thermostats as described in 6 NYCRR 373-3.1(d); and lamps as described in 6 NYCRR Part 374-3.1(e).

III. Protocol:

1. Individual City departments shall collectively utilize the same waste contractors whenever possible in disposing of solid or universal waste. Waste management contractors shall be retained through the City's Purchasing policies and be contracted to dispose of the City's hazardous waste in its entirety and not its departmental parts.
2. Costs associated with the disposal of waste shall be individually borne by each department based upon the waste generated and be billed separately according to contract.
3. Every waste management contract executed by the City will contain a clause in which an annual waste management report is generated for the City's annual disposal history as whole with separate reports for each of its departments. These reports shall be directed to Department of Public Works who shall be responsible for the keeping of the reports and the distribution of the reports to the City Safety Committee and each individual department.
4. The Department of Public Works shall have the responsibility of managing the disposal of hazardous waste within the City per the NYS Department of Environmental Conservation Hazardous Waste Management Regulations.
5. Each Department Head shall be responsible for ensuring proper compliance for the disposal of hazardous wastes accumulated and disposed of in accordance with NYS Department of Environmental Conservation Hazardous Waste Reporting Regulations.
6. Each department shall dispose of all accumulated solid and universal waste generated by its departmental operations on an annual basis. The Department of Public Works shall establish the parameters of disposal to be utilized during this time period in cooperation with each Department Head.
7. Any solid or universal waste that may be disposed of as it is generated should be disposed of in accordance with the adopted City Waste Management Information Guidelines.

8. Each Department Head shall designate an individual to reconcile his/her department's Annual Waste Management Disposal Inventory in cooperation with the Department of Public Works as provided by the contracted vendor.
9. Any monies recouped through an individual department's recycling efforts shall stay with the department generating said waste and will count as a credit to the billed services for that department.
10. The Department of Public Works shall be responsible for managing a centralized database of the "*City of Saratoga Springs' Hazardous Waste Management Survey*" generated by each department pertaining to the management and disposal of hazardous waste generated and disposed of within each calendar year. These records shall be kept in accordance with the NYS Records Retention Schedules.
11. Chemicals inventoried shall be identified within the City's MSDS Database per the protocols established by the City's Hazard Communication Program.

City of Saratoga Springs' Common Generated Wastes and Acceptable Disposal Methods

Common Generated Wastes	Storage Area Prior to Disposal	Generally Accepted Disposal Protocols
Adhesives	No smoking area, flame proof area, dry conditions- preferable temperature between 5 degrees Celsius and 30 degrees Celsius	Empty containers should carefully be punctured or left open. Aerosol packages must have all pressure relieved before puncturing. Dispose of according to manufacturer's directions.
Ammunition	Ammunition should be stored separately in a locked container. Ammunition boxes should be ventilated.	Dispose of according to manufacturer guidelines or send to regional demolition facility for disposal.
Antifreeze	Store in original containers whenever possible. 16 gauge or lower or steel or plastic 205 litre drums in closed containers.	Contact a registered recycling or disposal facility for proper disposal.
Asphalt	Does the asphalt contain lead or an oil based contaminant? If yes, follow DEC guidelines for storage. If no, determine future usability and/or immediate disposal.	Does the asphalt contain lead or oil based products? If yes, follow DEC regulations for storage. If no, may be reused or used for clean dry fill in area designated by City.
Batteries: liquid	Cool and dry space (temperature should not exceed room temperature)	Follow NYS DEC Guidelines. Contact battery recycling companies for appropriate disposal. Disposal methods vary depending on battery manufacturer's instructions.
Batteries: solid	Store in cool and dry space. Atmosphere should not exceed room temperature.	Follow NYS DEC Guidelines. Contact battery recycling companies for appropriate disposal. Disposal methods vary depending on battery manufacturer's instructions.
Batteries: Rechargeable	Store in cool and dry space. Atmosphere should not exceed room temperature.	Nickel-Cadmium rechargeable batteries contain toxins, please recycle per manufacturer's instructions.
Batteries: telephone	Store in cool and dry space. Atmosphere should not exceed room temperature.	Battery Recycling Companies (Disposal Methods Vary Dependent on Battery Type and Manufacturer)
Bloodied clothes	Place in sealed plastic bag or container and then into a box. Label box with appropriate hazard label. If wet, place in a paper bag first before disposal.	Placed in a hygienic sealed container and discard or destroy in a hygienic matter per City's Bloodborne Pathogen Policy.
Cardboard	Store in a dry and cool place and away from flammable heat sources. Avoid bending, weakening, and storming near fire hazards.	Should be broken down so that it is flat and can be stacked. Tie together. Recycle. Follow local recycling regulations. Wet cardboard may be placed into the normal waste receptacle unless highly contaminated. If contaminated, collect and send to a central location for disposal in a safe and environmentally sound manner.
Carpeting	Store in cool, dry, clean, nonflammable area.	Try to sell back to the vendor for recycling. If carpeting is in "good condition and clean" take it to a building material reuse center for recycling. The padding should be separated from the fibers. Padding is easily recyclable. Fiber that cannot be recycled should go to the waste transfer station.
Compressed air cylinders	Store in a secure, dry, safe place, on a flat surface in the open air in a ventilated building. Clearly identify cylinder's content with the appropriate warning sign. If not designed to free stand, properly secure cylinder.	Cylinders should be degassed, devalved, and safely punctured. Cylinders that are not decommissioned appropriately should not be disposed of at waste transfer stations, metal recyclers, garbage trucks, or landfill sites - they must be collected separately. Disposal methods include gas cylinder exchange facilities, local dealers, and DEC clean out.
Computer hardware & electronics	Store in dry cool environment in heavy duty boxes safely away from destructive hazards.	Recycle whenever possible. Remove and destroy hard drive as it contains City data that may be confidential in nature. Donate if possible. Contact manufacturer or distributor for manufacturer recycle programs (E-Waste Recycling). If unable to recycle or re-use and computer does not contain any hazardous waste, dispose of in trash.
Computer monitors	Store in dry cool environment in heavy duty boxes safely away from destructive hazards.	Recycle whenever possible. Remove and destroy hard drive as it contains City data that may be confidential in nature. Donate if possible. Contact manufacturer or distributor for manufacturer recycle programs (E-Waste Recycling). If unable to recycle or re-use and computer does not contain any hazardous waste, dispose of in trash.

City of Saratoga Springs' Common Generated Wastes and Acceptable Disposal Methods

Common Generated Wastes	Storage Area Prior to Disposal	Generally Accepted Disposal Protocols
Concrete	Concrete is porous. Whenever possible, store in a cool dry environment.	If painted, determine if the paint used is lead based. If a non-lead based paint was used or if the concrete is unpainted, the concrete may go to the landfill or be recycled. If the concrete is paint with a lead based paint, follow DEC guideline for disposal. The lead based painted concrete cannot go to a landfill/
Contaminated soils	Avoid temporary stockpiling, but if necessary cover with plastic sheeting or tarps and install berm to prevent runoff. Do not stockpile near storm drains or watercourses. Remove any debris on exterior of transport vehicles or into excavation prior to vehicle leaving the exclusion zone.	Dispose according to regulations of the following agencies: USDOT, USEPA, NY-EPA, NY-OSHA and local regulatory agencies. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Copier toner cartridges	Keep cartridges in protective wrapping until placed in printer. If keeping empty cartridges to refill later, store in air tight container. Cartridge shelf life is 20-24 months. Store in cool dry location.	Used toner cartridges may be recycled or disposed of with normal trash. Many manufacturers and distributors of printing supplies will accept used toner cartridges for recycling. Dispose via normal refuse collections.
Demolition waste	Store on site of generation. Screen to prevent scatter and eyesore. Segregate waste in heaps to allow appropriate disposal.	Sample test for hazardous waste and dispose of appropriately. Reuse, recycle or transport to landfill.
Freon	Valve protection caps must remain in place unless container is secured with valve protection outlet piped to use point. Do not drag, slide or roll cylinders. Protect cylinders from physical damage. Store in cool, dry and well ventilation area of non-combustible construction away from heavily trafficked areas and emergency exits. Do not allow temperature to exceed 125 degree Fahrenheit (52 degree Celsius).	Do not attempt to dispose of residual waste or unused quantities. Return unused or empty cylinders with properly labeled documentation, secured plugs and valve caps in place to distributor for proper disposal.
Gasoline	Store in approved containers or return to standard underground storage tanks if no contamination exists.	Store in drums or tanks suitable for disposal purposes. Keep storage containers outside of building until they are removed by registered disposal company. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Glass	Please wrap broken glass securely in paper to avoid injury during handling.	Place in regular trash.
Hydraulic oils	DO NOT ALLOW HYDRAULIC OIL TO ENTER STORMWATER SYSTEM. Store in clean dry atmosphere. Keep all containers closed tightly and install covers on any partially used drums.	Contact registered disposal company for off-site recycling. IF A SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Lead based substances	DO NOT ALLOW LEAD BASED SUBSTANCES TO ENTER STORMWATER SYSTEM. Store in well ventilated flame free areas with sturdy shelves. Label container appropriately.	Store at least 150 feet from any water source. In case of spill, contain spill. Do not allow spill to contaminate any water supply. Container label should state disposal requirements. If not, contact manufacturer, supplier or importer for proper disposal.
Light bulbs: energy efficient	Store in cardboard sleeves or in box in which replacement tubes or bulbs arrived, then store lamps where they can't be broken. Label storage area. If lamps are broken, dispose of properly. Do not discard sharp edges in regular refuse.	If the bulb breaks, open a window and leave the room for 15 minutes. Use a wet rag to place all broken pieces including the rag into a plastic bag. Place plastic bag into second plastic bag. Put into local trash. WASH HANDS after picking up glass pieces.
Light bulbs: fluorescent or sodium	Store in cardboard sleeves or in box in which replacement tubes or bulbs arrived, then store lamps where they can't be broken. Label storage area. If lamps are broken, dispose of properly. Do not discard sharp edges in regular refuse.	Place in regular trash. Handle gently to avoid broken glass.
Mercury containing devices	Store in closed container capable of preventing a release. In case of a leak, follow manufacturer directions. Prominently place a mercury spill kit next to any known device containing mercury.	Contact a mercury recycler or hazardous waste contractor for disposal per law.
Metal waste: valuable	Keep clean and well organized. Pile and mark according to type of metal to be recycled. Keep in locked area to avoid theft.	Contact metal dealer or recycler for best pricing and dispose of accordingly.
Metal waste: all other	Separate into neat clearly labeled piles. Identify metals in each pile.	If metal is not recyclable, properly dispose of in nearest landfill.

City of Saratoga Springs' Common Generated Wastes and Acceptable Disposal Methods

Common Generated Wastes	Storage Area Prior to Disposal	Generally Accepted Disposal Protocols
Motor oils	DO NOT ALLOW MOTOR OILS TO ENTER STORMWATER SYSTEM. Store in 55 gallon or larger drums or other secure containers. Use storage containers that meet NYS DEC requirements. If storing above ground, store in double walled containers clearly labeling type of motor oil present.	Contact 1-800-MOTOROIL or oil recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Newspaper print	Store in clean dry place. Store away from flammable devices and heat sources.	Recycle at nearest landfill.
Oils all other	Store in a sealed container free of other chemicals. Surround by an oil-tight bound wall which includes a vent pipe.	Contact oil recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Oil filters	Puncture a hole in the dome end or anti-drain back valve and hot-drained, or hot-drained and crushed, or hot-drained and dismantled, or hot-drain using an equivalent method to remove used oil.	Contact oil recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Paints: aerosols	Make sure there is no material left in aerosol paint can. Empty aerosol paint can and flatten for disposal.	Ship to a registered recycling or disposal facility
Paints: latex	Store in clean dry place in air tight containers. Store away from flammable devices and heat sources.	All residual/leftover paint must be hardened or dried. Remove lids from cans, and put both lids and cans into a plastic trash bag along with regular trash.
Paints: oil based	The solvents in oil-based paint are flammable, and the resins, solvents, pigments, and additives can be toxic when breathed or touched. Store in cool, dry place away from flammable heat source in airtight containers..	Contact recycling agent for proper disposal.
Paper	Store in clean dry place. Store away from flammable devices and heat sources.	Recycle at nearest landfill.
Paper: shredded	Store in clean dry place. Store away from flammable devices and heat sources.	Recycle at nearest landfill.
Pepper spray	Keep container closed. Store away from heat and light, store in clean dry place. Do not heat above 126 degrees F areinheit.	Do not incinerate. When container is empty, press valve to release all remaining pressure.
Pesticides and herbicides	Pack in plastic drums unless organic in nature. If the pesticide or herbicide is organic, it must be packed in a steel storage drum.	Contact recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Plastics	Store in a cool dry place.	Bring to local recycling center for proper disposal.
Printer cartridges	Handle with care, do not touch nozzles. Store according to manufacturer's instructions.	Recycle. Send cartridge back to manufacturer in postage paid envelope provided by manufacturer.
Sharps	Place sharps in sturdy puncture resistance container for disposal. ALWAYS assume a potential bloodborne pathogen exposure.	Contact the nearest healthcare facility for disposal.
Sludge	Determine the composition of the sludge. DO NOT ALLOW SLUDGE TO ENTER STORMWATER SYSTEM. Follow NYS DEC regulations for disposal instructions.	Determine composition of sludge for appropriate disposal. Possible disposal includes land application or landfill disposal.
Smoke Alarms	Household smoke alarms contain a minute amount of radioactive material. Remove battery for appropriate disposal.	Dispose of in regular trash.
Solvents	Store in original containers when possible. Always store in a safe, dry place away from flammable heat sources.	Contact recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Speedy dri	Store in a cool, well ventilated area away from ignition sources.	Burn in an appropriate incinerator or offer to a disposal contractor who is licensed in hazardous materials.
Tear gas canisters	Store in original containers when possible. Always store in a safe, dry place away from flammable heat sources.	Can be incinerated in small amount (maximum of 10 at a time). When incinerating ensure other canisters are kept at least 30 feet away from fire. Fire should have a cover.
Tires	Store in organized piles.	Contact recycling agent for proper disposal.
Transmission fluids	DO NOT ALLOW TRANSMISSION FLUIDS TO ENTER STORMWATER SYSTEM. Store in original containers when possible. Always store in a safe, dry place away from flammable heat sources.	Can be reused if not contaminated. Call a professional hauler to move the fluids
Vinyl	Store in a cool dry location away from ignition sources.	Contact local recycling center. Vinyl will not break down in a landfill.

Title: Ice Skate Sharpening and Rental

Date of Origin: 070506

Responsible Party: Recreation

I. Policy:

The City of Saratoga Springs shall operate an ice skate sharpening and ice skate rental program at its Weibel Avenue Ice Rink facilities. The City shall strive to ensure that ice skates sharpened and rented within its program are maintained in a safe manner reasonably free of material defects in accordance with industry standards.

II. Protocol:

1. The City shall maintain and operate skate sharpening equipment at City owned ice rink facilities. The equipment owned by the City will be maintained on a regular basis consistent with industry guidelines.
2. A Maintenance Log shall be kept for the daily review and check of the skate sharpening equipment in place at the ice rink. The individual responsible for the operation of the skate sharpening equipment will complete a maintenance check of the equipment prior to its use.
3. Any deficiencies noted in the maintenance check of the equipment will be immediately reported to the Recreation Department and/or his or her designee. **The equipment will not be used until such deficiency is corrected.**
4. The City shall maintain and rent out to the public ice skates in various sizes to interested individuals at City owned ice rink facilities. The equipment owned by the City will be maintained on a regular basis consistent with industry guidelines.
5. Individual pairs of ice skates will be examined for any deficiencies prior to the rental of any pair of ice skates. Additionally, these same ice skates will be examined for physical deficiencies immediately upon their return. Damaged equipment will be taken out of service and not be used until such deficiencies are corrected.
6. If it is found that the renter of the pair of skates has deliberately damaged a pair of ice skates, the renter shall be charged for the full replacement cost of the pair of ice skates in question. Monies collected for damaged ice skates shall be reported to the Finance Department.

Title: Lockout Tagout Program 021814

Date of Origin: 021208

Responsible Party: All Departments

I. Policy:

This policy is designed to ensure that City employees comply with the "Lockout/Tagout" Program. This program establishes the minimum requirements for the lockout or Tagout of energy isolating devices. It shall be used to ensure that the machine or equipment are isolated from all potentially hazardous energy, and locked out or tagged out before employees perform any servicing or maintenance activities where the unexpected energization, start-up or release of stored energy could cause injury.

This policy applies to all City employees who may perform service and/or maintenance on machines and equipment capable of "unexpected" start up or release of stored energy. All employees shall be instructed in the safety significance of the lockout (or Tagout) program. Each new or transferred affected employee and other employees whose work operations are or may be in the area shall be instructed in the purpose and use of lockout or Tagout procedures.

II. Definitions:

Authorized Employee is an employee who locks out or tags out machines or equipment in order to service or maintain them. All authorized employees must successfully complete the required training.

Affected Employee is an employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under Lockout/Tagout or whose job requires him or her to work in an area in which such servicing or maintenance is being performed. An affected worker cannot perform work under a Lockout/Tagout permit.

Contractor is any individual or firm working at the City that is not a City employee.

Department Head: Mayor, Commissioner of Accounts, Finance, Public Safety and Public Works.

Energy: Energy makes change possible. We use it to do things for us. It moves cars along the road and boats over the water. It bakes a cake in the oven and keeps ice frozen in the freezer. It plays our favorite songs on the radio and lights our homes. Energy is needed for our bodies to grow and it allows our minds to think. Scientists define energy as the ability to do work. Modern civilization is possible because we have learned how to change energy from one form to another and use it to do work for us and to live more comfortably.

Potential Energy: also known as stored energy and the energy of position:

Chemical Energy: the potential of a chemical substance to undergo a transformation through a chemical reaction or, to transform other chemical substances. Examples include batteries and light bulbs and cells etc. Breaking or making of chemical bonds involves energy, which may be either absorbed or evolved from a chemical system.

Mechanical Energy: the energy a substance or system has because of its motion. Every moving object has mechanical energy, whether it is a hammer driving a nail, a leaf falling from a tree, or a rocket flying in space. Mechanical energy pulls, pushes, twists, turns and throws. Machines use mechanical energy to do work. Our bodies also use mechanical energy to perform motions such as throwing a ball or moving a pencil to write on paper.

Kinetic energy: is the energy of motion — of waves, electrons, atoms, molecules, substances, and objects:

Electrical Energy: energy absorbed or delivered by an electrical circuit (for example, one provided by an electric power utility) "electrical energy" refers to energy which has been converted *from* electrical potential energy. This energy is supplied by the combination of electric current and electrical potential that is delivered by the circuit.

Hydraulic Energy: power created by the compressive force or movement of a liquid in a confined area. Machines that lift objects often use hydraulic energy. (<https://www.toolingu.com/definition-570210-31785-hydraulic-energy.html>)

Motion Energy: energy stored in the movement of objects. The faster they move, the more energy is stored. It takes energy to get an object moving, and energy is released when an object slows down. Wind is an example of motion energy. A dramatic example of motion is a car crash, when the car comes to a total stop and releases all its motion energy at once in an uncontrolled instant.

Pneumatic Energy: power created by the compressive force or movement of air or gas in a confined area. Assembly tools often use pneumatic energy to force parts together.

Radiant energy: electromagnetic energy that travels in transverse waves. Radiant energy includes visible light, x-rays, gamma rays and radio waves. Light is one type of radiant energy. Sunshine is radiant energy, which provides the fuel and warmth that make life on Earth possible.

Thermal Energy: also known as heat energy is the vibration and movement of machine parts.

Energize: to add energy to something to make it work.

De-energize: to remove energy from something to stop it from working.

Energy Isolating Device – a Lockout Device: a device that prevents the transmission or release of energy. An "energy source" is any source of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.

Lockout is the placement of a locking device on an energy-isolating device that ensures the equipment being controlled cannot be operated until the lockout device is removed. "Lockout device" is a device that utilizes a positive means such as a lock, either key or combination type, to hold an energy-isolating device in the safe position.

Machine Guard: a guard placed on the moving part of a machine that cuts, drills or saws that prevents the machine from kicking back chips or pieces of the item being worked on and protects those body parts that may come in contact with the machine as it operates.

Other Employees: are those whose work operations are or may be in an area where energy control procedures are utilized.

Tagout: is the placement of an attachable tag on an energy-isolating device to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed.

Tagout Device: a prominent warning device, such as a tag and a means of attachment, which can be securely fastened to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed.

III. Protocol:

1. Lockout/Tagout procedures may only be initiated by authorized employees.
2. Every outside Contractor must inform the City and each other of their respective Lockout/Tagout procedures. The responsibility of training outside contractor employees lies with their employer.
3. Each Contractor's LOTO program must be reviewed by an authorized City representative in detail to ensure that City employees could not be injured as a result of allowing the Contractor's LOTO program and procedures to be implemented at a City owned or maintained facility. If there are any discrepancies, it is the responsibility of the City to ensure that City employees understand and comply with any restrictions and prohibitions of the outside contractor's LOTO program.
4. Department Heads and/or their designees shall be responsible for using the forms in Appendix A to identify all equipment and machinery that are governed by 29 CFR 1910.147 on an annual and ongoing basis, to provide training to employees as detailed within this policy, and to ensure the OSHA standard is complied with.
5. Employees shall be trained so that they understand the purpose and function of the LOTO program and procedures. Employees shall also be trained so that they understand the purpose, contents and requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout).
6. Authorized Employees shall receive training in the recognition of sources of hazardous energy, the types and magnitudes of hazardous energy and the means and methods of isolation and control.
7. Affected Employees shall be instructed in the purpose and use of the City's LOTO program.
8. Employees shall be instructed about the City's LOTO program and about the prohibition against attempting to restart equipment, machines or systems that have been locked and tagged out of service.

9. Safety Committee shall assist each Department Head in the coordination of hazardous energy control training for all authorized employees.
10. Authorized Employees shall be responsible for educating employees under their direct supervision in the proper use of equipment and machinery.
11. Retraining of employees shall be required whenever there is a change in job assignment, machines, equipment or processes that present a new hazard or a change in the energy control procedures.
12. The Human Resource Administrator shall maintain training records, including each employee's name and dates of training. The Director of Risk and Safety will assist Department Heads in conducting an annual LOTO Audit and maintain records of the annual Lockout/Tagout program audit.

IV. OSHA LOTO Standard Operating Procedures:

A. *Preparation for Lockout or Tagout:*

PLEASE USE THE FOLLOWING SAMPLE CITY FORMS FOR THIS PROCESS:

1. Check the unit's "City of Saratoga Springs' Lockout/Tagout Machine/Equipment Listing" to determine the resources that pertain to each piece of equipment and machinery.
2. Use the **NYS PESH "LOCK-OUT/TAG-OUT DECISION FLOW CHART** before you attempt to fix or service any City equipment or machinery.
3. Complete the **"City of Saratoga Springs' LOCKOUT PROCEDURE"** for every piece of City equipment or machinery that you are attempting to fix or repair.
4. Complete the "City of Saratoga Springs' New or Rebuilt Equipment Safety Inspection" BEFORE the equipment or machinery is placed back into service.
5. Completed forms should be returned to the Supervisor in charge of the equipment.
6. Supervisors are legally required to keep these forms in a binder for each of their departments and the binders must be available for inspection as required by law.

All of these sample forms are contained within Appendix B.

You may now begin the LOTO process.

Identify the machinery or equipment requiring maintenance or repair.

Check Appendix B for the following form **"City of Saratoga Springs' Lockout/Tagout Machine/Equipment Listing"** to insure that the machine or equipment you are working on does have detailed procedures for locking and or tagging of the equipment.

If you are unsure the machine or equipment you are working on has detailed procedures for locking and or tagging of the equipment, refer to the equipment service manual that belongs to that equipment or make a survey of the equipment to determine the procedures required to insure lockout/tagout will result in an energy free state.

PLEASE NOTE: Equipment or machinery that has a cord and plug connected does not require lockout/tagout procedures as long as the attachment cord and plug has been disconnected and is under the sole control of the individual performing maintenance or repairs.

EXCEPTIONS TO LOCKOUT TAGOUT:

If the equipment or machinery you are working on meets any of the following criteria, the specific equipment and machinery you are working on is not required to have detailed lockout/tagout procedures:

- Exception 1:** The machine or equipment has no potential for stored or residual energy or re-accumulation of energy after equipment is shut down.
- Exception 2:** The machine or equipment has a single energy source which can be readily identified and isolated.
- Exception 3:** The isolation and locking out of the energy source shall completely de-energize and de-activate the machine or equipment.

Exception 4: The machine or equipment is isolated from that energy source and locked out during servicing and maintenance.

Exception 5: A single lockout device will achieve a locked out condition.

Exception 6: The lockout device is under the exclusive control of the authorized employee performing the servicing.

Exception 7: The servicing or maintenance of the equipment or machine does not create hazards for other employees.

Exception 8: The City in using this exception to the standard has no accidents involving the unexpected activation or re-energization of the equipment or machinery you are servicing.

Detailed operating procedures for machinery and equipment may be found in the Standard Operating Handbook within your work unit.

B. Sequence of Lockout or Tagout System Procedure:

1. Notify all affected employees that a lockout or Tagout system is going to be utilized and the reason therefore. The authorized employee shall know the type and magnitude of energy that the machine or equipment utilizes and shall understand the hazards thereof.
2. If the machine or equipment is operating, shut it down by the normal stopping procedure (depress stop button, open toggle switch, etc.)
3. Operate the switch, valve or other energy isolating device(s). **Stored energy (such as that in springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas, steam, or water pressure, etc.) must be dissipated or restrained by methods such as repositioning, blocking, bleeding down, etc..**
4. Lockout and/or Tagout the energy isolating device(s) with assigned individual lock(s) or tag(s).
5. After ensuring that no personnel are exposed, and as a check on having disconnected all energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate.
6. The equipment is now locked out or tagged out.

CAUTION: Remember these important points:

- Always return operating control(s) to neutral or off position after the each test of machinery or equipment you are working on.
- Authorized employees who perform electrical repairs, maintenance, installation, or disconnections of electrical conductors prior to removing other equipment or machinery, must test for an energy free state with an approved electrical testing device.
- If the service or repair or equipment or machinery requires exposing live parts of electric equipment, a tag used without a lock must be supplemented by at least one additional safety measure that provides a level of safety equivalent to that obtained by the use of a lock. **(e.g. Removal of an isolating circuit element, blocking of a controlling switch, or opening of an extra disconnecting device.)**

Authorized employees must check for electrical de-energization of electrical circuits and equipment by use of an authorized electrical testing device.

Additionally electrical lockout tagout must comply with 29 CFR 1910.333(b).

C. Restoring Machines or Equipment to Normal Production Operations:

1. After the servicing and or maintenance is complete and equipment is ready for normal production operations, check the area around the machine(s) or equipment to ensure that no one is exposed.
2. After all tools have been removed from the machine or equipment, guards have been re-installed and employees are in the clear, remove lockout and or Tagout devices. Operate the energy isolating device(s) to restore energy to the machine or equipment.

3. Notify affected employees that the servicing or maintenance is complete and the machine or equipment is ready for use.

D. Removal of Locks or Tags By Other Than Those Who Affix Them:

When the authorized employee who applied the lockout device is not available to remove it, that device may be removed under the direction of the supervisor in charge of that equipment or machinery by using the following procedure.

The Supervisor will:

1. Verify that the authorized employee who applied the device is not at the facility.
2. Make all reasonable efforts to contact the authorized employee to inform them that their Lockout/Tagout will be removed from the equipment or machinery in question.
3. Have an authorized employee inspect the equipment to assure the re-energization of the equipment will not expose employees to a hazard or damage the equipment.
4. Insure that the authorized employee is informed that their lock has been removed before they resume work at the facility.

Procedure Involving More Than One Person:

- In the preceding steps, if more than one individual is required to lockout and or tagout equipment, each shall place their personal lockout and or tagout device on the energy isolating device(s).
- When an energy isolating device cannot accept multiple locks or tags, a multiple lockout or Tagout device (hasp) shall be used.
- If lockout is used, a single lock may be used to lockout the machine or equipment with the key being placed in a lockout box or cabinet which allows the use of multiple locks to secure it.
- Each employee will then use their own lock to secure the box or cabinet.
- As each person no longer needs to maintain their lockout protection, that person will remove their lock from the box or cabinet.

V. Basic Rules for Using Lockout or Tagout System Procedure:

All equipment shall be locked out or tagged out to protect against accidental or inadvertent operation when such operation could cause injury to personnel.

Do not attempt to operate any switch, valve, or other energy isolating device where it is locked or tagged out.

VI. Lockout/Tagout Procedures for Outside Personnel (Contractors):

- Whenever outside servicing personnel are engaged in operations involving servicing or maintenance of machinery with potentially hazardous energy, the outside City must inform a representative of the City of his/her respective lockout/tagout procedures.
- Conversely, the City representative must verify that the contractor is complying with all applicable regulations concerning lockout/Tagout (29 CFR 1910.147) while working in the City's buildings.
- Additionally, all affected City personnel will be informed of and instructed to comply with the outside contractor's energy control procedures.

VII. Employee Training and/or Re-training Record Procedures:

- Training and/or re-training shall be provided for all authorized and affected employees whenever there is a change in their job assignments, a change in machines, equipment or processes that present a new hazard, or when there is a change in the energy control procedures.
- Additional re-training shall be conducted whenever a periodic inspection reveals, or whenever the employer has reason to believe that there are deviations or inadequacies in the employee's knowledge or use of the energy control procedures.
- The re-training shall re-establish employee proficiency and introduce new or revised control methods and procedures, as necessary.
- Upon completion, the employee shall sign the following acknowledgment:

I have received training in my City's Lockout/Tag-out Program, and the City's program has been explained to me, that I have had an opportunity to ask questions, that I thoroughly understand these guides and the use of materials and have been given a copy of this form.

Date: _____

Unit/Supervisor: _____

Name (Print): _____

Signature: _____

VIII. Periodic Inspections:

- Each City Department Head and/or his/her designee shall have the responsibility of conducting a periodic inspection of the energy control program at least annually to ensure that the City's program and the requirements of the OSHA standard are being followed.
- The periodic inspection shall be performed by an authorized employee other than the one(s) utilizing the energy control program being inspected.
- The periodic inspection shall be designed to correct any deviations or inadequacies observed.
- Where lockout is used for energy control, the periodic inspection shall include a review, between the inspector, each authorized employee, and the authorized employee's who is responsible for the equipment or machinery being reviewed under the energy control program.

Sample Form:

Date of inspection: _____

Authorized employee
inspecting program: _____

Authorized employee
implementing procedure: _____

Equipment/machine: _____

Notes/recommendations:

KEY REFERENCES: The OSHA Hazardous Energy Control Standard - 29 CFR 1910.147 and 29 CFR 1910.333

(All forms for this policy are contained in Appendix B.)

Title: Mail: Recognizing and Handling Suspicious Mail

Responsible Party: All Departments

The United States Postal Service and the FBI publish directions in recognizing and handling suspicious mail. It is very important that you know how to recognize suspicious mail.

Characteristics to pay special attention to include shape, look, address and packaging:

- **Shape:**
 - Is it lopsided or uneven?
 - Is it rigid or bulky?
- **Odor:** Is there a strange odor coming from the package?
- **Look:**
 - Are there oily stains, discolorations, or crystals on the wrapper?
 - Are there protruding wires?
- **Address:**
 - Is there a foreign postmark?
 - Is there an odd return address?
 - Are there restrictive markings?
 - Are there misspelled words?
 - Is it addressed to a title rather than to an individual?
 - Is it an incorrect title?
 - Is it poorly typed or written?
- **Packaging:**
 - Is it sealed with tape? Is there excessive tape?
 - Is there excessive postage?

Once a suspicious letter or package has been identified, it is important to respond appropriately. There are three main steps:

Package, People and Plan

Package: Package means that you DO NOT handle the package or letter. Leave it where it is! Isolate the area. Do not try to clean it up, move it, or place it in a plastic bag. Make a mental note of any information that might be useful (size, shape, look, address).

People: Clear the area. Inform employees in the immediate area so they won't disturb the suspicious package, letter, or substance. Notify a supervisor immediately. All employees in the area near the package should wash their hands and any other exposed skin with soap and water immediately, even if they didn't touch the package or letter. The area should be cordoned off. Air conditioner, fans and equipment should be turned off.

Plan: Contact your supervisor, who will contact the Police Department. Contact 911 if your supervisor isn't available. In an emergency – such as smoke, fumes, vapors, or employees exhibiting medical symptoms – evacuate the area and call local emergency responders.

Remember: This discussion has focused on identifying suspicious packages and letters. Remember, if you find a suspicious package or letter think of the three "P's:"

Package, People, and Plan

PACKAGE: Don't handle. Isolate it.

PEOPLE: Clear the area of people. Notify your supervisor.

PLAN: Contact the Police Department. In an emergency situation — such as smoke, fumes, vapors, or employees exhibiting medical symptoms — evacuate the area and call local emergency responders.

ALWAYS follow the instructions of emergency responders called to assist you.

Title: **Public Access Defibrillation**

Date of Origin: **050404**

Responsible Party: **Fire Department**

I. Policy:

The following guidelines have been developed to complement the City's response procedures for managing emergency medical incidents in public places owned and maintained by the City of Saratoga Springs. This response plan incorporates the recommendations as outlined by the American Heart Association, the NYS Department of Health and current legislation regulating Public Access Defibrillation as managed by REMO (Regional Emergency Medical Organization).

The City owns and maintains and manages a PAD Program at each of the following locations: City Hall at 474 Broadway, Weibel and Vernon Ice Rinks at 30 Weibel Avenue, Indoor Recreation Center at 15 Vanderbilt, Water Treatment Plant at 111 Excelsior, and the DPW Garage Complex.

II. Protocol:

1. A Collaborative Agreement has been established between the City and the City's Medical Officer, to oversee the administration of the City's PAD Program. This Collaborative Agreement will be renewed on an annual basis starting from the date of the original agreement.
2. City personnel will be trained on an annual basis in CPR AED Training.
3. The PAD unit will be placed in a central location for use by specifically trained personnel.
4. A building representative will check the unit's readiness on a monthly and as needed basis.
5. Building representatives will notify the Fire Department of any maintenance needs pertaining to the PAD device immediately upon discovery. In the event a PAD is found to need maintenance and/or repair, the PAD will be immediately taken out of service and sent for repair.
6. In the event a PAD device is utilized, the individual using the device shall complete a PAD Incident Report. This report shall be provided to the Fire Department and the City's Designated Physician to review the response to assure the appropriateness of the procedures followed. If necessary, the City's Designated Physician will meet with the City personnel to review the response and make any necessary recommendations. These recommendations will be documented and attendance taken for retraining.
7. A copy of the City's PAD Incident Report will be submitted to REMO within five (5) business days of the incident.
8. PAD usage incidents will be tracked and trended for review by the City of Saratoga Springs Safety Committee as needed.



Public Access Defibrillation Incident Report

Name of Patient: _____

Date of Incident: ____/____/____

Time of Incident: ____:____:____ am/pm

Patient's Age: _____

Patient's Sex: () Male () Female

CPR Prior to Defibrillation:

() Attempted () Not Attempted

Cardiac Arrest: () Not Witnessed () Witnessed by Bystander () Witnessed by AED

Est. Time (in minutes) from Arrest to CPR ____:____ Shock: () Indicated () Not Indicated

Est. Time (in minutes) from Arrest to 1st Shock: ____:____ Number of Shocks: _____

Additional Comments: _____

Patient Outcome at Incident Site:

- () Return of pulse and breathing () No return of pulse or breathing
() Return of pulse with no breathing () Became responsive
() Return of pulse, then loss of pulse () Remained unresponsive

Name of AED Operator: _____

Number of Shocks: _____ Time Period of Shocks: _____

Name of Transporting Ambulance: _____

Name of Facility Patient Transported to: _____

Name of Person Completing This Report: _____

Signature of Person Completing This Report: _____ Date: _____

The information obtained from this report will be maintained as **CONFIDENTIAL** Quality Assurance information pursuant to Article 30, Section 3004-A and 3006 of the Public Health Law of the State of New York.

Fire Department: _____ Date Received: _____

This report is to be completed by the individual who administered the AED within twenty-four hours of its use and immediately faxed to the Fire Department at (518) 587-1068.

Title: City Property Proximity Card Security Access Administration

Date of Origin: 092110

Responsible Party: All Departments

I. Policy:

The City of Saratoga Springs is dedicated to the security, safety and overall well being for all of its employees. The City's goal is to invest, as best it can, in the safety and security of its workplace so it can provide its employees with the environment they need to be productive for its constituents. The City has invested and installed a proximity card security system for its city properties to limit access to internal areas defined as high risk by the National Institute for Occupational Safety & Health (NIOSH) and to control access to areas containing sensitive information.

NIOSH defines workplace violence as any physical assault, threatening behavior or verbal abuse that may potentially occur in the following work settings:

- Duties that involve the exchange of money
- Delivery of passengers, goods or services
- Duties that involve mobile workplace assignments
- Working with unstable or volatile persons in healthcare, social service or criminal justice settings
- Working alone or in small numbers
- Working late at night or during early morning hours
- Working in high crime areas
- Duties that involve guarding valuable property or possessions
- Working in community based settings
- Working in areas of previously identified security problems

The Safety Committee of the City of Saratoga Springs shall oversee the installation and design of the City Civilian Property Proximity Card Security Access Administration on behalf of the City Council according to the regulatory standards established for workplace safety and security.

The City's Information Technology Department shall be designated as the Master License of the hardware and software technology systems associated with the City Property Proximity Card Security Access Administration for the purposes of maintaining said software and hardware.

The City Property Proximity Card Access Policy shall be composed of four separate security sectors: City Properties Civilian, Police Department, Fire Department, and Information Technology Department-Server Rooms and IT secured areas.

- City Civilian Properties shall be controlled by the Office of Risk and Safety.
- The Police Department shall be responsible for the control of the Police Station and its ancillary properties.
- The Fire Department shall be responsible for the control of its properties located at Lake and West Avenues.
- Information Technology Department shall be responsible for Server Rooms and IT secured areas.

II. Definitions:

City Council: The City Council of the City of Saratoga Springs.

Civilian Employee: An individual who is designated by Civil Service as qualified to perform a City department duty and who is employed on a regular and ongoing basis, is physically present in the performance of his/her duties and not a uniformed employee of the police or fire departments.

Department Head: Commissioner and/or Mayor or designee for the purposes of this policy.

Fire Department Employee: An individual who is designated by Civil Service as qualified to perform fire department duties and who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties.

Full Time Employee: An individual who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties. This definition also includes those individuals employed as permanent part-time

employees who are employed on a regular and ongoing basis and physically present in the performance of their job duties.

Police Department Employee: An individual who is designated by Civil Service as qualified to perform police department duties and who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties.

Proximity Card: A proximity card or proximity fob that has been activated by a City department to grant access to a certain portion of a building or buildings.

Safety Committee: A standing committee chartered by the City Council of the City of Saratoga Springs composed of representatives from the Department of Accounts, Finance, Mayor, Public Safety and Public Works including the City Engineer, City Electrician, Civil Service Secretary, City's Insurance Agent, representatives of the police, fire and civilian labor unions, and chaired by the Director of Risk and Safety.

Sensitive Information: Any personal information collected by the City for a stated purpose in which the risk of identity theft is present. Sensitive information includes, but is not limited to: address, phone number, social security number, date of birth, credit check information, copy of driver's license, education dates, medical records, retirement information, birth certificate, garnishment information, paycheck/pay stub, check copies, drug testing records, dispatch blotter information, background checks, polygraph results, uniform ID information, cell phone bills, incident/accident records, Fire Department run data, spouse and dependent information, health insurance plan information, beneficiary information, W9s, Patient Care Reports, Risk Management files, litigation files, employee personnel files including Section 78 proceedings, and computer passwords. The City has identified the following locations where sensitive information is present:

- a. Planning and Economic Development: Loan, Grant and Assistance Applications
- b. Finance: Payroll Records
- c. Civil Service and Finance: Employment Records
- d. Accounts Department: Vital Records
 - i. Birth Records
 - ii. Death Records
 - iii. Marriage Licenses
 - iv. Information for handicap tags
- e. Public Safety
 - i. Parking ticket records
 - ii. Code Enforcement
- f. Police Department
- g. Fire Department
- h. Employee and Retiree Insurance Information
- i. Risk and Safety Management
- j. City Attorney
- k. Public Works: Water and Sewer Account Records
- l. IT Computer Network
- m. Recreation Programs and Camp Saradac

III. Protocol:

Safety Committee:

1. The Safety Committee shall be responsible for the review and approval of security proximity access installation entry for City civilian occupied properties as part of the City's Workplace Violence Program per the NYS Department of Labor regulatory guidelines and to control access to areas containing sensitive information.
2. Any civilian department requesting installation of a new security proximity system shall make a request to the City Safety Committee for review and approval. Safety Committee shall work with IT, Office of Risk and Safety and the police department personnel to determine the necessity and placement of civilian property proximity card access.
3. The City Safety Committee shall review the existing City Property Proximity Card Security Access Administration Program on an annual basis..
4. The City Safety Committee shall make recommendations to the City's Capital Budget Committee for the expansion of the City Property Proximity Card System as a need is identified and deemed necessary and appropriate to the City's Workplace Violence Program and to control access to areas containing sensitive information.

Office of Risk and Safety:

1. The Office of Risk and Safety, in conjunction with IT, shall have administrative control over the City's civilian occupied properties in support of the City's Workplace Violence Program and to control access to areas containing sensitive information.
2. Individual department heads shall have the authority to grant or deny access to their respective office areas in support of the City's Workplace Violence Program and to control access to areas containing sensitive information. Access to City proximity cards shall be limited to employees currently on the payroll.
3. Department heads shall file a written request with the Office of Risk and Safety for the allocation of a civilian proximity card for a new employee or when an employee separates from the City using the **Computer Network User Request Form**. The Department Head shall request and IT and Risk and Safety shall review each civilian proximity card access request on an ongoing basis as requests are received in the context of the City's comprehensive security system programming.
4. The Office of Risk and Safety shall verify an individual's employment with Civil Service prior to the issuance of a City proximity card.
5. Civilian personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department head or Human Resources determines they are fit to return to duty.
6. Civilian department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to their department head until such time as they are cleared to return to duty.
7. Employees taking possession of a City Proximity card will sign for the card taking responsibility for its use and replacement.
8. At no time shall a proximity card be issued to anyone other than an employee of the City of Saratoga Springs.
9. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided unauthorized access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice.

Fire Department:

1. The City's Fire Chief and/or his/her assigned personnel shall have control over the security access to its buildings in support of the City's Workplace Violence Program and to control access to areas containing sensitive information.
2. Access to City proximity cards shall be limited to employees currently on the payroll and not under current administrative disciplinary action.
3. The Fire Chief shall verify an individual's fire department employment with Civil Service prior to the issuance of a City Fire Department proximity card.
4. Fire department employees taking possession of a City Fire Department proximity card will sign for the card taking responsibility for its use and replacement. Fire department personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department administration or Human Resources determines they are fit to return to duty.
5. Fire department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to fire department administration or Human Resources until such time as they are cleared to return to duty pursuant to fire department protocols.
6. At no time shall a fire department proximity card/fob be issued to anyone other than an employee of the City of Saratoga Springs.
7. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided unauthorized access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice per fire department disciplinary policies.

Police Department:

1. The City's Police Chief shall maintain authority over the operation and maintenance of the Police Department Proximity Card Security System. The Chief of Police shall maintain policy regarding its administration.
2. The Police Department shall control the procurement of all computer related software and hardware relating to that portion of the Proximity Card Security System that secures police department property as established within the City's Purchasing Policy.
3. Access to Police Department proximity cards shall be limited to police department employees currently on the payroll and not under current administrative disciplinary action.
4. The Police Chief shall verify an individual's police department employment with Civil Service and/or other law enforcement agencies prior to the issuance of a City police department proximity card.

5. Police Department personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department administration or Human Resources determines they are fit to return to duty.
6. Police department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to police department administration until such time as they are cleared to return to duty per police department disciplinary policies.
7. At no time shall a proximity card be issued to anyone other than an employee of the City Police Department except as designated by the Chief of Police for official law enforcement purposes for those individuals officially employed by law enforcement agencies.
8. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice per police department disciplinary policies.

Information Technology Department:

City Hall Server Room:

1. The City's IT Department shall have administrative master control over the management of the City Property Proximity Card Security Access Administration computer software and hardware.
2. Access to the City Hall Central Server Room shall be controlled by a proximity card strike plate, or other methods as determined by IT based on equipment, configuration, and/or security needs.
3. The strike plate and card reader shall be connected to a controller in the Police Department so that reports can be generated when needed for law enforcement prosecution cases to show access to the Server room.
4. Proximity cards for the City Hall Central Server Room shall only be authorized for civil service IT Department position titles and Police Department titles with the joint written permission of the IT Manager and Chief of Police, using the attached Computer Network Request Form.
5. No other employee shall be given proximity card access to the City Hall Central Server Room without the express joint written permission of the IT Manager and Chief of Police. The joint written permission shall be kept on file with the IT Office per the NYS regulatory retention schedules.
6. Any vendors or City employees other than designated personnel requiring access to the Server Room will be accompanied by an IT employee, and will sign an access log for the time they are present which will be maintained by the Police Department. The access log shall record entry and exit times, City employee printed name/initial, name of vendor's employee, vendor employee's drivers license number, vendor company name, and contact number. The Office of Risk and Safety and IT shall be granted access to review the Server Room Log as is needed for IT and/or risk management purposes.
7. Access to the outer area of the server room, known as the radio room will be permitted by required vendors and will be granted by specified employees in the Police Department. All equipment racks in the server room will be kept locked unless active work is being done in that location by the IT department to maintain physical security of IT equipment. Keys will be controlled by the IT Department.
8. Civilian personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department administration or Human Resources determines they are fit to return to duty.
9. Civilian department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to their department administration or Human Resources until such time as they are cleared to return to duty.

All Other City Property Server Rooms and IT Secured Areas:

1. The City's IT Department shall have administrative master control over the management of the City Property Proximity Card Security Access Administration computer software and hardware. In the event a strike plate is installed on any City Property Server Room for proximity card access, only designated IT Department staff shall be granted access.
2. No other employee shall be given proximity card access to any other City Property Central Building Server Room(s) without the express joint written permission of the IT Manager, Commissioner of Finance and the Director of Risk and Safety. The joint written permission shall be kept on file with the Office of Risk and Safety per the NYS regulatory retention schedules.
3. Any vendor requiring access to a City owned and/or maintained Server Room shall be accompanied by an IT department employee, and will sign an access log for the time he/she is present which shall be maintained by the IT Department. The access log shall record entry and exit times, City employee printed name/initial, name of vendor, vendor company name, and contact number. The Office of Risk and Safety and Police Department shall be granted access to review the Server Room Log as is needed for risk management and/or law enforcement purposes.

Employee Population:

1. An employee issued a proximity card granting access to a designated area shall sign civilian, IT, police or fire departmental agreements acknowledging responsibility for the proximity card given.
2. Employees given proximity cards shall be instructed to immediately report lost or stolen proximity cards to the Office of Risk and Safety, IT, Police Department and/or Fire Department depending upon their employment affiliation.
3. Employees issued proximity cards shall be instructed that the proximity card access is solely limited to the individual issued the card and shall not be used for the additional access of any other individual.
4. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided unauthorized access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice.

IV. City Property Proximity Card Security Access Administration Reporting Requests:

City Property Proximity Card software reporting is a confidential security management tool for official use only that is in place to support the City's Workplace Violence Programming per NYS Department of Labor and Homeland Security regulatory mandates and to control access to areas containing sensitive information. At no time shall the reporting mechanisms available within the City Property Proximity Security Access Administration be utilized for any other purpose.

City Civilian Property Proximity Card Access Reporting:

1. The use of the reporting software associated with the City Property Proximity Card Security Access Administration shall be jointly managed by the Office of Risk and Safety Management and the IT Department for civilian governed properties is in place to support the City's Workplace Violence Program and to control access to areas containing sensitive information.
2. A Department Head shall have the authority to request a security access report for their departmental security ports by filing a written request with IT Office using the ***Data Access/Permission/Proximity Card Change Request Form***. IT will review each request with Risk and Safety. Any individual other than the Department Head responsible for his/her own security access port asking for a report of proximity card access for civilian populated City properties must file a formal written request with the IT Department using the attached ***Data Access/Permission/Proximity Card Change Request Form***. IT will review each request with Risk and Safety.
3. The Office of Risk and Safety shall consult the City Attorney on all such requests.
4. The Office of Risk and Safety shall have the responsibility of answering the proximity card access reporting inquiry..
5. In circumstances where the Police Department is conducting an official police investigation, the Police Department shall file a formal written request with the Office of Risk and Safety for the information necessary to conduct its investigation.
6. An annual report will be generated indicating what access is permitted for each department that uses proximity cards for access and will be presented to the Department Head to give an understanding of what employees have access to that area for their review and potential requests for revision. This information will be provided on the ***Data Access/Permission Change/Proximity Card Request Form***. The Office of Risk and Safety will be copied on all such reports. The report will be generated by IT and a copy provided to Risk and Safety.

Fire Department Property Proximity Card Access Reporting:

1. The use of reporting software associated with the City Fire Department Proximity Card Security Access Administration shall be managed by the Fire Chief for fire department governed properties per the protocols established for that agency.
2. Any individual asking for a report of proximity card access for fire department populated City properties must file a formal written request with the Fire Chief using the ***Data Access/Permission/Proximity Card Change Request Form***.
3. The Fire Chief shall consult the City Attorney on all such requests in accordance with NYS FOIL laws and any other applicable federal, state and local laws and/or ordinances and provide the report requested in accordance with those regulatory requirements as is appropriate.
4. The Fire Chief shall have the responsibility of answering the proximity card access reporting inquiry as is appropriate.
5. In circumstances where the Police Department is conducting an official police investigation, the Police Department shall file a formal written request with the Fire Chief with a copy to the Office of Risk and Safety for the information necessary to conduct its investigation.

Police Department Property Proximity Card Access Reporting:

1. The use of reporting software associated with the City Police Department Proximity Card Security Access Administration shall be managed by the Chief of Police and/or his designee for police department governed properties per the protocols established for that agency.
2. Any individual asking for a report of proximity card access for Police Department City properties must file a formal written request with the Chief of Police and/or his designee using the Data Access/Permission/Proximity Card Change Request Form.
3. The Chief of Police and/or his designee shall consult the City Attorney on all such requests in accordance with NYS FOIL and any other applicable federal, state and local laws and/or ordinances and provide the report requested in accordance with those regulatory requirements as is appropriate.
4. The Chief of Police and/or his designee shall have the responsibility of answering the proximity card access reporting inquiry as is appropriate.

DATA ACCESS/PERMISSION /PROXIMITY CARD CHANGE REQUEST

Request Date:	Request Time:
----------------------	----------------------

Type of Request		
Permission Change [<input type="checkbox"/>]	Proximity Card Access Report [<input type="checkbox"/>]	File Copy/Relocation [<input type="checkbox"/>]
If this is a permission change, should access be read only to prevent alterations by this user ? Yes[<input type="checkbox"/>] No[<input type="checkbox"/>]		

File Name If Known -or- Unique File Contents For Search -or- Type Of Data Requested –or- Folder Name

Normal User of files being referenced	
Department:	User:

Files requested for or access permissions to be granted to	
Department:	User:

Reason for Request / Notes

<p>I hereby grant permission for the Network Administrator to locate the above referenced file and give access to the person requesting it either by physical copy or through permission changes.</p> <p>I agree to indemnify and hold the City of Saratoga Springs and the Information Technology Staff harmless from any loss, liability, claim or demand, including, but not limited to, reasonable attorney's fees, arising out of my intentional misuse or violation of the City's confidentiality policies and/or federal and state confidentiality laws of the materials provided to me by the Information Technology Department under this request.</p>		
Department Head Signature and Title:	Date:	Time:

City Information Technology Systems Manager		
Signature:	Date:	Time:

Actions performed to complete the above request taken by		
Signature:	Date:	Time:

Actions performed by Risk and Safety for Proximity Card request completed by		
Signature:	Date:	Time:

COMPUTER/NETWORK USER REQUEST

Date Requested _____

Add User _____

Remove User _____

User Name (Print clearly) _____

Title _____ Department _____

Please fill out this section if you are REMOVING a user.

Date to remove user _____

Please specify where you would like any of this user's documents to be transferred:

Proximity Card Access Removed?

Yes

No

Should email history be made available to another user? Yes - to _____

No

Should messages be forwarded to another user? Yes - to _____

No

Should an auto-reply inform senders that this address is no longer in service ? Yes No

If Yes the standard reply will be "This account is no longer active", if you would like something different please specify:

Please fill out this section if you are ADDING/UPDATING a user.

1. Should this user have access to email?

Yes

No

2. All users will get a private directory. Should this user have access to departmental shared folder(s)?

Yes

No

3. If yes, please specify which folder(s): _____

4. Should this user have access to MUNIS?

Yes

No

5. If yes, please specify which other user should be used as a template or which module(s): _____

6. Should this user have access to the internet?

Yes

No

7. All users will have MS Office. Are there any other specific programs or icons this user needs?

Yes

No

8. If yes, please specify which program or icons: _____

9. Proximity card access to following areas: _____

Granted by Risk and Safety: _____ Date: _____

Department Head Signature and Title _____

Date _____

Request Approved By: _____, IT System Manager

Please allow two business days after request is approved for processing.

Title: Red Flags Identity Theft Prevention Policy

Date of Origin: 092110

Responsible Party: All Departments

I. Purpose:

The Identity Theft Prevention Policy (the "Policy") is hereby adopted by the City of Saratoga Springs (the "City") to help protect employees, residents, contractors and the City from damages related to the loss or misuse of sensitive information as referenced in the Federal Trade Commission's Identity Theft Prevention Red Flags Rule (16 CFR § 681.2).

The purposes of the Policy are to:

1. Define sensitive information.
2. Describe the physical security of data when it is printed on paper.
3. Describe the electronic security of data when stored and distributed.
4. Place the City in compliance with State and Federal law regarding identity theft protection.

This policy enables the City to protect existing customers, retirees and employees, reducing risk of identity fraud, and minimize potential damage to the City from fraudulent activity. The program will help the municipality:

1. Identify risks that signify potentially fraudulent activity.
2. Detect risks when they occur.
3. Respond to risks to determine if fraudulent activity has occurred and to act accordingly if fraud has been attempted or committed.
4. Update the program periodically, including reviewing the areas that are covered and the identified risks that are part of the program.

In the event of any conflict between this policy and New York State licensing and vital records requirements, the state laws and requirements shall prevail.

II. Definitions:

For purposes of the Policy, the following terms are defined as follows:

1. "Sensitive Information" means any personal information collected by the City for a stated purpose in which the risk of identity theft is present. Sensitive information includes, but is not limited to: address, phone number, social security number, date of birth, credit check information, copy of driver's license, education dates, medical records, retirement information, birth certificate, garnishment information, paycheck/pay stub, check copies, drug testing records, dispatch blotter information, background checks, polygraph results, uniform ID information, cell phone bills, incident/accident records, Fire Department run data, spouse and dependent information, health insurance plan information, beneficiary information, W9s, Patient Care Reports, Risk Management files, litigation files, employee personnel files including Section 78 proceedings, and computer passwords. The City has identified the following locations where sensitive information is present:
 - a. Loan, Grant and Assistance Applications
 - b. Payroll Records
 - c. Employment Records
 - d. Vital Records
 - i. Birth Records
 - ii. Death Records
 - iii. Marriage Licenses
 - iv. Information for handicap tags
 - e. Public Safety
 - i. Parking ticket records
 - ii. Code Enforcement
 - f. Police and Fire Department
 - g. Building and Zoning Department
 - h. Finance and Employee and Retiree Insurance Information
 - i. Risk and Safety Management

- j. City Attorney
 - k. Water and Sewer Account Records
 - l. IT/Computer Network
 - m. Recreation Programs/Camp Saradac
2. **"Identity Theft"** means a fraud committed or attempted using the identifying information of another person without his or her permission.
 3. **"Red Flag"** is a pattern, practice or specific activity that indicates the possible occurrence of identity theft.
 4. **Department Head:** Commissioner of Accounts, Finance, Public Works, Public Safety or Mayor and/or Chief of Police or Fire Chief.
 5. **Employee:** Appointed "at will" employees, elected officials, civil service full-time, part-time and seasonal employees, interns, volunteers, and community members who serve on City sponsored boards, commissions, committees and task forces.

III. Prevent Identity Theft: Security of Information and Documents:

City personnel are encouraged to use common sense judgment in securing confidential information. Any City document marked "Private and Confidential" is not for public distribution.

All civilian employees must sign an **"Employee Confidentiality Agreement"** for the City of Saratoga Springs (**Attachment A**). New police officers and firefighters to the Police and Fire Departments will follow the guidelines of the Police Policies and Procedures Manual and the Fire Policies and Procedures Manual respectively. All civilian and uniform employee agreements will be kept on file in the employee's permanent personnel file.

The following are guidelines for securing information identified as being of sensitive nature that each employee shall comply with when completing work on behalf of the City:

A. Hard Copy Documents

1. File cabinets, desk drawers, overhead cabinets, and any other storage space containing documents with sensitive information will be locked when not in use. Keys shall be stored in a secure location with access limited to those individual employees who require access.
2. Storage rooms containing documents with sensitive information and record retention areas will be locked at the end of each workday or when unsupervised. A log containing the location of all City documents in storage will be kept by the Records Management Officer (Commissioner of Accounts).
3. Desks, workstations, work areas, printers and fax machines, and common shared work areas will be cleared of all documents containing sensitive information when not in use and at the end of each business day.
4. Whiteboards, dry-erase boards, writing tablets, etc. in common shared work areas will be erased, removed, or shredded when not in use.
5. When working papers containing sensitive information are discarded, they will be shredded by the employee discarding the materials. Documents considered municipal records, however may only be destroyed in accordance with Retention Schedule MU-1 and with the written permission of the City's Records Management Officer (Commissioner of Accounts). The Disposition sheet must also contain the signature of the department head/custodian of those records.
6. Birth and death records are secured as per the City's Vital Records Policy, mandated by New York State Department of Health.
7. Police Department documents are secured per the Police Department Policy and NYSPIN regulations.
8. Vault doors must remain closed during business hours in City Hall. Combinations shall be changed periodically as needed and/or after an employee having the combination leaves employment.
9. A request in writing by an employee for viewing of his/her permanent personnel file shall only be honored with verification of identity as prescribed in Section V of this policy and in accordance with the "Freedom of

Information/Personnel Files” policy found in the City’s Personnel Manual. A record of the viewing and/or release of such documents evidencing the signature of both the City employee providing the information and the requesting party receiving the information shall be kept in the employee’s permanent personnel file (**Attachment B**) in accordance with the NYS Retention Schedules.

10. Requests for documents containing sensitive information shall only be honored with verification of identity as prescribed in Section V of this policy and to those individuals prescribed on the request form. A record of the release of such documents evidencing the signature of both the City employee providing the information and the requesting party receiving the information shall be kept by each department (**Attachment B**) in accordance with the NYS Retention Schedules.

B. Electronic Documents

The City’s e-mail system is a City owned system. All e-mails sent and received within the City e-mail system are the property of the City. E-mails sent through the City e-mail system may be monitored under the provisions of the US Electronics Communication Privacy Act (ECPA). Each employee of the City shall comply with the following policies:

1. In order to obtain access to the City’s e-mail and document system, employees must:
 - a. Be classified by Civil Service as full time, part time or an intern.
 - b. Access begins on the start date and ends on the last date of service with the City.
 - c. A signed Network User Agreement (*Attached*) must be obtained by the Finance Office IT Department before access is granted. The agreement shall be filed in the employee’s permanent personnel file.
 - d. The level of computer access shall depend upon an employee’s job requirements as defined by the appointing authority and Civil Service.
 - e. Times of access shall only be permitted during normal work hours or for work related activities.
2. All computers must be locked out when unattended and logged off of at the end of the workday. If this does not take place within a specified amount of time and lack of use of the workstation is detected, an administrative override will occur and the workstation shall be locked.
3. All employees - full time, part time, and interns must comply with the “Computer Use Policy,” found in the Finance Policies and Procedures Manual, “Section VIII: Data Networking and Information Technology” and the City’s Employee Personnel Manual.
4. All e-mails sent from the City of Saratoga Springs must include the following statement:

“Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.”
5. Fax machines, copiers, printers, hard drives and other digital devices must have the storage device removed or securely erased prior to being removed from City premises.
6. Each City department that performs online financial transactions shall designate one computer for such departmental transactions. The designated computer shall be “white” listed preventing it from accessing any web site addresses that does not have a documented departmental business need.
7. All City computers shall be equipped with anti-malware software and or systems that feature automatic updates. New software and hardware patches shall be installed routinely.
8. The City shall maintain a cyber block/black list and enforcement shall be on the network perimeter.
9. Wireless networks shall never be used when conducting financial transactions.
10. Wireless networks shall not be used without VPN encryption for access to any City internal network.
11. Administrative passwords shall be periodically changed, including routers, firewalls, other network equipment and software. Factory default passwords shall not to be used on security equipment and systems.

12. When conducting financial transactions, the financial institution's web address must start with "[https](#)" not "[http](#)." The "s" indicates that the web site is secure, using a different method of communication than standard internet traffic. Users shall also confirm a valid SSL certificate prior to entering any information.
13. Links shall never be used to access a financial institution's site. E-mail and search engine links should not be trusted. Always type the financial institution's web address directly into the internet browser's address bar.
14. Users should learn what the financial institution's web site looks like and what questions are asked to verify identity. The slightest change of a web site in appearance, poor grammar, and/or additional security questions may signify a "man-in-the-middle" attack.
15. Credit card transactions shall be processed in compliance with the Payment Card Industry Data Security Standard (PCI DSS).
16. Employees will not use City account passwords or similar passwords for any personal accounts unrelated to City operations. Employees when asked to choose passwords will not use a password or similar password to any passwords they use on personal non City related accounts.

IV. Identification of Red Flags:

Red Flags are categorized in four parts—employee, management, public and third party. The City has identified relevant Red Flags to include:

Employee Red Flags:

1. Lifestyle changes: expensive cars, jewelry, homes, clothes, etc.
2. Significant personal debt and credit problems-creditors appearing at the workplace.
3. Behavioral changes: may be an indication of drugs, alcohol, gambling, or fear of losing a job.
4. High employee turnover, especially in areas more vulnerable to fraud
5. Refusal to take vacation or sick leave.
6. Lack of segregation of duties in the vulnerable area.
7. Taxpayer complaints that they are receiving non-payment notices.
8. Discrepancies between bank deposits and posting.
9. Abnormal number of expense items, supplies or reimbursement to an employee.
10. Bank Accounts that is not reconciled on a timely basis.
11. Falsifying time sheets: inconsistent overtime charged, overtime charged. During a slack period or overtime charged for an employee not normally having overtime wages.
12. Purchasing: increased complaints on products, charges without shipping documents, high volume of purchases from new vendors, purchases that bypass normal procedures, vendors without physical addresses or addresses that match employee addresses.
13. Refusal to inventory items for sale or inconsistent/sloppy inventory.
14. Rewriting records under the guise of neatness in presentation.
15. Alteration and/or destruction of original City documents and records not in accordance with procedures indicated above.
16. Frequent detection of potentially malicious software on user's workstation which could indicate an attempt to compromise or allow compromise of network security to mask actions or to allow actions of a 3rd party to affect network security.

Management Red Flags:

1. Reluctance to provide information to auditors and/or frequent changes in external auditors.
2. Managers engage in frequent disputes with auditors.
3. Management decisions are dominated by an individual or small group.
4. Managers display significant disrespect for regulatory bodies.
5. Weak internal control environment.
6. Accounting personnel lax in their duties.
7. Decentralization without adequate monitoring.
8. Excessive number of checking accounts and/or frequent changes in banking accounts.
9. City assets sold under market value.
10. Excessive number of year end transactions.
11. High employee turnover.
12. Photocopies or missing documents.
13. Service contracts with no resulting product.

14. Request for significant funding in an unused budget line.

Public Red Flags:

1. There is a recent and significant increase in the volume of activity pertaining to an existing account.
2. Documents are provided for identification that appear to have been altered or forged.
3. The photograph or physical description on an identification presented is not consistent with the appearance of the person presenting the identification.
4. Other information in documents provided for identification is not consistent with the individual presenting the information.
5. The document presented appears to have been altered or forged or gives the appearance of having been destroyed and recreated.
6. A phone number or address provided is invalid, a mail drop or a prison address.
7. The personal information presented is not consistent with the personal identification provided.
8. Mail sent to the customer is returned as undeliverable although transactions continue to occur with regard to the individual.

Third Party Red Flags:

1. A financial institution identifies a suspicious transaction involving City funds.
2. A consumer reporting agency provides a credit freeze in response to a request for a consumer report.

V. Detection of Red Flags:

The City shall require any two of the following forms of identification to verify the identity of the person in question requesting sensitive information:

1. A valid NYS Driver's License or Identification Card;
2. A valid US Passport;
3. A valid US Green Card; and one of the following:
4. An original bill from an electric, gas, cable or other utility;
5. An original or certified copy of a birth certificate; **and/or**
6. An original or certified copy marriage and/or divorce decree with a notarized signature.
7. Court order, subpoena or other judicial documentation demanding access and/or documents.

The City shall utilize the following steps to detect employee and management red flags:

1. Create and regularly update internal controls for all departments.
2. Conduct periodic petty cash audits.
3. Regularly inventory files containing sensitive information.
4. Monitor City budget; report City's financial position regularly to the City Council.

VI. Responses to Red Flags:

In the event that a Red Flag is identified, the employee identifying the Red Flag shall immediately notify his/her supervisor. The employee's supervisor acting on behalf of the City shall determine whether or not a response is warranted upon a review of the information provided. If the supervisor determines a response is warranted, the supervisor shall notify law enforcement immediately and law enforcement will take appropriate action.

VII. Policy Violations:

Any violation of this policy by an employee of the City shall be investigated by the City Attorney's Office and the Office of Risk and Safety and appropriate disciplinary and/or legal action shall be taken by the employee's appointing authority in accordance with collective bargaining agreements; Civil Service Section 75 regulations, and/or "employee at will" termination proceedings.

VIII. Policy Administration and Updating:

The City Safety Committee shall be responsible for developing, implementing and updating this policy as well as providing training for all staff. The City Safety Committee shall also responsible for reviewing and updating this policy annually and presenting any changes to the City Council for approval as is necessary and appropriate.



Attachment A
CITY OF SARATOGA SPRINGS'
EMPLOYEE CONFIDENTIALITY AGREEMENT

This agreement is made between _____ (employee name) and the City of Saratoga Springs.

The employee agrees to the terms of this agreement in consideration of the employee's continued employment by the City of Saratoga Springs and in consideration of:

1. The employee acknowledges that, in course of employment by the City of Saratoga Springs, the employee has, and may in the future, come into the possession of certain confidential information including but not limited to names, addresses, dates of birth, social security numbers, protected health information, passwords, correspondence, and files.
2. The employee hereby agrees that he or she will at no time, during or after the term of employment, use or disseminate for his or her own benefit or the benefit of others, or disclose or divulge to others, any such confidential information.
3. Upon termination of employment, the employee will return to the City of Saratoga Springs, retaining no copies, all documents relating to the City of Saratoga Springs' business including, but not limited to, reports, manuals, correspondence, computer programs, and all other materials and all copies of such materials obtained by the employee during employment.
4. Violation of this agreement by an employee of the City shall be investigated by the City Attorney's Office and the Office of Risk and Safety and appropriate disciplinary and/or legal action may be taken by the employee's appointing authority in accordance with collective bargaining agreements; Civil Service Section 75 regulations, and/or "employees at will" termination proceedings.
5. Employees will not use City account passwords or similar passwords for any personal accounts unrelated to City operations. Employees when asked to choose passwords will not use a password or similar password to any passwords they use on personal non City related accounts.

City of Saratoga Springs: _____ Date: _____
(Department Head Signature)

Employee: _____ Date: _____
(Signature)



CITY OF SARATOGA SPRINGS'

Access to Documents Containing Sensitive Information

During the course of City business, documents containing sensitive information may be requested. This request may be for either the viewing of a permanent personnel file or documents pertaining to an individual employee. It is the policy of the City of Saratoga Springs to protect the identity of its employees and connections to the fullest. Therefore, requests for such documents containing sensitive information shall be thoroughly reviewed and a delay in fulfilling that request may occur.

Sensitive Information means any personal information collected by the City for a stated purpose in which the risk for identity theft is present. Sensitive information includes, but is not limited to: address, phone number, social security number, date of birth, credit check information, copy of driver's license, education dates, medical records, retirement information, birth certificate, garnishment information, paycheck/pay stub, check copies, drug testing records, dispatch blotter information, background checks, polygraph results, uniform ID information, cell phone bills, incident/accident records, Fire Department run data, spouse and dependent information, health insurance plan information, beneficiary information, W9s, Patient Care Reports, Risk Management files, litigation files, employee personnel files including Section 78 proceedings, and computer passwords.

Permanent Personnel Files

An employee who requests viewing of his/her permanent personnel file shall only be honored with verification of identity as prescribed below and in accordance with the "Freedom of Information/Personnel Files" policy found in the City's Personnel Manual. A record of the viewing and/or release of such documents evidencing the signature of both the City employee providing the information and the requesting party receiving the information shall be kept in the employee's permanent personnel file in accordance with the NYS Retention Schedules.

Other Documents Containing Sensitive Information

Requests for documents containing sensitive information shall only be honored with verification of identity as prescribed below and only to those individuals prescribed on the request form. A record of the release of such documents evidencing the signature of both the City employee providing the information and the requesting party receiving the information shall be kept by each department in accordance with the NYS Retention Schedules.

Verification of Identity

The City shall require any two of the following forms of identification to verify the identity of the person in question requesting sensitive information:

1. A valid NYS Drivers License or Identification Card;
2. A valid US Passport;
3. A valid US Green Card; **and one** of the following:
4. An original bill from an electric, gas, cable or other utility;
5. An original or certified copy of a birth certificate; and/or
6. An original or certified copy marriage and/or divorce decree with a notarized signature.
7. Court order, subpoena or other judicial documentation demanding access and/or documents.



Exhibit B
REQUEST FOR ACCESS TO DOCUMENTS
CONTAINING SENSITIVE INFORMATION

Date: _____

Requestor Name: (Print) _____

Relationship to Employee/City: (circle) Employee Supervisor/Manager Government Agencies
Individual Other _____

I am requesting access to: _____
(Documents requested)

I am requesting access to these documents for: (Check appropriate reason).

- _____ I am an employee and wish to view/have copies of my file or other documents pertaining to my personal information.
- _____ I am a former employee (or representative) and would like a copy of my file or other documents pertaining to my personal information.
- _____ I am in the direct supervisory line or appointing authority for this employee.
- _____ I am a government official and have proper documents to secure access to this file or other documents pertaining to an individual's personal information.
- _____ I am the individual who the sensitive information pertains to.

I attest that I have read the above disclosure regarding Access to Documents Containing Sensitive Information and agree to adhere to them, and that I have a legitimate business reason or right to review and/or be provided hard copies of these documents.

Signature

Date

To Be Completed by Human Resources/Departments

Check the appropriate action:

- _____ The identity of the above individual/employee/designated representative requesting access to these documents was verified. This information was reviewed in my presence, and I verify that no documents were altered, added, or removed from the file.
- _____ The identity of the individual/employee/designated representative requesting access and copies was verified. I made the allowable copies and submitted them to the requestor. I verify that no documents were altered, added, or removed from the file.
- _____ The identity of the individual/employee/designated representative requesting access and copies was verified. I provided the requested reports and submitted them to the requestor.

Signature of HR/Department Representative

Printed Name

Date

Title: Special Events Community Planning

Date of Origin: 120616

Responsible Party: All Departments

I. Introduction:

A wide variety of events and activities have chosen to make Saratoga Springs their home due to its natural beauty, diverse cultures, and the variety of locations available for use. Each of these events helps to contribute to the dynamic atmosphere found in Saratoga Springs.

The following pages include the City of Saratoga Springs Special Event Application and instructions. It is our goal to assist event organizers in planning safe and successful events that create minimal disruption to the communities surrounding the events.

Upon the submission of an event application you may be required to meet with the City's staff to review various aspects of your event. While many city departments joined together to make this process convenient yet comprehensive, please be aware that in some cases you may have to contact other county or state agencies to complete the required application. Doing so in a timely fashion will avoid delays in processing your application.

On behalf of the City of Saratoga Springs, we thank you for contributing to the spirit and vitality of our city. Best wishes for a successful event!

II. Procedure:

Any festival, parade, race, fundraiser, or other event taking place on public property and that is open to the public requires a Special Event Permit. All permit applications shall be fully completed, printed, legible and submitted to the City Clerk's Office, City Hall, 474 Broadway, Saratoga Springs, NY 12866.

Permit applications may be filed as early as twelve (12) months prior to an event.

If you are submitting an application for a parade and/or walk-run-bike event, you must submit your application and ALL of the required attachments no less than NINETY (90) days prior to your event, to allow for review by the City and NYS Department of Transportation.

Applications for Special Events other than previously described must be submitted with all required attachments no less than SIXTY (60) days prior to your event. Event applications received after time period will not be accepted.

Please note that first time and larger events take more time to plan, so event applications should be turned in early for proper consideration.

You may not advertise for your event until your application for a Special Event is approved by the City.

The City will only approve one event per calendar day that requires City resources. The City reserves the right to allow exceptions to this. Applications are accepted on a first-come, first-served basis for new events. The City reserves the right to dedicate particular days for annual events that have taken place for the past three (3) consecutive years. The City reserves the right to have calendar blackout dates. The City will consider event applications for days that are considered holidays for City employees, if City employees are required for the event, contingent on employee availability. Holiday events requiring City staff will be charged the holiday labor rate.

Applications for parades, walking, running, and biking events will only be considered for City-approved courses, provided that adequate resources such as law enforcement, traffic control, and public works are provided for.

Attendance of events that use any public right-of-way (street, sidewalk, etc.) must be open to the general public.

The permit process begins when you submit an Application. Acceptance of your application should in no way be construed as final approval or confirmation of your request. Events should not be advertised until the City has granted approval for the event.

City departments have the authority to deny a permit application for reasons that include, but are not limited to, the determination that:

- the application is not complete or has not met the established timelines;
- public safety is at risk;
- the proposed resources are not adequate to handle the event;
- the quality of life for surrounding communities will be unreasonably impacted;
- vehicular traffic flow will be inappropriately compromised;
- the City cannot provide the needed resources;
- elements of the event are in violation of the City of Saratoga Springs Municipal Code or Regulations, or State or Federal Laws
- the event has unpaid financial obligations to the City from previous events

Denials of event permits may be appealed in writing to the City Council.

III. **Application Information:**

Event Publicity:

You must obtain approval of the event **PRIOR** to promoting, marketing or advertising for it. An Event Permit will not be issued until the application contains all required certificates and permissions. Advanced advertisement of an event will not influence the City's decision to approve/disapprove an event. **Any printed advertising or promotional materials must contain contact information for people who can answer questions and arrange for special accommodations in order for everyone to fully participate in the event.**

Costs and Fees:

Event Organizers have the option of providing volunteers to accomplish the following tasks or to pay the City to complete them subject to Saratoga Springs Police Department Administrative Services Division approval:

- Picking up, setting up and breaking down barricades, traffic cones, and traffic control signs, except on State highways. All traffic control equipment must be provided by the Event Organizer and approved for use by the City under this option.
- City Traffic Control Staff must place and remove No Parking Signs. Event Organizers are not permitted to perform this task.
- Monitoring barricades for traffic control during events
- Providing traffic flaggers at active road crossings. Traffic flaggers may only be used as approved by the Saratoga Springs Police Department. All persons acting as traffic flaggers shall wear an appropriate High Visibility Traffic Control Vest.

Event Organizers have the option of providing volunteers to accomplish the following tasks or to pay the City to complete them subject to Saratoga Springs Department of Public Works approval:

- Trash/recycling/compost collection and disposal.

Failure to provide the agreed upon traffic control equipment and volunteers for the dates and times committed to will result in:

- Responsibility for costs incurred by the City for substitute services
- \$200 fine for non-performance
- Possible event delay or cancelation if public safety is jeopardized

Fees for the use of City resources shall be governed by the City fees annually approved by the City Council.

Failure to break-down or clean-up per the committed timeline in application will result in the organization being financially responsible for any costs incurred by the City for substitute services as a result of the event AND a \$200 fine for non-performance of the executed application. Events with unpaid financial obligations to the City will not be considered for future events.

Event Organizer and Contact Information:

The Event Organizer is the designated individual who has been authorized to apply for the permit and to plan the event. This person must be available to work closely with the City's Department staff throughout the permitting process. During your event a contact person must be available on-site. The contact person shall provide the City with a cellular telephone

number, or pager number, or designate some other way to contact him/her during the event. The contact person is required to have full authority to act on behalf of and make decisions for, any sponsoring organization for all segments of the event. Failure to communicate and coordinate problems with City representatives on the day of the event may result in denial of future events.

Street Closures:

Residential street closures are subject to the approval of the City and County and/or NYS Department of Transportation as applicable. Any new Running race, created after July 1, 2015, that requires the use of public streets or roadways shall utilize preselected courses provided by the Saratoga Springs Department of Public Safety.

- If your event involves closing more than one street block, you are required to submit a detailed Traffic Control Plan prepared by someone with professional traffic control training, or the City can provide this service at the set rate.
- If your event involves street closures, you may be required to obtain traffic control/safety equipment such as barricades, traffic cones, signs. Though City Department's may be able to assist you, ultimately it is your responsibility to ensure proper traffic control during the full extent of your event.
- If the closure creates a potential hazard, your organization will be required to consult with the Saratoga Springs Police Department and the Traffic Control Department.
- For more than a single block closure, a map and Traffic Control Plan will be required showing the desired locations for traffic barriers, road closings, traffic detours and parking restrictions.
- If your event requires someone to direct traffic in the streets, you may be required to hire someone who has professional traffic control training to complete this task.
- Event Coordinator shall notify affected residents of upcoming event at least one week prior to event date, once they receive approval from City.

Parking Plan, Shuttle Plan and Public Notice:

You may be required to provide advisory and/or directional signage prior to the event if your event impacts a major-use roadway. Advisory signs are intended to provide advance notice to the public of the scheduled closure.

If an event involves closing a street that contains reserved accessible parking for more than two (2) hours, the organizer will be required to work with the City to provide temporary reserved accessible parking spaces outside the closed venue area. One space will be required for each existing parking space displaced. In some situations when sufficient parking is not available, the event organizer may be required to provide a shuttle plan. The shuttle plan presented must include accommodations for people with disabilities.

You may be required to implement mitigation measures for negative consequences imposed upon others by your event, such as street closures. Mitigation measures may include hand-delivering notices to affected residents, businesses, and churches; placing an advertisement in local newspapers; posting flyers in business windows; or distributing a local news release including printed, radio and television media. Notices must reflect the date(s), day(s), time(s), location(s) and types of activities taking place during your event. The notice must give detour or alternate route information if normal access is affected or if transportation systems are impacted.

Amplified Sound and Other Noise Sources:

It shall be unlawful for any person to make any unreasonable noise within the boundaries of the City of Saratoga Springs. For purposes of this chapter, "unreasonable noise" shall mean any noise which is of such character that a reasonable person of normal sensitivities would not tolerate it under the circumstances, or is detrimental to the life or welfare of any individual, or causes a risk of public inconvenience or alarm. Please see Chapter 148 of the City Code for instructions. All efforts must be made to comply with this Code.

Approval of amplified sound or other noise sources is conditional upon the sound remaining at a reasonable level throughout the duration of the event. Complaints about unreasonable sound levels may result in a request to reduce the volume level and/or an order to immediately remove the sound source.

Use of Electricity, Alternate Power Sources and Pyrotechnics:

Use of city electric sources may be available at some facilities at a pre-determined cost. Your application must include information about the power sources you will be using during your event. The City may require that a licensed electrician be available during the event to ensure safe equipment connections. Planned uses of generators, special lighting,

fireworks or pyrotechnics shall require a thorough review by the Saratoga Springs Fire Department and may require separate permits.

Food Concessions and Their Preparations:

Guidelines for food concessions and preparation are governed by the New York State Department of Health. You can contact them at (518) 793-3893. These guidelines give details on how your organization manages food handling, preparation and distribution in the most responsible and legal manner. If food or beverages are sold or given away during special events, a New York State Department of Health Permit is required by each vendor serving food. All vendors are required to submit copies of their Health Permits to the Event Organizer and to the City. The Event Organizer is responsible for providing this information to the City. In addition, permits are required for vendors that use tents and/or canopies. The Saratoga Springs Fire Department may require an inspection at your cost before and/or during the event. The NYS Fire Code will be strictly enforced.

Concessions:

The Event Permit requires the Event Organizer to exercise exclusive control and regulation over any concessionaires present at the event. You will be expected to provide a plan for such concessionaires including loading and unloading of equipment and products, security, fire lane and fire code compliance, evacuation plans in case of emergencies, trash and grease clean-up and disposal.

Alcohol: *No alcohol shall be consumed or sold in City parks or on public grounds and streets per Chapter 61-1 of the City Code.*

Tents and Temporary Structures:

Tents and canopies larger than 400 square feet, and temporary structures require an additional permit per Section 2403 Temporary Tents, Canopies and Membrane Structures of the ICC Code from the Accounts Department City Clerk's Office. You can contact them at (518) 587-3550 x 2548. You must contact the Department of Public Works (518) 587-3550 x 2561, to identify locations where tents can be placed within City parks. Prior approval is required to have tents and structures placed on city property prior to the event date and removed after the event date. All tents and other objects that require staking in the ground are subject to and will adhere to Dig Safely New York regulations. Tents are to be kept back to curbs for Emergency vehicles.

Crowd Control and Security:

Event organizers are required to provide a safe and secure environment for their event. This is accomplished through sound pre-planning and by anticipating potential problems and concerns. The size, type, location, and time of the event, as well as event activities, are all areas that need to be analyzed in depth. The Police Department will assess the level of security required for the event. On the occasion that a private security company is authorized by the City to provide security for an event, all security companies hired to work an event must be licensed, bonded, and insured and proof must be submitted to the City before a permit application will be approved. Security companies must submit a written communication plan describing how communications will be handled between them, the Event Organizer and the Saratoga Springs Police Department during the event. The City reserves the right to deny an application based on inadequate security plans or the selection of a security company that has not worked cooperatively with the City in the past.

Event Accessibility Plan:

"Accessible" describes a site, building, facility or portion thereof that can be approached, entered and used by all people. It is the Applicant's responsibility to comply with all city, county, state and federal accessibility requirements that are applicable to the event. All indoor and outdoor sites for events must be accessible to persons with disabilities. If a portion of the area is inaccessible, an alternate area must be provided with the same activities that are in the inaccessible area. The alternate site cannot, however, be offered only to patrons with disabilities. Accessibility requirements shall include parking, restrooms, clear paths of travel, transportation, accessible vendors and booths. If all areas are not accessible, a map or program must be provided to attendees, indicating the accessible restrooms, parking, and other facilities and venues.

Emergency Evacuations and Cancellation of Event:

The City reserves the right to suspend your activities and announce the need to clear the area for emergency vehicles and personnel in the event of a natural or man-made emergency or severe weather during your event. Event Organizers shall assist emergency personnel in evacuating employees, volunteers, entertainers, and the general public from the

area. A contingency plan shall be prepared in case the event needs to be canceled, postponed, or relocated due to public safety concerns including adverse weather conditions.

Anti-Discrimination and Equal Opportunity Obligations:

In accordance with City laws the sponsoring organization will not discriminate against any employee, applicant for employment, sub-contractor, supplier of materials or services, or program participant because of actual or perceived: age, creed, color, disability, ethnicity, familial status, gender, height, immigration or citizenship status, marital status, national origin, race, religion, sexual orientation, socio-economic status, or weight.

Insurance Requirements:

The City of Saratoga Springs requires a Certificate of Insurance naming the City as an additional insured on a primary and non-contributory basis for the event to be held for commercial general liability insurance, including personal injury liability insurance, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. Proof of One Million Dollars commercial auto insurance must be provided if any vehicles will be included as part of this application and event. Proof of NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance or waiver of same from the NYS Workers Compensation Bureau is required per NYS Law. Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. Please provide the required Certificate of Insurance with your application.

City Waiver:

Anyone participating in your bike-walk-run race must execute the City's waiver agreement. A copy of the City's required waiver is included with this application package. The executed waivers must be presented to the City Clerk's Office in a DIGITAL FORMAT within ONE WEEK of the completion of the event being held.

Anticipated Attendance Over 5,000 People:

If your event's participants and attendance is expected to be FIVE THOUSAND (5,000) or more, you must apply and provide the following permits from the New York State Government prior to submitting an Special Events Application with the City. This application is the NYS Department Of Health Part 18 Public Gathering Permit. Please provide a Public Gathering Permit issued by the NYS Department of Health for any event whose participants and attendance is expected to be 5,000 individuals or greater. Website Address is: <http://www.health.ny.gov/professionals/ems/emsforms.htm>

Volunteer Assumption of Risk and Waiver/Release For Injuries, Damages and Claims For Races

Name of the Speed Contest: _____

I hereby acknowledge that my provision of volunteer services for the _____ carries with it the potential for death, serious injury and/or property loss. I hereby expressly assume all risk of injury and damage and release the State of New York, New York State Department of Transportation, the _____, and the City of Saratoga Springs, NY from all liability and claims of whatever nature or cause which may occur as a result of the provision of my volunteer services for the _____. I further acknowledge that "No person or entity shall have the right to bring an action against the State, _____ and the City of Saratoga Springs, NY or any person employed by the State, _____ or the City of Saratoga Springs, NY who was acting within the scope of his authority, for damages resulting from or in connection with any such race, contest or exhibitions."

Printed Name of Participant/Contestant

Address

Signature of Participant/Contestant

Date

If participant/contestant is a minor, (less than 18 years of age), parent or legal guardian must also sign:

Printed Name of Parent/Legal Guardian

Relationship to Participant/Contestant

Signature of Parent/Legal Guardian



Participant Agreement, Indemnification and Risk Acknowledgement

In consideration of the services of the City of Saratoga Springs and its agents, officers, participants, consultants, employees and all persons or entities in any capacity on their behalf ("The City"), and in consideration of my participating in the _____ event sponsored by _____ ("_____"), I now agree to release and discharge **The City and _____**, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I hereby acknowledge that _____ entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to me, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.
THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO:
 - (1) Nature of the activity
 - (2) Latent or apparent defects or conditions in equipment or property supplied by **The City or _____**
 - (3) Use of property by myself, others or equipment supplied by **The City or _____**, or other persons or entity
 - (4) Acts of other participants in this activity, employees or agents of **The City or _____**
 - (5) My own physical condition or acts or omissions
 - (6) Conditions of **The City** facility, surrounding grounds or terrain and accidents connected with their use
 - (7) First Aid emergency treatment or other services
2. I expressly agree and promise to accept and assume all risks associated with this activity. My participating in this activity is purely voluntary and I elect to participate in spite of these risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The City and _____, from any and all claims, demands, or causes of action which are in any way associated with this activity or my use of City equipment or facilities, including any such claims which allege negligent acts or omissions of The City or _____.
4. Should The City or _____ or anyone acting on their behalf incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless The City and _____ or any such person from all such fees and costs.
5. I hereby state that I will bear the cost of any injury or damage that I may cause or suffer while participating.
6. I further certify that I have no medical or physical conditions which would or could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during my participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against **The City or _____**, on the basis of any such claim or claims from which I have released them herein. I have had sufficient opportunity to read this entire document. **I certify that I am 18 years of age or older and that I have read and understood it and agree to be bound by its terms and conditions.**

Signature of Participant: _____ **Printed Name:** _____

Address: _____ **Telephone No.:** _____

Date: _____ **Emergency Contact/Tel. No.:** _____

In the event the volunteer participant is under the age of eighteen (18) years of age, the underage volunteer's parent or guardian must execute the following:

In signing this agreement, you acknowledge that you fully understand there are inherent risks and dangers associated with your and/or your child's participation in _____. You also understand and acknowledge your and/or your child's participation in these activities and use of any City facility and/or City equipment related to such activities may result in injury, illness or death and damage to personal property. You understand other participants, accidents, forces of nature or other causes outside of the control of the City or _____ may cause these risks and dangers and you hereby accept those risks for yourself and your child(ren). You agree to indemnify and save harmless the City and _____ from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of your and/or your child's participation in _____ provided that any such claim, damage, loss or expense is not directly attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of the City or _____, their agents or employees.

Parent/Guardian Signature _____ **Date** _____

Parent/Guardian Printed Name _____

Title: **Workplace Violence Panic Button Protocol**

Date of Origin: **011708**

Responsible Party: **Risk and Safety and Police Department**

I. Policy:

The City has invested Capital Budget monies in panic button technology in several key locations within City owned/maintained buildings in support of the City's Workplace Violence Prevention Program. Protocols associated with the use of installed panic buttons will vary with location depending if the location is within the confines of City Hall which are cellular or in offsite remote locations requiring dial up. The protocol as presented identifies the steps needed to regularly maintain the technology in use. The City's Police Department shall control and monitor the City's Panic Button Security System as part of its ongoing law enforcement protection programming.

II. Protocol:

1. Any department or individual requesting the installation of a panic button shall make a formal written inquiry to the Office of Risk and Safety. Risk and Safety shall forward the request for panic button technology to Police Department personnel assigned to the task of reviewing the request and conducting a security assessment of the location requesting the technology.
2. The Police Department and Director of Risk and Safety will discuss the security assessment with the requestor and collectively decide the best use of technology available. All final determinations for requests for panic button technology will be brought to the Safety Committee as part of the City's Workplace Violence Prevention Programming.
3. Each panic button installed shall be tested on the first Wednesday of each month between the hours of 9AM and 12PM under the express direction and in coordination with Police Department personnel. It will be the responsibility of each individual assigned a panic button to initiate the activation when asked to do so. Each Commissioner and the Mayor shall be responsible for ensuring employees within their control regularly manage the technology governed by this policy.
4. The Police Department shall maintain a written record of such tests and any other activation as part of its normal business records and shall also maintain an up-to-date list of all panic button locations in the Dispatch Area of the Police Station. The written list will be kept in the Police Department Dispatch Area in close proximity to the designated Panic Alarm Station.
5. Panic button tests shall be presented to Safety Committee on a monthly basis.
6. Compliance of the Workplace Violence Prevention Panic Button Protocol shall be the responsibility of the City Safety Committee, each Commissioner and the Mayor.
7. There shall be an annual review of the panic button technology as to its effectiveness, costs of expansion, and costs of maintenance.

Title: Workplace Violence Prevention Program

Date of Origin: 020607

Responsible Party: Human Resources, Risk and Safety and All Departments

I. Policy:

The City of Saratoga Springs is dedicated to the security, safety and overall well being for all of our employees. The City's goal is to invest, as best we can, in the safety and security of our workplace so we can provide our employees with the environment they need to be productive for our constituents.

All incidents pertaining to "employee to employee" issues regarding perceived or alleged workplace harassment shall be reported to the Human Resource Administrator or Department Head in accordance with the City's Employee Policy and Procedures Manual. A copy of each complaint shall be given to the City Attorney and the Director of Risk and Safety.

Conduct that constitutes violence will not be tolerated from any City employee. Instances involving assault, criminal conduct or any other tortuous conduct by a City employee will be dealt with in accordance with the law and previously established City policies.

II. Definition:

Workplace violence is any physical assault, threatening behavior, or verbal abuse occurring in the workplace and can be directed at or engaged in by co-workers, strangers, customers, or personal relations. The National Institute for Occupational Safety & Health (NIOSH) defines workplace violence as "violent acts (including physical assaults and threats of assaults) directed toward persons at work or on duty." A workplace is defined as any location either permanent or temporary where an employee performs any work related duty.

III. Risk Areas:

While workplace violence can occur in any workplace setting, examples of employment situations that may pose a higher risk(s) include:

- Contact with the public
- Duties that involve the exchange of money
- Delivery of passengers, goods or services
- Duties that involve mobile workplace assignments
- Working with unstable or volatile persons in healthcare, social service or criminal justice settings
- Working alone or in small numbers
- Working late at night or during early morning hours
- Working in high crime areas
- Duties that involve guarding valuable property or possessions
- Working in community based settings
- Working in areas with previously identified security problems
- Uncontrolled access to the workplace

IV. Program Requirements:

The NYS DOL Law requires public employers to perform a risk evaluation of their workplace to:

- determine the presence of factors or situations that might place employees at risk from occupational assaults and homicides;
- prepare a workplace violence prevention program; and
- inform and train employees on the requirements of the NYS DOL Law and the workplace risk factors that were identified.

Public employers with a combined total of 20 or more full-time permanent employees shall develop and implement a written workplace violence prevention program and provide employee training on workplace prevention measures and other information contained within the employers written program. Such employers shall also inform employees of the location and availability of the written workplace violence prevention program. Employee workplace violence prevention training will be provided at the time of job assignment and annually thereafter.

The written workplace violence program will be proactive, capable of assessing potential threats before they occur, and capable of responding to actual incidents immediately

1. The Director of Risk and Safety in cooperation with and on behalf of the City Safety Committee shall conduct workplace risk evaluations on an annual basis per New York State Department of Labor (DOL) Public Employee Health and Safety regulations (PESH) to:
 - determine the presence of factors or situations that might place employees at risk from occupational assaults and homicides;
 - prepare and annually review a Workplace Violence Prevention Program; and
 - inform and train employees on the requirements of the NYS DOL PESH Law and the workplace risk factors that were identified.
2. Issues involving worksite safety shall be reported to the Director of Risk and Safety.
3. The Director of Risk and Safety shall provide employee workplace violence prevention training at the time of job assignment and annually thereafter.
4. The City's Workplace Violence Prevention Program shall be proactive, capable of both assessing potential threats before they occur, and responding to incidents.

V. Risk Factors Identified:

The City of Saratoga Springs recognizes the dynamics of the provisions of public service to the community at large. It adopts the issues identified by the NYS Department of Labor Safety and Health Division. Additional issues identified will be addressed on an ongoing basis at Safety Committee with recommendations made to departments and City Council on a periodic basis. Opportunities for Improvement and proposed solutions will be periodically reported to City Council as needed. Preliminary issues identified include:

- Duties that involve the exchange of money:
 - Mayor's Department:
 - Building and Zoning
 - Civil Service
 - Community Development
 - Human Resources
 - Planning and Economic Development
 - Finance Department:
 - Tax Collections
 - Petty Cash
 - Accounts Department:
 - City Clerk
 - Public Safety:
 - Parking
 - Public Works Collections:
 - Engineering
 - Utility
 - Compost
 - Street Openings
 - Carousel Collections
 - Recreation Department Collections
- Delivery of passengers, goods or services:
 - Mayor's Department
 - Building and Zoning
 - Community Development
 - Planning and Economic Development
 - Finance Department
 - Accounts Department
 - Public Safety
 - Code Enforcement
 - Fire
 - Parking Enforcement
 - Police
 - Public Works
 - Building and Grounds

- Engineering
 - Utilities
 - Water and Sewer
- Recreation
- Duties that involve mobile workplace assignments:
 - Accounts
 - Public Safety
 - Police
 - Fire
 - Parking Enforcement
 - Public Works
 - Building and Grounds
 - Engineering
 - Streets
 - Water and Sewer
 - Utilities
 - Recreation
- Working with unstable or volatile persons in healthcare, social service or criminal justice settings:
 - Mayor's Department
 - Finance Department
 - Public Safety
 - Public Works
 - Recreation
 - Risk and Safety
- Working alone or in small numbers:
 - Mayor's Department
 - Finance Department
 - Accounts Department
 - Risk and Safety
 - Public Safety
 - Public Works
 - Carousel/Canfield Casino
 - Dispatch
 - Engineering
 - Recreation
- Working late at night or during early morning hours:
 - Police
 - Fire
 - Canfield Casino
 - Public Works
- Working in high crime areas
- Duties that involve guarding valuable property or possessions:
 - Mayor's Department
 - Finance Department
 - Accounts Department
 - Public Safety Administration
 - Public Works Administration
 - Congress Park
 - Canfield Casino/Carousel
 - Recreation
- Working in community based settings
 - Mayor's Department
 - Finance Department
 - Accounts Department
 - Public Safety
 - Public Works
 - Recreation

- Working in areas of previously identified security problems:
 - Mayor's Department
 - Finance Department
 - Accounts Department
 - Public Safety Administration
 - Public Works Administration
 - Recreation
- Unidentified persons in the Workplace

VI. Methods of Workplace Violence Prevention:

As they pertain to this policy, the City of Saratoga Springs shall address issues involving workplace safety as follows:

1. City Owned and/or Maintained Property:

City owned buildings shall be secured using the following protocols:

- Doors should never be propped open. Locations having money and/or secure information shall be kept locked and separate from general entry.
- Security card entry systems have been installed within City Hall and the Recreation Center to limit access to secured areas.
- Concealed weapons are strictly prohibited in/on all City owned and maintained buildings/properties. City law enforcement officials shall be exempt from this provision.
- Security cameras have been installed with a direct feed to the Police Department for City owned buildings identified as being at high risk when possible.

2. Identification Cards:

- Employees shall be issued an identification card by the Human Resource Administrator and shall be required to display the identification card with a current color picture visible on the front side of the badge itself along with the City seal and employee name.
- City issued identification cards must be worn at all times within the workplace. Identification cards should also be carried at all times by employees who work outside of the traditional workplace setting, i.e. police, fire, and public works.
- Whenever an employee's appearance changes substantially; i.e., shaved head, growth of beard, sex change or gender modification, change in hair color, or appearance altering plastic surgery, the identification card picture should be updated.
- All City identification cards shall be issued upon employment and rescinded upon separation without exception by the Human Resource Administrator.
- The City's Police Department shall own, control and maintain the Identification Card Program technology.

3. Bomb Threat Protocol: The City has adopted the Federal Bureau of Investigation's protocols for Bomb Threats.

4. Security Cameras: The City shall install and maintain security systems to protect City owned buildings, properties, and the employees who work within them. Security camera systems will send video feed to the City's Police Department whenever possible. For ancillary worksites where a direct connection to the City's Police Department is not possible, steps will be taken to record and save the video feed for police use. The Office of Risk and Safety in partnership with the Safety Committee shall be responsible for the installation and management of all fire and security systems for City buildings and properties controlled by the Department of Public Works.

5. Panic Buttons:

Homeland Security studies have identified the need for panic buttons in various locations throughout the City Hall workplace. Risk assessments will occur on an annual basis to quantitatively measure the ongoing need for panic button installation within individual department and in other City buildings undergoing similar studies.

Department heads will be consulted to determine how the Workplace Violence Prevention Program may best meet the needs of the employees working within that department on both an initial and ongoing basis. If there is a quantitative determination made that panic buttons are needed within a particular City owned and/or maintained location, the Safety Committee shall make the determination as to how best accommodate the request. Risk and Safety will act as the Safety Committee's liaison to the placement and installation of the panic buttons with feedback

to the Safety Committee on its progress and management. Panic Button Technology within City Hall and other pertinent City owned locations shall be mutually owned and maintained by the Police Department and the Office Risk and Safety Office.

VII. Reporting Incidents of Workplace Violence:

1. All incidents of workplace violence within any City department shall be reported to the Human Resource Administrator on the City's **Workplace Violence Incident Report**.
2. The Human Resource Administrator shall provide the City Attorney and the Director of Risk and Safety with a copy of the complaint filed with twenty four (24) hours of its receipt and shall work together with the Director of Risk and Safety and the City Attorney to investigate each alleged incident of workplace violence.
3. The City of Saratoga Springs Police Department shall be immediately contacted if any such incident involves an immediate threat to the safety and welfare of the general employee population. The Police Department will then assume control of the incident and any ensuing investigation.
4. Opportunities for workplace site health and safety improvements identified by the Police Department shall be immediately provided to the Director of Risk and Safety for further action in accordance with this program.
5. Upon completion of the workplace violence investigation, a copy of the completed workplace violence investigation shall be provided to the Department Head.
6. The Human Resource Administrator shall work with the Department Head on any employee disciplinary issues resulting from the investigation.
7. The Director of Risk and Safety shall report any identified workplace violence site safety issue(s) and recommend solutions for remediation to the Department Head.
8. The Director of Risk and Safety shall report such site safety issues to the Safety Committee. The Committee shall work to develop the appropriate safety prevention and control strategies and solutions.
9. The Safety Committee will assist the appropriate Department Head with Workplace Violence Prevention Program initiatives and identify any trends that may pose a liability or financial risk to the City of Saratoga Springs.

BOMB THREAT PROCEDURES

This quick reference checklist is designed to help employees and decision makers of commercial facilities, schools, etc. respond to a bomb threat in an orderly and controlled manner with the first responders and other stakeholders.

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

If a bomb threat is received by phone:

1. Remain calm. Keep the caller on the line for as long as possible, DO NOT HANG UP, even if the caller does.
2. Listen carefully. Be polite and show interest.
3. Try to keep the caller talking to learn more information.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
5. If your phone has a display, copy the number and/or letters on the window display.
6. Complete the Bomb Threat Checklist immediately. Write down as much detail as you can remember. Try to get exact words.
7. Immediately upon termination of call, DO NOT HANG UP, but from a different phone, contact authorities immediately with information and await instructions.

If a bomb threat is received by handwritten note:

- Call _____
- Handle note as minimally as possible.

If a bomb threat is received by e-mail:

- Call _____
- Do not delete the message.

Signs of a suspicious package:

- No return address
- Excessive postage
- Stains
- Strange odor
- Strange sounds
- Unexpected delivery
- Poorly handwritten
- Misspelled words
- Incorrect titles
- Foreign postage
- Restrictive notes

*** Refer to your local bomb threat emergency response plan for evacuation criteria**

DO NOT:

- Use two-way radios or cellular phone. Radio signals have the potential to detonate a bomb.
- Touch or move a suspicious package.

WHO TO CONTACT (Select One)

- 911
- Follow your local guidelines

For more information about this form contact the DHS Office for Bombing Prevention at OBP@dhs.gov



Homeland Security

2014

BOMB THREAT CHECKLIST

DATE:

TIME:

TIME CALLER
HUNG UP:

PHONE NUMBER WHERE
CALL RECEIVED:

Ask Caller:

- Where is the bomb located?
(building, floor, room, etc.)

- When will it go off?

- What does it look like?

- What kind of bomb is it?

- What will make it explode?

- Did you place the bomb? Yes No

- Why?

- What is your name?

Exact Words of Threat:

Information About Caller:

- Where is the caller located? (background/level of noise)

- Estimated age:

- Is voice familiar? If so, who does it sound like?

- Other points:

Caller's Voice	Background Sounds	Threat Language
<input type="checkbox"/> Female	<input type="checkbox"/> Animal noises	<input type="checkbox"/> Incoherent
<input type="checkbox"/> Male	<input type="checkbox"/> House noises	<input type="checkbox"/> Message read
<input type="checkbox"/> Accent	<input type="checkbox"/> Kitchen noises	<input type="checkbox"/> Taped message
<input type="checkbox"/> Angry	<input type="checkbox"/> Street noises	<input type="checkbox"/> Irrational
<input type="checkbox"/> Calm	<input type="checkbox"/> Booth	<input type="checkbox"/> Profane
<input type="checkbox"/> Clearing throat	<input type="checkbox"/> PA system	<input type="checkbox"/> Well-spoken
<input type="checkbox"/> Coughing	<input type="checkbox"/> Conversation	
<input type="checkbox"/> Cracking voice	<input type="checkbox"/> Music	
<input type="checkbox"/> Crying	<input type="checkbox"/> Motor	
<input type="checkbox"/> Deep	<input type="checkbox"/> Clear	
<input type="checkbox"/> Deep breathing	<input type="checkbox"/> Static	
<input type="checkbox"/> Disguised	<input type="checkbox"/> Office machinery	
<input type="checkbox"/> Distinct	<input type="checkbox"/> Factory machinery	
<input type="checkbox"/> Excited	<input type="checkbox"/> Local	
<input type="checkbox"/> Laughter	<input type="checkbox"/> Long Distance	
<input type="checkbox"/> Lisp		
<input type="checkbox"/> Loud		
<input type="checkbox"/> Nasal		
<input type="checkbox"/> Normal		
<input type="checkbox"/> Ragged		
<input type="checkbox"/> Rapid		
<input type="checkbox"/> Raspy		
<input type="checkbox"/> Slow		
<input type="checkbox"/> Stutter		
<input type="checkbox"/> Soft		
<input type="checkbox"/> Stutter		

Other information:



**City of Saratoga Springs, NY
Workplace Violence Incident Report**

(Note: Please submit the completed form to the Human Resource Administrator, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY and a copy to the Director of Risk and Safety)

Affected Party(s): _____
Supervisor: _____ Depart/Phone Ext. _____

Incident Information:
Date of Incident: _____ Time of Incident: _____
Location of Incident (be specific): _____

Description of Incident: (Narrative)

Has this or a similar incident ever happened to you before? If so, please explain.

If you incurred any injury whatsoever, (physical-emotional) please describe the injury, in detail, and the location of any treatment received.

List all witnesses of the incident:

Name: _____ Department: _____
Contact Number: _____ Cell No.: _____

Was a weapon involved? If so, specify type and to what extent:

Aggressor Information:

Name: _____ Department: *(if an employee)* _____
Supervisor/Phone Number: *(if an employee)* _____
Relationship to aggressor: *(if stranger, indicated relationship, if any)* _____
Had anything occurred in the past to make you feel that this would happen? If so, please explain.

Home address/vehicle information: *(if not an employee)*

As you see it, does something need to be done to avoid such an incident from happening again? If so, explain. _____

Report Completed by/Date

Title

Reviewed/Approved by/Date

Title



City of Saratoga Springs Office of Risk and Safety Safety Committee

Marilyn Rivers, CPCU ARM AIC
Director of Risk and Safety
Safety and Compliance Officer
Safety Committee Chairperson

Executive Summary: Updates to 2017 City Risk and Safety Manual

The City Safety Committee, the City's insurance representatives, the City's labor lawyer, and the City Attorney's Office have worked together throughout the last few months to review and improve the City's existing Risk and Safety Manual that was approved by City Council in November of 2017. An extensive review occurred with regard to the old Section Three: Risk and Safety – Safety Committee Policies examining the content in relation to existing federal and state regulatory requirements and the mandates requested by the City's insurer.

The best way to review the totality of the changes to the 2017 version is to compare the Table of Contents in each version. (The tracked changes became too cumbersome to continue.) With that being said, the changes to this updated manual may be summarized as follows:

1. **Section One: Contract Administration** has been updated in accordance with the City's Purchasing Policy. The City's updated contract forms are included in this section.
2. **Section Two: Incident and Claims Reporting** has been updated to include Human Resources in employment related litigation.
3. Section Three of the 2017 version has been separated into three parts: Part Three: Safety Committee Policies; Part Four: Regulatory Compliance Policies; and Appendix: Forms. Within these parts you will see the existing policies moved to new sections and updated to current regulatory requirements.
4. The new **2019 Part Three: Safety Committee Policies** has several new additions that have taken directly from Travelers Insurance Loss Control Standards including:
 - a. Basic Safety Rules and Guidelines
 - b. Basic Equipment Maintenance
 - c. Basic Lifting Protocols
 - d. Keeping a Clean and Safe Workspace
 - e. Office Electrical Safety
 - f. Office Ergonomics
 - g. Concussion Protocols

Additionally, Bloodborne Pathogens has been updated to the new DOH Standards; Public Works has been added as a partner to the civilian Proximity Card Security Access Administration; and Fleet Safety has been updated by the City's current legal team to streamline wording and remove the Safety Committee as the review panel for repeat offenders changing it back to Human Resources, Risk and Safety and the City Attorney.

5. The new **2019 Part Four: Regulatory Compliance Policies** is a new section. It contains new OSHA-PESH information on how to read an OSHA policy; OSHA Footwear and Electrical Hazards; OSHA Personal Protective Equipment; and NYS DOH Ticks and Lyme Disease information. Some policies contained in the old 2017 Section Three including Boiler and Machinery; Emergency Generators; Excavation and Trenching; and Hazardous Waste Management again have been moved to this section and updated to current regulatory standards.
6. **Appendix: Forms** is a new section! It provides checklists, forms and fact sheets for the topics covered in earlier sections.

The Safety Committee hereby submits this **2019 City Risk and Safety Manual** for your review and approval. **Thank you in advance for your support of this very important project.**



City of Saratoga Springs, NY

Risk and Safety Manual

**Office of Risk and Safety
474 Broadway, Saratoga Springs, NY 12866**



Mission Statement:

The Office of Risk and Safety is charged with assisting the City Council in providing a safe and healthy working environment for its employees and the community in accordance with federal and state regulatory requirements. Risk and Safety oversees the identification of and measurement of the risks facing the City and community at large. It responds to and assists in the resolution of risk and safety related inquiries and complaints from citizens, employees, and employee bargaining units. It is the office tasked with assisting and responding to local, state and federal regulatory matters as they pertain to risk and safety issues. Risk and Safety develops programming in response to federal and state regulatory mandates and the City's Property and Casualty Insurance Program.

The Office of Risk and Safety is responsible for the management of the City's Property and Casualty Insurance Program; management of the procurement of the City's insurance; management of incidents, claims, and litigation covered by the City's insurance program; and those incidents and claims within the City's deductible. On a proactive basis, it sets the insurance limits for the City's bids and contractual agreements in keeping with the City's insurance company requirements reviewing the contractual agreements for risk and assists the City Attorney and Human Resources with employment practice matters as part of the City's insurance program.

Risk and Safety provides policy and programming recommendations to City Departments, its community partners, and City Council for adoption and assists in implementing the programming as adopted by City Council. Lastly, it assists the Department of Public Safety in managing the emergency program for the City and the County.

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Part One

Contract Administration

Title: Contract Administration Protocol

I. Policy

The Mayor and/or a Commissioner may initiate a contract review process for contractual agreements that requires City Council approval. This Contract Administration Protocol must be completed by the City Department establishing the contractual agreement (the "Contracting Department") and approved by the Purchasing Department, Finance Department, Director of Risk and Safety, and City Attorney **PRIOR** to the presentation of any contract to the City Council for review and consideration. The identification of a funding source and a budget appropriation must be in place **PRIOR** to the presentation of the contract for goods and/or services. The Mayor of the City of Saratoga Springs per the City's Charter shall have the sole responsibility of executing contractual agreements on behalf of the City Council with its permission.

II. Protocol

A. Contracts, Addendums/Change Orders, Amendments, and Processing Procedures:

1. Any department within the City may initiate contractual agreements, addendums, or amendments for goods and/or services purchased by and provided to the City. **Any City bid awarded requires a City Contract be executed.**
2. Department personnel shall utilize the City contract template as approved by the City Council whenever practicable. Contracts not on the City's contract template must be submitted to the City Attorney and Director of Risk and Safety for approval **PRIOR** to placement in the NOVUS Agenda system.
3. The Contracting Department shall have the responsibility of uploading the contractual agreement executed by the vendor into the City's NOVUS Agenda system a **minimum** of five (5) business days prior to the next available City Council Meeting. The contractual agreement must be executed by the vendor **PRIOR** to uploading the contract package into NOVUS Agenda. Supporting documentation is required and shall include, but not be limited to, the proposal; request for proposal (RFP), request for quote (RFQ), invitation for bid (IFB); and/or insurance documentation and any other special project considerations deemed appropriate.
4. The budget appropriation must be identified and communicated to the Finance Department and a certification of sufficient funds, when required (see Finance Policies), must accompany the contract submission in NOVUS.
5. The Purchasing Agent shall have the responsibility of examining the contractual documents to determine whether or not the contract package meets City Purchasing Guidelines.
6. The Finance Department shall have the responsibility of confirming whether or not funding is available for the department's request for contracted goods and/or services according to the City's Finance Policies.
7. The Director of Risk and Safety shall have the responsibility of examining the contract package for its legal contents as they apply to the City's laws and protocols for establishing the insurance and indemnification language needed within the contractual agreement. The Director of Risk and Safety shall also have the responsibility of reviewing the certificates of insurance required for the contract.
8. The City Attorney shall be responsible for reviewing the contract package for its legal contents as they apply to the City's laws and protocols and be responsible for reviewing the contract package in the context of the City's Charter for approval **PRIOR** to the contract's final submission to City Council for review and consideration.
9. If a contract is rejected by the City's Purchasing Agent, Finance Department, Director of Risk and Safety or the City Attorney within NOVUS Agenda, the contracting department shall have the responsibility of correcting the deficiencies as identified and resubmitting the contract into NOVUS Agenda for the process to begin again.
10. All criteria outlined within the parameters of the Contract Administration Protocol must be met **PRIOR** to introducing the contractual agreement for consideration by the City Council.
11. Upon approval of the City Council, the contracting department shall obtain the Mayor's signature on the two original contracts as executed by the vendor. One original shall be sent to the approved vendor upon the Mayor's execution by the contracting department. The second original fully executed contract shall be given to the Secretary to the City Council to be filed in the City's vault.

12. The Secretary to the City Council shall have the responsibility of scanning, cataloguing, and filing contractual agreements and their attachments as approved by the City Council and shall maintain database of contracts executed on an annual basis.
13. Contracting departments submit a Purchasing Request for all contracts approved by City Council. (Please note that if the City Council has approved a contract, sign off is not required by Risk and Safety.)
14. All contracts must be fully executed **PRIOR** to the commencement of any work.

B. Addendum/Change Orders:

1. A change order is defined as a written order issued by the department covering contingencies, extra work, deductions, increases or decreases and additions, alterations or omissions to the plans or specifications. Change orders are usually associated with construction/capital projects or projects that involve a contract for public work.
2. A Change order must be submitted for any contractual change in the original contract's terms and conditions that affect the pricing and time schedule of a previously approved contract regardless of the dollar amount. (Please note: the City cannot make expenditures without a funding appropriation, per the City Charter.)
3. Change orders must be made on the City's "Change Order" template whenever practicable. Current certificates of insurance and a certification of sufficient funds must be included for review in the NOVUS Agenda contract approval module. Change orders shall be circulated in NOVUS Agenda per the contract module process.
4. All contractual change orders for price and/or time must be brought to the next City Council meeting for discussion and approval, no later than thirty (30) days after the City's notification of the proposed change to the original contract terms and conditions.
5. In the event of an emergency situation as defined in the City's Purchasing Policy, the City Council shall immediately be notified via memorandum and/or email providing the details causing the change and include the financial terms associated with the request. The emergency change order shall then be brought to the next available City Council meeting for discussion and approval.
6. Change orders shall be reviewed within the NOVUS Contract Module by the Purchasing Agent, Finance Department, Director of Risk and Safety, and City Attorney, per the City's Contract Administration Protocol, prior to approval by the City Council.
7. Vendors on contract with the City or sole source service providers, who are actively completing an installation or repair may give a verbal estimate of the cost of the project to City personnel if additional work is needed. This verbal estimate must be followed by a written estimate as soon as practicable. These on site approvals shall be formalized in detail in a change order for approval at the next available City Council meeting.
8. The City Engineer, upon approval of the Commissioner of Public Works, or the designated City Project Manager upon approval by the Department Head, shall be able to approve on site changes during a public works construction project for an amount not to exceed the City's Purchasing Department guidelines. These onsite approvals shall be formalized in detail in a Change Order for approval at the next available City Council Meeting.
9. Upon approval of the City Council, the contracting department shall obtain the Mayor's signature on the addendum/change order and file the executed copy and their supporting documentation with the Secretary to the City Council. After approval from the City Council and execution of the change order, the contracting department shall request the Purchasing Agent to increase/decrease the purchase order.

C. Vendor Service Provider Agreement:

1. **The City's Purchasing Policy has a chart identifying what type of City Agreement or Contract is needed for product or services purchased.**
2. Any department within the City may initiate a ***City of Saratoga Springs' Vendor and/or Service Provider Agreement*** for services or a ***City of Saratoga Springs' Vendor Agreement: Product*** for products purchased by and provided to the City in accordance with the City's Purchasing Policy.
3. These agreements do not require City Council approval and therefore **do not** need to be circulated through NOVUS Agenda.
4. The department initiating these types of agreements is responsible for forwarding the fully executed agreement to the Secretary to the City Council for scanning, cataloguing, and filing the vendor service agreements.



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: _____
City Department: _____ Department Contact Person: _____ City Ext: _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: _____ Title: _____
Primary Contact Email: _____
Service to be Provided: _____
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for, the Vendor and/or Service Provider submitted proposals dated _____ (the "Proposals/Statement of Work"), which are attached hereto as **Exhibit A**. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by _____. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of is _____ the designated Project Manager for this his Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is _____. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner of _____, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

To Vendor and/or Service Provider: _____

5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City 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, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City 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 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 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 requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

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

If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or

special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

F. For software and technology projects:

- 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;
- Cyber Liability Insurance: Five Million Dollars per occurrence aggregate;
- Excess Insurance: Five Million Dollars per Occurrence Aggregate;
- Technology Errors and Omissions: Two Million Dollars per Claim Aggregate; AND
- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or **special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.**

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

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, 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. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City 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 in no way obligates the City to inspect the safety practices of the Vendor and/or Service Provider. If the City exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City's 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 shall have the right to immediately terminate this Agreement. In the event that the City 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 in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

14. **Vendor and/or Service Provider Code of Conduct:** The City 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 Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the NYS Finance Law.
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing

of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

City of Saratoga Springs' Signature: _____ **Date:** _____

Print Name: _____ **Title: Mayor** **City Council Approval Date:** _____

City of Saratoga Springs, New York APPENDIX A All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Vendor and/or Service Provider Signature: _____ **Date:** _____
Print Name: _____ **Title:** _____



City of Saratoga Springs, NY Vendor and/or Service Provider Agreement

City Project Number: _____ City Project Name: _____
City Department: _____ Department Contact Person: _____ City Ext: _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: _____ Title: _____
Primary Contact Email: _____
Service to be Provided: _____
Remit Name (If different from above): _____

- Scope of Agreement:** In response to a request for a pricing proposal requested by the City for _____, the Vendor and/or Service Provider submitted proposals dated _____ (the "Proposals/Statement of Work"), which are attached hereto as **Exhibit A**. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
- Term of Agreement:** The term of this Agreement shall commence per the date of approval of the City Purchasing Agent and the Director of Risk and Safety. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by _____. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
- Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed _____, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
- Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of _____ is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is _____. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner of _____, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
To Vendor and/or Service Provider: _____
- Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City 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, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City 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 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

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

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

hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

F. For **software and technology projects**:

- **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;
- **Cyber Liability Insurance**: Five Million Dollars per occurrence aggregate;
- **Excess Insurance**: Five Million Dollars per Occurrence Aggregate;
- **Technology Errors and Omissions**: Two Million Dollars per Claim Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

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

10. **Indemnification**: The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, 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. **Compliance with Federal and State Regulations**: The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements**: All employees have a legal right to a workplace free from sexual harassment, and the City is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety**: The City 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 in no way obligates the City to inspect the safety practices of the Vendor and/or Service Provider. If the City exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Vendor and/or Service Provider's service.

to the public or the City's 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 shall have the right to immediately terminate this Agreement. In the event that the City 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 in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

14. **Vendor and/or Service Provider Code of Conduct:** The City 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 Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

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

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

Vendor and/or Service Provider Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____



City of Saratoga Springs, NY Vendor Agreement: Product

City Project Number: _____ City Project Name: _____
City Department: _____ Department Contact Person: _____ City Ext: _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: _____ Title: _____
Primary Contact Email: _____
Service to be Provided: _____
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for _____, the Vendor submitted proposals dated _____ (the "Proposals/Statement of Work"), which are attached hereto as **Exhibit A**. The Vendor shall provide to the City the products set forth therein. The Vendor assumes full responsibility for the provision of the products made available in this Agreement. The Vendor shall be so liable even when the Vendor subcontract the provision of a portion of the products. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of the City Purchasing Agent and the Director of Risk and Safety. Any modification of the work performed by the Vendor shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor assume full responsibility for the provision of the products contracted for in this Agreement. The Vendor shall be so liable even when the Vendor subcontract the provision of a portion of the products. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor 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 assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor 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 in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products shall be determined in accordance with the proposal submitted not to exceed (*pricing provided may be lump sum or unit pricing for a single purchase or an annual agreed to pricing schedule*), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of _____ is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor is _____. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner of _____, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
To Vendor: _____
5. **Conflicts of Interest:** The Vendor represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor from the City are and shall remain the sole and exclusive property of the City and the Vendor 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. All intellectual property, created by the Vendor 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 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 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, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor 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'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 under this Agreement. Any written reports, opinions and advice rendered by the Vendor shall become the sole and exclusive property of the City, and the Vendor 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.

7. **Retention of Records:** The Vendor 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 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 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's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and its staff are to be and shall remain an independent Vendor with respect to all services performed under this Agreement. The Vendor 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 or other persons, while engaged in the performance of any work or services required by the Vendor 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, its officers, agents, Vendors or employees shall in no way be the responsibility of the City; and the Vendor 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. **Indemnification:** The Vendor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, 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 or its employees or anyone for whom the Vendor 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, as aforesaid. The Vendor's responsibility under this section shall not be limited to the required or available insurance.
10. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
11. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
12. **Safety:** The City specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor, and/or Vendor's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Vendor. If the City exercises its rights pursuant to this part, the Vendor shall be given three (3) days to cure the

defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Vendor's service to the public or the City's immediate need for completion of the Vendor's work. In such case, Vendor shall immediately cure the defect. If the Vendor fails to cure the identified defect(s), the City shall have the right to immediately terminate this Agreement. In the event that the City terminates this Agreement, any payments for work completed by the Vendor shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different Vendor.

13. **Vendor Code of Conduct:** The City is committed to conduct business in a lawful and ethical 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.

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

- Legal: Vendors 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/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendors/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. 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.

The undersigned Vendor/supplier hereby acknowledges that it has received the City Vendor/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/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.

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. The Vendor 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 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 each person signing on behalf of any Vendor 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 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 is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor's right, title, or interest therein, or the Vendor's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor assigns, conveys, sublets or otherwise disposes of the Vendor'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 the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor 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 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's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:** This Agreement shall constitute the Agreement of the parties.

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

Vendor Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____



City of Saratoga Springs, NY:
Risk and Safety Agreement for Contractor Services
(For Construction Projects Whose Values are Less Than One Hundred Thousand Dollars (\$100,000))

City Project Number: _____ **City Project Name:** _____ **Prevailing Wage Project No.:** _____

City Department: _____ **Department Contact Person:** _____ **City Ext.** _____

Company Name: _____

Company Address: _____

Company Telephone No.: _____ **Company Fax No.:** _____

Contractor Primary Contact for This Project: _____ **Title:** _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A--:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City 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 shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

Additional Insured on a primary and non-contributory basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

The Contractor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City 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 in no way obligates the City to inspect the safety practices of the Contractor. If the City exercises its rights pursuant to this part, the Contractor shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Contractor's service to the public or the City's 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 shall have the right to immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Contractor Signature: _____ **Date:** _____



City of Saratoga Springs, NY:
Risk and Safety Agreement for Contractor Services
(For Construction Projects Whose Values are \$100K - \$500K)

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Contractor Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City 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 shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

Additional Insured on a primary and non-contributory basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

The Contractor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

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

Contractor Signature: _____ **Date:** _____



City of Saratoga Springs, NY:
Risk and Safety Agreement for Contractor Services
(For Construction Projects Whose Values are \$500K - \$1 Million)

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Contractor Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A--:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City 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 shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

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- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

Additional Insured on a primary and non-contributory basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

The Contractor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City 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 in no way obligates the City to inspect the safety practices of the Contractor. If the City exercises its rights pursuant to this part, the Contractor shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Contractor's service to the public or the City's 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 shall have the right to immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Contractor Signature: _____ **Date:** _____



City of Saratoga Springs, NY:
Risk and Safety Agreement for Professional Services
(For Professional Services Licensed by the State of New York Office of Professions)

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Consultant Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City 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 shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City 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:** Three Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance:** Two Million per Claim 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 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/RFPQ/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 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 in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three(3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's 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 shall have the right to immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Consultant Signature: _____ **Date:** _____

Part Two

Incident and Claims Reporting

Title: Property and Casualty Incidents, Claims and Litigation Protocol

I. Policy

The Director of Risk and Safety in partnership with the City Attorney will have the responsibility of appropriately handling incidents, claims and litigation matters on behalf of the City of Saratoga Springs to protect the City's fiduciary responsibility to its citizens. This policy assists City departments in determining appropriate areas of responsibility of incident reporting, claims handling, and litigation management.

II. Protocol

A. Incident Handling:

1. Property:

- a. Department Heads and/or their representatives and/or incident commanders in accordance with the City's Emergency Management Plan shall as soon as possible report any and all manmade and/or natural disaster damage to City property to the Director of Risk and Safety including but not limited to fire, flood, earthquake, vandalism and/or any other material event which affects the structural integrity of City property.
- b. The Director of Risk and Safety shall as soon as possible notify City Council of any and all manmade and/or natural disaster incident damage to City property and work with the department head and/or their representatives on the loss(es) affecting the property they are responsible for in coordination with the Departments of Public Works and Public Safety as applicable.
- c. If the incident pertains to property controlled and/or maintained by the Department of Public Safety, the Director of Risk and Safety will work with the Commissioner of Public Safety and/or his/her representative to mitigate the loss.
- d. If the incident pertains to property controlled and/or maintained by the Department of Public Works, the Director of Risk and Safety will work with the Commissioner of Public Works and/or his/her representative to mitigate the loss.

2. Automobile:

- Any employee having City driving privileges must immediately report any accident involving a City vehicle, machinery and/or equipment to the City Police Department while at the scene of that accident in accordance with the City's Fleet Safety Program. The City's Police Department shall investigate all City accidents and provide completed accident reports to the Director of Risk and Safety. Employees are required to complete the **City Incident Report** on the same day as the accident and/or incident when it occurs and provide it to Director of Risk and Safety by the close of business on the day in question. If the accident occurs on a weekend, (Saturday or Sunday) the City Incident Report shall be given to Risk and Safety no later than close of business on the first business day immediately following the automobile incident.
3. City employees and representatives shall utilize the **City Incident Report** when reporting property and casualty incidents that occur within the City. This incident report supplements, not supersedes any call to or investigation by the Department of Public Safety Fire and Police Departments.
 4. All property and casualty incidents that result in damage to City property or injury on City property pertaining to the activities of City departments, its employees and agents shall be reported to the Director Risk and Safety for identification of risk and safety issues.
 5. The Director of Risk and Safety shall report incidents to the City's insurance company for coverage determination per the terms and conditions of the City's insurance program if they fall within a reasonable reimbursement range for the City's insurance program .
 6. The Director of Risk and Safety shall be responsible for bringing forward property and casualty issues to the Safety Committee for safety programming and remediation.

B. Claims Handling:

1. All claims pertaining to the property and casualty activities of City departments, employees and agents will be directed to the Director Risk and Safety for identification of risk and safety issues.
2. The Director of Risk and Safety shall immediately report any City claim pertaining to City property for a coverage determination as soon as he/she is made aware and is practically possible.

3. The Director Risk and Safety will report claims made against the City by outside parties to its insurance company within forty-eight (48) hours of receipt of all of the information needed for claim submission.
4. The Director Risk and Safety will be responsible for the confidential record keeping of each claim and ensure any and all information as requested by the insurance company is received for a proper determination of proximate cause and liability and shall be responsible for managing the communication between the claimant and the City in coordination with the City's insurance company as appropriate.

C. Litigation:

1. The City Attorney's Office is charged with receiving notice of claim, summons, complaint or other legal notice of process lodged against the City who shall date and time stamp them.
2. The City Attorney's Office will provide the Director Risk and Safety with a copy of every such document within twenty-four (24) hours of receipt. The Director of Risk and Safety shall provide a copy of the litigation to the Human Resources Administrator if it involves an employment practice matter.
3. The Director Risk and Safety will be responsible for submitting every notice of claim, summons and complaint or other notice of legal process to the City's insurance company to ensure coverage.
4. The Director of Risk and Safety has primary responsibility for the management and oversight of property and casualty claims and litigation.
5. The City Attorney and Director Risk and Safety will report to the City Council as may be appropriate regarding claims and litigation matters and related expense and indemnity reserves.

Part Three

Safety Committee Policies



The City Safety Committee is charged with assisting the City Council in:

- providing a safe and healthy working environment for its employees in accordance with federal and state regulatory requirements and assisting and responding those regulatory matters as they pertain to risk and safety issues;
- developing risk and safety programs in response to federal and state regulatory mandates and/or the City's insurance company's requests for correction;
- participating in the identification of and measurement of the risks facing the City and community at large;
- responding to and assisting in the resolution of risk and safety related inquiries and complaints from citizens, employees and/or employee bargaining units;
- advising City Council on Safety Committee recommendations, City Fire Department Inspections, federal and/or state regulatory and compliance mandates by reviewing inspection reports and responding to recommendations, violations and fines as needed; and
- providing risk and safety policy programming recommendations to City Council for adoption; and assisting in implementing the risk and safety policy and emergency management programming as adopted by City Council.

The Director of Risk and Safety has the responsibility of chairing the City's Safety Committee and acting as its liaison as Safety and Compliance Officer of the City to ensure the City's risk and safety directives are carried out in accordance with the City's Safe City Program per the City Council's directives.

The voting membership of the City Safety Committee includes the Director of Risk and Safety as Chairperson; City Engineer; Department of Public Works Business Manager; Information Technology Systems Manager; Fire Chief; Fire Battalion Chief; Police Chief; Police Department Administrative Lieutenant; Human Resource Administrator; Administrative Director of Recreation; Administrator of Parks, Open Lands, Historic Preservation and Sustainability; Deputy Mayor; Deputy Commissioners of Accounts, Finance, Public Works and Public Safety; and one representative from each of the City's collective bargaining units. The City's Insurance Agent, and the City Attorney serve as Ex-Officio Non-Voting Members and advisors to the Safety Committee.

Title: Basic Safety Rules and Guidelines

Your safety is the constant concern of this organization. Every precaution has been taken to provide a safe workplace. Common sense and personal interest in safety are still the greatest guarantees of your safety at work, on the road, and at home. The City takes your safety seriously. Any willful or habitual violation of safety rules may be cause for dismissal. The City is sincerely concerned for the health and well-being of each employee.

The cooperation of every staff member is necessary to make this entity a safe place in which to work. Help yourself and others by immediately reporting unsafe conditions or hazards to your supervisor or to a member of the City Safety Committee. Give earnest consideration to the rules of safety presented to you by posters, signs, discussions with your supervisor, posted department rules, and regulations published in the handbook. Begin right by always thinking of safety as you perform your job, or as you learn a new one.

To ensure your safety, and that of your co-workers, please observe and obey the rules and guidelines appropriate to the general populace or specific jobs:

- Observe and practice the safety procedures established for the job.
- In case of sickness or injury, no matter how slight, report at once to your supervisor. In no case should an employee treat his own or someone else's injuries or attempt to remove foreign particles from someone else's eye.
- In case of injury resulting in possible fracture to legs, back, or neck, or any accident resulting in an unconscious condition, or a severe head injury, the employee is not to be moved until medical attention has been given by authorized personnel.
- Do not wear loose clothing or jewelry around machinery. It may catch on moving equipment and cause a serious injury.
- Never distract the attention of another person, as you might cause him or her to be injured. If necessary to get the attention of another person, wait until it can be done safely.
- Where required, you must wear protective equipment, such as goggles, safety glasses, masks, gloves, hair nets, etc. that is appropriate for the task.
- Safety equipment such as restraints, pull backs, and two-hand devices are designed for your protection. Be sure such equipment is adjusted for you.
- Pile materials, skids, bins, boxes, or other equipment so as not to block aisles, exits, firefighting equipment, electric lighting or power panel, valves, etc. **Fire Doors and Aisles Must be Kept Clear!**
- Keep your work area clean.
- Use compressed air only for the job for which it is intended. Do not clean your clothes with it and do not fool around with it.
- Observe "no smoking" regulations.
- Shut down your machine before cleaning, repairing, or leaving it.
- Tow motors and lift trucks will be operated only by authorized personnel. Walk-type lift trucks will not be ridden and no one but the operator is permitted to ride the tow motors.
- Do not exceed a speed that is safe for existing conditions.

- Do not throw objects or engage in horseplay.
- Do not block access to fire extinguishers.
- Do not tamper with electric controls or switches.
- Do not operate machines or equipment until you have been properly instructed and authorized to do so by your supervisor.
- Do not engage in such other practices as may be inconsistent with ordinary and reasonable common sense safety rules.
- Report any unsafe condition or acts to your supervisor.
- Help to prevent accidents.
- Use designated passages when moving from one place to another; never take hazardous shortcuts (i.e., between moving equipment or across roadways).
- Lift properly—use your leg muscles, not your back muscles. For heavier loads, ask for assistance.
- Do not adjust, clean, or oil moving machinery.
- Keep machine guards in their intended places.
- Clean up spilled liquid, oil, or grease immediately.
- Wear hard-sole shoes and appropriate clothing for the tasks assigned to you (i.e., shorts or mini dresses are not permitted).
- Place trash and paper in proper containers and not in cans provided for cigarette butts.

Safety Checklist:

It is every employee's responsibility to be on the lookout for possible hazards. If you spot one of the conditions on the following list—or any other possible hazardous situation—report it to your supervisor immediately:

- Slippery floors and walkways
- Tripping hazards, such as hose links, piping, etc.
- Missing (or inoperative) entrance and exit signs and lighting and directional or warning signs not in place
- Poorly lighted stairs or loose handrails or guard rails
- Open, loose or broken windows
- Dangerously piled supplies or equipment
- Unlocked doors and gates
- Electrical equipment left operating or open doors on electrical panels
- Leaks of steam, water, oil, other liquids
- Blocked fire extinguishers, hose sprinkler heads
- Blocked fire doors
- Evidence of any equipment running hot or overheating
- The presence of oily rags
- Evidence of smoking in non-smoking areas
- Roof leaks
- Safety devices not operating properly or machine, power transmission, or drive guards missing, damaged, loose, or improperly placed

Safety equipment:

Safety equipment and Personal Protective Equipment (PPE) are governed by the NYS Department of Labor Public Employee Safety and Health Organization and OSHA. Your supervisor is responsible for ensuring that you receive the protective clothing and equipment required for your job. Use them as instructed and take care of them. You will be charged for loss or destruction of these articles only when it occurs through negligence.

Safety shoes:

The use of position specific safety shoes are governed by the NYS Department of Labor Public Employee Safety and Health Organization and OSHA. Under no circumstances will an employee assigned to Public Works projects be permitted to work in sneakers, sandals or open-toe shoes in accordance with OSHA footwear standards.

Safety glasses:

Safety glasses are considered Personal Protective Equipment (PPE) are governed by the NYS Department of Labor Public Employee Safety and Health Organization and OSHA. The wearing of safety glasses for OSHA cited PPE Standards is mandatory. Strict adherence to this policy can significantly reduce the risk of eye injuries.

Seat belts:

New York State Vehicle and Traffic Laws mandate that all drivers and their passengers wear seat belts. All employees must use seat belts and shoulder restraints (if available) whenever they operate a vehicle on City business. The driver is responsible for seeing that all passengers in front and rear seats are buckled up.

Good housekeeping:

Your work location should be kept clean and orderly. Clean up spills, drips, and leaks immediately to avoid slips and falls. Place trash in the proper receptacles. Please store equipment and supplies carefully to avoid injury.

Title: Basic Equipment Maintenance

Maintenance is vital to any public facility if it is to operate in a safe and effective manner. Maintenance can be a costly element of facility operations in terms of dollars and impact on operations. Maintenance can also be a potential workplace safety issue if not properly addressed.

There are three common types of maintenance:

- emergency repairs when something breaks;
- preventative maintenance, which is carried out on a piece of equipment at a certain interval; and
- predictive maintenance, which is carried out when tests indicate that maintenance is needed.

Regardless of the type of maintenance, a number of important activities must take place if the maintenance is to be carried out in a safe manner:

- Equipment selected to have maintenance carried out must be isolated. This includes insuring that all sources of electrical power to the equipment are disconnected and tagged “OFF” (The power source should be tagged “OFF—UNIT UNDER REPAIR” with date and signature of person authorizing the procedure.) so someone does not turn the power on until work is completed. The equipment must also be isolated from the other equipment in the same system.
- Maintenance procedures must be developed for all equipment. These procedures should follow the manufacturer’s recommendations and include all instructions, drawings and list of parts needed.
- Maintenance activities must be planned, even emergency repairs. The time it takes to plan a job, read the maintenance procedures and get the needed safety equipment will be made up in the safety of the job and the ease in completing the job. A little planning goes a long way in doing safe maintenance. To rush into an emergency repair is to invite disaster.
- Maintenance personnel must be trained on the equipment. The proper equipment must be used to safely carry out maintenance. Proper safety equipment such as gloves, eye protection, foot protection and hard hats should always be used.
- Any safety devices or shields removed during maintenance MUST be reinstalled on the equipment prior to completion of maintenance. Any shields and safety devices originally installed on a piece of equipment must not be left off to “make it easier to fix the next time.”
- Prior to returning the equipment to service, a supervisor who is familiar with the equipment and the maintenance, should check the equipment to insure that the maintenance is complete, the equipment is properly reassembled, all safety equipment and any tools used in the maintenance have been removed.

Recommendations:

Have a plan for every maintenance activity. This plan should include the safety procedures for isolating the equipment, the equipment needed for the maintenance including safety equipment, identification of who will do the maintenance including qualification and identification of the supervisor to sign off when the job is finished and the equipment restored to “ready for operation” status. If the maintenance is carried out repeatedly, this plan can be reused. If it is an emergency or one-time repair, the plan should be made up before maintenance is started.

Have a procedure for filing manufacturer’s recommendations for maintaining and repairing each piece of equipment the entity owns. Include the name of the equipment, its serial number, date purchased, who it was purchased from, its location in the entity. This can be a paper file in a 3-ring notebook or an electronic file.

Title: Basic Lifting Protocols

Construction and office work often involves bending, lifting and carrying supplies. It is particularly important to be aware of what you are lifting to prevent injury to the lower back.

Recommendations:

The rules for safe bending, lifting and carrying are important, even for lifting light objects:

- Place feet apart for good balance;
- Bend knees;
- Hold the objects as close to the body as possible;
- Lift smoothly and slowly;
- Pivot with feet; don't twist the back;
- Push, rather than pull a load;
- Share the load, work with a partner; and get mechanical assistance for heavy loads.

Title: Keeping a Clean and Safe Work Space

The office environment is more than simply furniture placement. The environment of an office includes issues such as cleanliness, order, and maintenance. Injuries in office settings often come about because the “housekeeping” of the office has become slack, or if an excessive amount of paper, products or other materials create a daunting environment. Cleanliness and good housekeeping can also reduce allergic reactions to dust/mold and prevent illness such as the flu or other contagious viruses.

Types of Hazards

Piles:

Papers and materials are on the floor or piled precariously on desks and tables. In addition to the level of stress that accompanies an untidy office, the paper menace is a safety hazard in that it is highly flammable (particularly if stored next to an electrical outlet) and also has the potential of falling off shelves or file cabinets and injuring passersby or you.

Rest Room Sanitation:

Rest Rooms should be cleaned and sanitized at least once a day. Paper should not be permitted to litter the floor. Bath tissue, soap and paper towels should be available in adequate supplies. If desired, air freshener sprays or solids should be available. REMEMBER, never light a candle and leave it unattended in a rest room.

Toxic Chemicals:

Storage of toxic chemicals and cleaning supplies can be problematic particularly if chemicals are reactive if combined. Chemicals should be stored in separate closet or cabinet from cleaning supplies. Beware of chemicals such as linseed oil which can spontaneously combust.

Cleaning Supplies:

Cleaning supplies should be clearly marked and stored in spill-proof containers. These products should also be stored above counter-level to avoid potential danger if the office has young visitors. The phone number of the local poison control office should be clearly posted on the door of the storage area.

Kitchen and Food:

- Dirt, grime and garbage if left to accumulate can create health hazards and spread disease. Have sufficient trash receptacles located in locations where food is consumed.
- Eating areas need to be clean and floors maintained. Spills on the counters or floors need to be mopped up promptly. Injuries can be sustained from slips and falls on wet floors.
- Counters and desktops need to be clean and free from spills and grime.
- Refrigerators should be cleaned out at least once a week, and stoves/microwaves need to be wiped down at least daily.
- Trash must be properly disposed on at least a daily basis to avoid attracting insects, mice, rats and other vermin. Rotting food, even in a refrigerator, is a health hazard.

Title: Office Electrical Safety

Electrical equipment used in an office is potentially hazardous and can cause serious shock and burn injuries if improperly used or maintained. Electricity travels through electrical conductors which may be in the form of wires or parts of the human body. Most metals and moist skin offer very little resistance to the flow of electrical current and can easily conduct electricity. Other substances such as dry wood, porcelain, or pottery offer a high resistance and can be used to prevent the flow of electrical current. If a part of the body comes in contact with the electrical circuit, a shock will occur. The electrical current will enter the body at one point and leave at another. The passage of electricity through the body can cause great pain, burns, destruction of tissue, nerves, and muscles and even death.

Factors influencing the effects of electrical shock include the:

- type of current,
- voltage,
- resistance,
- amperage,
- pathway through body and
- duration of contact.

The longer the current flows through the body, the more serious the injury. Injuries are less severe when the current does not pass through or near nerve centers and vital organs. Electrical accidents usually occur as a result of faulty or defective equipment, unsafe installation, or misuse of equipment on the part of office workers.

Types of electrical hazards found in an office environment:

Ungrounded Equipment:

Grounding is a method of protecting users of electrical equipment from electric shock. Grounding an electrical system intentionally creates a low-resistance path to earth through a ground connection. When properly created, this path offers sufficient low resistance and has sufficient current-carrying capacity to prevent the build-up of hazardous voltages.

- Most fixed equipment, such as large, stationary machines, must be grounded. Equipment connected to electricity by cord and plug must be grounded if located in hazardous or wet locations, if operated at more than 150 volts to ground, or if a certain type of equipment (such as refrigerators and air conditioners).
- Smaller office equipment, such as typewriters and coffee makers, would generally not fall into these categories and therefore would not have to be grounded. Newer office equipment is manufactured with grounded three-prong plugs as a precaution. In such cases, the equipment should be used in accordance with the manufacturer's instructions.
- In any case, never remove the third (grounding) prong from any three-prong piece of equipment.

Overloaded Outlets:

- Avoid not having enough outlets or overloading the electrical outlets available. A sufficient number of outlets will eliminate the need for extension cords. Overloading electrical circuits and extension cords can result in a fire. Floor-mounted outlets should be carefully placed to prevent tripping hazards.

Unsafe/Non-Approved Equipment:

The use of poorly maintained or unsafe, poor-quality, non-approved (by national testing laboratory) coffee makers, refrigerators, microwaves, toaster ovens, radios, lamps, space heaters, etc. (often provided by or used by employees) should be discarded. Such appliances can develop electrical shorts creating fire and/or shock hazards. Equipment and cords should be inspected regularly, and a qualified individual should make repairs.

Defective, frayed or improperly installed cords for electrically-operated office equipment:

When the outer jacket of a cord is damaged, the cord may no longer be water-resistant and the insulation can absorb moisture, which may then result in a short circuit or excessive current leakage to ground. If wires are exposed, they may cause a shock to a worker who contacts them. These cords should be replaced. Electric cords should be examined on a routine basis for fraying and exposed wiring.

Improper Placement of Cords:

A cord should not be pulled or dragged over nails, hooks, or other sharp objects that may cause cuts in the insulation. In addition, cords should never be placed on radiators, steam pipes, walls, or windows, or under carpets, rugs or furniture. Particular attention should be placed on connections behind furniture, since files and bookcases may be pushed tightly against electric outlets and severely bend the cord at the plug.

Electrical Cords Across Walkways and Work Areas:

An adequate number of electrical outlets should be provided. Extension cords should only be used in situations where fixed wiring is not feasible. However, if it is necessary to use an extension cord, avoid running it across walkways where it poses a potential tripping hazard. If it is unavoidable to run a cord across a walkway, either tape it down with duct or other industrial tape made for the purpose, or purchase a cord runner.

Live Parts Unguarded:

Wall receptacles should be designed and installed so that no current-carrying parts will be exposed, and outlet plates should be kept tight to eliminate the possibility of shock.

Pulling of Plugs to Shut Off Power:

On/off switches should be provided either on the equipment or on the cords to avoid having to pull the plug to shut off the power. Never pull a plug out by the cord. To remove a plug from an outlet, take a firm grip on and pull the plug itself.

Working on “Live Equipment”:

Disconnect electrical machines before cleaning, adjusting, or applying flammable solutions. If a guard is removed to clean or repair parts, replace it before testing the equipment and returning the machine to service.

Blocking Electrical Panel Doors:

If an electrical malfunction should occur, the panel door, and anything else in front of the door will become very hot. Electrical panel doors should always be kept closed, to prevent “electrical flashover” in the event of an electrical malfunction.

Recommendations:

- Electrical appliances can be fire hazards. Be sure to turn off all appliances at the end of the day. Use only grounded appliances plugged into grounded (three prong plugs) outlets.
- If electrical equipment malfunctions or gives off a strange odor, disconnect it and call the appropriate maintenance personnel. Promptly disconnect and replace cracked, frayed, or broken electrical cords.
- Keep extension cords clear of doorways and other areas where they can be stepped on or chafed and never plug one extension cord into another. Don't fasten extension cords with staples, hang from nails, or suspend by wire.
- Use special insulated tools when working on fuses with energized terminals.

- Don't use equipment with worn or frayed cords and cables.
- Plugs should fit securely into outlets, but *never* force a plug into an outlet if it doesn't fit. Check for outlets that have loose-fitting plugs, which can overheat and lead to fire.
- Ensure extension cords and electrical products are listed by an independent testing facility such as Underwriters Laboratories Inc. (UL), CSA, ETL or MET labs, and are properly rated for their intended use, indoor or outdoor, and meet or exceed the power needs of the appliance or tool being plugged into it.
- Ensure all appliances are all certified by an independent testing laboratory such as UL, CSA, ETL or MET Labs, and read and follow the manufacturer's instructions carefully.

Safety and Electricity Office Checklist:

Each employee is responsible for identifying and reporting safety hazards within their workplace. Please use the following suggested items to review your workplace environment. If you find any identified hazards, please report them to your supervisor.

- Office equipment which is manufactured with grounded plugs as a precaution (three prong plugs) should be used in accordance with the manufacturer's instructions. The third (grounding) prong should never be removed or left hanging without being plugged in and should never be removed from any three-prong piece of equipment.
- Because electrical appliances can be fire hazards, all appliances should be powered down at the end of the day. Remember to follow the manufacturer's instructions for recommended operating procedures and safety precautions for the equipment. Regularly clean the appliances and equipment to prevent health and safety issues.
- If electrical equipment malfunctions or gives off a strange odor, disconnect it and call the appropriate maintenance personnel. Cracked, frayed, or broken electrical cords should be promptly disconnected and replaced.
- Extension cords should be kept clear of doorways and other areas where they can be stepped on or chafed. Extension cords should never be plugged one into another or fastened with staples, hung from nails, or suspended by wire. Worn or frayed cords and cables are removed from service. Cords are not pulled or dragged over nails, hooks, or other sharp objects that may cause cuts in the insulation.
- Cords should never be placed on radiators, steam pipes, walls, windows, or under carpets or rugs.
- Electrical panel doors are to be kept closed, to prevent "electrical flashover" in the event of an electrical malfunction.
- Wall receptacles are designed and installed so that no current-carrying parts will be exposed, and outlet plates should be kept tight to eliminate the possibility of shock.
- Electrical machines should always be disconnected before cleaning, adjusting, or applying flammable solutions.

When in doubt, contact the Department of Public Works for further assistance.

Title: Office Ergonomics

Ergonomics is the science of fitting workplace conditions and job demands to the capabilities of workers. Musculoskeletal disorders, such as carpal tunnel syndrome, tenosynovitis, tension neck syndrome and low back pain, are the problem and ergonomics is a solution.

I. Types of Hazards

Long hours at a poorly designed computer workstation can cause pains in the neck and back, shoulders, lower extremities, arms, wrists, hands, eyestrain, and a general feeling of tension and irritability. Disabling accidents can occur within the office as a result of strain and overexertion.

II. Recommendations

Computer workstations should be designed to be adjustable to the individual whether it is in an office space or a warehouse or in the field in order to avoid strain. The following guidelines should be followed by employees, re-enforced by supervisors, and implemented as fiscally possible:

Office Work Stations:

- The proper height for a computer work surface is about three (3) or four (4) inches lower than the average writing desk.
- If your work surface is not height adjustable, you should consider raising your chair and use a footrest for proper support.
- Your work surface should be positioned so that your forearms are parallel to the floor.
- Your elbows should make an angle of between 90 and 110 degrees.
- Your work surface should be positioned so that your forearms are supported a minimum of six (6) inches.
- The work surface should be positioned so that your wrists can be straight and neutral.
- Wrists bent in any direction (up, down, left, or right) may lead to discomfort and eventually injury.

Office Chairs:

- Adjust chair height so that your forearms are parallel to the floor. Both feet should be flat on the floor or on a footrest with thighs parallel to the floor.
- Adjust the back support so that the curve of the back of the seat is in the curve of the lower back. Use a towel or a lumbar pad if the chair does not provide adequate support.
- Adjust the chair's backrest for seat-pan clearance. You should be able to place two (2) or three (3) fingers between the back of your knees and the front edge of the seat.

Monitors:

- Place your monitor(s) directly in front of your desk. Don't position it where you will have to twist your neck to see it.
- Position your monitor(s) so that the top row of characters on the screen is at or slightly below your normal eye level.
- If you wear bifocals or trifocals, a lower position may be required depending on your line of vision.
- Your monitor(s) should be 18 to 28 inches from your eyes (about an arm's length away) to avoid eye strain.

Title: Bloodborne Pathogen Exposure Control Program

I. Policy

To reduce the risk of occupational exposure to bloodborne pathogens, and/or other potentially infectious materials, in compliance with federal and state regulations.

II. Definitions

Bloodborne Pathogens: Pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV). Other potentially infectious materials include the following human body fluids: semen, vaginal fluid, saliva in dental procedures, and any body fluid that is visibly contaminated with blood.

Occupational Exposure: Actual, or potential, parental, skin, eye, or mucous membrane contact with blood; or other potentially infectious materials that may result from the performance of an employee's duties.

Universal Blood and Body Fluids Precautions: An approach to infection control (according to the concept of universal precautions). All human blood and other body fluids are treated as if infectious, for HIV, and other bloodborne pathogens. These body fluids include semen, vaginal secretions, cerebrospinal fluid, pleural fluid, pericardial fluid, peritoneal fluid, and amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.

III. Responsibilities

Under this policy, departments with a potential for occupational exposures, are required to develop a written exposure control plan designed to minimize or eliminate occupational exposure specific to their professional occupational duties of employment. This plan should contain the following:

- General management and responsibilities
- Exposure determination
- Methods of compliance
- Communication of hazards
- Post-exposure evaluation/vaccination program
- Annual training and review
- Recordkeeping
- MIOSHA, Bloodborne Pathogen statement

IV. Procedures

A. Exposure Control Plan:

Departments with potential for occupational exposure to bloodborne pathogens (BBP's) are to identify, in writing, tasks and procedures, as well as, job classifications where such exposures may occur without regard to the use of personal protective clothing and equipment. Departments must also set forth the schedule for implementing other provisions of this policy and specify the procedure for evaluating circumstances surrounding exposure incidents. The procedure must be accessible to employees and available for annual review. Updates are to be performed as necessary when departmental changes occur.

B. Methods of Compliance:

Departments, to prevent and control exposure to blood or other potentially infectious materials, must observe several precautions and control strategies. Most importantly, employees must use universal precautions (treating ALL blood and body fluids as infectious) to prevent contact with blood, or other potentially infectious materials. Other strategies include:

Engineering controls (i.e., puncture resistant disposal containers for contaminated sharp instruments, resuscitation bags, and ventilation devices.)

Work practice controls (i.e., hand washing, immediately after removing gloves; restricting eating and drinking; applying cosmetics or lip balm; handling contact lenses; prohibiting mouth pipetting; preventing the storage of food or drink in refrigerators, or other locations where blood, or other BBP's, are kept; decontaminating equipment, or labeling it as contaminated, before shipping to disposal facilities; no recapping, shearing, or breaking of contaminated needles).

Personal protective equipment designed to prevent blood, or other BBP's, from passing through worker's clothing, skin, or mucous membranes. Such equipment includes, but is not limited to, gloves, gowns, laboratory coats, face shields, masks, and/or eye protection.

Housekeeping procedures to decrease the opportunity for exposure to blood and/or other BBP's. These include a schedule for cleaning and decontaminating all contaminated equipment, surfaces, and waste receptacles; handling and discarding broken glass, and contaminated sharps; regulated wastes; and handling and labeling contaminated laundry.

Strict labeling procedures are required in order that workers recognize contaminated or potentially infectious material. The standard requires that fluorescent orange, or orange-red, warning labels be attached to containers of regulated waste; to refrigerators and freezers containing blood and other BBP's; and to other containers used to store, transport, or ship blood, or other BBP's. These labels are not required when red bags are used. Biohazardous waste, that has been decontaminated, must be re-labeled as decontaminated. Signs must be used to identify restricted areas, where the potential for occupational exposure exists.

C. Hepatitis B Vaccination:

The City will provide the Hepatitis B vaccine at no cost to employees with the potential for occupational exposure to BBP's. This vaccination is available to all employees identified with the potential for occupational exposure to BBP's, within ten (10) working days of their assignment. Subsequent doses are to be administered according to current CDC recommendations. Employees, who refuse the vaccination, must sign a declination form. They may, however, opt later to receive the vaccination. Booster doses will be made available through this plan if warranted. Other employees who are not routinely exposed to BBP's, such as custodians and non-emergency first aid responders, will be provided with medical evaluations and treatment, if warranted, after investigation, and within ten days of a BBP exposure incident.

D. Post Exposure Evaluation and Follow-up:

If a BBP exposure occurs, the employee must notify his/her supervisor and complete the appropriate report form designated by their department. The City will arrange for medical evaluation and treatment, as needed, through a medical provider. The evaluation includes confidential medical evaluation documenting the circumstances of exposure; identifying and testing the source individual, if feasible (at department expense); testing the exposed employee's blood, if he/she consents; post exposure prophylaxis; or counseling and evaluation of reported illnesses.

The medical provider must be provided information, by the department, to facilitate the evaluation. This information will consist of:

- a. A copy of the MIOSHA Bloodborne pathogen regulation;
- b. A description of the exposed employee's duties as they relate to the exposure incident; Documentation of the route(s) and circumstances under which exposure occurred;
- c. Results of the source individual's blood testing, if available;
- d. Vaccination status and/or any other medical records relevant to appropriate treatment.
- e. After medical evaluation of the incident and possible treatment, the medical contractor will then provide a written opinion to the employee within fifteen (15) days of the completion of the evaluation. This shall be limited to whether Hepatitis B vaccination is indicated for an employee, and

if the employee has received such vaccination. The written opinion for post-exposure evaluation and follow-up shall be limited to informing the employee of the results of the evaluation and any further treatment or evaluation that is recommended. All diagnosis will remain confidential unless the employee files a Worker's Compensation claim.

E. Biohazard Waste Management:

Departments must use universal precautions (treating all body fluids/materials as if infectious), which emphasizes engineering and work practice controls. These precautions should stress hand washing. They should assure that employees use provided facilities to do so after exposure to BBP's. Procedures should include:

- a. Minimize needle sticks.
- b. Minimize splashing and spraying of blood.
- c. Assure appropriate packaging of specimens and biohazardous wastes.
- d. Decontaminate equipment and/or label as contaminated before shipping for disposal.
- e. Departments must provide, and require use of, personal protective equipment, at no cost to the employee; such as gloves, gowns, masks, mouthpieces, and resuscitation bags; and must clean, repair, and replace these when necessary.

Affected Departments must develop a written procedure to include:

- a. Equipment cleaning schedules.
- b. Methods of decontamination to be used following contact with BBP's.
- c. Methods for disposing of contaminated sharps.
- d. Standards for containers, and labels; for contaminated items and other wastes.
- e. Provisions for handling contaminated laundry to minimize exposures.

V. Information and Training

Each affected department will provide training for all employees with potential exposure to bloodborne pathogens and/or other infectious materials. Those individual departments must also provide the appropriate refresher training and information to employees annually thereafter. In addition, employees must be retrained if conditions change. Information and training must include:

- a. An explanation of, and accessibility to, the regulations.
- b. A general discussion on bloodborne diseases and their transmission.
- c. An explanation of the department's written exposure control plan.
- d. Provisions that have been made for engineering and work practice controls.
- e. Use of personal protective equipment, and personal hygiene practices.
- f. Availability of Hepatitis B vaccination, post exposure, and follow-up programs.
- g. Methods to respond to BBP emergencies and incidents.

During training, there must be opportunities for questions and answers and the trainer must be knowledgeable in the subject matter.

VI. Recordkeeping

The City will maintain the employee's confidential medical records for the duration of their employment plus thirty (30) years. Departments are responsible for notifying Human Resource Department when an employee is terminated. Medical records will be made available to the employee, and regulatory agencies upon request. Written and signed employee releases, or court orders, are required for all other access. These records will include information as prescribed under federal and state laws. Departments will maintain training records for at least three (3) years. The training records will contain dates of training; contents of the training program; the trainer's name and qualifications; and names and job titles of attendees.

Title: City Property Proximity Card Security Access Administration

I. Policy

The City of Saratoga Springs is dedicated to the security, safety and overall well-being for all of its employees. The City's goal is to invest, as best it can, in the safety and security of its workplace so it can provide its employees with the environment they need to be productive for its constituents. The City has invested and installed a proximity card security system for its city properties to limit access to internal areas defined as high risk by the National Institute for Occupational Safety & Health (NIOSH) and to control access to areas containing sensitive information. NIOSH defines workplace violence as any physical assault, threatening behavior or verbal abuse that may potentially occur in the following work settings:

- Duties that involve the exchange of money
- Delivery of passengers, goods or services
- Duties that involve mobile workplace assignments
- Working with unstable or volatile persons in healthcare, social service or criminal justice settings
- Working alone or in small numbers
- Working late at night or during early morning hours
- Working in high crime areas
- Duties that involve guarding valuable property or possessions
- Working in community based settings
- Working in areas of previously identified security problems

The Safety Committee of the City of Saratoga Springs shall oversee the installation and design of the City Civilian Property Proximity Card Security Access Administration on behalf of the City Council according to the regulatory standards established for workplace safety and security.

The City's Information Technology Department shall be designated as the Master License of the hardware and software technology systems associated with the City Property Proximity Card Security Access Administration for the purposes of maintaining said software and hardware.

The City Property Proximity Card Access Policy shall be composed of four separate security sectors: City Properties Civilian, Police Department, Fire Department, and Information Technology Department-Server Rooms and IT secured areas.

- City Civilian Properties shall be controlled by the Office of Risk and Safety under the direction of the Commissioner of Public Works.
- The Police Department shall be responsible for the control of the Police Station, and its ancillary properties.
- The Fire Department shall be responsible for the control of its properties located at Lake and West Avenues.
- Information Technology Department shall be responsible for Server Rooms and IT secured areas.

II. Definitions

City Council: The City Council of the City of Saratoga Springs.

Civilian Employee: An individual who is designated by Civil Service as qualified to perform a City department duty and who is employed on a regular and ongoing basis, is physically present in the performance of his/her duties and not a uniformed employee of the police or fire departments.

Department Head: Commissioner and/or Mayor or designee for the purposes of this policy.

Fire Department Employee: An individual who is designated by Civil Service as qualified to perform fire department duties and who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties.

Full Time Employee: An individual who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties. This definition also includes those individuals employed as permanent part-time employees who are employed on a regular and ongoing basis and physically present in the performance of their job duties.

Police Department Employee: An individual who is designated by Civil Service as qualified to perform police department duties and who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties.

Proximity Card: A proximity card or proximity fob that has been activated by a City department to grant access to a certain portion of a building or buildings.

Safety Committee: A standing committee chartered by the City Council of the City of Saratoga Springs composed of representatives from the Department of Accounts, Finance, Mayor, Public Safety and Public Works including the City Engineer, City Electrician, Civil Service Secretary, City's Insurance Agent, representatives of the police, fire and civilian labor unions, and chaired by the Director of Risk and Safety.

Sensitive Information: Any personal information collected by the City for a stated purpose in which the risk of identity theft is present. Sensitive information includes, but is not limited to: address, phone number, social security number, date of birth, credit check information, copy of driver's license, education dates, medical records, retirement information, birth certificate, garnishment information, paycheck/pay stub, check copies, drug testing records, dispatch blotter information, background checks, polygraph results, uniform ID information, cell phone bills, incident/accident records, Fire Department run data, spouse and dependent information, health insurance plan information, beneficiary information, W9s, Patient Care Reports, Risk Management files, litigation files, employee personnel files including Section 78 proceedings, and computer passwords.

III. Protocol:

Safety Committee:

1. The Safety Committee shall be responsible for the review and approval of security proximity access installation entry for City civilian occupied properties as part of the City's Workplace Violence Program per the NYS Department of Labor regulatory guidelines and to control access to areas containing sensitive information in cooperation with the Commissioner of Public Works.
2. Any civilian department requesting installation of a new security proximity system shall make a request to the City Safety Committee for review and approval. Safety Committee shall work with IT, Office of Risk and Safety, Department of Public Works, and the Police Department personnel to determine the necessity and placement of civilian property proximity card access.
3. The City Safety Committee shall review the existing City Property Proximity Card Security Access Administration Program on an annual basis.
4. The City Safety Committee shall make recommendations to the City's Capital Budget Committee for the expansion of the City Property Proximity Card System as a need is identified and deemed necessary and appropriate to the City's Workplace Violence Program and to control access to areas containing sensitive information.

Office of Risk and Safety:

1. The Office of Risk and Safety, in conjunction with the Commissioner of Public Works and IT, shall have administrative control over the City's civilian occupied properties in support of the City's Workplace Violence Program and to control access to areas containing sensitive information.
2. Individual department heads shall have the authority to grant or deny access to their respective office areas in support of the City's program and to control access to areas containing sensitive information within their control. Access to City proximity cards shall be limited to employees currently on the payroll.

3. Department heads shall file a written request with the Office of Risk and Safety for the allocation of a civilian proximity card for a new employee or when an employee separates from the City using the **Computer Network User Request Form**. The Department Head shall request and Public Works, IT and Risk and Safety shall review each civilian proximity card access request on an ongoing basis as requests are received in the context of the City's comprehensive security system programming.
4. The Office of Risk and Safety shall verify an individual's employment with Civil Service prior to the issuance of a City proximity card.
5. Civilian personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department head or Human Resources determines they are fit to return to duty.
6. Civilian department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to their department head until such time as they are cleared to return to duty.
7. Employees taking possession of a City Proximity card will sign for the card taking responsibility for its use and replacement.
8. At no time shall a proximity card be issued to anyone other than an employee of the City of Saratoga Springs.
9. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided unauthorized access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice.

Fire Department:

1. The City's Fire Chief and/or his/her assigned personnel shall have control over the security access to its buildings in support of the City's Workplace Violence Program and to control access to areas containing sensitive information.
2. Access to City proximity cards shall be limited to employees currently on the payroll and not under current administrative disciplinary action.
3. The Fire Chief shall verify an individual's fire department employment with Civil Service prior to the issuance of a City Fire Department proximity card.
4. Fire department employees taking possession of a City Fire Department proximity card will sign for the card taking responsibility for its use and replacement. Fire department personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department administration or Human Resources determines they are fit to return to duty.
5. Fire department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to fire department administration or Human Resources until such time as they are cleared to return to duty pursuant to fire department protocols.
6. At no time shall a fire department proximity card/fob be issued to anyone other than an employee of the City of Saratoga Springs.
7. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided unauthorized access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice per fire department disciplinary policies.

Police Department:

1. The City's Police Chief shall maintain authority over the operation and maintenance of the Police Department Proximity Card Security System. The Chief of Police shall maintain policy regarding its administration.
2. The Police Department shall control the procurement of all computer related software and hardware relating to that portion of the Proximity Card Security System that secures police department property as established within the City's Purchasing Policy.

3. Access to Police Department proximity cards shall be limited to police department employees currently on the payroll and not under current administrative disciplinary action.
4. The Police Chief shall verify an individual's police department employment with Civil Service and/or other law enforcement agencies prior to the issuance of a City police department proximity card.
5. Police Department personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department administration or Human Resources determines they are fit to return to duty.
6. Police department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to police department administration until such time as they are cleared to return to duty per police department disciplinary policies.
7. At no time shall a proximity card be issued to anyone other than an employee of the City Police Department except as designated by the Chief of Police for official law enforcement purposes for those individuals officially employed by law enforcement agencies.
8. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice per police department disciplinary policies.

Information Technology Department:

City Hall Server Room:

1. The City's IT Department shall have administrative master control over the management of the City Property Proximity Card Security Access Administration computer software and hardware.
2. Access to the City Hall Central Server Room shall be controlled by a proximity card strike plate, or other methods as determined by IT based on equipment, configuration, and/or security needs.
3. The strike plate and card reader shall be connected to a controller in the Police Department so that reports can be generated when needed for law enforcement prosecution cases to show access to the Server room.
4. Proximity cards for the City Hall Central Server Room shall only be authorized for civil service IT Department position titles and Police Department titles with the joint written permission of the IT Manager and Chief of Police, using the City's ***Computer Network User Request Form***.
5. No other employee shall be given proximity card access to the City Hall Central Server Room without the express joint written permission of the IT Manager and Chief of Police, The joint written permission shall be kept on file with the IT Office per the NYS regulatory retention schedules.
6. Any vendors or City employees other than designated personnel requiring access to the Server Room will be accompanied by an IT employee, and will sign the Police Department Access Log for the time they are present which will be maintained by the Police Department. The access log shall record entry and exit times, City employee printed name/initial, name of vendor's employee, vendor employee's driver's license number, vendor company name, and contact number. The Office of Risk and Safety and IT shall be granted access to review the Server Room Log as is needed for IT and/or risk management purposes.
7. Access to the outer area of the server room, known as the radio room will be permitted by required vendors and will be granted by specified employees in the Police Department. All equipment racks in the server room will be kept locked unless active work is being done in that location by the IT department to maintain physical security of IT equipment. Keys will be controlled by the IT Department.
8. Civilian personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department administration or Human Resources determines they are fit to return to duty.
9. Civilian department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to their department administration or Human Resources until such time as they are cleared to return to duty.

All Other City Property Server Rooms and IT Secured Areas:

1. The City's IT Department shall have administrative master control over the management of the City Property Proximity Card Security Access Administration computer software and hardware. In the event a

strike plate is installed on any City Property Server Room for proximity card access, only designated IT Department staff shall be granted access.

2. No other employee shall be given proximity card access to any other City Property Central Building Server Room(s) without the express joint written permission of the IT Manager, Commissioner of Finance and the Director of Risk and Safety. The joint written permission shall be kept on file with the Office of Risk and Safety per the NYS regulatory retention schedules.
3. Any vendor requiring access to a City owned and/or maintained Server Room shall be accompanied by an IT department employee, and will sign an access log for the time he/she is present which shall be maintained by the IT Department. The access log shall record entry and exit times, City employee printed name/initial, name of vendor, vendor company name, and contact number. The Office of Risk and Safety and Police Department shall be granted access to review the Server Room Log as is needed for risk management and/or law enforcement purposes.

Employee Population:

1. An employee issued a proximity card granting access to a designated area shall sign civilian, IT, police or fire departmental agreements acknowledging responsibility for the proximity card given.
2. Employees given proximity cards shall be instructed to immediately report lost or stolen proximity cards to the Office of Risk and Safety, IT, Police Department and/or Fire Department depending upon their employment affiliation.
3. Employees issued proximity cards shall be instructed that the proximity card access is solely limited to the individual issued the card and shall not be used for the additional access of any other individual.
4. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided unauthorized access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice.

IV. City Property Proximity Card Security Access Administration Reporting Requests

City Property Proximity Card software reporting is a confidential security management tool for official use only that is in place to support the City's Workplace Violence Programming per NYS Department of Labor and Homeland Security regulatory mandates and to control access to areas containing sensitive information. At no time shall the reporting mechanisms available within the City Property Proximity Security Access Administration be utilized for any other purpose.

City Civilian Property Proximity Card Access Reporting:

1. The use of the reporting software associated with the City Property Proximity Card Security Access Administration shall be jointly managed by the Office of Risk and Safety Management and the IT Department for civilian governed properties is in place to support the City's Workplace Violence Program and to control access to areas containing sensitive information.
2. A Department Head shall have the authority to request a security access report for their departmental security ports by filing a written request with IT Office using the ***Data Access/Permission/Proximity Card Change Request Form***. IT will review each request with Risk and Safety. Any individual other than the Department Head responsible for his/her own security access port asking for a report of proximity card access for civilian populated City properties must file a formal written request with the IT Department using the attached ***Data Access/Permission/Proximity Card Change Request Form***. IT will review each request with Risk and Safety.
3. In circumstances where the Police Department is conducting an official police investigation, the Police Department shall file a formal written request with the Office of Risk and Safety for the information necessary to conduct its investigation.
4. An annual report will be generated indicating what access is permitted for each department that uses proximity cards for access and will be presented to the Department Head to give an understanding of what employees have access to that area for their review and potential requests for revision. This information will be provided on the ***Data Access/Permission Change/Proximity Card Request Form***. The Office of Risk and Safety will be copied on all such reports. The report will be generated by IT and a copy provided to Risk and Safety.

Fire Department Property Proximity Card Access Reporting:

1. The use of reporting software associated with the City Fire Department Proximity Card Security Access Administration shall be managed by the Fire Chief for fire department governed properties per the protocols established for that agency.
2. Any individual asking for a report of proximity card access for fire department populated City properties must file a formal written request with the Fire Chief using the ***Data Access/Permission/Proximity Card Change Request Form***.
3. The Fire Chief shall consult the City Attorney on all such requests in accordance with NYS FOIL laws and any other applicable federal, state and local laws and/or ordinances and provide the report requested in accordance with those regulatory requirements as is appropriate.
4. The Fire Chief shall have the responsibility of answering the proximity card access reporting inquiry as is appropriate.
5. In circumstances where the Police Department is conducting an official police investigation, the Police Department shall file a formal written request with the Fire Chief with a copy to the Office of Risk and Safety for the information necessary to conduct its investigation.

Police Department Property Proximity Card Access Reporting:

1. The use of reporting software associated with the City Police Department Proximity Card Security Access Administration shall be managed by the Chief of Police and/or his designee for police department governed properties per the protocols established for that agency.
2. Any individual asking for a report of proximity card access for Police Department City properties must file a formal written request with the Chief of Police and/or his designee using the ***Data Access/Permission/Proximity Card Change Request Form***.
3. The Chief of Police and/or his designee shall consult the City Attorney on all such requests in accordance with NYS FOIL and any other applicable federal, state and local laws and/or ordinances and provide the report requested in accordance with those regulatory requirements as is appropriate.
4. The Chief of Police and/or his designee shall have the responsibility of answering the proximity card access reporting inquiry as is appropriate.

Title: Concussion Protocols for Recreation Programming

I. Policy:

The Center for Disease Control (CDC) outlines a concussion as *“A mild form of traumatic brain injury (TBI) caused by a bump, blow, or jolt to the head. Concussions can also occur from a fall or a blow to the body that causes the head to move rapidly back and forth. Doctors may describe these injuries as “mild” because concussions are usually not life-threatening.”* Even though a concussion often times is not life threatening their affects can be serious and long lasting. Being aware of the symptoms associated with a concussion can help sports participants get better more quickly. The diagnosis and management of concussion is complicated by the difficulty in identifying the injury as well as the complex and individual nature of managing this injury. To assist in identifying a concussion, below are symptoms characteristic thereof, and observable to either the observers or the player which may imply the player is concussed:

Signs Observed by Officials, Parents, or Coaching Staff:

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets sports plays
- Is unsure of game, score, or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Can't recall events prior to or after a hit or fall
-

Symptoms Reported by Athletes:

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light and/or noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems
- Confusion
- Does not "feel right"

Potential Blood Clot Identifiers: Additional symptoms to be aware of, and may be identifiers of a dangerous blood clot in the brain are:

In Adults:

- Headache which won't go away and feels as if it is getting worse
- Weakness, numbness, and/or decreased coordination
- Repeated vomiting and/or persistent nausea
- Slurred Speech

In Children:

Symptoms for children are the same as those observable for adults. A child may be less likely to speak up if feeling any of the above listed symptoms. Take the child to the emergency department right away if there is some indication of these symptoms, or concern about potential symptoms.

Cause for Immediate Hospitalization:

In addition to the above listed blood clot identifiers, a concussed person should be taken to the emergency department right away if any of the following symptoms are visible:

- The concussed person appears overly drowsy or cannot be awakened

- One pupil (the black part in the middle of the eye) is larger than the other
- Convulsions or seizures occurred or are occurring
- Unable to recognize familiar people or places
- Increased confusion, restlessness, or agitation
- Loss of consciousness (even a brief moment of being unconscious should be taken seriously as it may indicate a more serious problem and should be carefully monitored)
- Unusual behavior

Although some of the symptoms may be more immediately in need of medical attention, if a player shows any signs of being concussed, or if there is some concern that they may be concussed even though they do not show outward appearing symptoms, they should be seen by a medical professional immediately.

Action Plan:

If a Concussion has Already Occurred: If it is suspected that a player is concussed, the following steps should be taken:

- Remove athlete from play
- Ensure athlete is evaluated by an appropriate health care professional. Do not try to judge the seriousness of the injury yourself.
- Inform athlete's parents or guardians about the known or possible concussion and give them the fact sheet on concussion.
- Allow athlete to return to play only with permission from an appropriate health care professional.

It's better to miss one game than the whole season or risk prolonged complications.

Preventing Concussions:

Prior to the point of Concussion it is important to implement a culture of safety at a game or competition.

Rules regarding fair play, safety, and sportsmanship should be enforced. Athletes who create or engage in unsafe actions should be penalized accordingly. By doing so, a more safe environment is created and the risk of a concussion occurring is decreased.

Below are examples of some unsafe actions which should be quickly dealt with to negate possible harm which may result:

- Striking another athlete in the head.
- Using their head or helmet to contact another athlete.
- Making illegal contacts or checking, tackling, or colliding with an unprotected opponent.
- Trying to injure or put another athlete at risk for injury.

Please remember that this may not be a complete list of all intentional actions which may result in a concussion or other injuries. The judgement of officials, coaches, and parents/observers is important to spot dangerous actions and deal with them accordingly. Officials and coaches can further prevent injuries by speaking with athletes about concussions, fair play, sportsmanship, and safety within their respective sport.

Title: Emergency Evacuation Policy: City Owned Buildings

I. Policy

The City of Saratoga Springs is committed to provide a safe working environment for all of its employees. This policy details emergency evacuation procedures for City employees. It details measures for the notification of an emergency situation and the process by which an emergency evacuation should be conducted. The Office of Risk and Safety shall be the City representative having responsibility for the management and implementation of this plan in conjunction with representatives from the Department of Public Safety. An emergency situation requiring evacuation is defined as any event that poses immediate threat to the life, health and well-being of any individual(s). In the event any person within a City building discovers an emergency, the following measures will be undertaken:

II. Emergency Protocols: What to do in an EMERGENCY

Active Shooter: if you are in a building when a shooting occurs, take the following steps:

- Lock or barricade all doors. **KEEP OUT OF SIGHT.**
- **Call 911** to provide your location, report any injuries, or provide a description of the assailant(s) (e.g., name, number of suspects, gender, race, clothing, physical features, and type of weapon(s)).
- Move away from the windows and doors and stay low/behind available heavy objects.
- Turn cell phones to silent.
- Remain in the secured area until you are removed by law enforcement.
- Do not attempt to rescue anyone if it will further endanger persons within the secured area.
- If you encounter police officers follow their commands immediately and completely.

Bomb Threat: if a bomb threat is received by phone, take the following steps:

- Record info regarding the bomb threat and have it available for the police when they arrive.
- If your phone has a display, copy the number or letters on the window display.
- *The most crucial information you can obtain from the caller is detonation time, location, and appearance of the bomb.*
- Don't hang up. Have someone **call 911** from another phone. Give the phone number for the location that received the bomb threat.

If a ***bomb threat is received by note or email***, take the following steps:

- **Call 911.**
- Do not handle the note or erase the email.

Suspicious Object: If a suspicious object is found ***or arrives in the mail***, take the following steps:

- **Call 911.**
- Do not touch or move the object.
- Evacuate the immediate area.
- Stop anyone from entering where the object is located.

Signs of a suspicious package:

- No return address or excessive postage or an unexpected delivery
- Physical appearance including stains, strange odor or strange sounds

Evacuation procedures:

- Walk, don't run.
- Do not use elevators.
- Move a safe distance from the building.
- If you know of hazards or trapped persons, tell the nearest police officer.
- Do not re-enter the building.

Chemical, Radioactive, or Biological Spill: in the event of a spill, take the following steps:

- **Call 911.**
- Warn others nearby of the spill and avoid breathing vapors.
- Direct potentially contaminated people to stay in a controlled area.
- Do not allow others into the area, even to retrieve personal belongings.
- Do not spread contaminants. Take off your shoes before walking to other parts of the building.

Criminal Activity: if you become aware of criminal activity, take the following steps:

- **Call 911.**
- Do not attempt to apprehend or interfere with a criminal.
- Note the criminal's characteristics: height, weight, sex, race, age, clothing, weapon (if any), and direction and method of travel.
- If the criminal flees the scene in an automobile, note the license plate, make, model, color, and any other characteristics of the vehicle.

Fire: if you discover a fire, take the following steps:

- Manually activate the fire alarm.
- Immediately exit the building and close the door(s) behind you.
- Tell others in the area there is a fire.
- **Call 911** when you have reached safety.

If you are trapped during a fire, take the following steps:

- Wet and place cloth material around and under the door to prevent smoke from entering.
- Close as many doors as possible between you and the fire.
- Be prepared to signal someone outside, but do not break glass until absolutely necessary as smoke may be drawn into the room.

If caught in smoke, take the following steps:

- Drop to the floor and crawl toward an exit.
- Stay as low as possible.
- Take shallow breaths through your nose and use a shirt or towel as a filter.

Flooding: in the event of flooding, take the following steps:

- If it's safe to do so, turn off electrical equipment and secure experiments, vital equipment, records, and hazardous material by moving it to higher ground.
- **Call 911** to report hazardous substances that may contaminate flood waters.
- Do not dump flood water down the storm drain unless doing so is approved by environmental health and safety staff.

Medical Emergencies: in the event of a medical emergency, take the following steps:

- **Call 911.** Do not move the person unless he or she is in danger.
- Avoid leaving the person except to summon help.

Power Outages: in the event of a major City-wide outage, take the following steps:

- Turn off lights and unplug all electrical equipment, including computers.
- Do not light candles or other flames.
- Call the Department of Public Works at **518-587-3550 ext 2544** during business hours or the Police Department at **518-584-1800** after hours to report a power outage.

Gas Smell: inside the building

- **Call 911** and evacuate the area
- **Do Not** touch any electrical outlets or equipment
- Call the Department of Public Works at 518-587-3550 ext 2544 during business hours or the Police Department at 518-584-1800 after hours to report an odor of gas.

Workplace Violence: if you notice workplace violence, including intimidation, threats, physical attack or property damage, take the following steps:

- **Call 911** and immediately activate your panic button if you have one. Provide a location and description of the assailant or suspicious individual.
- Seek cover behind a locked door.

III. Emergency Evacuation Protocol

In the event any person within a City building discovers an emergency, the following measures will be undertaken:

1. A person who recognizes an emergency situation shall immediately notify everyone within his/her immediate proximity of the emergency situation and follow the guidelines established above. The person shall immediately call 911 and follow the directions for evacuation given by the Police Department.
2. The Police, Fire, Administrative Director of Recreation, senior staff on duty, and/or the Director of Risk and Safety shall have the authority of jointly and/or individually notifying building occupants that they should immediately evacuate the building per the protocols established by the Police and Fire Departments.
3. The City of Saratoga Springs Police and Fire Departments shall manage all evacuation proceedings and shall direct City employees as appropriate.

Upon receiving notification of the order to evacuate, all employees shall immediately vacate the building per the route given them by police and fire personnel.

4. Employees vacating City properties are required to meet members of their department for attendance purposes immediately after evacuation at the following locations:
 - City Hall Employees **Algonquin/North Broadway Parking Lot**
 - DPS Garage Employees: **Parking Lot Adjacent to Building**
 - DPW Garage Employees: **Division Street School Parking Lot**
 - Indoor Recreation Center **Department Employees: Recreation Fields**
 - Visitor Center Employees: **Congress Park Spirit of Life**
 - Weibel – Vernon Ice Rinks: **Weibel Avenue Ice Rink Parking Lot**
 - Excelsior Water Treatment Plant: **North-West Corner of Lot - Blue Water Tower**

In the event of inclement weather during an emergency evacuation, employees will meet at a designated location given by police/fire/risk and safety at the time of the incident.

5. **EVERY** employee will individually check in with his/her department supervisor upon being evacuated.
6. A Public Safety Representative shall be responsible for polling each *supervisor* to determine whether or not **EVERY** employee of the building has been fully evacuated.
7. A Public Safety Representative shall immediately notify the Police Department of any individual identified as being missing or unaccounted for at the time of the evacuation.
8. In the event the Police Department telephone lines are disabled, mobile and/or cellular telephones will be used for communication.
9. In the event that an individual cannot evacuate a City building, that individual shall group together with any other individuals present and await evacuation directions from the Police and/or Fire Department.
10. **No individual will be allowed back into a City building until the Police or Fire Departments have given the “ALL CLEAR.”**

Title: Fleet Safety Program

I. General Policy

The goal of the City of Saratoga Springs is to do everything reasonable to prevent injury and/or property damage as a result of auto accidents involving employees, visitors. Tourists, and/or residents of the City. The City recognizes that the safety and well-being of all City personnel is important for both humanitarian and economic reasons.

The City maintains a fleet of "motor vehicles" (defined for this program as being any motorized vehicle requiring registration with the State of New York), for the express use of City officials and employees to conduct official City business. This Fleet Safety Program provides policy and protocol governing the use of motor vehicles within the City owned and operated fleet.

The US Department of Transportation's (DOT) Omnibus Transportation Employee Testing Act (OTETA) of 1991 requires the testing of certain employees for the misuse of alcohol and use of controlled substances. In accordance with the DOT and the Federal Motor Carrier Safety Administration (FMCSA) Regulations (49 CFR Parts 40 and 382), City employees who meet the requirements of the OTETA are subject to drug and alcohol testing. Every City employee who is required to hold a Commercial Driver's License (CDL) and who operates a motor vehicle designed to transport sixteen (16) or more passengers (including the driver); or with a weight of twenty six thousand (26,000) or more pounds; or is used to transport hazardous materials which require the motor vehicle to be placarded; is required by the OTETA to submit to the following tests: Random testing; Post-accident Testing per OTETA regulations; Reasonable suspicion testing; Return to duty testing; and/or Follow-up testing

II. Definitions

At Fault Accident: Motor vehicle accidents are defined as any occurrence involving the operation of a City owned or leased motor vehicle, being operated by a City employee while engaged in the performance of his or her duties that result in death, physical injury or property damage that is deemed to be chargeable per the NYS Vehicle and Traffic Laws or the City's insurance carrier.

City Vehicle: A vehicle owned or leased by the City of Saratoga Springs.

Conditional License: as defined in §1196-(7) of the NYS Vehicle and Traffic Law as a license to be used by the holder thereof only: enroute to and from the holder's place of employment; if the holder's employment requires the operation of a motor vehicle as permitted; enroute to and from a class or an activity which is an authorized part of the alcohol and drug rehabilitation program and at which attendance is required; enroute to and from a class or course at an accredited school, college, or university or to a state approved institution of vocational or technical training; to or from court ordered probation activities; to and from a motor vehicle office for the transaction of business relating to such license or program; for a three hour consecutive daytime period, chosen by administrators of the program, on a day during which the participant is not engaged in usual employment or vocation; enroute to and from a medical examination or treatment as part of a necessary medical treatment for such participant or member of the participant's household, as evidenced by a written statement to that effect from a licensed practitioner; and enroute to and from a place, including a school, at which a child or children of the holder are cared for on a regular basis and which is necessary for the holder to maintain such holder's employment or enrollment at an accredited school, college or university or at a state approved institution of vocational or technical training.

Department Head: Commissioner of Accounts, Finance, Public Works, Public Safety; Mayor; or the Chiefs of Fire and Police.

Ignition Interlocking Device: as defined in 9 NYCRR 358.3 as any blood alcohol concentration equivalence measuring device which connects to a motor vehicle ignition system and prevents a motor vehicle from being started without first determining through a deep lung breath sample that the operator's equivalent blood alcohol

level does not exceed the calibrated setting on the device as required by standards of the NYS Department of Health in 10 NYCRR 59.10.

NYS CDL: A NYS Commercial Driver's License allowing individuals to operate a vehicle in excess of twenty six thousand (26,000) pounds gross vehicle weight rating or for any size that is used to carry placardable amounts of hazardous materials.

NYS DMV: New York State Department of Motor Vehicles.

OTETA: Omnibus Transportation Employee Testing Act (OTETA) of 1991.

Restricted Use License: Defined in §530 of the NYS Vehicle and Traffic Law as a license issued to a person whose driving has been heretofore suspended or revoked pursuant to the provisions of §510 for whom the holding of a valid license is a necessary incident to his or her employment, business, trade, occupation or profession, or to his or her travel to and from a class or course at an accredited school, college or university or a state approved institution of vocational or technical training or enroute to and from a medical examination or treatment as part of a necessary medical treatment for such participant or evidence of his household.

Safety Sensitive as defined by OTETA: Safety sensitive functions including driving; waiting to be dispatched; inspecting, servicing or conditioning any commercial motor vehicle; at the controls of a commercial motor vehicle; on or in a commercial motor vehicle; loading or unloading a commercial motor vehicle (including assisting, attending, giving and getting receipts); performing driver requirements associated with an accident; or when the vehicle is disabled – repairing, getting help or staying with the vehicle.

Valid License: A driver's license issued by the NYS Department of Motor Vehicles that is not expired, suspended or revoked.

Weapon: All those items mentioned and defined in §265.00 of the NYS Penal Law.

III. Driver Qualification and Eligibility Standards

A. Driver Qualifications:

1. New Hire Driver Qualifications:

An individual shall be ineligible for appointment if the position he or she is applying for requires the applicant to drive a City vehicle and the applicant:

- a. does not possess a valid license or has a license that is a conditional or restricted; or
- b. is a person who is subject to the installation of an ignition interlock device on any motor vehicle he or she drives arising from a conviction under the NYS Vehicle and Traffic Law or Penal Law; or
- c. has any restrictions that would prevent the individual from legally or safely operating a motor vehicle assigned to him or her for work assignments; or
- d. has been convicted of any driving-related felony in the seven (7) year period prior to his/her proposed appointment.

2. A City employee is eligible drive a City vehicle as part of his or her employment if he or she:

- a. is at least eighteen (18) years old; and
- b. possesses a valid license that is not a conditional license or a restricted use license; and
- c. has had his or her motor vehicle record reviewed by the Director of Risk and Safety per the terms and conditions of this program prior to being hired; and
- d. agrees to be enrolled in the New York State Department of Motor Vehicle License Event Notification Service (LENS) Program, thereby allowing the City to receive notification from LENS regarding the employee's driving record; and
- e. is a person who is not subject to the installation of an ignition interlock device on any motor vehicle he or she drives arising from a conviction under the NYS Vehicle and Traffic Law or Penal Law; and

- f. has no restrictions that would prevent the employee from legally or safely operating a City vehicle assigned to him or her for work assignments.

B. Ineligibility to Drive a City Vehicle:

A City employee shall no longer be eligible to drive a City vehicle as part of his/her employment if he/she:

1. possesses a NYS Driver's license that is no longer a valid license, or is a conditional license, or is a restricted use license; or
2. refuses to continue to be enrolled in the New York State Department of Motor Vehicle License Event Notification Service (LENS) Program, thereby allowing the City to receive notification from LENS regarding the employee's driving record; or
3. is a person who is subject to the installation of an ignition interlock device on any motor vehicle he/she drives arising from a conviction under the NYS Vehicle and Traffic Law or Penal Law;; or
4. has any restrictions that would prevent the employee from legally or safely operating a motor vehicle assigned to him or her for work assignments; or
5. has three (3) at fault accidents within a period of two (2) years; or
6. has been arrested for and/or convicted of violating any subsection of the NYS Vehicle and Traffic Law Section 1192 or any similar alcohol or drug related driving offense in another state; or
7. fails a drug and/or alcohol test administered by the City or is deemed to have failed a drug and/or alcohol test.

C. Reinstatement of Driving Privileges:

1. In the event that an employee loses his or her eligibility to drive a City vehicle pursuant to Section III B(5) hereinabove, said eligibility shall be reinstated if the employee successfully completes an approved Driver Safety Course recognized by the NYS Department of Motor Vehicles and proof of same is provided to the employee's department head and the Director of Risk and Safety;
2. In the event an employee loses his or her eligibility to drive a City vehicle pursuant to Section III B(6) hereinabove, said eligibility shall be reinstated if the employee is determined by a court of competent jurisdiction not to have violated any subsection of the NYS Vehicle and Traffic Law Section 1192 or, if determined by a court of competent jurisdiction to have violated any subsection of the NYS Vehicle and Traffic Law Section 1192 said employee again possesses a valid license that is not a conditional license or restricted use license.
3. In the event an employee loses his or her eligibility to drive a City vehicle pursuant to Section III B(7) and the employee has a NYS CDL, said eligibility shall be reinstated upon complete compliance with the conditions set forth in the City's Drug and Alcohol Policy and OTETA; or
4. In the event an employee loses his or her eligibility to drive a City vehicle pursuant to Section III B(7) and the employee has a valid license which is not a NYS CDL, said eligibility shall be reinstated after the employee is referred to the Employee Assistance Program (EAP) and successfully completes all recommendations of the EAP providers in a manner acceptable to the City's Human Resource Administrator and said acceptance is provided to the Director of Risk and Safety.

D. Repeat Offenses:

In the event an employee becomes ineligible to drive a City vehicle twice during any three (3) year period, the employee shall be ineligible to drive a City vehicle for a minimum period of two (2) years from the date of the second event making him or her ineligible. The employee's eligibility to drive a City vehicle may be reinstated after the two (2) year period only upon approval of the Human Resource Administrator, City Attorney and Director of Risk and Safety.

IV. Motor Vehicle Use Policy

All drivers of City vehicles must observe New York State Vehicle and Traffic Laws and City's Fleet Safety Program including but not limited to:

1. Wearing seat belts per New York State Vehicle and Traffic Laws;
2. Observing the City's Smoking Policy prohibiting any smoking when operating City equipment and vehicles;
3. Refraining from using a cell phone;

4. Refraining from using alcoholic beverages or drugs while operating City vehicles or equipment per the City's Substance Abuse Policy;
5. Observing the regulations concerning controlled substances and alcohol testing for NYS Commercial Driver's Licenses as governed by the NYS Department of Transportation and the NYS Vehicle and Traffic Laws;
6. Operating a City vehicle or equipment for the sole purpose of City business;
7. Allowing only City employees as passengers with the exception of the transport of individuals as it pertains to law enforcement and emergency medical services, or in the event of an emergency or with the permission of a department head;
8. Being personally responsible for any ticket issued by a law enforcement official as a result of a violation of the NYS Vehicle and Traffic Laws while driving a City vehicle;
9. Notifying the Director of Risk and Safety of the use of City:
 - a. law enforcement vehicles for authorized law enforcement activities outside of a one hundred fifty (150) mile radius from City limits; or
 - b. fire and emergency management vehicles for authorized City business use outside of a fifty (50) mile radius from City limits; or
 - c. all other City vehicles for authorized City business use outside of the City limits.
10. At no time, **EXCEPT** for law enforcement or fire department personnel in the performance of their official duties, have any weapon, as defined in Section Two above, within his or her personal vehicle and/or a City motor vehicle while on City owned, leased or maintained property or in the course of his/her employment. (An employee who is identified as having a weapon in violation of this policy shall be immediately reported to the police department for investigation.)

V. Vehicle Maintenance and Safety

All drivers shall be required to adhere to their departmental vehicle maintenance and safety inspection guidelines. The City's mechanics or designated repair shops shall be responsible for the performance of routine maintenance (other than warranty items) and repair of all City motor vehicles and equipment. In addition, the following procedures shall be followed:

1. Employees are required to conduct a vehicle maintenance and safety inspection for their assigned vehicle prior to and at the end of their use of the City vehicle and immediately report any known or suspected mechanical and physical defects to their supervisor.
2. Supervisors shall be responsible for enforcing the City's Fleet Safety Vehicle Maintenance and Safety Standards for the employees assigned to their work group.
3. Each City department shall be responsible for the documentation of scheduled and unscheduled maintenance on each City owned vehicle within its control. This documentation shall be available for review by the Director of Risk and Safety as needed in support of the City's Risk and Safety Program.
4. Each department shall be responsible for the establishment of a written scheduled (planned) preventive maintenance program for scheduling and maintaining records of service on each City vehicle.

VI. Accident Reporting

In the event a City employee is involved in a motor vehicle accident, such employee shall comply with the following when driving a City vehicle involved in an accident:

1. Any accident involving a City motor vehicle must be **IMMEDIATELY** reported to the City's Police Department.
2. Accidents are to be reported as soon as practical to the employee's supervisor. The employee's supervisor shall notify the respective department head and the Director of Risk and Safety as soon as practical after the accident and no later than the close of the following business day.
3. The employee involved in a City accident must immediately take a post-accident drug test.
4. The employee involved in the accident, and the employee's supervisor shall complete the City's Employee Incident Report. The employee's supervisor shall transmit the Employee Incident Report to the Director of Risk and Safety as soon as practical, but no later than the close of the following business day.

The City's Police Department shall investigate all City accidents and provide completed accident reports to the Director of Risk and Safety.

Title: Hazard Communication Program

I. Policy

The City of Saratoga Springs maintains a central database of Safety Data Sheets (SDS) that are specific to building occupants and departmental responsibilities in accordance with the United States Department of Labor OSHA Hazard Communication Standard 29 CFR 1910.1200. This law requires the following of all public employers:

“The employer shall maintain in the workplace copies of the required Safety Data Sheets for each hazardous chemical and shall ensure that they are readily accessible during each work shift to employees when they are in their work area(s).”

“Where employees must travel between workplaces during a work shift, (i.e., their work is carried out at more than one geographic location), the material safety data sheets may be kept at the primary workplace facility. In this situation, the employer shall ensure that employees can immediately obtain the required information in an emergency.”

Safety Data Sheets collected and indexed shall be maintained and communicated by the City Office of Risk and Safety on an annual and ongoing basis in support of the City’s compliance with the “New York State Right to Know Law”.

II. Protocol

1. Individual departments shall have the responsibility of informing the Office of Risk and Safety of the addition and/or deletion of any chemicals within a workplace.
2. The Office of Risk and Safety shall conduct an annual inventory of chemicals within City workplaces in the 4th quarter of each year by sending a survey to all department heads requesting the identification of chemicals and their manufacturers.
3. The Office of Risk and Safety shall in turn provide copies of SDS for those chemicals identified. The MSDS are to be kept in a binder titled “**City of Saratoga Springs Safety Data Sheets.**” Department heads shall be responsible for including updated material in this binder and for making multiple copies as needed.
4. The Office of Risk and Safety shall maintain the central database for the City of Saratoga Springs’ SDS as part of the “NYS Right to Know Law”. Additionally, the Police Department, Fire Department, Department of Public Works Garage, Water Treatment Plant, and the Department of Public Safety Garage shall also maintain master SDS binders on site for SDS within their control.
5. The Office of Risk and Safety shall be responsible for the annual education and distribution of the “New York State Right to Know Law” which shall conform to the materials mandated by the New York State Department of Labor.
6. The Office of Risk and Safety shall be responsible for delivering an annual report to the City Safety Committee regarding the status of the **City’s Hazard Communication Program** and the education delivered to its employees and act as the City representative pertaining to the “New York State Right To Know Law” issues.



City of Saratoga Springs'
Hazard Communications Program
NYS Right-to-Know Law Program

The *New York State Right-to-Know Law* requires all public employers to develop programs to inform employees of the potential hazards of chemicals found in the workplace. Employers have four areas of responsibility:

Notification: *Employers must inform employees of their rights to information, including possible health effects and hazards, concerning all toxic substances present in their workplace.*

Information: *Employers must respond to employee requests with specific information in written form concerning any toxic substance present in the workplace.*

Training: *Employers must train employees in the identity, properties and safe use of toxic substances they can expect to encounter in the course of their duties.*

Recordkeeping: *Employers must keep records of employees exposed to substances with enforceable exposure standards, OSHA Subpart Z.*

The City of Saratoga Springs has a formally established a Hazard Communications Program that provides education on an annual basis. Its inventory of chemicals within the workplace is updated during the fourth quarter of each year. Updates to the City's MSDS Database are completed and distributed accordingly.

The City of Saratoga Springs maintains both an electronic and paper database of MSDS within its workplaces. Each department is individually responsible for maintaining MSDS as provided by the Office of Risk and Safety.

The City of Saratoga Springs' paper database is contained within individual departmental binders titled '*City of Saratoga Springs Material Safety Data Sheets.*'

The City of Saratoga Springs' electronic database may be found at the following web address:
<http://hq.msdonline.com/saratogasp3291>.

Should you require information on any chemical within your workplace, please document the chemical product name, its manufacturer, and its use within the workplace. All inquiries relating to chemicals in the workplace or the "*NYS Right-to-Know Law*" should be addressed to:

Marilyn Rivers
Office of Risk and Safety
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866
Tel: (518) 587-3550 extension 2612
Email: Marilyn.Rivers@Saratoga-Springs.org

Title: Mail: Recognizing and Handling Suspicious Mail

The United States Postal Service (USPS) and the Federal Bureau of Investigation (FBI) publish directions in recognizing and handling suspicious mail. It is very important that you know how to recognize suspicious mail.

Characteristics to pay special attention to include:

- **Shape:**
 - Is it lopsided or uneven?
 - Is it rigid or bulky?
- **Odor:** Is there a strange odor coming from the package?
- **Look:**
 - Are there oily stains, discolorations, or crystals on the wrapper?
 - Are there protruding wires?
- **Address:**
 - Is there a foreign postmark?
 - Is there an odd return address?
 - Are there restrictive markings?
 - Are there misspelled words?
 - Is it addressed to a title rather than to an individual?
 - Is it an incorrect title?
 - Is it poorly typed or written?
- **Packaging:**
 - Is it sealed with tape?
 - Is there excessive tape?
 - Is there excessive postage?

Once a suspicious letter or package has been identified, it is important to respond appropriately. There are three main steps:

- **Package:** means that you **DO NOT** handle the package or letter. Leave it where it is! Isolate the area. **DO NOT** try to clean it up, move it, or place in a plastic bag. Make a mental note of any information that might be useful (i.e. size, shape, look, address).
- **People:** clear the area. Inform employees in the immediate area so they won't disturb the suspicious package, letter, or substance. Notify a supervisor immediately. All employees in the area near the package should wash their hands and any other exposed skin with soap and water immediately, even if they didn't touch the package or letter. The area should be cordoned off. Air conditioners, fans, and equipment should be turned off.
- **Plan:** Contact your supervisor, who will contact the Police Department. Call 911 if your supervisor isn't available. In an emergency – such as smoke, fumes, vapors, or employees exhibiting medical symptoms – evacuate the area and call 911.

Remember: This discussion has focused on identifying suspicious packages and letters. If you find a suspicious package or letter think of the three "P's:"

Package, People, and Plan

PACKAGE: Don't handle. Isolate it.

PEOPLE: Clear the area of people. Notify your supervisor.

PLAN: Contact the Police Department. In an emergency — such as smoke, fumes, vapors, or employees exhibiting medical symptoms — evacuate the area and call local emergency responders.

ALWAYS follow the instructions of emergency responders called to assist you.

Title: Public Access Defibrillation (PAD)

I. Policy

The following guidelines have been developed to complement the City's response procedures for managing emergency medical incidents in public places owned and maintained by the City of Saratoga Springs. This response plan incorporates the recommendations as outlined by the American Heart Association, the NYS Department of Health and current legislation regulating Public Access Defibrillation as managed by REMO (Regional Emergency Medical Organization).

The City owns, maintains, and manages a PAD Program at each of the following locations: City Hall at 474 Broadway, Weibel and Vernon Ice Rinks at 30 Weibel Avenue, Indoor Recreation Center at 15 Vanderbilt Avenue, Water Treatment Plant at 111 Excelsior Avenue, and the DPW Garage Complex at 211 Division Street.

II. Protocol

1. A collaborative agreement has been established between the City and the City's Medical Officer, to oversee the administration of the City's PAD Program. This collaborative agreement will be renewed on an annual basis starting from the date of the original agreement.
2. City personnel will be trained on an annual basis in CPR AED Training.
3. The PAD unit will be placed in a central location for use by specifically trained personnel.
4. A building representative will check the unit's readiness on a monthly and as needed basis.
5. Building representatives will notify the Fire Department of any maintenance needs pertaining to the PAD device immediately upon discovery. In the event a PAD is found to need maintenance and/or repair, the PAD will be immediately taken out of service and sent for repair.
6. In the event a PAD device is utilized, the individual using the device shall complete a PAD Incident Report. This report shall be provided to the Fire Department and the City's designated physician to review the response to assure the appropriateness of the procedures followed. If necessary, the City's designated physician will meet with City personnel to review the response and make any necessary recommendations. These recommendations will be documented and attendance taken for retraining.
7. A copy of the City's PAD Incident Report will be submitted to REMO within five (5) business days of the incident.
8. PAD usage incidents will be tracked and trended for review by the City of Saratoga Springs' Safety Committee as needed.

Title: Workplace Violence Prevention Program

I. Policy

The City of Saratoga Springs is dedicated to the security, safety and overall well-being for all of our employees. The City's goal is to invest, as best we can, in the safety and security of our workplace so we can provide our employees with the environment they need to be productive for our constituents.

All incidents pertaining to "employee to employee" issues regarding perceived or alleged workplace harassment shall be reported to the Human Resource Administrator or Department Head in accordance with the City's Personnel Manual. A copy of each complaint shall be given to the City Attorney and the Director of Risk and Safety.

Conduct that constitutes violence will not be tolerated from any City employee. Instances involving assault, criminal conduct or any other tortuous conduct by a City employee will be dealt with in accordance with the law and previously established City policies.

II. Definition

Workplace violence is any physical assault, threatening behavior, or verbal abuse occurring in the workplace and can be directed at or engaged in by co-workers, strangers, customers, or personal relations. The National Institute for Occupational Safety & Health (NIOSH) defines workplace violence as "violent acts (including physical assaults and threats of assaults) directed toward persons at work or on duty." A workplace is defined as any location either permanent or temporary where an employee performs any work related duty.

III. Risk Areas

While workplace violence can occur in any workplace setting, examples of employment situations that may pose a higher risk(s) include:

- Contact with the public
- Duties that involve the exchange of money
- Delivery of passengers, goods or services
- Duties that involve mobile workplace assignments
- Working with unstable or volatile persons in healthcare, social service or criminal justice settings
- Working alone or in small numbers
- Working late at night or during early morning hours
- Working in high crime areas
- Duties that involve guarding valuable property or possessions
- Working in community based settings
- Working in areas with previously identified security problems
- Uncontrolled access to the workplace

IV. Program Requirements

The NYS DOL Law requires public employers to perform a risk evaluation of their workplace to:

- determine the presence of factors or situations that might place employees at risk from occupational assaults and homicides;
- prepare a workplace violence prevention program; and
- inform and train employees on the requirements of the NYS DOL Law and the workplace risk factors that were identified.

Public employers with a combined total of 20 or more full-time permanent employees shall develop and implement a written workplace violence prevention program and provide employee training on workplace prevention measures and other information contained within the employers written program. Such employers shall also inform employees of the location and availability of the written workplace violence prevention program. Employee workplace violence prevention training will be provided at the time of job assignment and annually thereafter.

The written workplace violence program will be proactive, capable of assessing potential threats before they occur, and capable of responding to actual incidents immediately

1. The Director of Risk and Safety in cooperation with and on behalf of the City Safety Committee shall conduct workplace risk evaluations on an annual basis per New York State Department of Labor (DOL) Public Employee Health and Safety regulations (PESH) to:
 - determine the presence of factors or situations that might place employees at risk from occupational assaults and homicides;
 - prepare and annually review a Workplace Violence Prevention Program; and
 - inform and train employees on the requirements of the NYS DOL PESH Law and the workplace risk factors that were identified.
2. Issues involving worksite safety shall be reported to the Director of Risk and Safety.
3. The Director of Risk and Safety shall provide employee workplace violence prevention training at the time of job assignment and annually thereafter.
4. The City's Workplace Violence Prevention Program shall be proactive, capable of both assessing potential threats before they occur, and responding to incidents.

V. Risk Factors Identified

The City of Saratoga Springs recognizes the dynamics of the provisions of public service to the community at large. It adopts the issues identified by the NYS Department of Labor Safety and Health Division. Additional issues identified will be addressed on an ongoing basis at Safety Committee with recommendations made to departments and City Council on a periodic basis. Opportunities for Improvement and proposed solutions will be periodically reported to City Council as needed.

VI. Methods of Workplace Violence Prevention

As they pertain to this policy, the City of Saratoga Springs shall address issues involving workplace safety as follows:

1. City Owned and/or Maintained Property:

City owned buildings shall be secured using the following protocols:

- Doors should never be propped open. Locations having money and/or secure information shall be kept locked and separate from general entry.
- Security card entry systems have been installed within City Hall and the Recreation Center to limit access to secured areas.
- Concealed weapons are strictly prohibited in/on all City owned and maintained buildings/properties. City law enforcement officials shall be exempt from this provision.
- Security cameras have been installed with a direct feed to the Police Department for City owned buildings identified as being at high risk when possible.

2. Identification Cards:

- Employees shall be issued an identification card by the Human Resource Administrator and shall be required to display the identification card with a current color picture visible on the front side of the badge itself along with the City seal and employee name.

- City issued identification cards must be worn at all times within the workplace. Identification cards should also be carried at all times by employees who work outside of the traditional workplace setting, i.e. police, fire, and public works.
 - Whenever an employee's appearance changes substantially; i.e., shaved head, growth of beard, sex change or gender modification, change in hair color, or appearance altering plastic surgery, the identification card picture should be updated.
 - All City identification cards shall be issued upon employment and rescinded upon separation without exception by the Human Resource Administrator.
3. Bomb Threat Protocol: The City has adopted the Federal Bureau of Investigation's protocols for Bomb Threats.
 4. Security Cameras: The City shall install and maintain security systems to protect City owned buildings, properties, and the employees who work within them. Security camera systems will send video feed to the City's Police Department whenever possible. For ancillary worksites where a direct connection to the City's Police Department is not possible, steps will be taken to record and save the video feed for police use. The Office of Risk and Safety in partnership with the Safety Committee shall be responsible for the installation and management of all fire and security systems for City buildings and properties controlled by the Department of Public Works.
 5. Panic Buttons:

Homeland Security studies have identified the need for panic buttons in various locations throughout the City Hall workplace. Risk assessments will occur on an annual basis to quantitatively measure the ongoing need for panic button installation within individual department and in other City buildings undergoing similar studies.

Department heads will be consulted to determine how the Workplace Violence Prevention Program may best meet the needs of the employees working within that department on both an initial and ongoing basis. If there is a quantitative determination made that panic buttons are needed within a particular City owned and/or maintained location, the Safety Committee shall make the determination as to how best accommodate the request. Risk and Safety will act as the Safety Committee's liaison to the placement and installation of the panic buttons with feedback to the Safety Committee on its progress and management. Panic Button Technology within City Hall and other pertinent City owned locations shall be mutually owned and maintained by the Police Department and the Office Risk and Safety Office.

Any department or individual requesting the installation of a panic button shall make a formal written inquiry to the Office of Risk and Safety. Risk and Safety shall forward the request for panic button technology to Police Department personnel assigned to the task of reviewing the request and conducting a security assessment of the location requesting the technology.

The Police Department and Director of Risk and Safety will discuss the security assessment with the requestor and collectively decide the best use of technology available. All final determinations for requests for panic button technology will be brought to the Safety Committee as part of the City's Workplace Violence Prevention Programming.

Each panic button installed shall be tested regularly under the direction and in coordination with Police Department personnel. It will be the responsibility of each individual assigned a panic button to initiate the activation when asked to do so. Each Commissioner and the Mayor shall be responsible for ensuring employees within their control regularly manage the technology governed by this policy.

VII. Reporting Incidents of Workplace Violence:

1. All incidents of workplace violence within any City department shall be reported to the Human Resource Administrator on the City's **Workplace Violence Incident Report**.

2. The Human Resource Administrator shall provide the City Attorney and the Director of Risk and Safety with a copy of the complaint filed with twenty four (24) hours of its receipt and shall work together with the Director of Risk and Safety and the City Attorney to investigate each alleged incident of workplace violence.
3. The City of Saratoga Springs Police Department shall be immediately contacted if any such incident involves an immediate threat to the safety and welfare of the general employee population. The Police Department will then assume control of the incident and any ensuing investigation.
4. Opportunities for workplace site health and safety improvements identified by the Police Department shall be immediately provided to the Director of Risk and Safety for further action in accordance with this program.
5. Upon completion of the workplace violence investigation, a copy of the completed workplace violence investigation shall be provided to the Department Head.
6. The Human Resource Administrator shall work with the Department Head on any employee disciplinary issues resulting from the investigation.
7. The Director of Risk and Safety shall report any identified workplace violence site safety issue(s) and recommend solutions for remediation to the Department Head.
8. The Director of Risk and Safety shall report such site safety issues to the Safety Committee. The Committee shall work to develop the appropriate safety prevention and control strategies and solutions.
9. The Safety Committee will assist the appropriate Department Head with Workplace Violence Prevention Program initiatives and identify any trends that may pose a liability or financial risk to the City of Saratoga Springs.

Part Four

Regulatory Compliance Policies

New York State municipal employees are governed by PESH – the Public Employee Safety and Health Bureau established in 1980 to enforce safety and health standards in the public sector promulgated under the United States Occupational Safety and Health Act (OSHA). NYS’ PESH Act governs the occupational safety and health protection to all public sector employees. PESH ensures public entities abide by the federal OSHA regulations for public employee workplaces and their hazards. It also acts as a resource to municipalities during statewide emergencies.

Important Tips in Understanding OSHA Regulations

At first glance, government regulations seem to be complex and undecipherable. However, there is a logical order to the letters and numbers, and with a basic understanding of the system, it will become easier to locate the specific requirements you need in the OSHA regulations

OSHA regulations are part of the government’s Code of Federal Regulations (CFR). The CFR is divided into 50 TITLES representing areas subject to federal jurisdiction. For example, Title 49 is Department of Transportation and Title 29 covers the Department of Labor, of which OSHA is a part. Each title is divided into CHAPTERS and the chapter usually bears the name of the individual agency. The chapter of Title 29 that applies to OSHA is Chapter XVII – Occupational Safety and Health Administration.

Each chapter is divided into numbered PARTS covering specific regulatory areas. Part 1910 of Title 29, Chapter XVII is the general “Occupational Safety and Health Standards.” (Commonly referred to as the OSHA “General Industry regulations.”) Some of the types of industries covered by the General Industry standards are manufacturing, the service sector, and health care. (Part 1926 covers the Construction industry. Parts 1915, 1917 and 1918 are Maritime Industry standards.)

Major blocks of information within part 1910 are called SUBPARTS and are labeled with capital letters. The subpart for Hazardous Materials is H and the subpart for Materials Handling and Storage is N.

Subparts are divided into SECTIONS which are identified by a repeat of the part number followed by a decimal point and a number referring to specific topics under the subpart. The section for Powered Industrial Trucks (PITs) is 1910.178. All requirements found in section 1910.178 relate to the operation of PITs.

Topical sections are further broken down into PARAGRAPHS which are designated by (a), (b), (c), etc. and SUBPARAGRAPHS which are numbered (1),(2),(3),etc. The paragraph for powered industrial truck operations is 1910.178(m) and the subparagraph pertaining to powered industrial trucks left unattended is 1910.178(m)(5). Subparagraphs may be further divided into Roman numerals (i), (ii), (iii), etc. and, when necessary, upper case letters (A), (B), (C) and italicized letters (1), (2), (3), etc.

A reference to a typical OSHA provision will be title, part, subpart, section, paragraph, and subparagraph.

TITLE → PART → SUBPART TITLE → SECTION → PARAGRAPH → SUB- PARAGRAPH
29 CFR / 191 / Subpart ‘title name’ / 1910.178 / (m) / (5) / (i)

Title: Boiler & Machinery Maintenance Protocol

I. Policy

The City's insurer and the NYS regulatory authorities require regular boiler and machinery maintenance for the continued safe operation of this equipment. This policy sets the standard for boiler and machinery maintenance for all City owned and maintained boilers within the purview of the City's Department of Public Works and Public Safety. The City hereby adopts the maintenance schedules advocated by NYS and its insurer and agrees to utilize the maintenance checklists published by its insurer.

II. Protocol

1. A **"Boiler Maintenance Log"** shall be placed within close proximity to each boiler owned and maintained by the City. The Log shall be placed in a location that is clearly available for documentation purposes.
2. Each time a boiler is started, protocols provided by its insurer will be followed. At a minimum, the following will be checked on a monthly basis:
 - a. Boiler Burners: equipment should be cleaned and adjusted to give maximum efficiency.
 - b. Boiler Heating Surfaces: all surfaces and internal parts should be cleaned of all deposits and debris. Fire Department Code requirements will be met for all boiler rooms.
 - c. Safety/Relief Valves: all valves will be tested for "freedom of operation."
 - d. Boiler Water Pipe Mineral Buildup: suitable chemical treatments will be used to minimize the buildup of scale and to prevent corrosion.
 - e. Pressure and Temperature Controls and Gauges: all pressure and temperature gauges will be checked for satisfactory operation and adjusted or replaced as necessary.
 - f. Water Level Gauge: water level gauges will be kept clean to indicate the proper water level at all times.
 - g. Pipe Fittings: any leaking pipes or fittings located on the boiler or anywhere throughout the heating system will be repaired or replaced to prevent a loss of water.
 - h. Pipe Insulation: pipes will be insulated to prevent freezing, condensation, and heat loss.
 - i. Fans and Pumps: all mechanical equipment will be checked for proper lubrication.
3. Entries will be made on the **"Boiler Maintenance Log"** each month for each inspection conducted.
4. A **"Boiler Maintenance Log"** will be maintained at each City location having a heating boiler.
5. In the seventh month of each calendar year, the log shall be reviewed for boiler equipment refurbishment needs and monies will be budgeted as appropriate.
6. Repairs made to boilers will be documented in the **"Boiler Repair Maintenance Log"** kept at these same locations.

Title: Choosing the Right Footwear for Electrical Hazards

If you are working with or in and around electricity, special attention should be paid to the footwear you wear to reduce the possibility of electrocution or other electricity-related incidents on the jobsite. There are three general classifications for safety footwear from an electrical standpoint according to the OSHA standard, and all three have very distinct purposes.

Non-conductive footwear. Non-conductive footwear often is classified with an “EH” rating. Shoes with this rating are insulated to help ground electricity from accidental contact with live circuits or electrical equipment. When it comes to safety toes, EH-rated boots can have steel or composite toes. A common misconception is that metal in a boot is bad when working around electricity. The reality is, metal is conductive when it is in contact with other metal. Metal safety-toe caps, steel shanks, etc., are enclosed by non-conductive materials (often leather, rubber, insulation, etc.) and are therefore safe to wear in environments where live circuits are present. It also is important to select a boot with a rubber outsole that will help to ground any charges during an incident. Rubber outsoles also are longwearing and slip-, water- and abrasion-resistant and will help to protect the wearer from slips or falls on the jobsite.

Anti-static footwear. Boots with this classification are designed for workers operating in environments sensitive to static electricity. Anti-static footwear helps to dissipate the accumulation of static electricity from the body while still providing a reasonable level of resistance to electrical hazards from live circuits. These boots are typically marked with ESD or SD tags.

Conductive footwear. Conductive footwear helps to protect the wearer in an environment where the accumulation of static electricity on the body can be a hazard. These workers often handle explosive or volatile materials. Conductive safety footwear is made with materials and cements that offer no electrical resistance. When shopping for boots, one might come across the term “static-dissipating.” Static dissipating does just that – it reduces the amount of static electricity accumulated from walking, movement, etc. The boots dissipate static electricity from the body to the ground to reduce the chance of ignition from a static electric spark. It is important to remember that these boots offer no protection from live charges or electrical equipment.

Here are some simple tips to remember when shopping for your next pair of work boots:

Do your research first. Find out what requirements you might have in your work environment and what personal needs you may have.

Shop for boots in the afternoon or early evening. Feet tend to swell throughout the day, especially for those who work while standing. By trying on footwear when your feet are at their largest, your work boots will feel comfortable, even on the longest days.

Come prepared. Bring a typical pair of well-padded socks that you might wear to better understand how your boots might fit.

Do not forget about comfort. Brands today incorporate many comfort features to collaborate with their performance and protection enhancements. Ortholite insoles; lighter, more asymmetrical steel-toes; additional padding; and other modern comfort features all go into making a pair of boots that will still feel as comfortable when you take them off as when you put them on.

Do not forget your “homework.” Aftercare for your footwear provides a longer life for your boots. Treat leather with mink oil or leather treatments to keep materials supple and resistant to water. Store your boots in a clean, dry place to reduce odors and preserve the leather.

Title: Confined Space: Permit Required Confined Space Program

I. Introduction

As part of routine maintenance activities, many City employees and contractors are required to enter potentially hazardous confined spaces. The U.S. Department of Labor, Occupational Safety and Health Administration's (OSHA) regulations, 29 CFR 1910.146 governs "Permit-Required Confined Spaces" and defines them as any location that is large enough and so configured that an employee can bodily enter, has limited openings for entry and egress, and is not intended for continuous employee occupancy.

Confined spaces may have atmospheric conditions and/or physical hazards present and include: manholes, stacks, pipes, storage tanks, trailers, tank cars, pits, sumps, storm water basins, vaults, hoppers, and bins. This program is written in accordance with the Occupational Safety and Health Administration's (OSHA) regulations, 29 CFR 1910.146, "Permit-Required Confined Spaces" and New York Department of Labor State Public Employee Safety and Health (PESH) 12-9 Entering Confined Space.

II. Policy Statement

The City shall take every reasonable precaution practicable to provide a work environment free from recognized hazards for its employees. Entry into a confined space will be in conformance with all federal, and New York State laws, rules and regulations, as well as the City confined space program and accepted department policies. Whenever possible, work that can be performed without entering a confined space is considered the preferred method.

All confined spaces have been previously identified and properly classified as either a permit-required or non-permit-required. If a change in conditions occur within a non-permit required confined space (e.g. flooding, reconfiguration, contamination) it automatically becomes a permit-required confined space and all proper precautions must be taken.

A permit system has been established for all entries into permit-required confined spaces. Permit forms will be kept by the Department of Public Works and once completed will be kept on file for a minimum of six (6) years. Prior to entry of a permit-required confined space, an entry team consisting of at least one designated entrant, attendant and entry supervisor shall be established as required by law.

Atmospheric testing is required before entering any permit-required space. If a hazardous atmosphere is present, employees shall not enter the space until ventilation procedures have been carried out and testing reveals acceptable entry conditions based upon the NYS Department of Labor Public Employee Safety and Health Bureau's (PESH's) permissible exposure limits (PEL). Whenever possible, all atmospheric hazards will be completely eliminated before entry.

The will provide equipment required for entry in accordance with 29 CFR 1910.146 and will ensure that all affected employees are trained and use the equipment properly. All required equipment will be maintained according to the manufacturer's recommendations by the department owning the equipment or by their designee. Effective communication procedures will be established between the entry team and the Fire Department prior to entry. All communication devices will be provided and maintained by the department owning the equipment. Training will be provided to any employee before they are assigned any duties related to permit-required confined space entry.

III. City Fire Department

The City's Fire Department is responsible to the provision of entry rescue services. The Fire Department has been provided a copy of the inventory and a copy of all applicable SDS-GHS for each space. The Fire Department shall also be provided prior access to all spaces so that it can develop and practice rescue operations.

The Fire Department will be contacted by calling 911.

Upon arrival the rescue team will be furnished with the permit and informed of any hazards present.

Regardless of the number of permit required confined space entries made, the Fire Department will be contacted at least annually to review the following information.

1. List of permit-required confined spaces.
2. The hazards of the spaces.
3. Procedures for entry.
4. Equipment available on site.
5. Training programs.

IV. Contractors and/or Vendors

Any work for the City at any City facility or off-site location must be conducted in accordance with all applicable regulations. Contractors must have a written confined space program that complies with all applicable regulations. All contractors must provide copies of their written program and employee training documentation along with their rescue agreement to the contracting department. Contractors are also responsible to supply all needed equipment to perform safe entry and/or rescue. When a contractor is required to enter or work in a permit required space, the contracting department will furnish a written copy of the known hazards identified in that space to the contractor.

Any contractor/vendors who will be engaged in a permit required confined space entry must, at a minimum, follow this procedure. Whenever a contractor will be involved in a permit-required confined space entry, a written plan for the entry will be submitted to the program administrator prior to the work being scheduled. The program administrator, or a designated employee who has been trained as an entry supervisor, will approve the contractor written plans. Prior to entry, the City's designee must inform the contractor if any hazards previously confronted in the space, apprise the contractor of any precautions or procedures that have been implemented for the protection of employees working near that space and coordinate any operations between the contractor and the City. At the conclusion of the entry, the City's designee will debrief the contractor regarding the permit space program followed and any hazards that were confronted or created in the space.

The City specifically reserves the right to suspend or terminate any contracted work whenever a Contractor and/or Service Provider, and/or Contractor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of the Contractor 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 in no way obligates the City to inspect the safety practices of the Contractor and/or Service Provider.

Title: Emergency Generator Maintenance Protocol

I. Policy

The City's insurer and the NYS regulatory authorities require regular emergency generator maintenance for the continued safe operation of this equipment. This policy sets the standard for emergency generator maintenance for all City owned and maintained boilers within the purview of the City's Department of Public Works and Public Safety. The City hereby adopts the maintenance schedules advocated by NYS and its insurer and agrees to utilize the maintenance checklists published by its insurer.

II. Protocol

1. An **"Emergency Generator Repair and Maintenance Log"** shall be kept by the City Electrician for all emergency generators owned and maintained by the City. The Log shall be placed in a location that is clearly available for documentation purposes.
2. Each time a generator is started for other than emergency situation, protocols provided by its manufacturer will be followed.
3. **Monthly and Pre-Startup Checks** as applicable:
 - a. Check coolant level in the radiator and fill if necessary.
 - b. Check for any alarms, record hours run and engine starts.
 - c. Check coolant heater.
 - d. Check and record fuel level
 - e. Check battery and battery charger
 - f. Check radiator hoses for wears & cracks.
 - g. Pull the dipstick and check oil level in the crankcase to ensure oil is clean and proper level.
 - h. Check gaskets, piping and gage lines.
 - i. Determine if plastic safety guards are in place and allow free operation of the generator.
 - j. Clean air louvers so that they are free to move.
 - k. Clean radiator core of dirt and debris.
4. **Operation Checks** when engine is running as applicable:
 - a. Listen for crankshaft knocking and/or unusual engine noise.
 - b. Remain with the engine to make sure all operating pressures and temperatures have stabilized and are within design parameters.
 - c. Examine instruments and controls to determine they are operating properly.
 - d. Check the coolant and antifreeze solutions for clarity and add or change as needed.
 - e. Inspect and tighten all electrical connections.
 - f. Change the oil in the machine annually or as needed.
 - g. Record the readings as part of a permanent operating record.
5. A monthly checklist will be filled out for all generators and entered in **"Emergency Generator Repair and Maintenance Log."** Repairs made to emergency generators will be documented in the **"Emergency Generator Repair and Maintenance Log."**
6. Each emergency generator owned and maintained by the City shall be tested on a quarterly basis unless an emergency power failure has occurred which triggers the use of the emergency generator. Such emergency generator use will constitute an official test of the system at that building location.
7. Emergency generators called into emergency service shall undergo a thorough evaluation and operational check as to its continued viability.
8. Each test of a City owned and/or maintained generator shall documented in the **"Emergency Generator Repair and Maintenance Log"** be presented to the City's Safety Committee on a quarterly basis after each regularly scheduled test.

Title: Excavation and Trenching Safety Protocols

I. Policy

This City policy sets the standard for the safety of employees who work in or around excavations as part of their job duties. This program complies with the requirements of the Occupational Safety and Health Administration (OSHA) regulations, 29 CFR 1926 (Construction), Subpart P. This program applies to excavation work on all properties or projects performed by City employees regardless of the job site location. This program applies to excavations formed by any man-made cut, cavity, trench, or depression in an earth surface formed by the removal of earth materials. There are minimal requirements for excavations less than four feet deep. Excavations greater than four feet deep require oversight by a competent person and routine evaluation of hazards and selected controls per OSHA regulations.

II. General Requirements

1. Contact DIGSAFELYNY at least 72 hours prior to the anticipated start date to have all utilities identified and marked.
2. Once the ticket has been cleared and all utilities located, digging may begin.
3. Appropriate authorities must be notified if a gas or other hazardous substance leak occurs during excavation activities.
4. If personnel will be entering the excavation, the designated competent person must determine the appropriate protective system for potential cave in.
5. In most cases, soils at locations throughout the City are considered to be class B soil. Best and safest practice is to assume the worst class of soil (class C) and implement appropriate protective systems for class C soil or use an appropriate trench box for the size and depth of the excavation.
6. Prior to personnel entering the excavation, and as necessary throughout the shift, the designated competent person must perform an excavation assessment to identify hazardous conditions and determine protective measures. This evaluation must be documented.
7. All hazards identified must be eliminated or controlled prior to personnel entering the excavation. The site evaluation shall be documented on the Excavation Assessment Form provided in accordance with 29CFR 1926 (Construction), Subpart P.

III. Inspections

1. Daily Inspections:
 - A. The competent person must conduct daily inspections of excavations, adjacent areas, and protective systems for evidence of a situation that could result in possible cave-in, protective structure failure, hazardous atmospheres, and verification that control measures remain in place are continue to be effective.
 - B. Daily inspections must be conducted prior to personnel entering the excavation each day and as needed throughout the shift.
 - C. Inspection is especially critical on Mondays, where rain or other changing conditions occurring over the weekend have deteriorated soil conditions and/or protective systems.
 - D. If personnel will not be entering the excavation on a given day, inspection is not required.
 - E. Note: There is no regulatory requirement stating that the competent person must be on site at all times; however, the competent person must be present to make those inspections necessary to identify situations that could result in hazardous conditions (e.g. possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions), and then to insure that corrective measures are taken. It is, therefore, subject to the conditions present at each individual worksite whether or not a competent person is required to be present at the job site at all times. The competent person must be available should situations arise that require attention.
 - F. Where the competent person or personnel entering the excavation find evidence of a situation that could result in a possible cave-in, protective system failure, hazardous atmosphere, or other hazardous

conditions, exposed personnel shall evacuate the excavation until the situation has been corrected.

2. Additional Inspections:

- A. Inspections shall also be made after each hazard-changing event, such as a heavy rainstorm.
- B. There is an “**Inspection Log**” provided on the back of the **Excavation Risk Assessment Form** for documenting inspections.

IV. Emergency Protocols

The City's Fire Department is the designated response agency for cave in emergencies.

The first and most important action that can be taken in the event of a cave in is to activate the emergency response system by **CALLING 911**.

Take the following immediate action onsite while waiting for emergency personnel:

- If victim is not visible, try to identify the area where the victim most likely is located as closely as possible.
- Immediately request the City's vacuum if not on site already.
- Begin hand digging, if it is safe to approach the site of the collapse.
- **DO NOT USE** mechanical excavating equipment to dig the person out due to the potential for additional injury, crushing, or dismemberment.
- Designate **ONE** individual to meet the fire department upon their arrival and brief them on the situation.
- Assemble materials and equipment that may be beneficial during rescue operations, such as shovels, plywood/lumber, ladders, buckets, etc.
- Clear the area so that rescue personnel have access to the site.

Please consult with OSHA's on-line Information at <http://www.osha.org>

Title: Hazard Waste Management Program

I. Policy

The City shall participate in a Waste Management Program in accordance with the New York State Department of Environmental Conservation Waste Management Regulations per 6 NYCRR Parts 370 Series as applicable to City operations. The goal of this program is to establish universal protocols in the disposal of waste accumulated throughout the City's operations.

II. Definitions

Department Head: Commissioner, Mayor, Deputy Commissioner and/or Deputy Mayor.

The definitions as follows are directly taken from the NYS Department of Environmental Conservation Division of Solid and Hazardous Materials Hazardous Waste Report: Instructions and Forms. A complete listing of definitions as they pertain to 6 NYCRR Parts 370 Series may be found within this document for further reference to the required regulations.

Disposal: Final placement or destruction of toxic, radioactive, or other wastes: surplus or banned pesticides or other chemicals; polluted soils; and drums containing hazardous materials from removal actions or accidental releases. Disposal may be accomplished through the use of approved landfills, surface impoundment, land farming, deep well injection, ocean (water) dumping, or incineration.

Solid Waste: Materials ranging from municipal garbage to industrial wastes that contain complex and sometimes hazardous substances. Solid wastes also include sewage sludge, agricultural refuse, demolition wastes, and mining residues. Technically, solid waste also refers to liquids and gases in containers.

Universal Hazardous Waste: Any of the following hazardous wastes that are managed under the universal waste requirements of 6 NYCRR Subpart 374-3; or batteries, as described in 6 NYCRR 374-3.1(b); pesticides as described in 6 NYCRR 374-3.1(c); thermostats as described in 6 NYCRR 373-3.1(d); and lamps as described in 6 NYCRR Part 374-3.1(e).

III. Protocol

Individual City departments shall collectively utilize the same waste contractors whenever possible in disposing of solid or universal waste. Waste management contractors shall be retained through the City's Purchasing policies and be contracted to dispose of the City's hazardous waste in its entirety and not its departmental parts. Costs associated with the disposal of waste shall be individually borne by each department based upon the waste generated and be billed separately according to contract. The Department of Public Works shall have the responsibility of managing the disposal of hazardous waste within the City per the NYS Department of Environmental Conservation Hazardous Waste Management Regulations.

Title: Lockout Tagout Program

I. Policy

City employees are responsible for complying with OSHA and PESH regulatory requirements for Lockout Tagout Programming. This program establishes the minimum requirements for the lockout or tagout of energy isolating devices in compliance with OSHA and PESH requirements. It should be used by those employees engaging in Lockout-Tagout activities to ensure that machinery or equipment are isolated from all potentially hazardous energy, and locked out or tagged out before employees perform any servicing or maintenance activities where the unexpected energization, start-up, or release of stored energy could cause injury.

This policy applies to all City employees who may perform service and/or maintenance on machines and equipment capable of "unexpected" start up or release of stored energy. All employees are responsible for engaging in and understanding the safety significance of the OSHA-PESH Lockout Tagout Program. Each new or transferred affected employee and other employees whose work operations are or may be in the area shall be instructed in the purpose and use of Lockout Tagout procedures. Department Heads shall be responsible for ensuring training and compliance.

II. Definitions

Affected Employee: is an employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under Lockout Tagout or whose job requires him/her to work in an area in which such servicing or maintenance is being performed. An affected worker cannot perform work under a Lockout Tagout permit.

Authorized Employee: is an employee who locks out or tags out machines or equipment in order to service or maintain them. All authorized employees must successfully complete the required training.

Chemical Energy: the potential of a chemical substance to undergo a transformation through a chemical reaction or, to transform other chemical substances. Examples include batteries, light bulbs, and cells etc. Breaking or making of chemical bonds involves energy, which may be either absorbed or evolved from a chemical system.

Contractor: is any individual or firm working at the City that is not a City employee.

De-energize: to remove energy from something to stop it from working.

Department Head: Mayor, Commissioner of Accounts, Finance, Public Safety and Public Works.

Electrical Energy: energy absorbed or delivered by an electrical circuit (for example, one provided by an electric power utility). "Electrical Energy" refers to energy that has been converted *from* electrical potential energy. This energy is supplied by the combination of electric current and electrical potential that is delivered by the circuit.

Energize: to add energy to something to make it work.

Energy: makes things work. It comes in different forms: heat (thermal), light (radiant) and motion (kinetic).

Energy Isolating Device – a Lockout Device: a device that prevents the transmission or release of energy. An "energy source" is any source of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.

Hydraulic Energy: power created by the compressive force or movement of a liquid in a confined area. Machines that lift objects often use hydraulic energy.

Kinetic Energy: is the energy of motion — of waves, electrons, atoms, molecules, substances, and objects.

Lockout is the placement of a locking device on an energy-isolating device that ensures the equipment being controlled cannot be operated until the lockout device is removed. "Lockout device" is a device that utilizes a positive means such as a lock, either key or combination type, to hold an energy-isolating device in the safe position.

Machine Guard: a guard placed on the moving part of a machine that cuts, drills or saws that prevents the machine from kicking back chips or pieces of the item being worked on and protects those body parts that may come in contact with the machine as it operates.

Mechanical Energy: the energy a substance or system has because of its motion. Every moving object has mechanical energy, whether it is a hammer driving a nail, a leaf falling from a tree, or a rocket flying in space. Mechanical energy pulls, pushes, twists, turns, and throws. Machines use mechanical energy to do work.

Motion Energy: energy stored in the movement of objects. The faster they move, the more energy is stored. It takes energy to get an object moving, and energy is released when an object slows down. Wind is an example of motion energy. A dramatic example of motion is a car crash; when the car comes to a total stop and releases all its motion energy at once in an uncontrolled instant.

Other Employees: are those whose work operations are or may be in an area where energy control procedures are utilized.

Pneumatic Energy: power created by the compressive force or movement of air or gas in a confined area. Assembly tools often use pneumatic energy to force parts together.

Potential Energy: also known as stored energy and the energy of position.

Radiant energy: electromagnetic energy that travels in transverse waves. Radiant energy includes visible light, x-rays, gamma rays and radio waves. Light is one type of radiant energy. Sunshine is radiant energy, which provides the fuel and warmth that make life on Earth possible.

Tagout: is the placement of an attachable tag on an energy-isolating device to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed.

Tagout Device: a prominent warning device, such as a tag and a means of attachment, which can be securely fastened to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed.

Thermal Energy: is also known as heat energy is the vibration and movement of machine parts.

III. Protocol

1. Lockout/Tagout procedures may only be initiated by authorized employees.
2. Every outside Contractor must inform the City and each other of their respective Lockout/Tagout procedures. The responsibility of training outside contractor employees lies with their employer.
3. Each Contractor's LOTO program must be reviewed by an authorized City representative in detail to ensure that City employees could not be injured as a result of allowing the Contractor's LOTO program and procedures to be implemented at a City owned or maintained facility. If there are any discrepancies, it is the responsibility of the City to ensure that City employees understand and comply with any restrictions and prohibitions of the outside contractor's LOTO program.
4. Department Heads and/or their designees shall be responsible for using the forms in the Appendix to identify all equipment and machinery that are governed by 29 CFR 1910.147 on an annual and ongoing basis, to provide training to employees as detailed within this policy, and to ensure compliance with the OSHA.

5. Employees are required to be trained so that they understand the purpose and function of the LOTO program and procedures. Employees are required to be trained so that they understand the purpose, contents and requirements of 29 CFR 1910.147 as is required by law.
6. Authorized Employees shall receive training in the recognition of sources of hazardous energy, the types and magnitudes of hazardous energy and the means and methods of isolation and control.
7. Affected Employees shall be instructed in the purpose and use of OSHA and PESH's LOTO program.
8. Employees are required to be instructed about the OSHA and PESH's LOTO program and about the prohibition against attempting to restart equipment, machines or systems that have been locked and tagged out of service.
9. Authorized Employees shall be responsible for educating employees under their direct supervision in the proper use of equipment and machinery.
10. Retraining of employees shall be required whenever there is a change in job assignment, machines, equipment or processes that present a new hazard or a change in the energy control procedures.

IV. OSHA LOTO Standard Operating Procedures

A. Preparation for Lockout or Tagout:

1. Check the unit's "City Lockout/Tagout Machine/Equipment Listing" to determine the resources that pertain to each piece of equipment and machinery.
2. Use the **NYS PESH "LOCK-OUT/TAG-OUT DECISION FLOW CHART"** before you attempt to fix or service any City equipment or machinery.
3. Complete a lockout procedure for every piece of City equipment or machinery that you are attempting to fix or repair.
4. Complete a "New or Rebuilt Equipment Safety Inspection" BEFORE the equipment or machinery is placed back into service.
5. Return completed forms to the Supervisor in charge of the equipment.
6. Supervisors are legally required to keep these forms in a binder for each of their departments and the binders must be available for inspection as required by law.

You may now begin the LOTO process.

Identify the machinery or equipment requiring maintenance or repair and determine the detailed procedures required by the manufacturer for locking and tagging out the machinery and/or equipment you are working on. If you are unsure the machine or equipment you are working on has detailed procedures for locking and or tagging of the equipment, refer to the equipment service manual that belongs to that equipment or make a survey of the equipment to determine the procedures required to insure lockout/tagout will result in an energy free state.

PLEASE NOTE: Equipment or machinery that has a cord and plug connected does not require lockout/tagout procedures as long as the attachment cord and plug has been disconnected and is under the sole control of the individual performing maintenance or repairs.

EXCEPTIONS TO LOCKOUT TAGOUT:

If the equipment or machinery you are working on meets any of the following criteria, the specific equipment and machinery you are working on is not required to have detailed lockout/tagout procedures:

- Exception 1:** The machine or equipment has no potential for stored or residual energy or re-accumulation of energy after equipment is shut down.
- Exception 2:** The machine or equipment has a single energy source which can be readily identified and isolated.
- Exception 3:** The isolation and locking out of the energy source shall completely de-energize and de-activate the machine or equipment.
- Exception 4:** The machine or equipment is isolated from that energy source and locked out during servicing and maintenance.

Exception 5: A single lockout device will achieve a locked out condition.

Exception 6: The lockout device is under the exclusive control of the authorized employee performing the servicing.

Exception 7: The servicing or maintenance of the equipment or machine does not create hazards for other employees.

Exception 8: The City in using this exception to the standard has no accidents involving the unexpected activation or re-energization of the equipment or machinery you are servicing.

Detailed operating procedures for machinery and equipment should be found in the operating manual for machinery and equipment located within your work unit.

B. Sequence of Lockout or Tagout System Procedure:

1. Notify all affected employees that a lockout or Tagout system is going to be utilized and the reason therefore. The authorized employee shall know the type and magnitude of energy that the machine or equipment utilizes and shall understand the hazards thereof.
2. If the machine or equipment is operating, shut it down by the normal stopping procedure (depress stop button, open toggle switch, etc.)
3. Operate the switch, valve or other energy isolating device(s). Stored energy (such as that in springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas, steam, or water pressure, etc.) must be dissipated or restrained by methods such as repositioning, blocking, bleeding down, etc..
4. Lockout and/or Tagout the energy isolating device(s) with assigned individual lock(s) or tag(s).
5. After ensuring that no personnel are exposed, and as a check on having disconnected all energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate.
6. The equipment is now locked out or tagged out.

CAUTION: Remember these important points:

- Always return operating control(s) to neutral or off position after the each test of machinery or equipment you are working on.
- Authorized employees who perform electrical repairs, maintenance, installation, or disconnections of electrical conductors prior to removing other equipment or machinery, must test for an energy free state with an approved electrical testing device.
- If the service or repair for equipment or machinery requires exposing live parts of electric equipment, a tag used without a lock must be supplemented by at least one additional safety measure that provides a level of safety equivalent to that obtained by the use of a lock. **(e.g. Removal of an isolating circuit element, blocking of a controlling switch, or opening of an extra disconnecting device.)**

Authorized employees must check for electrical de-energization of electrical circuits and equipment by use of an authorized electrical testing device. Electrical lockout tagout must comply with 29 CFR 1910.333(b).

C. Restoring Machines or Equipment to Normal Production Operations:

1. After the servicing and or maintenance is complete and equipment is ready for normal production operations, check the area around the machine(s) or equipment to ensure that no one is exposed.
2. After all tools have been removed from the machine or equipment, guards have been re-installed and employees are in the clear, remove lockout and or Tagout devices. Operate the energy isolating device(s) to restore energy to the machine or equipment.
3. Notify affected employees that the servicing or maintenance is complete and the machine or equipment is ready for use.

D. Removal of Locks or Tags By Other Than Those Who Affix Them:

When the authorized employee who applied the lockout device is not available to remove it, that device may be removed under the direction of the supervisor in charge of that equipment or machinery by using the following procedure.

The Supervisor will:

1. Verify that the authorized employee who applied the device is not at the facility.
2. Make all reasonable efforts to contact the authorized employee to inform them that their Lockout/Tagout will be removed from the equipment or machinery in question.
3. Have an authorized employee inspect the equipment to assure the re-energization of the equipment will not expose employees to a hazard or damage the equipment.
4. Insure that the authorized employee is informed that their lock has been removed before they resume work at the facility.

Procedure Involving More Than One Person:

- In the preceding steps, if more than one individual is required to lockout and or tagout equipment, each shall place their personal lockout and or tagout device on the energy isolating device(s).
- When an energy isolating device cannot accept multiple locks or tags, a multiple lockout or Tagout device (hasp) shall be used.
- If lockout is used, a single lock may be used to lockout the machine or equipment with the key being placed in a lockout box or cabinet that allows the use of multiple locks to secure it.
- Each employee should use their own lock to secure the box or cabinet.
- As each person no longer needs to maintain their lockout protection, that person will remove their lock from the box or cabinet.

V. Basic Rules for Using Lockout or Tagout System Procedure

All equipment shall be locked out or tagged out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve, or other energy isolating device where it is locked or tagged out.

VI. Employee Training and/or Re-training Record Procedures

- Training and/or re-training shall be provided for all authorized and affected employees whenever there is a change in their job assignments, a change in machines, equipment or processes that present a new hazard, or when there is a change in the energy control procedures.
- Additional re-training shall be conducted whenever a periodic inspection reveals, or whenever the employer has reason to believe that there are deviations or inadequacies in the employee's knowledge or use of the energy control procedures.
- The re-training shall re-establish employee proficiency and introduce new or revised control methods and procedures, as necessary.

VIII. Periodic Inspections

- Each City Department Head and/or his/her designee shall have the responsibility of conducting a periodic inspection of the energy control program at least annually to ensure that the City's program and the requirements of the OSHA standard are followed.
- The periodic inspection shall be performed by an authorized employee other than the one(s) utilizing the energy control program being inspected.
- The periodic inspection shall be designed to correct any deviations or inadequacies observed.
- Where lockout is used for energy control, the periodic inspection shall include a review, between the inspector, each authorized employee, and the authorized employees who is responsible for the equipment or machinery being reviewed under the energy control program.

REFERENCES: OSHA Hazardous Energy Control Standard - 29 CFR 1910.147 and 29 CFR 1910.333

Title: Personal Protective Equipment

A personal protective equipment (PPE) program, in which employees wear special clothing or equipment as a protective barrier against workplace hazards, is an essential safety component in workplaces where various types of hazards are present. The following information on protective devices for eye/face, head, hand, and foot/leg protection is strictly general. **If you need more specific information relating to OSHA compliance, see OSHA 29 CFR 1910.133-138.**

Note: All protective devices utilized in the workplace must be NIOSH or ANSI approved.

Eye/Face Protection: Anyone working in or passing through an area that has been identified as having eye hazards must wear protective eyewear, including those who wear prescription eyeglasses or contacts. An adequate supply of safety glasses/goggles must be available to employees as well as eyewear appropriate for covering prescription eyeglasses or equipment that has prescriptive lenses incorporated into its design. In eye/face hazard areas, emergency eyewash facilities should be located in easily accessible areas. These emergency eyewash facilities must meet applicable ANSI standards.

Examples of eye hazards include:

- Flying particles that require the use of side protectors
- Light radiation, which requires equipment fitted with filter lenses
- Chemical liquids, acids or caustics, which require the use of goggles and face shields
Note: Primary eye protection must be worn under face shields
- Vapors
- Gases
- Bioaerosols
- Molten metal

Head protection: If hazards in an area possess the potential to result in injury to the head, employees working in that area and all those passing through it must be provided head protection. Hazards from fixed objects require the use of bump/skull caps to protect from lacerations. If there is potential for falling objects or high-impact forces, safety hats must be worn, as they absorb the shock from a blow and resist penetration. Some safety hats also provide protection from electrical shock.

Hand protection: Where injury to the hands or fingers can result from cuts, chemicals, burns, lacerations, or abrasions, suitable hand protection should be required. Since not every glove is suitable for every given task, glove selection should be based on the hazard presented, the characteristics of the glove, and the amount of time it will be in use. All gloves are eventually permeable to chemicals and should only be used for the duration specified based on glove material, thickness, permeation rate, and time.

Foot/leg protection: If a work area presents a significant risk for a heavy object to be dropped, or if sharp objects, molten metal, hot surfaces, or wet surfaces are present, then safety shoes including boots, shoe covers, leggings or other protective foot/leg wear should be worn.

- Leggings protect the lower leg and feet from molten metal or welding sparks.
- Foot guards can be made of aluminum alloy, fiberglass, or galvanized steel and should be worn over usual work shoes to protect from falling objects
- Heat-resistant soled shoes protect against hot surfaces.
- Safety shoes should be sturdy and have an impact-resistant toe. Some also have metal insoles that protect against puncture wounds.

PPE is an essential component of workplace safety programs where physical hazards exist. To ensure a safe workplace, have appropriate equipment on hand, understand how to use the personal protective equipment you need works, and regularly maintain your PPE.

Title: Ticks and Lyme Disease (Tick-borne borreliosis, Lyme arthritis) Fact Sheet

What is Lyme disease?

Lyme disease is an infection caused by the bacteria *Borrelia burgdorferi* and is spread to humans through the bite of infected blacklegged ticks (or deer ticks). Not all deer ticks are infected with the bacteria. Lyme disease can affect people of any age. A vaccine for Lyme disease is not currently available. Lyme disease is the most prevalent tick-borne disease in New York and has been reportable since 1986.

Who gets Lyme disease?

Lyme disease can affect people of any age. People who spend time outdoors in activities such as camping, hiking, golfing, or working or playing in grassy and wooded environments are at increased risk of exposure. The chances of being bitten by a deer tick are greater during times of the year when ticks are most active. Ticks can be active any time the temperature is above 45° F. Young deer ticks, called nymphs, are active from mid-May to mid-August and are about the size of poppy seeds. Adult ticks are most active from March to mid-May and from mid-August to November and are about the size of sesame seeds. Both nymphs and adults can spread Lyme disease. Infected deer ticks can be found throughout New York State.

How is Lyme disease spread?

Not all deer ticks are infected with the bacteria that cause Lyme disease. Ticks can become infected if they feed on animals such as mice and other mammals that are infected. The disease can be spread when an infected tick bites a person and stays attached for a period of time. In general, the tick must be attached for 36 to 48 hours or more. Lyme disease does not spread from one person to another. Transfer of the bacteria from an infected pregnant woman to her fetus is extremely rare.

What are the signs and symptoms of Lyme disease?

Early symptoms usually appear within 3 to 30 days after the bite of an infected tick. In 60-80 percent of cases, a circular bull's eye rash about two inches in diameter, called erythema migrans, appears and expands around or near the site of the tick bite. Sometimes, multiple rash sites appear. One or more of the following symptoms usually mark the early stage of Lyme disease: chills and fever, headache, fatigue, stiff neck, muscle and/or joint pain, and swollen glands. If Lyme disease is unrecognized or untreated in the early stage, more severe symptoms may occur. As the disease progresses, severe fatigue, a stiff aching neck, and tingling or numbness in the arms and legs, or facial paralysis can occur. The most severe symptoms of Lyme disease may not appear until weeks, months or years after the tick bite. These can include severe headaches, painful arthritis, swelling of the joints, and heart and central nervous system problems.

How is Lyme disease diagnosed?

Symptoms and possible tick bite exposure may cause a health care provider to suspect Lyme disease. If suspected, lab tests can be performed to confirm diagnosis.

What is the treatment for Lyme disease?

Patients treated with antibiotics in the early stages of Lyme disease usually recover quickly and completely. Antibiotics commonly used for treatment include doxycycline, amoxicillin, or cefuroxime axetil. Patients with certain neurologic or cardiac forms of illness may require additional treatment. It is important to speak with your health care provider if you think you might have Lyme disease. The best treatment for Lyme disease is prevention and awareness.

Does past infection with Lyme disease make a person immune?

Lyme disease is a bacterial infection. Even if successfully treated, a person may become re-infected if bitten later by another infected tick.

What can be done to prevent Lyme disease?

The best prevention of Lyme disease is through awareness. Generally, ticks cannot jump or fly onto a person. They wait in vegetation and cling to animals and humans when they brush by. When in a potentially tick-infested habitat (wooded and grassy areas) take special care to prevent tick bites, such as wearing light-colored clothing (for easy tick discovery) and tucking pants into socks and shirt into pants. Check after every 2 to 3 hours of outdoor activity for ticks on clothing or skin. Brush off any ticks on clothing or skin before skin

attachment occurs. A thorough check of body surfaces for attached ticks should be done at the end of the day. If removal of attached ticks occurs within 36 hours, the risk of tick-borne infection is minimal. For proper tick removal, please watch the video at [Tick removal](#). A vaccine for Lyme disease is not currently available. Insect repellents can be effective at reducing bites from ticks that can spread disease. If you decide to use a repellent, use only what and how much you need for your situation. More information on repellents can be found at [Environmental Protection Agency - insect-repellents](#).

In addition:

- Be sure to follow label directions.
- Try to reduce the use of repellents by dressing in long sleeves and pants tucked into socks or boots.
- Children should only handle repellents with adult supervision. Adults should apply repellents to their own hands first and then gently spread on the child's exposed skin. Avoid applying directly to children's hands. After returning indoors, wash your child's treated skin and clothing with soap and water or give the child a bath.
- Do not apply near eyes, nose or mouth and use sparingly around ears.
- After returning indoors, wash treated skin with soap and water.

Domestic animals can carry ticks into areas where you live so it is important to check pets for ticks before they enter the home.

How should a tick be removed?

Grasp the mouthparts with tweezers as close as possible to the attachment (skin) site. Be careful not to squeeze, crush or puncture the body of the tick, which may contain infectious fluids. Pull firmly and steadily upward to remove the tick. After removing the tick, thoroughly disinfect the bite site and wash hands. The NYSDOH has created a video on proper tick removal at the following website: www.healthy.ny.gov/diseases/communicable/lyme . See or call a doctor if there are concerns about an incomplete tick removal. Do not attempt to remove ticks by using petroleum jelly, lit cigarettes or other home remedies because these may actually increase the chance of contracting a tick-borne disease.

Actual size of a tick



Additional Resources: bcdc@health.ny.gov
<https://www.cdc.gov/lyme/toolkit/index.html>

APPENDIX:

FORMS



City of Saratoga Springs, NY *Incident Report*

(Please submit original to the Office of Risk and Safety)

Date of Occurrence:	Time of Occurrence:	Date Reported:	Time Reported:
Employee's Name:			
Employee's Job Title/Supervisor:			
Specific Location of Incident:			
Condition of Area Where Incident Occurred:			
Weather Conditions:			
Character of Case: * ACCIDENT * CITY PROPERTY DAMAGE * OTHER PROPERTY DAMAGE * THEFT			
Description of Damages:			
City Property Damage:			
Other Property Damage:			
Vehicle Make/Model:	Vehicle Year/License Plate Number:	Vehicle VIN:	Vehicle Owner/Operator:
Witnesses' Names/Addresses/Telephone Numbers:			
Employee Statement: (Briefly describe the nature of the accident and the circumstances that resulted in damage to Private or City owned property.)			
Supervisor's Statement:			
Police Report Filed By:		Date:	Case No.:
Supervisor's Signature:			

Hot Water Heating Boiler Operating Log (USA)

This boiler operating log is to be used in addition to the boiler manufacturer's operating requirements and instructions. All operational tasks and tests must be conducted in accordance with the manufacturer's instructions by a trained and qualified individual.

Location	
Qualified Person	

Boiler # _____ Year _____

While recording the operating conditions on this log, visually inspect the controls, safety devices, relief valves, piping, and all associated equipment. Any unusual or adverse conditions should be recorded, reported and then corrected by a qualified technician. Records of all boiler maintenance and repairs should be kept for future reference.

Record the date items were performed in each column except WEEKLY tasks that are recorded with a check mark (✓).

Month	Weekly												Every 3 Months		Annually*			
	Test Low Water Fuel Cutoff and Make Up Feed (✓)				Check Circulating Pumps and Expansion Tank (✓)				Inspect for Leaks and Clean Area Around Boiler (✓)				Test Safety Valve by Lifting Lever by Hand	Open and Close Boiler Drain Valve	Test Burner Operation	Clean Boiler and Burner	Verify Operation of all Safety Devices and Controls	Operating Certificate Inspection
	Week				Week				Week									
	1	2	3	4	1	2	3	4	1	2	3	4						
January																		
February																		
March																		
April																		
May																		
June																		
July																		
August																		
September																		
October																		
November																		
December																		

Low Pressure Steam Boiler Operating Log (USA)

This boiler operating log is to be used in addition to the boiler manufacturer's operating requirements and instructions. All operational tasks and tests must be conducted in accordance with the manufacturer's instructions by a trained and qualified individual.

Location	
Qualified Person	

Boiler # _____ Year _____

While recording the operating conditions on this log, visually inspect the controls, safety devices, relief valves, piping, and all associated equipment. Any unusual or adverse conditions should be recorded, reported and then corrected by a qualified technician. Records of all boiler maintenance and repairs should be kept for future reference.

Record the date items were performed in each column except WEEKLY tasks that are recorded with a check mark (✓).

Month	Weekly												Every 3 Months		Annually*			
	Test Low Water Fuel Cutoff and Make Up Feed (✓)				Blow Down Water Column & Gage Glass (✓)				Inspect for Leaks and Clean Area Around Boiler (✓)				Test Safety Valve by Lifting Lever by Hand	Open and Close Boiler Drain Valve	Test Burner Operation	Clean Boiler and Burner	Verify Operation of all Safety Devices and Controls	Operating Certificate Inspection
	Week				Week				Week									
	1	2	3	4	1	2	3	4	1	2	3	4						
January																		
February																		
March																		
April																		
May																		
June																		
July																		
August																		
September																		
October																		
November																		
December																		

A FACT SHEET FOR Youth Sports Parents



This sheet has information to help protect your children or teens from concussion, or other serious brain injury.

What Is a Concussion?

A concussion is a type of traumatic brain injury—or TBI—caused by a bump, blow, or jolt to the head or by a hit to the body that causes the head and brain to move quickly back and forth. This fast movement can cause the brain to bounce around or twist in the skull, creating chemical changes in the brain and sometimes stretching and damaging the brain cells.

How Can I Help Keep My Children or Teens Safe?

Sports are a great way for children and teens to stay healthy and can help them do well in school. To help lower your children's or teens' chances of getting a concussion or other serious brain injury, you should:

- Help create a culture of safety for the team.
 - Work with their coach to teach ways to lower the chances of getting a concussion.
 - Emphasize the importance of reporting concussions and taking time to recover from one.
 - Ensure that they follow their coach's rules for safety and the rules of the sport.
 - Tell your children or teens that you expect them to practice good sportsmanship at all times.
- When appropriate for the sport or activity, teach your children or teens that they must wear a helmet to lower the chances of the most serious types of brain or head injury. There is no "concussion-proof" helmet. Even with a helmet, it is important for children and teens to avoid hits to the head.

Talk with your children and teens about concussion. Tell them to report their concussion symptoms to you and their coach right away. Some children and teens think concussions aren't serious, or worry that if they report a concussion they will lose their position on the team or look weak. Remind them that *it's better to miss one game than the whole season.*

How Can I Spot a Possible Concussion?

Children and teens who show or report one or more of the signs and symptoms listed below—or simply say they just "don't feel right" after a bump, blow, or jolt to the head or body—may have a concussion or other serious brain injury.

Signs Observed by Parents

- Appears dazed or stunned
- Forgets an instruction, is confused about an assignment or position, or is unsure of the game, score, or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows mood, behavior, or personality changes
- Can't recall events *prior to or after* a hit or fall

Symptoms Reported by Children and Teens

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness, or double or blurry vision
- Bothered by light or noise
- Feeling sluggish, hazy, foggy, or groggy
- Confusion, or concentration or memory problems
- Just not "feeling right," or "feeling down"

**GOOD TEAMMATES KNOW:
IT'S BETTER TO MISS ONE GAME THAN THE WHOLE SEASON.**



cdc.gov/HEADSUP

CONCUSSIONS AFFECT EACH CHILD AND TEEN DIFFERENTLY.

While most children and teens with a concussion feel better within a couple of weeks, some will have symptoms for months or longer. Talk with your children's or teens' healthcare provider if their concussion symptoms do not go away or if they get worse after they return to their regular activities.



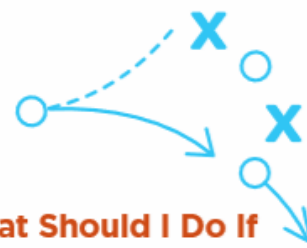
Plan ahead. What do you want your child or teen to know about concussion?

What Are Some More Serious Danger Signs to Look Out For?

In rare cases, a dangerous collection of blood (hematoma) may form on the brain after a bump, blow, or jolt to the head or body and can squeeze the brain against the skull. Call 9-1-1, or take your child or teen to the emergency department right away if, after a bump, blow, or jolt to the head or body, he or she has one or more of these danger signs:

- One pupil larger than the other
- Drowsiness or inability to wake up
- A headache that gets worse and does not go away
- Slurred speech, weakness, numbness, or decreased coordination
- Repeated vomiting or nausea, convulsions or seizures (shaking or twitching)
- Unusual behavior, increased confusion, restlessness, or agitation
- Loss of consciousness (passed out/knocked out). Even a brief loss of consciousness should be taken seriously

Children and teens who continue to play while having concussion symptoms or who return to play too soon—while the brain is still healing—have a greater chance of getting another concussion. A repeat concussion that occurs while the brain is still healing from the first injury can be very serious and can affect a child or teen for a lifetime. It can even be fatal.



What Should I Do If My Child or Teen Has a Possible Concussion?

As a parent, if you think your child or teen may have a concussion, you should:

1. Remove your child or teen from play.
2. Keep your child or teen out of play the day of the injury. Your child or teen should be seen by a healthcare provider and only return to play with permission from a healthcare provider who is experienced in evaluating for concussion.
3. Ask your child's or teen's healthcare provider for written instructions on helping your child or teen return to school. You can give the instructions to your child's or teen's school nurse and teacher(s) and return-to-play instructions to the coach and/or athletic trainer.

Do not try to judge the severity of the injury yourself. Only a healthcare provider should assess a child or teen for a possible concussion. You may not know how serious the concussion is at first, and some symptoms may not show up for hours or days. A child's or teen's return to school and sports should be a gradual process that is carefully managed and monitored by a healthcare provider.

Revised January 2019

To learn more,
go to cdc.gov/HEADSUP



A Fact Sheet for YOUTH SPORTS OFFICIALS



One of the main jobs of a sports official is keeping athletes safe. This sheet has information to help you protect athletes from concussion or other serious brain injury, learn how to spot a concussion, and know what to do if a concussion occurs.

What Is a Concussion?

A concussion is a type of traumatic brain injury—or TBI—caused by a bump, blow, or jolt to the head or by a hit to the body that causes the head and brain to move quickly back and forth. This fast movement can cause the brain to bounce around or twist in the skull, creating chemical changes in the brain and sometimes stretching and damaging the brain cells.

How Can I Help Keep Athletes Safe?

Sports are a great way for children and teens to stay healthy and can help them do well in school. As a youth sports official, your actions (including strict officiating) help set the tone for safe play and can help lower an athlete's chances of getting a concussion or other serious injury. Aggressive and/or unsportsmanlike behavior among athletes can increase their chances of getting a concussion or other serious injury. Here are some ways you can help keep athletes safe:

Create a culture of safety at a game or competition:

- Enforce the rules of the sport for fair play, safety, and sportsmanship.
- Penalize athletes for unsafe actions such as:
 - › Striking another athlete in the head.
 - › Using their head or helmet to contact another athlete.
 - › Making illegal contacts or checking, tackling, or colliding with an unprotected opponent.
 - › Trying to injure or put another athlete at risk for injury.
- At the pre-game or event meeting, remind coaches to talk with athletes about concussion so that athletes feel that it is their job to report a concussion or other injury right away.

Watch out for possible concussions.

- ▶ Use injury timeouts to ensure that an athlete with a possible concussion is removed from play. When in doubt, sit them out!
- ▶ Enforce the rule that an athlete with a possible concussion cannot return to play on the same day of the injury and until seen and cleared by a health care provider.

Keep up to date on concussion information:

- Review your state, league, and/or organization's concussion guidelines.
- Take a training course on concussion. CDC offers concussion training at no cost at www.cdc.gov/HEADSUP.
- Download CDC's **HEADS UP** app or a list of concussion signs and symptoms that you can keep on hand.
- Talk with other sports officials and review game film to help learn about the ways to enforce safe and fair play.

Check out the equipment and sports facilities:

- Work with the game or event administrator to ensure the sports facilities provide a safe playing environment (e.g., remove tripping hazards, ensure goal posts have padding that is in good condition, etc.).
- When appropriate for the sport or activity, work with the game or event administrator and coach to make sure all athletes wear a helmet that fits well and is in good condition. There is no "concussion-proof" helmet, so it is important to enforce rules that protect athletes from hits to the head and when a helmet falls off during a play.



Centers for Disease
Control and Prevention
National Center for Injury
Prevention and Control

To learn more, go to www.cdc.gov/HEADSUP

Sportsmanship: Model it. Expect it. Enforce it.



➤ Enforce Safe Play. You Set the Tone for Safety.

How Can I Spot a Possible Concussion?

Athletes who show or report one or more of the signs and symptoms listed below—or simply say they just “don’t feel right” after a bump, blow, or jolt to the head or body—may have a concussion or other serious brain injury.

Signs Observed by Sports Officials, Parents, or Coaches

- Appears dazed or stunned.
- Forgets an instruction, is confused about an assignment or position, or is unsure of the game, score, or opponent.
- Moves clumsily.
- Answers questions slowly.
- Loses consciousness (even briefly).
- Shows mood, behavior, or personality changes.
- Can’t recall events prior to or after a hit or fall.

Symptoms Reported by Athletes

- Headache or “pressure” in head.
- Nausea or vomiting.
- Balance problems or dizziness, or double or blurry vision.
- Bothered by light or noise.
- Feeling sluggish, hazy, foggy, or groggy.
- Confusion, or concentration or memory problems.
- Just not “feeling right,” or “feeling down.”

What Are Some More Serious Danger Signs to Look Out For?

In rare cases, a dangerous collection of blood (hematoma) may form on the brain after a bump, blow, or jolt to the head or body and can squeeze the brain against the skull. Call 9-1-1 or ensure that an athlete is taken to the emergency department right away if, after a bump, blow, or jolt to the head or body, he or she has one or more of these danger signs:

- One pupil larger than the other.
- Drowsiness or inability to wake up.
- A headache that gets worse and does not go away.
- Slurred speech, weakness, numbness, or decreased coordination.
- Repeated vomiting or nausea, convulsions or seizures (shaking or twitching).
- Unusual behavior, increased confusion, restlessness, or agitation.
- Loss of consciousness (passed out/knocked out). Even a brief loss of consciousness should be taken seriously.

➤ Children and teens who continue to play while having concussion symptoms or who return to play too soon—while the brain is still healing—have a greater chance of getting another concussion. A repeat concussion that occurs while the brain is still healing from the first injury can be very serious and can affect a child or teen for a lifetime. It can even be fatal.

The information provided in this fact sheet or through linkages to other sites is not a substitute for medical or professional care. Questions about diagnosis and treatment for concussion should be directed to a physician or other health care provider.



To learn more, go to www.cdc.gov/HEADSUP

You can also download the CDC [HEADS UP](http://www.cdc.gov/HEADSUP) app to get concussion information at your fingertips. Just scan the QR code pictured at left with your smartphone.

A FACT SHEET FOR Athletes



This sheet has information to help you protect yourself from concussion or other serious brain injury and know what to do if a concussion occurs.

WHAT IS A CONCUSSION?

A concussion is a brain injury that affects how your brain works. It can happen when your brain gets bounced around in your skull after a fall or hit to the head.

What Should I Do If I Think I Have a Concussion?

Report It.

Tell your coach and parent if you think you or one of your teammates may have a concussion. You won't play your best if you are not feeling well, and playing with a concussion is dangerous. Encourage your teammates to also report their symptoms.



Get Checked Out by a Doctor.

If you think you have a concussion, do not return to play on the day of the injury. Only a doctor or other healthcare provider can tell whether you have a concussion and when it's OK to return to school and play.



Give Your Brain Time to Heal.

Most athletes with a concussion get better within a couple of weeks. For some, a concussion can make everyday activities, such as going to school, harder. You may need extra help getting back to your normal activities. Be sure to update your parents and doctor about how you are feeling.



GOOD TEAMMATES KNOW:
IT'S BETTER TO MISS ONE GAME THAN THE WHOLE SEASON.



cdc.gov/HEADSUP

How Can I Tell If I Have a Concussion?

You may have a concussion if you have any of these symptoms after a bump, blow, or jolt to the head or body:

-  **Get a headache**
-  **Feel dizzy, sluggish, or foggy**
-  **Are bothered by light or noise**
-  **Have double or blurry vision**
-  **Vomit or feel sick to your stomach**
-  **Have trouble focusing or problems remembering**
-  **Feel more emotional or “down”**
-  **Feel confused**
-  **Have problems with sleep**

A concussion feels different to each person, so it's important to tell your parents and doctor how you feel. You might notice concussion symptoms right away, but sometimes it takes hours or days until you notice that something isn't right.

How Can I Help My Team?

Protect Your Brain.

All your teammates should avoid hits to the head and follow the rules for safe play to lower chances of getting a concussion.

Be a Team Player.

If one of your teammates has a concussion, tell them that they're an important part of the team and they should take the time they need to get better.



The information provided in this document or through linkages to other sites is not a substitute for medical or professional care. Questions about diagnosis and treatment for concussion should be directed to a physician or other healthcare provider.

Revised January 2019

To learn more,
go to cdc.gov/HEADSUP



City of Saratoga Springs' Confined Space Assessment Form



Location of Space: _____

Type of Space: _____ Dimensions of Space: _____
Date of Assessment _____ Inventory Number: _____

A. Confined Space Determination

1. Area was **NOT** designed for continuous human occupancy. ☐ YES ☐ NO
2. Area can be bodily entered and assigned work performed. ☐ YES ☐ NO
3. Area has limited and or/restricted means of access and egress. ☐ YES ☐ NO

If you answered yes to **ALL** of the above then the space has met the criteria for a confined space.
Please move on to the next section.

B. Permit Required Confined Space Determination

1. Does the space have or have the potential for a hazardous atmosphere? ☐ YES ☐ NO
If a hazardous atmosphere was detected, please mark the hazard(s) below:
☐ Oxygen Deficiency ☐ Oxygen Enrichment ☐ Explosive Gas/Vapor ☐ Explosive Dust
☐ Hydrogen Sulfide ☐ Carbon Monoxide ☐ Chlorine ☐ Other: _____
2. Does the space have the potential to engulf the entrant? ☐ YES ☐ NO
Please mark below if the hazard poses a potential for engulfment:
☐ Water ☐ Sand ☐ Soil ☐ Gravel/Loose Rock ☐ Sewage ☐ Oil ☐ Other: _____
3. Does the space have the potential to entrap the entrant? ☐ YES ☐ NO
4. Is there a potential for any other serious safety and health hazard? ☐ YES ☐ NO
If yes, please mark below:
☐ Electrical ☐ Moving Parts ☐ Slips and Trips ☐ Falling (deeper than 5 ft.) ☐ Heat ☐ Cold
☐ Skin or Eye Irritants ☐ Noise ☐ Chemicals ☐
Other: _____
5. How is the space entered?
☐ Fixed Ladder (circle one: good condition or needs repair) ☐ Stairs ☐ Portable Ladder
☐ Lowering Winch (separate from non-entry rescue equipment)
6. Will ventilation be required for the space?
☐ YES If YES: (check all that apply) ☐ Natural ☐ Forced Positive ☐ Forced Negative
☐ NO
7. Will the entrant need to detach from the lifeline requiring rescue to be on site? ☐ YES ☐ NO

C. Alternate Entry Procedure Determination

1. If parts 2-4 of Section B were marked YES, then alternate entry procedures are **NOT** allowed for the space.
2. Is the only hazard an actual or potential hazardous atmosphere? ☐ YES ☐ NO
If yes, will ventilation alone maintain safe conditions? ☐ YES ☐ NO

If yes has been marked for both questions in part 2, the space may use alternate entry procedures.
If at any time the space changes and other hazards are present, it is automatically a permit-required space again.

FINAL DETERMINATION: (Check All that Apply) ☐ **Non-Permit Confined Space**
☐ **Permit-Required Confined Space** ☐ **Alternate Entry Procedures Allowed**

City of Saratoga Springs' Confined Space Equipment Checklist

Location of Site:		
Date/Time of Operation:		
Supervisor in Charge:		
Personnel on Crew:		
Time Fire Department Notified of Activity:		
TRIPOD (If Used)	YES	NO
Is the Tripod set up and stabilized correctly?	<input type="checkbox"/>	<input type="checkbox"/>
Are the Winch and Fall Arrest Device and Cables routed correctly?	<input type="checkbox"/>	<input type="checkbox"/>
AIR CART (If Used)	YES	NO
Does the Air Cart have enough airlines and masks:		
For the initial Rescue Team members?	<input type="checkbox"/>	<input type="checkbox"/>
The Backup Team?	<input type="checkbox"/>	<input type="checkbox"/>
Are the air cylinders full?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have spare air cylinders on site?	<input type="checkbox"/>	<input type="checkbox"/>
Does the air regulator work?	<input type="checkbox"/>	<input type="checkbox"/>
Does the low air alarm work on the device? (reg set to 100psi)	<input type="checkbox"/>	<input type="checkbox"/>
Are the Scott SKA Paks full and serviceable?	<input type="checkbox"/>	<input type="checkbox"/>
Are masks and air lines in serviceable condition?	<input type="checkbox"/>	<input type="checkbox"/>
SCBA's (If Used)	YES	NO
Are there enough SCBA's available?	<input type="checkbox"/>	<input type="checkbox"/>
Are there Spare Cylinders on site?	<input type="checkbox"/>	<input type="checkbox"/>
Serviceable condition?	<input type="checkbox"/>	<input type="checkbox"/>
Ropes, Hardware and Harnesses	YES	NO
Are all ropes and hardware inspected and in good condition?	<input type="checkbox"/>	<input type="checkbox"/>
Are harnesses correctly sized for rescuers?	<input type="checkbox"/>	<input type="checkbox"/>
Air Monitoring Equipment	YES	NO
Do all Gas Meters have current calibration dates?	<input type="checkbox"/>	<input type="checkbox"/>
Are gas meters warmed up and bump tested as required in clean air?	<input type="checkbox"/>	<input type="checkbox"/>
Communications Equipment and Methods	YES	NO
Is your Communication Equipment adequate for the operation?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a way to maintain communication with the Rescue Team?	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Rescue Plan	YES	NO
Did you discuss Emergency Rescue Plans PRIOR to beginning?	<input type="checkbox"/>	<input type="checkbox"/>
Have you informed all team members of the rescue plan?	<input type="checkbox"/>	<input type="checkbox"/>
Have you informed the Fire Department of your confined space work?	<input type="checkbox"/>	<input type="checkbox"/>
Ventilation Fan(s)	YES	NO
Do you need a Ventilation Fan for your confined space work?	<input type="checkbox"/>	<input type="checkbox"/>
Will the fan provide adequate airflow for the space being ventilated?	<input type="checkbox"/>	<input type="checkbox"/>
Is the exhausted air being sent downwind from the rescuers and not towards the occupied area?	<input type="checkbox"/>	<input type="checkbox"/>
PPE	YES	NO
Are helmets and gloves available for each team member?	<input type="checkbox"/>	<input type="checkbox"/>
Does everyone know the Backup Team contact info?	<input type="checkbox"/>	<input type="checkbox"/>

Springs' Excavation and Trenching Risk Assessment Form

PROJECT INFORMATION			
Location:		Date/Time:	
DIGSAFELYNY Ticket No:		Date/Time Cleared:	
Excavation Depth:		Required Actions:	
<input type="checkbox"/>	Less than 4 feet or personnel will not be entering	Contact DIGSAFELYNY only. Remainder of this assessment form does not need to be completed provided there are no additional hazards, such as potential cave-in, high traffic area, etc.	
<input type="checkbox"/>	Between 4 and 20 feet	Continue completing this form. Keep on file.	
<input type="checkbox"/>	>20 feet	Contact City Engineer for special requirements.	
HAZARD		SPECIFY CONTROL MEASURE (N/A IF NOT APPLICABLE)	
Cave-in: any soil class		<input type="checkbox"/> Trench Box (soil does not have to be classified)	
Cave-in: assume Class C		<input type="checkbox"/> Slope/bench 1 ½ H to 1 V (34°)	
Cave-in: all other situations		<input type="checkbox"/> Contact EHSS or Facilities Safety for guidance	
Surface Encumbrances		<input type="checkbox"/> N/A <input type="checkbox"/> Removed <input type="checkbox"/> Supported	
Underground Installations		<input type="checkbox"/> N/A <input type="checkbox"/> Protected/supported <input type="checkbox"/> Owner action required	
Access/Egress required at 4'		<input type="checkbox"/> N/A <input type="checkbox"/> Ladder <input type="checkbox"/> Ramp <input type="checkbox"/> Stairs (within 25')	
Vehicular Traffic		<input type="checkbox"/> N/A <input type="checkbox"/> Barricades <input type="checkbox"/> Signs <input type="checkbox"/> Flag person	
Falling Loads		<input type="checkbox"/> N/A <input type="checkbox"/> Personnel clear of equipment being loaded	
Mobile Equipment		<input type="checkbox"/> N/A <input type="checkbox"/> Barricade/stop log <input type="checkbox"/> Signs/flags <input type="checkbox"/> Signaller	
Hazardous Atmosphere ___02, ___CO, ___H2S, ___LEL		<input type="checkbox"/> Forced air ventilation <input type="checkbox"/> Respiratory protection <input type="checkbox"/> Continuous air monitoring required	
Water Accumulation		<input type="checkbox"/> N/A <input type="checkbox"/> Pump <input type="checkbox"/> Safety harness with life line <input type="checkbox"/> Diversion <input type="checkbox"/> Drainage	
Adjacent Structures		<input type="checkbox"/> N/A <input type="checkbox"/> Shored <input type="checkbox"/> Braced <input type="checkbox"/> Underpinned <input type="checkbox"/> RPE review	
Loose Rock or Soil		<input type="checkbox"/> N/A <input type="checkbox"/> Spoil piles at least 2' from edge <input type="checkbox"/> Scaling <input type="checkbox"/> Protective barrier <input type="checkbox"/> Benching <input type="checkbox"/> Restraint device	
Fall Protection		<input type="checkbox"/> N/A <input type="checkbox"/> Barricades 6' from edge <input type="checkbox"/> Guardrails on walkways	
Security (overnight)		<input type="checkbox"/> N/A <input type="checkbox"/> Fencing/barricades <input type="checkbox"/> Holes covered <input type="checkbox"/> Warning signs <input type="checkbox"/> Lighting	
Personal Protective Equipment		<input type="checkbox"/> N/A <input type="checkbox"/> Work boots <input type="checkbox"/> Hard hat <input type="checkbox"/> Safety glasses	
ENTRY AUTHORIZATION			
Competent Person/Site Supervisor:			
In case of emergency:		<input type="checkbox"/> Dial 911 <input type="checkbox"/> Dial Pat Design <input type="checkbox"/> Radio base station	

City of Saratoga Springs' Excavation and Trenching Risk Assessment Form Cont.

Date/Time Weather	Inspection Results	Corrective Action(s) taken (describe):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):

SITE SUPERVISOR COMPLETING THIS FORM: _____

DATE _____



Public Access Defibrillation Incident Report

Name of Patient: _____

Date of Incident: ____/____/____

Time of Incident: ____:____:____ am/pm

Patient's Age: _____

Patient's Sex: () Male () Female

CPR Prior to Defibrillation:

() Attempted () Not Attempted

Cardiac Arrest: () Not Witnessed () Witnessed by Bystander () Witnessed by AED

Est. Time (in minutes) from Arrest to CPR ____:____ Shock: () Indicated () Not Indicated

Est. Time (in minutes) from Arrest to 1st Shock: ____:____ Number of Shocks: _____

Additional Comments: _____

Patient Outcome at Incident Site:

- () Return of pulse and breathing () No return of pulse or breathing
() Return of pulse with no breathing () Became responsive
() Return of pulse, then loss of pulse () Remained unresponsive

Name of AED Operator: _____

Number of Shocks: _____ Time Period of Shocks: _____

Name of Transporting Ambulance: _____

Name of Facility Patient Transported to: _____

Name of Person Completing This Report: _____

Signature of Person Completing This Report: _____ Date: _____

The information obtained from this report will be maintained as **CONFIDENTIAL** Quality Assurance information pursuant to Article 30, Section 3004-A and 3006 of the Public Health Law of the State of New York.

Fire Department: _____ Date Received: _____

This report is to be completed by the individual who administered the AED within twenty-four hours of its use and immediately faxed to (518)693-4070.



City of Saratoga Springs, NY Workplace Violence Incident Report

(Note: Please submit the completed form to the Human Resources Administrator, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY.)

Affected Party(s): _____
Supervisor: _____ Depart/Phone Ext. _____

Incident Information:
Date of Incident: _____ Time of Incident: _____
Location of Incident (be specific): _____

Description of Incident: (Narrative)

Has this or a similar incident ever happened to you before? If so, please explain.

If you incurred any injury whatsoever, (physical-emotional) please describe the injury, in detail, and the location of any treatment received.

List all witnesses of the incident:

Name: _____ Department: _____
Contact Number: _____ Cell No.: _____

Was a weapon involved? If so, specify type and to what extent:

Aggressor Information:

Name: _____ Department: (if an employee) _____

Supervisor/Phone Number: (if an employee) _____

Relationship to aggressor: (if stranger, indicated relationship, if any) _____

Had anything occurred in the past to make you feel that this would happen? If so, please explain.

Home address/vehicle information: (if not an employee)

As you see it, does something need to be done to avoid such an incident from happening again? If so, explain. _____

Report Completed by/Date

Title

Reviewed/Approved by/Date

Title



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway - City Hall
Saratoga Springs, New York 12866
Telephone 518-587-3550
Fax 518-587-6512

JOHN P. FRANCK
COMMISSIONER

MAIRE MASTERSON
DEPUTY COMMISSIONER

Award of Bid Sign-Off Form

Department That Owns Award of Bid: Department of Public Works

Project or Item Being Awarded: _____

Item Being Extended: Carousel Restoration

Vendor Who Won the Bid: W.R.F. Designs, LLC

Budget Line Item: A3537214-54720

Mayor/Commissioner: Please add to the August 20, 2019 City Council Agenda, the award of bid for "Carousel Restorations" to W.R.F. Designs, LLC. (if not lowest qualified bidder, then attach justification).

[Signature]
Commissioner of Public Works

8/15/19
Date

Assistant Purchasing Agent: Purchasing policy has ☒ / has not ☐ been followed in the selection of the winner of the bid.

[Signature]
Assistant Purchasing Agent

8/15/19
Date

Director of Risk and Safety: Vendor being awarded the bid has ☒ / has not ☐ met all insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.

[Signature]
Director of Risk and Safety

8/15/19
Date

CITY OF SARATOGA
AUG 15 2019
OFFICE OF RISK AND SAFETY

An award of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.

Prior to an award of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form must be completed and the following must occur:

- A memo from your department's Commissioner/Mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- The Assistant Purchasing Agent must review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below (attach bid tabulation and if not lowest bidder attach justification explanation); and
- The Director of Risk and Safety must be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all risk and insurance requirements for the City of Saratoga Springs (attach copy of Executed Risk and Safety Agreement & Insurance Certificates that match Risk and Safety Agreement); and
- Approved certification of funds by the Finance Department (if applicable) must be obtained and the copy must be attached to this request; and
- Budget line item must be identified and indicated.



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway - City Hall
Saratoga Springs, New York 12866
Telephone 518-587-3550
Fax 518-587-6512

JOHN P. FRANCK
COMMISSIONER

MAIRE MASTERSON
DEPUTY COMMISSIONER

Not to exceed
\$18,000

Award of Bid Sign-Off Form

Department That Owns Award of Bid: Department of Public Works

Project or Item Being Awarded: Carousel Restoration

Item Being Extended: _____

Vendor Who Won the Bid: W.R.F. Designs, LLC

Budget Line Item: A3537214-54720

Mayor/Commissioner: Please add to the November 6, 2018 City Council Agenda, the award of bid for "Carousel Restorations" to W.R.F. Designs, LLC. (if not lowest qualified bidder, then attach justification).

[Signature]
Commissioner of Public Works

10/31/18
Date

Assistant Purchasing Agent: Purchasing policy has X / has not _____ been followed in the selection of the winner of the bid.

[Signature]
Assistant Purchasing Agent

10/31/18
Date

Director of Risk and Safety: Vendor being awarded the bid has X / has not _____ met all insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.

[Signature]
Director of Risk and Safety

11/7/18
Date

Agreed to
lessor insurance
requirements
discussions w/
Supervisor
[Signature]

An award of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.

Prior to an award of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form must be completed and the following must occur:

- o A memo from your department's Commissioner/Mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- o A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- o The Assistant Purchasing Agent must review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below (attach bid tabulation and if not lowest bidder attach justification explanation); and
- o The Director of Risk and Safety must be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all risk and insurance requirements for the City of Saratoga Springs (attach copy of Executed Risk and Safety Agreement & Insurance Certificates that match Risk and Safety Agreement); and
- o Approved certification of funds by the Finance Department (if applicable) must be obtained and the copy must be attached to this request; and
- o Budget line item must be identified and indicated.

**Carousel Restoration RFP 2018-45
Bid Results**

Carousels & Carvings Inc.

Todd Golings
1476 Ilkens Rd. Bldg. 4
Marion, OH 43302
florrend@carouselsandcarvings.com

	Bid	Purchasing	Risk and Safety
Per Horse:	\$6,200.00	Meets	Need to be named
Per Chariot:	\$6,900.00	requirements.	additional insured
Hourly for Extensive:	\$50.00/hr		primary and non-contributory.

W. R. F. Designs LLC

Gabriel Finkenstein
103 East Maint Street
Plainville, CT 06062
wrichardstein@aol.com

Per Horse:	\$3,600.00	Meets	Does not
Per Chariot:	\$3,900.00	requirements.	meet
Hourly for Extensive:	\$35.00/hr		requirements.



FINKE-1

OP ID: JB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/2019

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 Associated Insurance Services 106 West Main Street P.O. Box 630 Plainville, CT 06062-0630 Associated Insurance Services	860-793-9601	CONTACT NAME: Associated Insurance Services	
		PHONE (A/C, No, Ext): 860-793-9601	FAX (A/C, No): 860-747-3580
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: MESA Underwriters	36838
		INSURER B: Peerless Insurance Company	24198
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
William & Gabriel Finkenstein
WRF Designs, LLC
258 West Main Street
Plainville, CT 06062

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 (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	MP0006001035974	11/12/2018	11/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 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 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		BAS58778279	06/28/2018	06/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	XWS58778279 (3A STATES: CT, NY)	04/20/2019	04/20/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Equipment Floater		BMW55328530	04/30/2019	04/30/2020	Bailee's 1,000,000

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs
5 Lake Ave
Saratoga Springs, NY 12866

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

AUTHORIZED REPRESENTATIVE

James R. Bolognino, C.E.



Copy

MEG KELLY
MAYOR

MICHELE D. CLARK-MADIGAN
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

PETER MARTIN
COMM. OF PUBLIC SAFETY

JOHN FRANK
COMM. OF ACCOUNTS

City of Saratoga Springs

Request for Proposal

Historic Illions Carousel Restorations

PREPARED BY: Department of Public Works
September 2018

PREPARED FOR: Department of Public Works

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2018-45 -- Carousel Restorations

Name of Bidder: WRF Design LLC

RFP Opening: Tuesday, October 9, 2018 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
15 Vanderbilt Ave
Saratoga Springs, NY 12866



Instructions to Bidders

1. RFP DOCUMENTS

This document includes a complete set of the RFP specifications and required documents, which are for the convenience of bidders and are not to be detached from the bid.

2. INTERPRETATION OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven or more days prior to the date fixed for opening of bids shall be given consideration. Every interpretation made to a bidder shall be in the form of Addenda to the bid, and when issued, shall be on file in the City Clerk's Office at least five days before bids are opened.

All Addenda shall be emailed to each person whose name and address are on record with the City as having attained a bid packet or has attended a pre-bid meeting *as applicable*. All such Addenda shall become part of the bid and all bidders shall be bound by such Addenda, whether or not received by the bidders.

3. BIDS

All bids shall be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids shall be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the bidder. The City may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its option may reject the same.

In order to guard against premature opening of the bid documents, bids shall be enclosed in a sealed and clearly labeled envelope with the words:

RFP #: 2018-45 - Carousel Horse Restorations

Name of Bidder: WRF Designs LLC

Bid Opening: Tuesday, October 9, 2018 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
15 Vanderbilt Ave
Saratoga Springs, NY 12866

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.

13. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for bid submission as set forth under the Bidders Submittal Instructions. Proposals that do not meet the City's requirements as set forth in the RFP may be deemed nonresponsive and given no further consideration.

Proposals meeting the requirements of the City shall be evaluated first on technical information (i.e. operational plan, company background, staffing & personnel biographies, relevant experience, references) and then on the cost proposal.

14. AWARD OF CONTRACT: REJECTION OF BIDS

If the Contract is awarded, it shall be awarded to the responsive and responsible bidder submitting the best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The bidder to whom the award is made shall receive by mail a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its best interest.

All changes in the award contract effecting price and time must be brought to City Council for approval.

The contract term is for one (1) year from the date of City Council approval. The City reserves the right to extend the contract for one (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor for up to five (5) years with contract renewals to occur annually by Council approval.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Preference may be given to MWBE businesses.

16. COMPLIANCE

Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause of discontinuing business with the successful bidder.



Statement of Specifications

Historic Illions 1910 Carousel Horse & Chariot Restorations

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

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Particular attention is called to the products specified in this bid document, if a product such as 'marine spar varnish' is specified; bidders are encouraged to recommend alternative suggestions. All variances, exceptions and/or deviation shall be fully described and included as an attachment to the bid submission.

GENERAL

It is the intent of the Department of Public Works of the City of Saratoga Springs to secure quotes on complete restoration of the 28 horse and 2 chariot figures on a Marous Charles Illions wood carousel located in Congress Park in Saratoga Springs, NY and as described by this specification. The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City shall consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

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

All prices quoted on the Bid Proposal Sheet must be firm for the term of the contract. The bid must reflect all of the Bidders' costs (labor, materials and supplies, transportation, shipping and handling, etc.) necessary to provide the products specified. Any additional expenses incurred by the Bidder that are not included in the prices quoted herein will not be approved by the City of Saratoga Springs.

Before any restoration work begins Bidders will photograph each figure and document the condition. Bidders will then evaluate each individual figure and a repair schedule will be prepared to meet the particular needs. Bidders will take photographs of each figure before, during, and after the restoration process while paying particular attention to the original layer of paint.

Chariots undergo the same restoration process with addition of re-upholstery and attention to the hardware and mounting brackets assuring that they are without crack, appropriately tight, secure and sound.

Pick Up and Removal: Detach and remove the horses to be repaired from the Carousel and prepare for transport. Package figures in a manner for shipping so as not to cause any damage. Figures will be transported to a fully equipped site for the proposed scope of work where they will be restored.



Copy

Response to RFP #: 2018-45 – Carousel Restoration

Name of Bidder: WRF Designs LLC

RFP Opening: Tuesday October 9, 2018 at 2:00 p.m.

Enclosed within is WRF Designs LLC's bid on RFP#: 2018-45 – Carousel Restoration with the bid deadline of October 9, 2018.

WRF Designs LLC has been privileged to work on many historic antique carousels over our more than 30 years in this field. Our company, carvers and artists have worked on rides all over the United States, including a number of rides in the state of NY, and the previous full restoration of this Historic Illions Carousel here in Saratoga Springs.

Our methods of work are time tested and proved. Studiously following the steps of the masters who created these pieces of art more than 100 years ago we developed and still follow to the letter all the steps and processes described in the Statement of Specifications sheet of the RFP, relating to the Pick Up and Removal, Striping and Sanding, Repair, Preparation for Finishing, Finishing, Gold and Metal Leaf, Brass Poles, Stirrups, Tails, Delivery and Installation of the pieces in question. All forms and information requested by the RFP are included within.

We believe we are one of the premier vendors for the restoration of these historic rides anywhere in the world today. We have had Sole Vendor status with the City of Saratoga Springs for the Congress Park Carousel because we bring an unparalleled level of experience with antique carousel restoration and repair techniques and a proven track record of producing beautiful and historically accurate restorations. Of the three Carousels the National Carousel Association saw fit to honor at their Convention in 2018 two of them were rides restored and under continued yearly upkeep by WRF Designs. We hope to again bring this level of dedication to the craft, artistry, and historically-minded restoration work to the Historic Illions Carousel.

Sincerely,

Gabriel Finkenstein, Proprietor

William Finkenstein, Founder and Head Artist

WRF Designs LLC

Response to Statement of Specifications

Historic Illions 1910 Carousel Horse and Chariot Restorations

GENERAL

Attached is WRF Design's quote on complete restoration of the 28 horse and 2 chariot figures on a Marcus Charles Illions wood carousel located in Congress Park in Saratoga Springs, NY and as described by this specification. The specification herein meets all the requirements of the City and is regular in every respect, prepared and submitted in accordance with the bid document and specification.

All prices quoted on the Bid Proposal Sheet are firm for the term of the contract. The bid, as requested, reflects all of the Bidders' costs (labor, materials and supplies, transportation, shipping and handling, etc.) necessary to provide the products specified.

Before any restoration work begins WRF Designs will photograph each figure and document the condition. We will then evaluate each individual figure and a repair schedule will be prepared to meet the particular needs of that figure. We will take photographs of each figure before, during, and after the restoration process while paying particular attention to the original layer of paint.

Chariots will undergo the same restoration process with addition of re-upholstery and attention to the hardware and mounting brackets assuring that they are without crack, appropriately tight, secure and sound.

Pick Up and Removal:

We will detach and remove the horses to be repaired from the Carousel and prepare them for transport. We always package figures in a manner for shipping so as not to cause any damage. Figures will be transported to our fully equipped shop for the proposed scope of work where they will be restored.

Stripping and Sanding:

WRF Designs uses a flow-over stripping system to strip the paint. The original coat will be documented and all original gold and silver leaf areas will be documented. The final stripping will be done with fine sanding, never chemicals.

Repair:

The wood will be allowed to breathe for a minimum of three days after stripping. Each piece will be repaired as dictated by its needs. For example, if a leg joint was cracked, the leg would be cut off, the old glue removed, and the leg rejoined to the figure using hard wood dowels. Use of Epoxy glue (West System or similar) is used within the joints as needed. The restoration will hide glue just as the original carver did when creating the piece. No screws or nails are ever to be used.

Any opening in the figure exceeding ¼" will have a wedge of wood inserted and then carved to blend with the original. Any opening or cracks smaller than ¼" will be filled and sanded to blend in.

Having worked on similar antique pieces for over 30 years and also created entire new Carousel pieces for customers in the past, WRF Designs is well equipped and skilled in the ability to carve new heads, legs, bodies and sundry other parts should and be beyond repair. All laminations and carvings are to be done by hand to match the work of the original creator. If a missing element needs to be created, or more than 25% of a particular portion (head, leg, etc.) of the figure needs to be carved or recreated, special attention will be given to the approval process of this carving. Pictures of sample work by the appointed carver will be provided to the City of Saratoga Springs for approval or disapproval of the carving and or re-creation. Thorough images from numerous angles will be provided to the City of Saratoga Springs of the carved piece, prior to finishing, for approval or disapproval.

Once complete, the entire figure will be finish sanded and prepared to be primed.

Preparations for Finishing:

Each figure will then receive a minimum of four coats of primer. The figure will then be inspected for blemishes or marks which are magnified by the primer process and any final sanding. Use of filler and sanding will happen between primer coats as needed. The four coats of primer will be allowed several days to harden and set up.

Finishing:

Nothing in our shop is done by machine. Paint is applied by our Master Artists by hand and natural fiber brushes, giving each piece two coats of Japan oils paint. Each figure will receive two finish coats of pigment and then be prepared for gold and silver leafing, which will be applied by hand and burnished.

Each figure will then receive four coats of marine spar varnish to block ultra violet light and provide a durable finish. With special attention to the saddles and other high wear areas.

Gold and Metal Leaf:

All gold leaf, and all metal leaf, used will be of superior quality.

Brass Pole:

On each horse WRF Designs will analyze the amount of wear from the hole that the brass pole penetrates through the horse and make repair if the gap is too large. The amount of play between the wood of the horse and the brass pole will be minimized to prevent potential pinching or injury.

Stirrups:

WRF Designs will securely attach the belly plate to the horse, along with a secure stirrup system, with new and durable hardware as needed.

Tails:

If needed, new real horse hair tails shall be attached. All tails shall be real horse hair and match the existing color and length.

Delivery and Installation:

All Figures will be prepared for secure transportation to return to the Carousel in Congress Park and steps will be taken to ensure no damage will occur during shipping. Figures will be securely reinstalled on the Carousel, with new and durable hardware as needed, so as to be ready for use.

As Requested, quotes below are proposed at four (4) figures per order. To be picked up and removed after January 1 and returned and fully reinstalled and ready for use by and before April 30 of the same year.

TOTAL BID PER HORSE: \$ 3,600.00

TOTAL BID PER CHARIOT: \$ 3,900.00

Total bid price per horse or chariot is based on the average cost anticipated. Bidders are asked to provide an hourly rate below in case extensive damage is found. In the case of extensive damage additional charges must be approved by the City of Saratoga Springs in writing prior to work being completed. Bidders will be asked to provide photographic evidence with written description of the extent of damage.

HOURLY RATE FOR EXTENSIVE DAMAGE WORK: \$ 35.00 per hour

COMPANY NAME: W.R.F. Designs LLC

ADDRESS: 103 East Main St

Plainville CT 06063 Phone No. (203) 747-4824
(City) (State) (Zip)

E-MAIL ADDRESS: Wrichardstein@aol.com

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: Gabriel J Finkenstein

TITLE: Owner/Operator DATE: 10-3-2018

Attached Sheet A

Provide three references (list amount of each contract and the agency, contact person, phone and email address).

PROJECT NAME/AMOUNT	CONTACT NAME	PHONE	EMAIL
1) Lighthouse Point Carousel Full Ride Restoration / \$210,000.00	Sabrina Bruno	(203) 946-8327	Sbruno@newhavenct.gov,
2) Rye Playland, NY Full Ride Restoration / \$1,323,800.00	Frank Carrlerl	(914) 813-7103	FAC9@Westchestergov.com
3) Recreation Park, NY Full Ride Restoration / \$182,900.00	Binghamton Parks and Recreation Assistant Director Carol Quinlivan-Polosky.	(607) 772-7017	caquinlivan@cityofbinghamton.com

Attached Sheet B

Please describe the general character of work performed by your company:

WRF Designs LLC has been working in the field of antique carousel restoration for more than Thirty years. We pride ourselves on care shown towards historic accuracy of both the finished restored piece, the restoration process, and all materials used. We bring the highest quality materials and artistic craft to raising these beautiful pieces back to their original splendor. Our Family-owned shop was founded in the early 1980s by William Finkenstein, a graduate of Paier College, painter and Carousel Restoration expert. He has been joined by our current Proprietor, his son Gabriel Finkenstein, also a graduate of Paier, who has been working in the field since he could hold a brush. We are among the premier and most experienced teams working in the field of Carousel Restoration today, we have unparalleled knowledge and passion for the care, upkeep and restoration of these wonderful antique works of art and for the Historic Illions Carousel in Saratoga Springs in particular, as we handled its last full restoration.

Attached Sheet C

List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed

Canobie Park, 12 Horses, Full Restoration. Approximate Cost \$36,000.00 Completed Sept. 2018

City Park New Orleans Carousel, Yearly Upkeep and Maintenance (38 Years- Present) \$18,000.00 Completed January 2018.

Lighthouse Point, NY. Inner Enclosure rebuilt, Approximate Cost: \$55,015.84 Completed during winter break, Aprox. March, 2015.

Attached Sheet D

List the background and experience of the Principle Members of your organization.

William R. Finkenstein – Graduated Paier College of Art, Porter And Chester School of Design. Painting and Carving his entire life. Over thirty years extensive experience and continuous work in the field of antique Carousel Restoration and Repair from 1985 to 2018.

Gabriel Finkenstein – Graduated Paier College of Art in 2008. Eighteen years experience in Carousel painting and restoration.

Attached Sheet D

List the background and experience of the Principle Members of your organization.

William R. Finkenstein – Founder and Head Artist

Summary of Employment

Forty years of commercial art experience

Over thirty years extensive experience and continuous work in the field of antique carousel restoration

Has worked on well over 1000 figures.

Supervised the restoration many complete carousels

Founded a company that has been a leader in restoration of carousels and individual figures.

* Founder and Head Artist - WRF Designs LLC

* President, R. & F. Designs

* President, Carousel Auctions, Inc.

* Has trained many artisans in the field of historical restorations

* Appraiser of individual figures and total carousels

* Restoration work for major auction houses in NY

* Consultant on numerous restorations

* Founder of the New England Carousel Museum

* Assisted in grant procurement

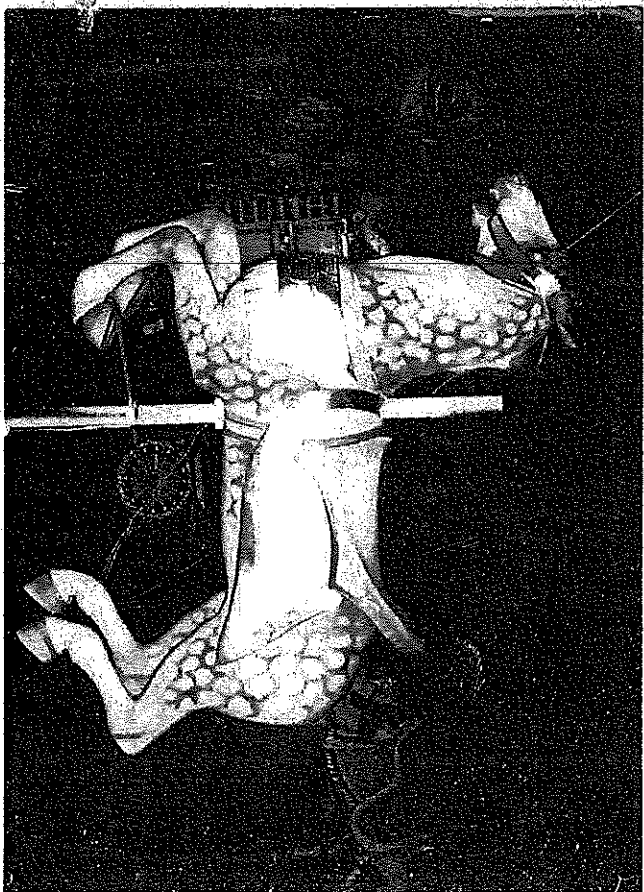
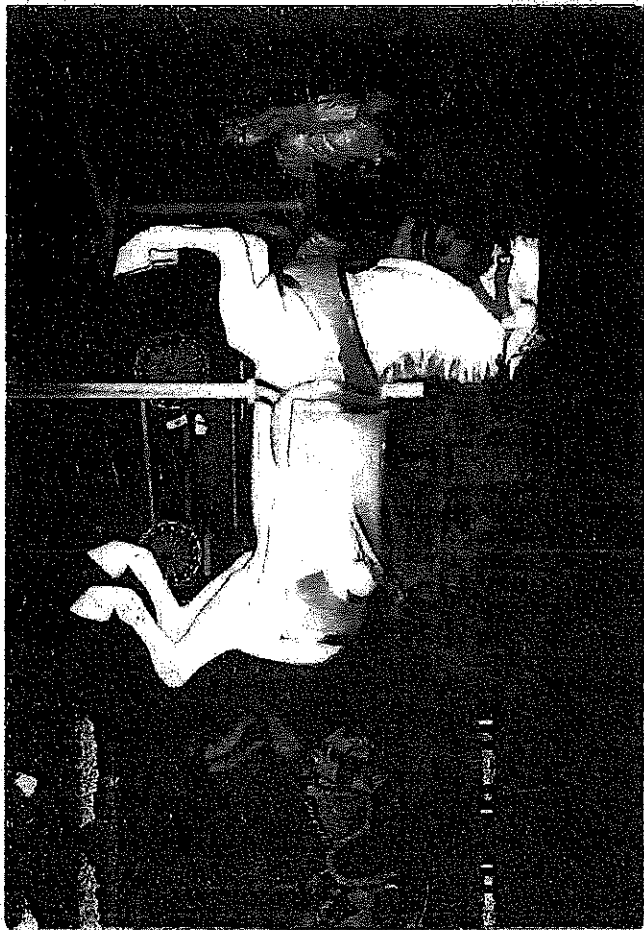
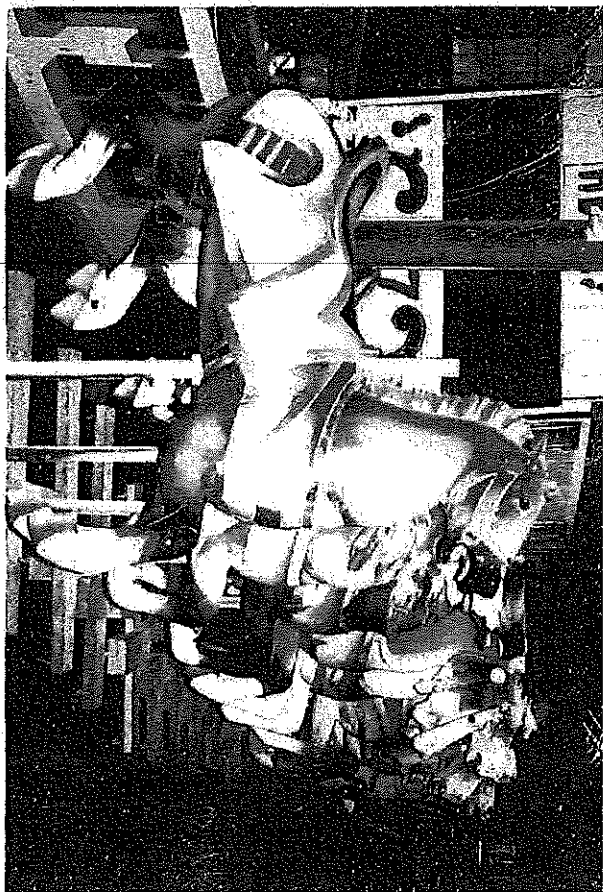
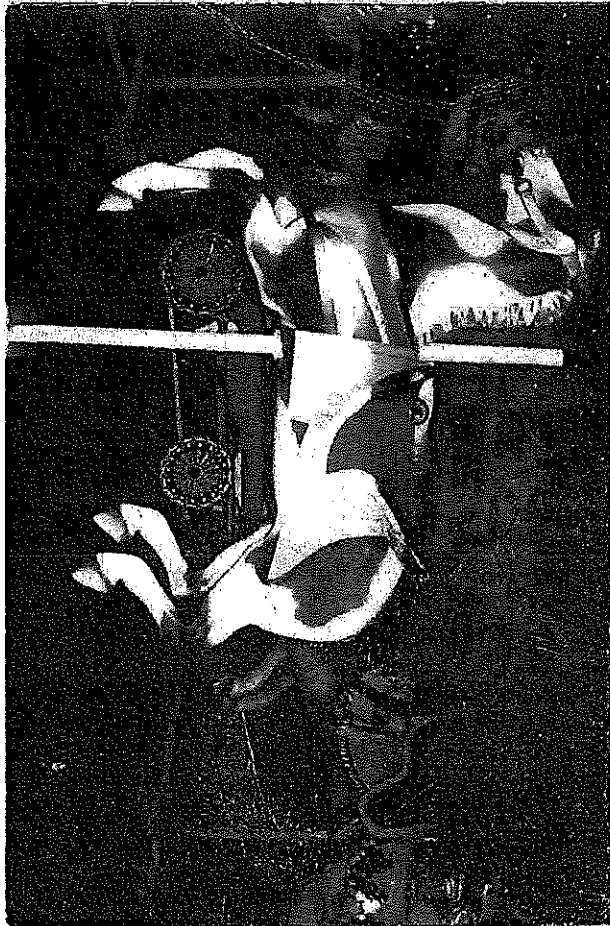
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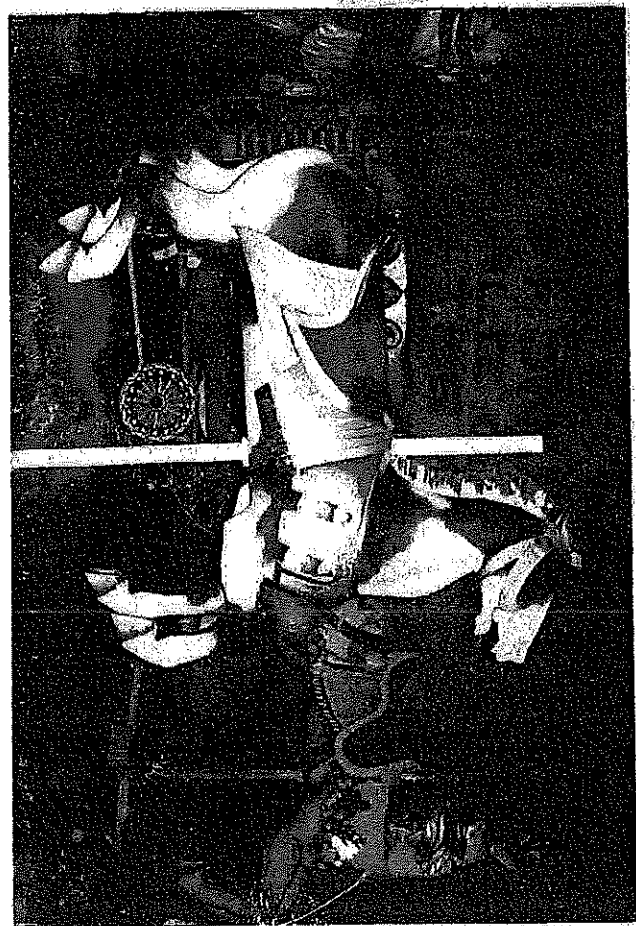
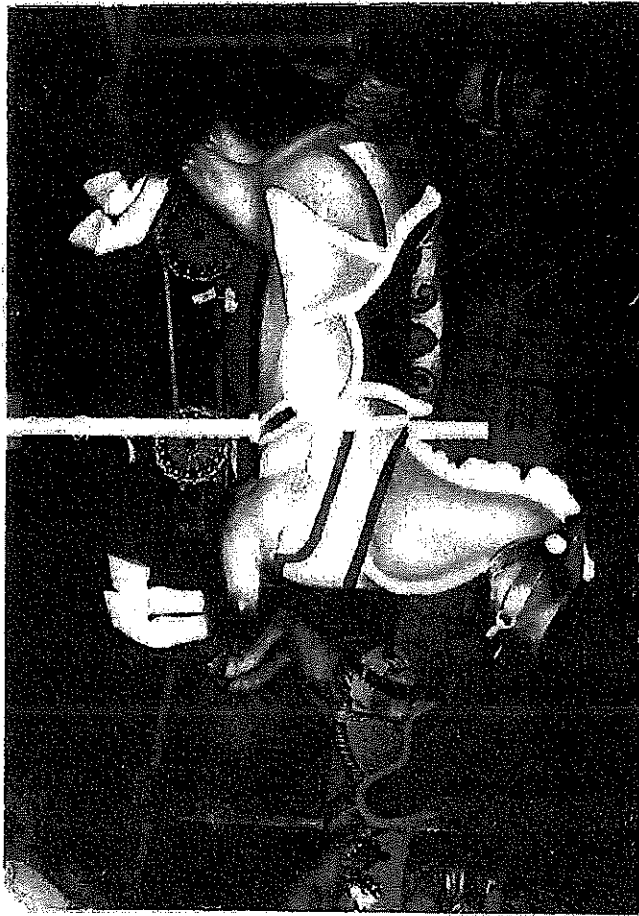
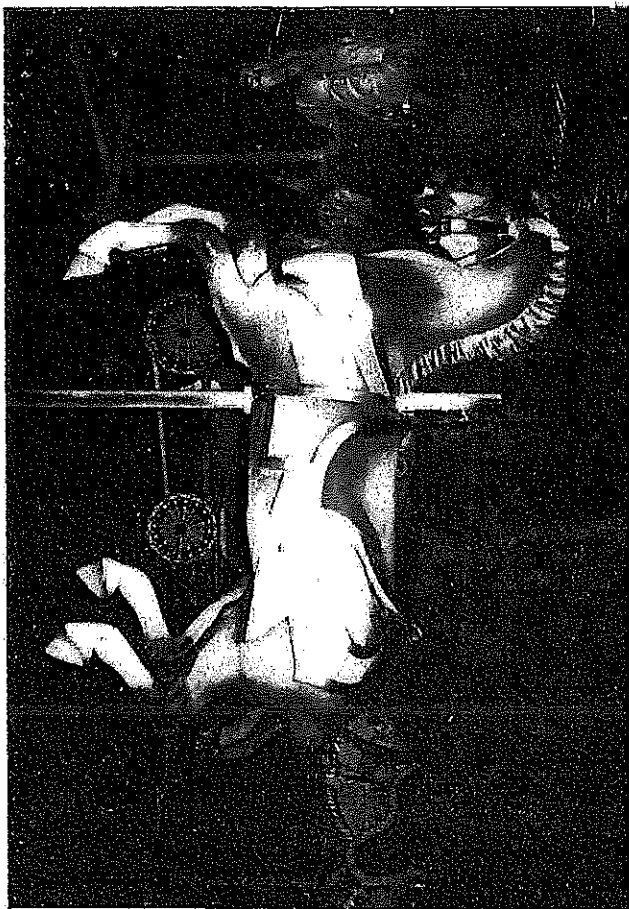
Northwest Community College – Art Major

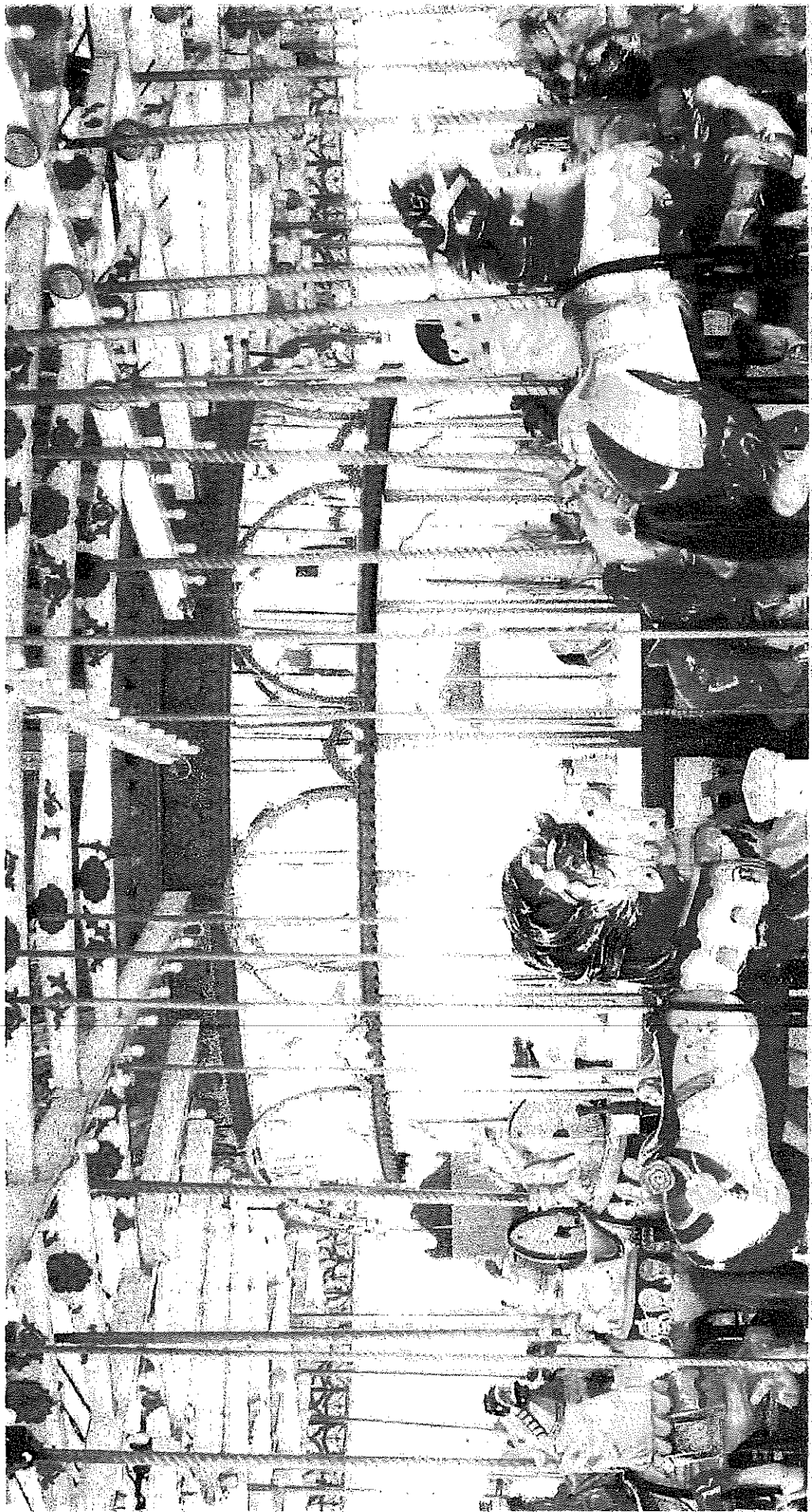
Porter & Chester School of Design – Architecture and Mechanical Drafting

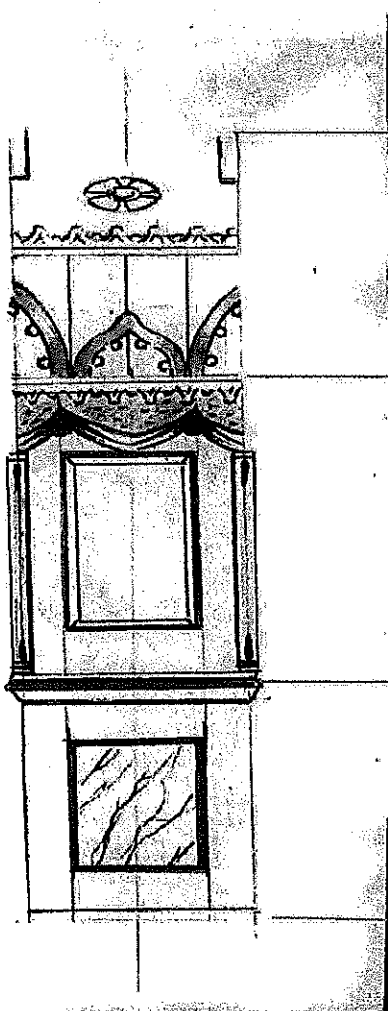
Paire Art School – Commercial Art

Gabriel Finkenstein – Owner/Operator - Graduated Paier College of Art in 2008. Eighteen years experience in Carousel painting and restoration.







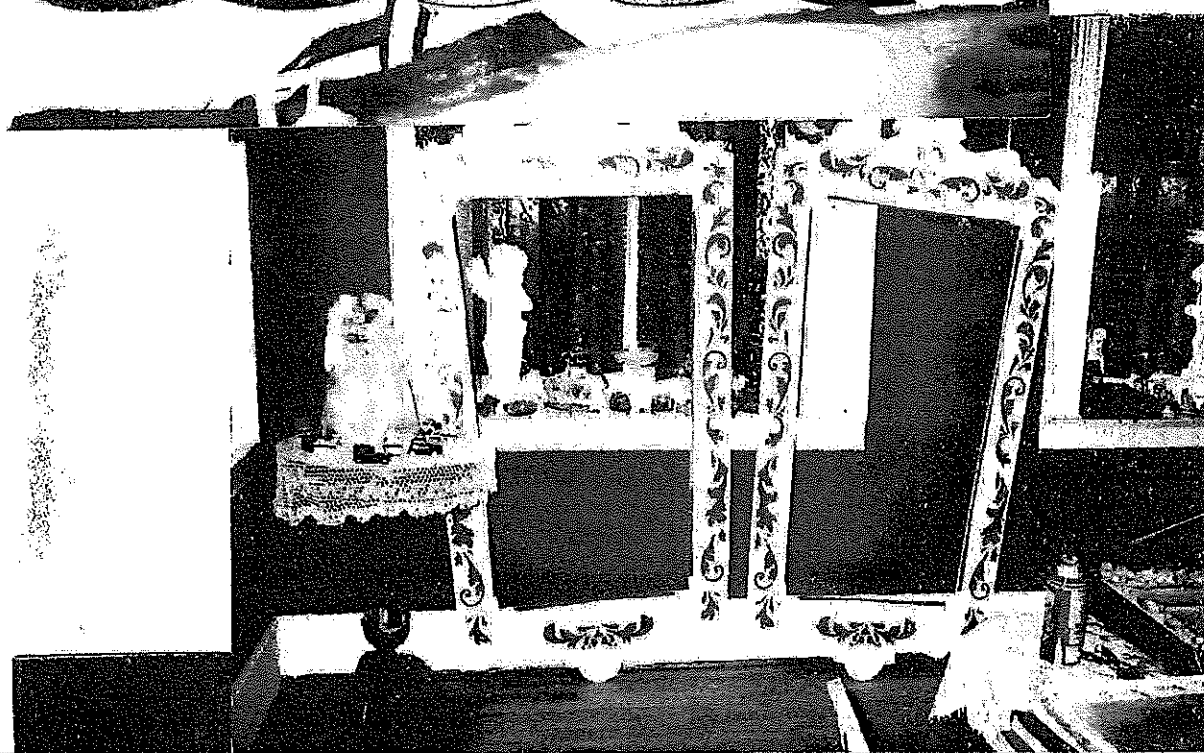
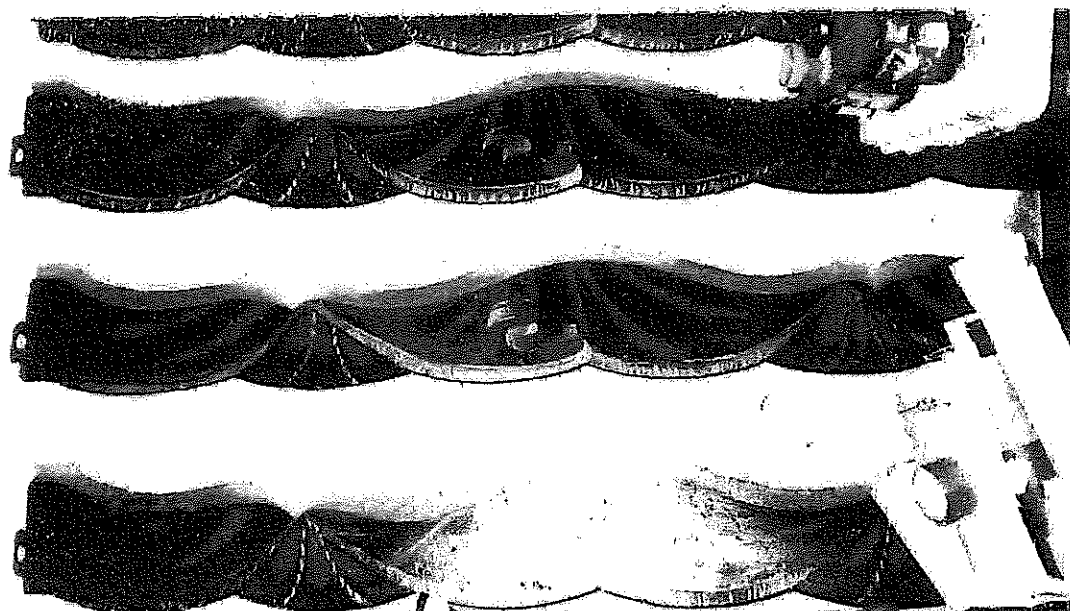


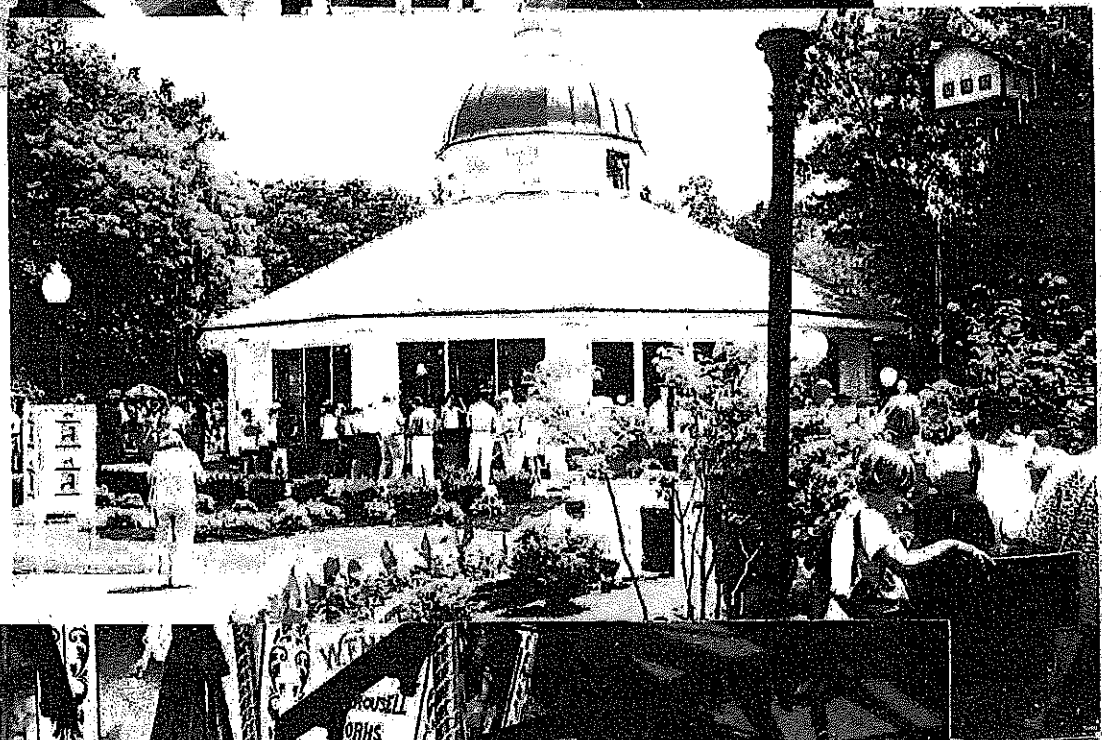
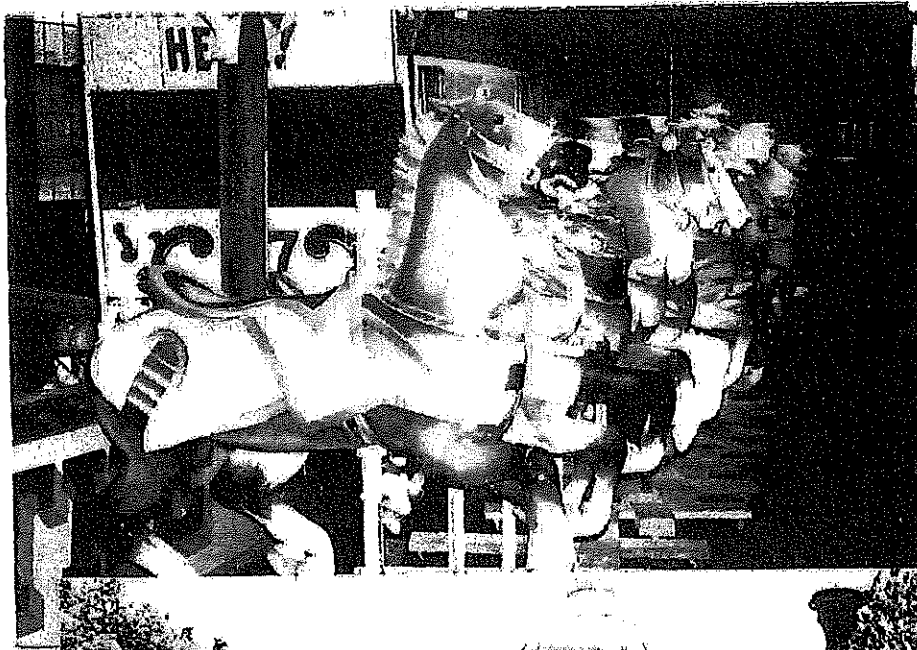
Original on the ride

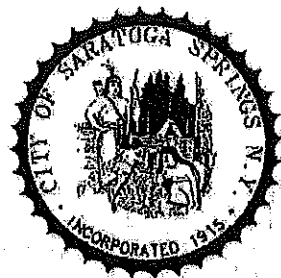
Reconstructed center enclosure

Original Base, see below, to enhance appearance

This is a rendering of what the center enclosure would look like; referencing the above photos, the lower box that is there would be painted to look like marble. The corrugated steel in the center area would be replaced with framed beveled mirrors, a painted swag on metal, similar to the Murphy Pleasure Beach Carousel, and decorative side panels that hide the seam line to the next mirror.







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: _____

Print Name: _____

Title: _____

Date: _____

Company: _____

Address: _____

Subscribed to under penalty of perjury under the laws of the State of New York, this 3rd day of October, 2018 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

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

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

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- The Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

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

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

Signature: [Handwritten Signature] Printed name: Gabriel J. Finkenztein

Title: Owner/Operator Date: 10-3-2018

Company Name: WRF Designs LLC

Company Address: 103 East Main St Plainville CT 06062



City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services
(For Construction Projects Whose Values are Less Than One Hundred Thousand Dollars)

City Project Number: 2018-45 City Project Name: Historic Tiliams Carousel Restoration Prevailing Wage Project No.: N/A
City Department: Public Works Department Contact Person: Barbara Maughan City Ext. 3574
Company Name: WRF Designs LLC
Company Address: 103 East Main St Plainville CT 06062
Company Telephone No.: 860 747 4824 Company Fax No.: 860 747-4824
Contractor Primary Contact for This Project: Gabriel J Frakenstein Title: Owner/Operator

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & 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: (1) Immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City of Saratoga Springs requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Property of Others in their Care, Custody and Control**: Four Million Dollars per Occurrence Aggregate;
- **Excess Insurance**: Five (5) Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Contractor is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contract as executed.

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of

Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

The Contractor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Contractor Signature: 

Date: 10-8-2018



WRF Designs

103 East Main Street Suite I

Plainville, CT 06062

August 1, 2019

To Whom it May Concern,

This letter is to confirm that WRF Designs stands by the contract sent to the City of Saratoga dated August 13, 2019. All terms and pricing therein remain current and acceptable.

Gabe Finkenstein

WRF Designs



City of Saratoga Springs, NY Contract

City Project Number: 2018-45 City Project Name: Carousel Restorations
City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
Company Name: W.R.F. Designs, LLC
Company Address: 103 East Main St, Plainville, CT 06062
Company Telephone No.: 860-747-4824 Company Fax No.: 860-747-4824
Vendor and/or Service Provider Primary Contact: Gabe Finkenstein Title: Owner/Operator
Primary Contact Email: WRichardStein@aol.com
Service to be Provided: Carousel Restorations
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 Carousel Restorations, the Vendor and/or Service Provider submitted proposals dated 10/3/18 (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 8/20/2020. 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 \$ unit bid prices as per proposal dated 10/3/18, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
- Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Public Works is the designated Project Manager for this Agreement, 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 Gabe Finkenstein. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

To Vendor and/or Service Provider: Gabe Finkenstein, WRF Designs, LLC

- Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
- City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or

Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

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

- A. For projects whose total value is between Zero and \$100,000:
 - Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - Excess Insurance: One Million Dollars per Occurrence Aggregate; AND
 - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
 - Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - Excess Insurance: Three Million Dollars per Occurrence Aggregate; AND
 - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
 - Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - Excess Insurance: Five Million Dollars per Occurrence Aggregate; AND
 - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

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

10. **Indemnification**: The Vendor and/or Service Provider, to the fullest extent provided by law, shall 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 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. **Compliance with Federal and State Regulations**: The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements**: All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety**: The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights

pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

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

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: [Signature] Date: 8-13-2019

Print Name: Gabe Finkenstein Title: Owner/Operator

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____

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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					
<hr/>										
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2019	08	148	08/20/2019	082019	082019BAFC BUA	082019BAFC	1 2			
1	E017	40511			PROPERTY TAX	USE OF RESTRICTED FUND BALANCE	-540,437.00	-17,000.00	-557,437.00	
	E	-01-7-0000-0-40511	-			ANTICIPATED EXPENSES BY YE	08/20/2019			
2	E3577164	54202			CITY CENTER AUTHORITY CS	CLIENT EXPENSES	11,700.00	6,000.00	17,700.00	
	E	-35-7-7160-4-54202	-			ANTICIPATED EXPENSES BY YE	08/20/2019			
3	E3577164	54330			CITY CENTER AUTHORITY CS	REPAIRS & MAINTENANCE EQUIPMEN	5,500.00	1,000.00	6,500.00	
	E	-35-7-7160-4-54330	-			ANTICIPATED EXPENSES BY YE	08/20/2019			
4	E3577164	54610			CITY CENTER AUTHORITY CS	REPAIRS & MAINTENANCE BUILDING	139,524.05	10,000.00	149,524.05	
	E	-35-7-7160-4-54610	-			ANTICIPATED EXPENSES BY YE	08/20/2019			
** JOURNAL TOTAL								0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2019 8 148									
BUA E017-40511						USE OF RESTRICTED FUND BALANCE 5			17,000.00
08/20/2019 082019BAFC 082019 082019BAFC						T ANTICIPATED EXPENSES BY YE			
BUA E3577164-54202						CLIENT EXPENSES 5		6,000.00	
08/20/2019 082019BAFC 082019 082019BAFC						T ANTICIPATED EXPENSES BY YE			
BUA E3577164-54330						REPAIRS & MAINTENANCE EQUIPMEN 5		1,000.00	
08/20/2019 082019BAFC 082019 082019BAFC						T ANTICIPATED EXPENSES BY YE			
BUA E3577164-54610						REPAIRS & MAINTENANCE BUILDING 5		10,000.00	
08/20/2019 082019BAFC 082019 082019BAFC						T ANTICIPATED EXPENSES BY YE			
								.00	.00
BUA E-2960						APPROPRIATIONS			17,000.00
08/20/2019 082019BAFC 082019 082019BAFC									
BUA E-1510						ESTIMATED REVENUES		17,000.00	
08/20/2019 082019BAFC 082019 082019BAFC									
						SYSTEM GENERATED ENTRIES TOTAL		17,000.00	17,000.00
						JOURNAL 2019/08/148 TOTAL		17,000.00	17,000.00

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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
E	CITY CENTER AUTHORITY	2019	8	148	08/20/2019			
	E-1510					ESTIMATED REVENUES	17,000.00	
	E-2960					APPROPRIATIONS		17,000.00
FUND TOTAL							17,000.00	17,000.00

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

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			
2019 08	149	08/20/2019	082019	082019BAFB	BUA 082019BAFB	1	2			
1	A012	40512		PROPERTY TAX	USE OF ASSIGNED FUND BALANCE		-72,149.56	-374.12	-72,523.68	
	A	-01-2-0000-0-40512	-		SICK LEAVE ASSIGNMENT		08/20/2019			
2	A3749081	51990		SICK LEAVE	SICK LEAVE		313,121.15	374.12	313,495.27	
	A	-37-4-9089-1-51990	-		SICK LEAVE ASSIGNMENT		08/20/2019			
					** JOURNAL TOTAL			0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL									
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
2019 8 149										
BUA A012-40512						USE OF ASSIGNED FUND BALANCE	5		374.12	
08/20/2019 082019BAFB 082019 082019BAFB						T SICK LEAVE ASSIGNMENT				
BUA A3749081-51990						SICK LEAVE	5	374.12		
08/20/2019 082019BAFB 082019 082019BAFB						T SICK LEAVE ASSIGNMENT				
								.00	.00	
BUA A-2960						APPROPRIATIONS			374.12	
08/20/2019 082019BAFB 082019 082019BAFB										
BUA A-1510						ESTIMATED REVENUES		374.12		
08/20/2019 082019BAFB 082019 082019BAFB										
						SYSTEM GENERATED ENTRIES TOTAL		374.12	374.12	
						JOURNAL 2019/08/149 TOTAL		374.12	374.12	

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
A GENERAL FUND	2019	8	149	08/20/2019				
A-1510					ESTIMATED REVENUES	374.12		
A-2960					APPROPRIATIONS			374.12
					FUND TOTAL	374.12		374.12

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2019	08	146 08/20/2019	082019	082019BAPR	BUA 082019BAPR	1 2			
1	A054	44325	DPS	INTERGOVERNMENTAL CHARGES	STOPS IN SCHOOL		-51,770.00	-1,745.84	-53,515.84
	A	-05-4-0000-0-44325	-		SCHOOL REIMB FOR SRO OT		08/20/2019		
2	A3143121	51960	POLICE DEPARTMENT PS	OVERTIME		596,549.00	1,500.00	598,049.00	
	A	-31-4-3120-1-51960	-		SCHOOL REIMB FOR SRO OT		08/20/2019		
3	A3143121	58030	POLICE DEPARTMENT PS	CITY PORTION SOCIAL SECURITY		589,367.00	245.84	589,612.84	
	A	-31-4-3120-1-58030	-		SCHOOL REIMB FOR SRO OT		08/20/2019		
4	A124	44328	DPS FEDERAL AID	DWI PATROL GRANT		-1,557.61	-276.06	-1,833.67	
	A	-12-4-0000-0-44328	-		REIMB FOR DWI CHECKPOINT		08/20/2019		
5	A3143331	51960	STOP DWI PS	OVERTIME		31,523.64	106.06	31,629.70	
	A	-31-4-3311-1-51960	-		REIMB FOR DWI CHECKPOINT		08/20/2019		
6	A3143331	58030	STOP DWI PS	CITY PORTION SOCIAL SECURITY		2,328.97	170.00	2,498.97	
	A	-31-4-3311-1-58030	-		REIMB FOR DWI CHECKPOINT		08/20/2019		
7	F093	42690	SALE OF PROP & COMP FOR LOSS	WORKMAN'S COMPENSATION REIMBUR		-391.00	-1,530.00	-1,921.00	
	F	-09-3-0000-0-42690	-		NYS DIS REIMB		08/20/2019		
8	F3638331	51892	WATER TREATMENT PLANT PS	WATER TREATMENT PLANT OPERATOR		428,443.00	1,530.00	429,973.00	
	F	-36-3-8330-1-51892	-		NYS DIS REIMB		08/20/2019		
					** JOURNAL TOTAL		0.00		

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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
2019 8 146	BUA A054-44325	08/20/2019	082019BAPR	082019	082019BAPR		COPS IN SCHOOL	5		1,745.84
							SCHOOL REIMB FOR SRO OT			
	BUA A3143121-51960	08/20/2019	082019BAPR	082019	082019BAPR		OVERTIME	5	1,500.00	
							SCHOOL REIMB FOR SRO OT			
	BUA A3143121-58030	08/20/2019	082019BAPR	082019	082019BAPR		CITY PORTION SOCIAL SECURITY	5	245.84	
							SCHOOL REIMB FOR SRO OT			
	BUA A124-44328	08/20/2019	082019BAPR	082019	082019BAPR		DWI PATROL GRANT	5		276.06
							REIMB FOR DWI CHECKPOINT			
	BUA A3143331-51960	08/20/2019	082019BAPR	082019	082019BAPR		OVERTIME	5	106.06	
							REIMB FOR DWI CHECKPOINT			
	BUA A3143331-58030	08/20/2019	082019BAPR	082019	082019BAPR		CITY PORTION SOCIAL SECURITY	5	170.00	
							REIMB FOR DWI CHECKPOINT			
	BUA F093-42690	08/20/2019	082019BAPR	082019	082019BAPR		WORKMAN'S COMPENSATION REIMBUR	5		1,530.00
							NYS DIS REIMB			
	BUA F3638331-51892	08/20/2019	082019BAPR	082019	082019BAPR		WATER TREATMENT PLANT OPERATOR	5	1,530.00	
							NYS DIS REIMB			
									.00	.00
	BUA A-2960	08/20/2019	082019BAPR	082019	082019BAPR		APPROPRIATIONS			2,021.90
	BUA F-2960	08/20/2019	082019BAPR	082019	082019BAPR		APPROPRIATIONS			1,530.00
	BUA A-1510	08/20/2019	082019BAPR	082019	082019BAPR		ESTIMATED REVENUES		2,021.90	
							ESTIMATED REVENUES		1,530.00	
SYSTEM GENERATED ENTRIES TOTAL									3,551.90	3,551.90
JOURNAL 2019/08/146 TOTAL									3,551.90	3,551.90

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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	2019	8	146	08/20/2019			
	A-1510					ESTIMATED REVENUES	2,021.90	
	A-2960					APPROPRIATIONS		2,021.90
						FUND TOTAL	2,021.90	2,021.90
F	WATER FUND	2019	8	146	08/20/2019			
	F-1510					ESTIMATED REVENUES	1,530.00	
	F-2960					APPROPRIATIONS		1,530.00
						FUND TOTAL	1,530.00	1,530.00

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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			
2019	08	147	08/20/2019	082019	082019BTPR	BUA	082019BTPR	1	1	
1	A3021691	51663			DATA PROCESING PS		INFORMATION TECHNOLOGY SYSTEMS	140,735.00	250.00	140,985.00
	A	-30-2-1681-1-51663	-				IT PAYROLL	08/20/2019		
2	A3021691	51665			DATA PROCESING PS		HELP DESK TECHNICIAN	46,041.00	-250.00	45,791.00
	A	-30-2-1681-1-51665	-				IT PAYROLL	08/20/2019		
3	A3143311	51945			TRAFFIC CONTROL PS		LABORER PART TIME	18,100.00	1,100.00	19,200.00
	A	-31-4-3310-1-51945	-				TRAFFIC PT	08/20/2019		
4	A3143311	58030			TRAFFIC CONTROL PS		CITY PORTION SOCIAL SECURITY	24,960.88	85.00	25,045.88
	A	-31-4-3310-1-58030	-				TRAFFIC PT	08/20/2019		
5	A3143314	54713			TRAFFIC CONTROL CS		PAVEMENT MARKING MATERIALS	80,000.00	-1,185.00	78,815.00
	A	-31-4-3310-4-54713	-				TRAFFIC PT	08/20/2019		
6	A3143121	51052			POLICE DEPARTMENT PS		CHIEF OF POLICE TEMPORARY	.00	25,154.00	25,154.00
	A	-31-4-3120-1-51052	-				TO COVER ACTING CHIEF COSTS	08/20/2019		
7	A3143121	51050			POLICE DEPARTMENT PS		POLICE CHIEF	139,944.00	-25,154.00	114,790.00
	A	-31-4-3120-1-51050	-				TO COVER ACTING CHIEF COSTS	08/20/2019		
8	A3749081	51810			SICK LEAVE		FIRE 207A	10,000.00	32,786.00	42,786.00
	A	-37-4-9089-1-51810	-				TO COVER 207A EMPLOYEES	08/20/2019		
9	A3143411	51710			FIRE DEPARTMENT PS		FIRE LIEUTENANTS	464,510.00	-8,238.00	456,272.00
	A	-31-4-3410-1-51710	-				TO COVER 207A EMPLOYEES	08/20/2019		
10	A3143411	51730			FIRE DEPARTMENT PS		FIREFIGHTERS	3,375,164.00	-24,548.00	3,350,616.00
	A	-31-4-3410-1-51730	-				TO COVER 207A EMPLOYEES	08/20/2019		
11	A3749081	51820			SICK LEAVE		POLICE 207C	20,000.00	26,251.00	46,251.00
	A	-37-4-9089-1-51820	-				TO COVER 207C EMPLOYEES	08/20/2019		
12	A3143121	51630			POLICE DEPARTMENT PS		POLICE OFFICERS	2,987,676.00	-26,251.00	2,961,425.00
	A	-31-4-3120-1-51630	-				TO COVER 207C EMPLOYEES	08/20/2019		
13	A3567141	51584	6003		RECREATION EXPENSES PS		CLINICS PAYROLL	980.00	161.53	1,141.53
	A	-35-6-7140-1-51584	-6003				REC CLINIC PAYROLL COSTS	08/20/2019		
14	A3567141	58030	6003		RECREATION EXPENSES PS		CITY PORTION SOCIAL SECURITY	75.00	12.34	87.34
	A	-35-6-7140-1-58030	-6003				REC CLINIC PAYROLL COSTS	08/20/2019		
15	A3567141	51584	6010		RECREATION EXPENSES PS		CLINICS PAYROLL	365.00	-173.87	191.13
	A	-35-6-7140-1-51584	-6010				REC CLINIC PAYROLL COSTS	08/20/2019		

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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		
2019	08	147 08/20/2019	082019	082019BT	TPR BUA 082019BT	TPR	1 1		
16	G3638114	54510		SEWER ADMINSTRAION	CS	REPAIRS & MAINTENANCE VEHICLE	7,500.00	10,000.00	17,500.00
	G	-36-3-8110-4-54510	-			DPW VEHICLE REPAIR	08/20/2019		
17	G3638111	51900		SEWER ADMINSTRAION	PS	LABORER SEWER	174,716.46	-10,000.00	164,716.46
	G	-36-3-8110-1-51900	-			DPW VEHICLE REPAIR	08/20/2019		
18	A3051414	54110		COMM OF ACCOUNTS	CS	OFFICE SUPPLIES	8,828.56	1,950.00	10,778.56
	A	-30-5-1410-4-54110	-			ACCOUNTS EXP DUE TO CITY HALL	08/20/2019		
19	A3051414	54440		COMM OF ACCOUNTS	CS	BOOKS PUBLICATIONS & SUBSCRITI	13,000.00	1,081.78	14,081.78
	A	-30-5-1410-4-54440	-			ACCOUNTS EXP DUE TO CITY HALL	08/20/2019		
20	A3051414	54112		COMM OF ACCOUNTS	CS	TAXI LICENSING SUPPLIES	950.00	-950.00	.00
	A	-30-5-1410-4-54112	-			ACCOUNTS EXP DUE TO CITY HALL	08/20/2019		
21	A3051341	51350		PURCHASING	PS	ASSISTANT TO PURCHASING AGENT	87,716.00	-1,000.00	86,716.00
	A	-30-5-1345-1-51350	-			ACCOUNTS EXP DUE TO CITY HALL	08/20/2019		
22	A3051414	54590		COMM OF ACCOUNTS	CS	ZONING BOOKS	1,081.78	-1,081.78	.00 B
	A	-30-5-1410-4-54590	-			ACCOUNTS EXP DUE TO CITY HALL	08/20/2019		
23	A3618681	51533		PLANNING AND ECON DEVELOP	PS	SENIOR PLANNER	76,717.68	-2,468.00	74,249.68 B
	A	-36-1-8687-1-51533	-			TO COVER MAYOR PAYROLL THRU YE	08/20/2019		
24	A3011651	51472		CITY PHONE SYSTEM	PERS SERVICE	COMMUNICATIONS CLERK	41,916.16	552.00	42,468.16
	A	-30-1-1650-1-51472	-			TO COVER MAYOR PAYROLL THRU YE	08/20/2019		
25	A3113621	51552		BUILDING DEPARTMENT	PS	ADMINISTRATIVE ASSISTANT	51,862.72	211.00	52,073.72
	A	-31-1-3620-1-51552	-			TO COVER MAYOR PAYROLL THRU YE	08/20/2019		
26	A3618681	51535		PLANNING AND ECON DEVELOP	PS	COMMUNITY DEVELOPMENT PLANNER	61,888.32	603.00	62,491.32
	A	-36-1-8687-1-51535	-			TO COVER MAYOR PAYROLL THRU YE	08/20/2019		
27	A3517021	51107		PARKS OPEN SPAE HIST PRES	PS	ADMINISTRATOR PARKS OPEN LANDS	61,888.32	198.00	62,086.32
	A	-35-1-7020-1-51107	-			TO COVER MAYOR PAYROLL THRU YE	08/20/2019		
28	A3011431	51323		HUMAN RESOURCES		HUMAN RESOURCES ADMINISTRATOR	115,000.00	411.00	115,411.00
	A	-30-1-1430-1-51323	-			TO COVER MAYOR PAYROLL THRU YE	08/20/2019		
29	A3011421	51090		CITY ATTORNEY PERSONAL SERVICE		CITY ATTORNEY	137,700.00	66.00	137,766.00
	A	-30-1-1420-1-51090	-			TO COVER MAYOR PAYROLL THRU YE	08/20/2019		
30	A3011211	51270		MAYORS OFFICE PERSONAL SERVICE		EXECUTIVE ASSISTANT TO MAYOR	50,412.48	427.00	50,839.48
	A	-30-1-1210-1-51270	-			TO COVER MAYOR PAYROLL THRU YE	08/20/2019		

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2019	08	147	08/20/2019	082019	082019BTPR	BUA	082019BTPR	1	1
31	A3011431	51431		HUMAN RESOURCES	PRINCIPAL ACCOUNT CLERK PT		3,425.00	1,419.00	4,844.00
	A	-30-1-1430-1-51431	-		TRAINING HR NEW EMPLOYEE		08/20/2019		
32	A3618681	51533		PLANNING AND ECON DEVELOP	PS SENIOR PLANNER		76,717.68	-1,419.00	75,298.68
	A	-36-1-8687-1-51533	-		TRAINING HR NEW EMPLOYEE		08/20/2019		
					** 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	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 8 147	BUA A3021691-51663	08/20/2019	082019BTTPR	082019	082019BTTPR		INFORMATION TECHNOLOGY SYSTEMS 5		250.00	
							IT PAYROLL			
BUA A3021691-51665	08/20/2019	082019BTTPR	082019	082019BTTPR			HELP DESK TECHNICIAN 5			250.00
							IT PAYROLL			
BUA A3143311-51945	08/20/2019	082019BTTPR	082019	082019BTTPR			LABORER PART TIME 5		1,100.00	
							TRAFFIC PT			
BUA A3143311-58030	08/20/2019	082019BTTPR	082019	082019BTTPR			CITY PORTION SOCIAL SECURITY 5		85.00	
							TRAFFIC PT			
BUA A3143314-54713	08/20/2019	082019BTTPR	082019	082019BTTPR			PAVEMENT MARKING MATERIALS 5			1,185.00
							TRAFFIC PT			
BUA A3143121-51052	08/20/2019	082019BTTPR	082019	082019BTTPR			CHIEF OF POLICE TEMPORARY 5		25,154.00	
							TO COVER ACTING CHIEF COSTS			
BUA A3143121-51050	08/20/2019	082019BTTPR	082019	082019BTTPR			POLICE CHIEF 5			25,154.00
							TO COVER ACTING CHIEF COSTS			
BUA A3749081-51810	08/20/2019	082019BTTPR	082019	082019BTTPR			FIRE 207A 5		32,786.00	
							TO COVER 207A EMPLOYEES			
BUA A3143411-51710	08/20/2019	082019BTTPR	082019	082019BTTPR			FIRE LIEUTENANTS 5			8,238.00
							TO COVER 207A EMPLOYEES			
BUA A3143411-51730	08/20/2019	082019BTTPR	082019	082019BTTPR			FIREFIGHTERS 5			24,548.00
							TO COVER 207A EMPLOYEES			
BUA A3749081-51820	08/20/2019	082019BTTPR	082019	082019BTTPR			POLICE 207C 5		26,251.00	
							TO COVER 207C EMPLOYEES			
BUA A3143121-51630	08/20/2019	082019BTTPR	082019	082019BTTPR			POLICE OFFICERS 5			26,251.00
							TO COVER 207C EMPLOYEES			
BUA A3567141-51584-6003	08/20/2019	082019BTTPR	082019	082019BTTPR			CLINICS PAYROLL 5		161.53	
							REC CLINIC PAYROLL COSTS			
BUA A3567141-58030-6003	08/20/2019	082019BTTPR	082019	082019BTTPR			CITY PORTION SOCIAL SECURITY 5		12.34	
							REC CLINIC PAYROLL COSTS			
BUA A3567141-51584-6010	08/20/2019	082019BTTPR	082019	082019BTTPR			CLINICS PAYROLL 5			173.87
							REC CLINIC PAYROLL COSTS			
BUA G3638114-54510	08/20/2019	082019BTTPR	082019	082019BTTPR			REPAIRS & MAINTENANCE VEHICLE 5		10,000.00	
							DPW VEHICLE REPAIR			
BUA G3638111-51900	08/20/2019	082019BTTPR	082019	082019BTTPR			LABORER SEWER 5			10,000.00
							DPW VEHICLE REPAIR			
BUA A3051414-54110	08/20/2019	082019BTTPR	082019	082019BTTPR			OFFICE SUPPLIES 5		1,950.00	
							ACCOUNTS EXP DUE TO CITY HALL			
BUA A3051414-54440	08/20/2019	082019BTTPR	082019	082019BTTPR			BOOKS PUBLICATIONS & SUBSCRITI 5		1,081.78	
							ACCOUNTS EXP DUE TO CITY HALL			
BUA A3051414-54112	08/20/2019	082019BTTPR	082019	082019BTTPR			TAXI LICENSING SUPPLIES 5			950.00
							ACCOUNTS EXP DUE TO CITY HALL			
BUA A3051341-51350	08/20/2019	082019BTTPR	082019	082019BTTPR			ASSISTANT TO PURCHASING AGENT 5			1,000.00
							ACCOUNTS EXP DUE TO CITY HALL			
BUA A3051414-54590	08/20/2019	082019BTTPR	082019	082019BTTPR			ZONING BOOKS 5			1,081.78
							ACCOUNTS EXP DUE TO CITY HALL			
BUA A3618681-51533	08/20/2019	082019BTTPR	082019	082019BTTPR			SENIOR PLANNER 5			2,468.00
							TO COVER MAYOR PAYROLL THRU YE			
BUA A3011651-51472							COMMUNICATIONS CLERK 5		552.00	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
BUA A3113621-51552	08/20/2019	082019BTTPR	082019	082019BTTPR		T TO COVER MAYOR PAYROLL THRU YE ADMINISTRATIVE ASSISTANT	5	211.00	
BUA A3618681-51535	08/20/2019	082019BTTPR	082019	082019BTTPR		T TO COVER MAYOR PAYROLL THRU YE COMMUNITY DEVELOPMENT PLANNER	5	603.00	
BUA A3517021-51107	08/20/2019	082019BTTPR	082019	082019BTTPR		T TO COVER MAYOR PAYROLL THRU YE ADMINISTRATOR PARKS OPEN LANDS	5	198.00	
BUA A3011431-51323	08/20/2019	082019BTTPR	082019	082019BTTPR		T TO COVER MAYOR PAYROLL THRU YE HUMAN RESOURCES ADMINISTRATOR	5	411.00	
BUA A3011421-51090	08/20/2019	082019BTTPR	082019	082019BTTPR		T TO COVER MAYOR PAYROLL THRU YE CITY ATTORNEY	5	66.00	
BUA A3011211-51270	08/20/2019	082019BTTPR	082019	082019BTTPR		T TO COVER MAYOR PAYROLL THRU YE EXECUTIVE ASSISTANT TO MAYOR	5	427.00	
BUA A3011431-51431	08/20/2019	082019BTTPR	082019	082019BTTPR		T TO COVER MAYOR PAYROLL THRU YE PRINCIPAL ACCOUNT CLERK PT	5	1,419.00	
BUA A3618681-51533	08/20/2019	082019BTTPR	082019	082019BTTPR		T TRAINING HR NEW EMPLOYEE SENIOR PLANNER	5		1,419.00
	08/20/2019	082019BTTPR	082019	082019BTTPR		T TRAINING HR NEW EMPLOYEE			
						JOURNAL 2019/08/147	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 **

HISTORIC ILLIONS

1910 CAROUSEL

Horse and Chariot Restorations



City of Saratoga Springs
Department of Public Works

Commissioner Skip Scirocco
Deputy Commissioner Joe O'Neill





GRAND OPENING

JUNE 29, 2002

17 Years in Operation

Over 850,000 Rides



17 YEARS LATER... RESTORATION PROJECT

Bid Award to W.R.F. Designs, LLC

November 6, 2018

Cost Per Horse: \$3,600.00

Cost Per Chariot: \$3,900.00

W.R.F. DESIGNS, LLC

**103 East Main Street
Plainville, CT 06062**

- ◉ Artist and Proprietor - Gabriel Finkenstein
- ◉ W.R.F. Experience - More than 30 Years in Carousel Restoration. Performed last full restoration for the Grand Opening in 2002

“We are among the premier and most experienced teams working in the field of Carousel Restoration today, we have unparalleled knowledge and passion for the care, upkeep and restoration of these wonderful antique works of art and for the Historic Illions Carousel in Saratoga Springs in particular, as we handled its last full restoration.”



JANUARY 2019 PICK UP & TRANSPORT

Figures are packaged in a manner for shipping so as not to cause any damage and are transported to a fully equipped site for the proposed scope of work where they will be restored.

PHASE 1 OF 5

FIRST FIVE FIGURES



CONDITION REPORT

Horses were within expected levels of wear for their age and usage. Notable paint and usage wear around the saddles in general and particularly the damaged knee of horse #7B were visible. Minor repairs were needed on various seams and separated/flexing leg joints. All work on these five horses was within expected levels and dealt with easily within the prescribed restoration work.

- W.R.F. Designs





“STRIPPING”

In order to avoid damage to the figure, form dip stripping, and sand blasting, a flow-over system to strip the paint is used. The original coat, gold and silver leaf areas are documented and the final stripping is done with fine sanding, never chemicals.



REPAIR & FINISH

Nothing is done by machine. Paint is applied by hand and natural fiber brushes and two coats of Japan oils are used. Each figure receives two finish coats of pigment and then prepared for gold and silver leafing, which is applied by hand and burnished. Each figure receives four coats of marine spar varnish to block ultra violet light and provide a durable finish.

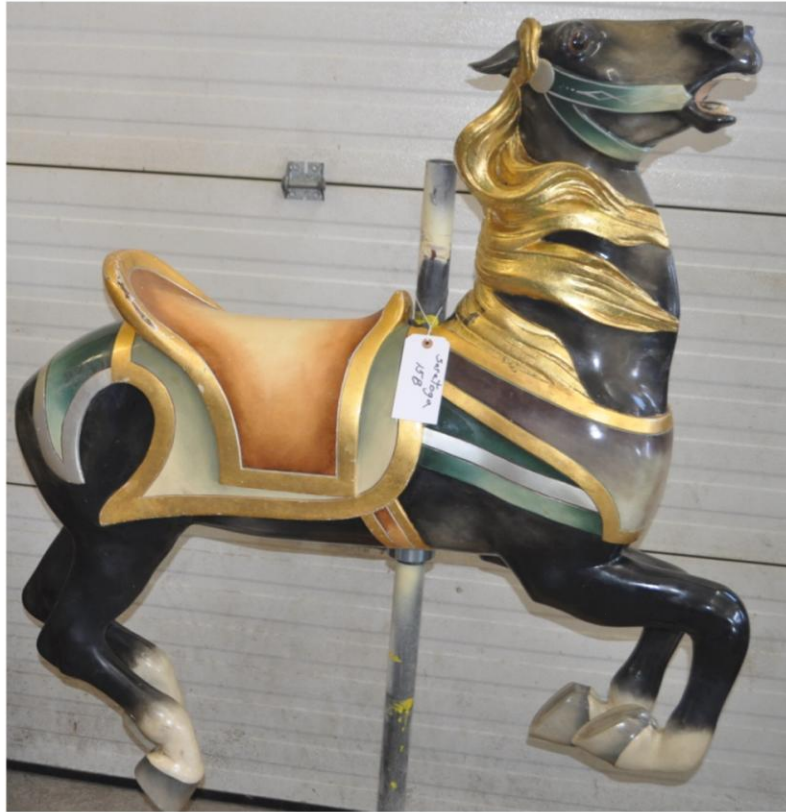




APRIL 2019 DELIVERY & INSTALLATION

Figures are prepared for secure transportation to return to the Carousel in Congress Park and steps taken to ensure no damage occurs during shipping. Figures are securely re-installed on the Carousel, with new and durable hardware as needed, ready for use.

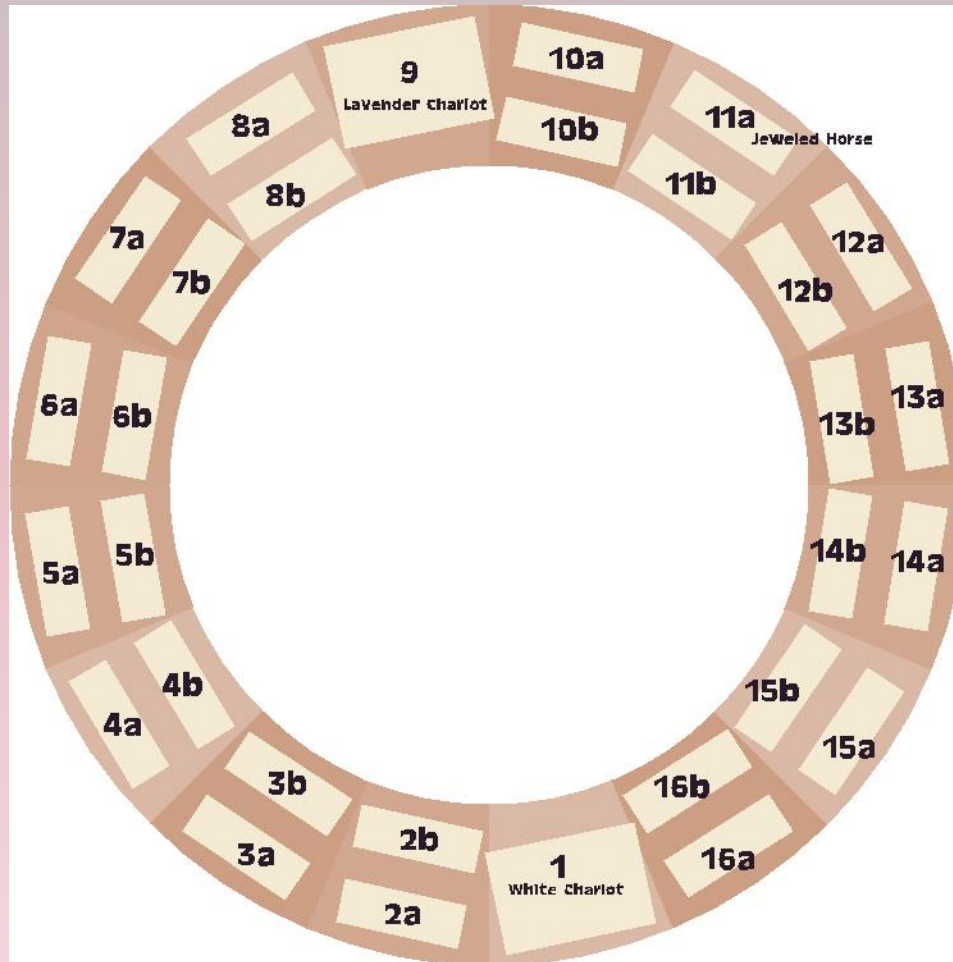
PHASE 1
BEFORE...



& AFTER



NEXT STEP - PHASE 2 OF 5



Carousel Layout

NEXT STEP - PHASE 2 OF 5

Council Approval:

Authorization for the Mayor to Sign Contract
for Phase 2 with W.R.F. Designs, LLC





City of Saratoga Springs
Department of Public Works

Commissioner Skip Scirocco
Deputy Commissioner Joe O'Neill

THANK YOU

Commissioner Skip Scirocco



City of Saratoga Springs, NY Contract

City Project Number: 2018-45 City Project Name: Carousel Restorations
City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
Company Name: W.R.F. Designs, LLC
Company Address: 103 East Main St, Plainville, CT 06062
Company Telephone No.: 860-747-4824 Company Fax No.: 860-747-4824
Vendor and/or Service Provider Primary Contact: Gabe Finkenstein Title: Owner/Operator
Primary Contact Email: WRichardStein@aol.com
Service to be Provided: Carousel Restorations
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Carousel Restorations, the Vendor and/or Service Provider submitted proposals dated 10/3/18 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 8/20/2020. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$ unit bid prices as per proposal dated 10/3/18, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Public Works is the designated Project Manager for this Agreement, 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 Gabe Finkenstein. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
To Vendor and/or Service Provider: Gabe Finkenstein, WRF Designs, LLC
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or

Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

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

- A. For projects whose total value is between Zero and \$100,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

- D. For projects involving the provision of **professional services**:
- **Commercial General Liability** including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance**: Three Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions**: Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. For projects involving any form of **pollution risk or exposure, environmental hazard, asbestos or special circumstances**:
- **Commercial General Liability** including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Pollution Liability Insurance including Coverage for Asbestos Abatement**: One Million Dollars Each Occurrence;
 - **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**: Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.
- F. For **software and technology projects**:
- **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;
 - **Cyber Liability Insurance**: Five Million Dollars per occurrence aggregate;
 - **Excess Insurance**: Five Million Dollars per Occurrence Aggregate;
 - **Technology Errors and Omissions**: Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

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

10. **Indemnification**: The Vendor and/or Service Provider, to the fullest extent provided by law, shall 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 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. **Compliance with Federal and State Regulations**: The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements**: All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety**: The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights

pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

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

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature:  Date: 8-13-2019

Print Name: Gabe Finkenstein Title: Owner/Operator

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS

474 Broadway - City Hall
Saratoga Springs, New York 12866

Telephone 518-587-3550
Fax 518-587-6512

JOHN P. FRANCK
COMMISSIONER

MAIRE MASTERSON
DEPUTY COMMISSIONER

*Not to exceed
\$18,000*

Award of Bid Sign-Off Form

Department That Owns Award of Bid: Department of Public Works

Project or Item Being Awarded: Carousel Restoration

Item Being Extended: _____

Vendor Who Won the Bid: W.R.F. Designs, LLC

Budget Line Item: A3537214-54720

Mayor/Commissioner: Please add to the November 6, 2018 City Council Agenda, the award of bid for "Carousel Restorations" to W.R.F. Designs, LLC. (if not lowest qualified bidder, then attach justification).

[Signature]
Commissioner of Public Works

10/31/18
Date

Assistant Purchasing Agent: Purchasing policy has X / has not _____ been followed in the selection of the winner of the bid.

[Signature]
Assistant Purchasing Agent

10/31/18
Date

Director of Risk and Safety: Vendor being awarded the bid has X / has not _____ met all insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.

[Signature]
Director of Risk and Safety

11/7/18
Date

*Agreed to
passer insurance
requirements
discussions w/
Supervisor
[Signature]*

An award of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.

Prior to an award of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form must be completed and the following must occur:

- o A memo from your department's Commissioner/Mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- o A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- o The Assistant Purchasing Agent must review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below (attach bid tabulation and if not lowest bidder attach justification explanation); and
- o The Director of Risk and Safety must be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all risk and insurance requirements for the City of Saratoga Springs (attach copy of Executed Risk and Safety Agreement & Insurance Certificates that match Risk and Safety Agreement); and
- o Approved certification of funds by the Finance Department (if applicable) must be obtained and the copy must be attached to this request; and
- o Budget line item must be identified and indicated.

**Carousel Restoration RFP 2018-45
Bid Results**

Carousels & Carvings Inc.

Todd Goings
1476 likens Rd. Bldg. 4
Marion, OH 43302
rlornd@carouselsandcarvings.com

W. R. F. Designs LLC

Gabriel Finkenstein
103 East Maint Street
Plainville, CT 06062
wrichardstein@aol.com

	Bid	Purchasing	Risk and Safety
Per Horse:	\$6,200.00	Meets	Need to be named
Per Chariot:	\$6,900.00	requirements.	additional insured
Hourly for Extensive:	\$50.00/hr		primary and non-contributory.
Per Horse:	\$3,600.00	Meets	Does not
Per Chariot:	\$3,900.00	requirements.	meet
Hourly for Extensive:	\$35.00/hr		requirements.



FINKE-1

OP ID: JB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/2019

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 Associated Insurance Services 106 West Main Street P.O. Box 630 Plainville, CT 06062-0630 Associated Insurance Services		860-793-9601		CONTACT NAME: Associated Insurance Services PHONE (A/C, No, Ext): 860-793-9601 FAX (A/C, No): 860-747-3580 E-MAIL ADDRESS:	
INSURED William & Gabriel Finkenstein WRF Designs, LLC 258 West Main Street Plainville, CT 06062				INSURER(S) AFFORDING COVERAGE INSURER A: MESA Underwriters INSURER B: Peerless Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 36838 24198	

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.

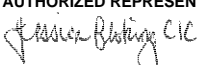
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		MP0006001035974	11/12/2018	11/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 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 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			BAS58778279	06/28/2018	06/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XWS58778279 (3A STATES: CT, NY)	04/20/2019	04/20/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Equipment Floater			BMW55328530	04/30/2019	04/30/2020	Bailee's 1,000,000

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs 5 Lake Ave Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Dehn's Flowers
180 Beekman Street
Saratoga Springs, NY 12866
(518)584-1880
customerservice@dehnsflowers.com

Invoice

Invoice #: 016210
Invoice Date: 06/30/2019
Transaction Date: 06/24/2019
Customer ID: 1634
Reference #:

Bill To: Saratoga Springs Dpw
5 Lake Ave.
Saratoga Springs, NY 12866

Order #	Del. Date	Recipient	Qty.	Description	Price	Discount	Ext. Price
148394	06/24/2019		1	10" pots	\$18.00	0.00%	\$18.00
			36	6" pots	\$5.65	0.00%	\$203.40
			126	flats (1801 flats)	\$17.00	0.00%	\$2,142.00
			105	flats (regular)	\$17.00	0.00%	\$1,785.00
Subtotal							\$4,148.40
Delivery Fee							\$0.00
Service Fee							\$0.00
Tax							\$0.00
Order Total							\$4,148.40

STYLE 1803

0066963

FORM NO. 935

NAME		DPW Flowers		DATE		6/20/19	
ADDRESS		C. O. D.					
SOLD BY	CASH	C. O. D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION	PRICE	AMOUNT				
1							
2	10 10" Pots						
3	36 6" Pots						
4	126 1801 Flats						
5	105 Reg. Flats						
6							
7							
8							
9							
10							
11							
12							
13							
14							
CUSTOMER'S ORDER NO.		RECEIVED BY:					

Monies Tendered \$0.00
Original Invoice Total \$4,148.40

Invoice Balance Due \$4,148.40
DUE UPON RECEIPT

**ADDENDUM ONE TO AGREEMENT BETWEEN THE CITY OF SARATOGA
SPRINGS, NY**

and DEHNS FLOWERS, INC.

Original Agreement February 5, 2019

THIS ADDENDUM ONE 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 DEHN'S FLOWERS, INC. with a place of business at 180 Beekman Street, Saratoga Springs, NY 12866 ("Vendor").

WITNESSETH:

The City and the Vendor entered into an agreement approved by the City Council on February 5, 2019 to provide the City with horticulture supplies for a sum \$25,671.25 total.

This ADDENDUM ONE is supplemental to the original February 5, 2019 agreement. It is incorporated into and made a part of that document. All other terms, conditions, and provisions of the original February 5, 2019 agreement remain in effect unless specifically modified.

For this ADDENDUM ONE, the City and the Vendor agree:

1. Section 3. Terms of Payment: The limitation of "not to exceed \$25,671.25", shall be amended to "not to exceed unit bid prices as per proposal dated December 26, 2018".

WHEREFORE, the City and the Vendor have executed this ADDENDUM ONE on the dates indicated:

VENDOR

CITY OF SARATOGA SPRINGS

By:_____

By:_____

Title:_____

Title: Mayor

Date:_____

Date:_____

Per Council Approval:_____



City of Saratoga Springs, NY Contract

City Project Number: 2018-48 City Project Name: Horticulture Supplies
 City Department: Public Works Department Contact Person: Barbara Maughan City Ext. 2574
 Company Name: Dehn's Flowers Inc.
 Company Address: 180 Beekman St, Saratoga Springs, NY 12866
 Company Telephone No.: 518-584-1880 Company Fax No.: _____
 Vendor and/or Service Provider Primary Contact: John Mishoe Title: Vice President
 Primary Contact Email: dehns@aol.com
 Service to be Provided: Horticulture Supplies
 Remit Name (If different from above): _____
 Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Horticulture Supplies, the Vendor and/or Service Provider submitted proposals dated 12/26/18 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 1/15/2020. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$25,671.25, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Public Works is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is John Mishoe. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Mayor/Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Room 7, Saratoga Springs, NY 12866

 To Vendor and/or Service Provider: John Mishoe
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

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

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

A. For projects whose total value is between Zero and \$100,000:

- **Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance:** One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

B. For projects whose total value is between \$100,000 and \$500,000:

- ~~Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;~~
- ~~Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;~~
- ~~Excess Insurance: Three Million Dollars per Occurrence Aggregate; AND~~
- ~~NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.~~

C. For projects whose total value is between \$500,000 and \$1,000,000:

- ~~Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;~~
- ~~Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;~~
- ~~Excess Insurance: Five Million Dollars per Occurrence Aggregate; AND~~
- ~~NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.~~

D. For projects involving the provision of professional services:

- ~~Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;~~
- ~~Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;~~
- ~~Excess Insurance: Five Million Dollars per Occurrence Aggregate;~~
- ~~Professional Errors and Omissions: One Million Dollars per Claim with Two Million Dollars Aggregate; AND~~
- ~~NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.~~

- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

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

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent act 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-contractor 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 its knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any and 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: John P. Mishoe Sr. Date: 1/14/19

Print Name: John P. Mishoe Sr. Title: Vice President

City of Saratoga Springs' Signature: Meg Kelly Date: 2/7/19

Print Name: Meg Kelly Title: Mayor City Council Approval Date: 2/5/19

1. The first part of the report is a general introduction to the project. It describes the purpose of the study, the objectives, and the scope of the work. It also mentions the date of the report and the name of the author.

2. The second part of the report is a detailed description of the methodology used in the study. It explains the procedures followed, the data collection methods, and the analysis techniques.

3. The third part of the report is a presentation of the results of the study. It includes tables, figures, and graphs that illustrate the findings of the research.

4. The fourth part of the report is a discussion of the results. It interprets the findings, compares them with previous research, and discusses the implications of the study.

5. The fifth part of the report is a conclusion. It summarizes the main findings of the study and provides recommendations for future research.

6. The sixth part of the report is a list of references. It includes all the sources of information used in the study, such as books, articles, and websites.

7. The seventh part of the report is an appendix. It contains additional information that is not included in the main body of the report, such as raw data or detailed calculations.

8. The eighth part of the report is a glossary. It defines the key terms and concepts used in the study, ensuring that the reader understands the terminology.

9. The ninth part of the report is a bibliography. It lists all the sources of information used in the study, including books, articles, and websites.

10. The tenth part of the report is a list of figures. It provides a detailed description of each figure, including its title, content, and location in the report.

11. The eleventh part of the report is a list of tables. It provides a detailed description of each table, including its title, content, and location in the report.

12. The twelfth part of the report is a list of abbreviations. It defines the abbreviations used throughout the report, ensuring that the reader understands the shorthand.

13. The thirteenth part of the report is a list of acronyms. It defines the acronyms used throughout the report, ensuring that the reader understands the shorthand.

14. The fourteenth part of the report is a list of symbols. It defines the symbols used throughout the report, ensuring that the reader understands the notation.

15. The fifteenth part of the report is a list of units. It defines the units used throughout the report, ensuring that the reader understands the measurements.

16. The sixteenth part of the report is a list of variables. It defines the variables used throughout the report, ensuring that the reader understands the symbols.

17. The seventeenth part of the report is a list of constants. It defines the constants used throughout the report, ensuring that the reader understands the values.

18. The eighteenth part of the report is a list of parameters. It defines the parameters used throughout the report, ensuring that the reader understands the values.

19. The nineteenth part of the report is a list of functions. It defines the functions used throughout the report, ensuring that the reader understands the notation.

20. The twentieth part of the report is a list of operators. It defines the operators used throughout the report, ensuring that the reader understands the notation.

21. The twenty-first part of the report is a list of keywords. It defines the keywords used throughout the report, ensuring that the reader understands the terms.

22. The twenty-second part of the report is a list of terms. It defines the terms used throughout the report, ensuring that the reader understands the concepts.

23. The twenty-third part of the report is a list of definitions. It defines the definitions used throughout the report, ensuring that the reader understands the concepts.

24. The twenty-fourth part of the report is a list of examples. It provides examples of the concepts and terms used throughout the report, ensuring that the reader understands the concepts.

25. The twenty-fifth part of the report is a list of exercises. It provides exercises for the reader to practice the concepts and terms used throughout the report, ensuring that the reader understands the concepts.



MEG KELLY
MAYOR

MICHELE D. CLARK-MADIGAN
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

PETER MARTIN
COMM. OF PUBLIC SAFETY

JOHN FRANCK
COMM. OF ACCOUNTS

City of Saratoga Springs

Request for Proposal

Horticulture Supplies

*PREPARED BY: Department of Public Works
December 2018*

PREPARED FOR: Department of Public Works

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2018-48 – Horticulture Supplies

Name of Bidder: Dehn's Flowers Inc

RFP Opening: Tuesday, January 2, 2019 at 2:00 p.m.

AND RETURN TO:

**City of Saratoga Springs
Department of Accounts
15 Vanderbilt Ave
Saratoga Springs, NY 12866**



Notice to Bidders

The City of Saratoga Springs, New York, will receive sealed bids for Horticulture Supplies. Sealed bids must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 15 Vanderbilt Ave, Saratoga Springs, New York, 12866, by Tuesday, January 2, 2019 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the request for proposal (RFP) may be obtained on the City's web page at www.saratoga-springs.org, under current bids. There is no fee for these documents.

Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet. Addenda to the bid, when issued, will be on file in the City Clerk's Office at least five days before the bid opening date. If you have obtained a bid packet through the City's web site and would like to be on record for any Addenda please email stefanie.richards@saratoga-springs.org with your name, bid packet obtained and email address.

Questions regarding the bid should be directed to Stefanie Richards in writing at stefanie.richards@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed is a sealed envelope.

No bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. Subsequent to sixty days an offer may be withdrawn in writing. State Finance Law §163(9)(e)

The City of Saratoga Springs reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents. State Finance Law §163(9)(d)

**City of Saratoga Springs
Saratoga County, New York**



Instructions to Bidders

1. RFP DOCUMENTS

This document includes a complete set of the RFP specifications and required documents, which are for the convenience of bidders and are not to be detached from the bid.

2. INTERPRETATION OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven or more days prior to the date fixed for opening of bids shall be given consideration. Every interpretation made to a bidder shall be in the form of Addenda to the bid, and when issued, shall be on file in the City Clerk's Office at least five days before bids are opened.

All Addenda shall be emailed to each person whose name and address are on record with the City as having attained a bid packet or has attended a pre-bid meeting *<as applicable>*. All such Addenda shall become part of the bid and all bidders shall be bound by such Addenda, whether or not received by the bidders.

3. BIDS

All bids shall be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids shall be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the bidder. The City may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same.

In order to guard against premature opening of the bid documents, bids shall be enclosed in a sealed and clearly labeled envelope with the words:

RFP #: 2018-48 - Horticulture Supplies

Name of Bidder: Dehn's Flowers Inc

Bid Opening: Tuesday, January 2, 2019 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
15 Vanderbilt Ave
Saratoga Springs, NY 12866

4. NON-COLLUSIVE BIDDING CERTIFICATIONS

Each bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the Non-Collusion Affidavit on the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. ***Failure to submit the executed Non-Collusive Agreement at the time of bid submission may disqualify the bid submission.***

5. VENDOR CODE OF CONDUCT

Contractor must execute Vendor Code of Conduct and include the agreement with the bid response submission. ***Failure to submit the executed Vendor Code of Conduct at the time of bid submission may disqualify the bid submission.***

6. RISK AND SAFETY AGREEMENT

Bidder must execute the Risk and Safety Agreement and include the agreement with the bid response submission. ***Failure to submit the executed Risk and Safety Agreement at the time of bid submission may disqualify the bid submission.***

7. CERTIFICATE OF INSURANCE

Bidder must include a Certificate of Insurance providing proof of the required insurance as outlined in the Risk and Safety Agreement with the bid response submission. ***Failure to submit a Certificate of Insurance at the time of bid submission may disqualify the bid submission.***

8. APPRENTICESHIP PROGRAM

The City of Saratoga Springs hereby requires any contractor on a construction project in excess of \$225,000.00 aggregate, at the time of bid date and prior to entering into a construction contract with the City of Saratoga Springs, or any sub-contractor on such a project with a sub-contract in excess of \$25,000.00 aggregate, at the time of bid date and prior to entering into a sub-contract with a contractor who has a construction contract with the city of Saratoga Springs on a project in excess of \$225,000.00 aggregate, to have apprenticeship agreements traditionally and historically appropriate for the type and scope of work to be performed, which have been registered with, and approved by, the New York State Commissioner of Labor. The term "construction contract" shall mean any contract which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition, or otherwise providing for any building, facility or physical structure.

9. CORRECTIONS

The bidder must initial erasures or other changes in the bid.

10. RECEIVING BIDS

Bids received prior to the advertised time of opening shall be securely kept, sealed. The City Clerk's office, whose duty it is to open them shall decide when the specified time has arrived to open bids, and no bid received thereafter will be considered. **LATE BIDS shall be rejected. E-mail or faxed bid submissions are not acceptable and shall not be considered.**

11. OPENING OF BIDS

At the time and place fixed for the opening of bids, the City shall cause to be opened and publicly read aloud every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.

13. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for bid submission as set forth under the Bidders Submittal Instructions. Proposals that do not meet the City's requirements as set forth in the RFP may be deemed nonresponsive and given no further consideration.

Proposals meeting the requirements of the City shall be evaluated first on technical information (i.e. operational plan, company background, staffing & personnel biographies, relevant experience, references) and then on the cost proposal.

14. AWARD OF CONTRACT: REJECTION OF BIDS

If the Contract is awarded, it shall be awarded to the responsive and responsible bidder submitting the best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The bidder to whom the award is made shall receive by mail a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its best interest.

All changes in the award contract effecting price and time must be brought to City Council for approval.

The contract term is for one (1) year from midnight to midnight one year after Council award. The City reserves the right to extend the contract for one (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor for up to three (3) years with contract renewals to occur annually by Council approval.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Preference may be given to MWBE businesses.

16. COMPLIANCE

Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause of discontinuing business with the successful bidder.



Bidders Submittal Instructions

BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents with your response:

- Your response to the RFP in question (1 Original, 1 Copy)
- Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Risk & Safety Agreement
- **Certificate of Insurance** (as outlined in Risk & Safety Agreement)
 - **Including Worker's Compensation Certificate**
 - **Sub Contractors (if applicable) Certificate of Insurance** (as outlined in Risk & Safety Agreement) **Including Worker's Compensation Certificate**

FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE MAY LEAD TO IMMEDIATE RFP DISQUALIFICATION.

Step Two: Enclose your bid in a sealed envelope marked:

RFP #: 2018-48 – Horticulture Supplies

Name of Bidder: _____

Bid Opening: Tuesday, January 2, 2019 at 2:00 p.m.

Step Three: Please return your response to this RFP to the following address:

**City of Saratoga Springs
Department of Accounts
15 Vanderbilt Ave
Saratoga Springs, NY 12866**



Statement of Specifications

Horticulture Supplies

EQUIVALENT PRODUCT

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

GENERAL

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

This proposal covers flowers, bulbs and miscellaneous horticulture supplies that the City anticipates using during the upcoming year as listed.

Quantities are estimated only; the awarded contract shall cover only the quantities actually ordered. It shall be understood that the flowers and horticulture supplies described in this proposal shall be made available to the Department of Public Works on an as needed basis.

Growers and supplies must be located within the City limits of the City of Saratoga Springs, New York.

All plants described in this proposal shall be provided to the City in healthy conditions, free of rot, fungus, plant breakage and any other degenerative conditions that could impede normal growth.

The City also requires winter storage of various tropical plants. Therefore, the City reserves the right to grant further consideration to vendors that can provide approximately 700 square feet of heated storage.

The City requires a dedicated area on the Vendor's property, within the City limits, solely for "City" horticulture supplies during summer months.

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
#1	75	22" Cocoa Liner Flower Baskets	\$ 6.0	\$ 4500.00
#2	750	48, 32, 18, 12 ct/Flat Annuals	\$ 17.00	\$ 12750.00
#3	400	3" Annual Pots	\$ 2.65	\$ 1060.00
#4	400	4" Annual Pots	\$ 3.60	\$ 1440.00
#5	400	4 1/2" Annual Pots	\$ 3.60	\$ 1440.00
#6	225	6" Annual Pots	\$ 5.65	\$ 1271.25
#7	100	8" Annual Pots	\$ 8.75	\$ 875.00
#8	25	10" Hanging Basket	\$ 18.00	\$ 450.00
#9	25	12" Hanging Basket	\$ 25.00	\$ 625.00
#10	2000	Tulip Bulbs	\$.63	\$ 1260.00

TOTAL BID IN FIGURES: \$ 25671.25

TOTAL BID WRITTEN: _____

COMPANY NAME: Dehn's Flowers Inc

ADDRESS: 180 Beekman St

Saratoga Springs NY 12866 Phone No. (518) 584-1880
(City) (State) (Zip)

E-MAIL ADDRESS: dehns@aol.com

AUTHORIZED SIGNATURE: John P. Mishoe Sr

PRINTED NAME: John P. Mishoe Sr.

TITLE: Vice President DATE: 12/26/18



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: John P. Mishoe Sr.

Title: Vice President Date: 12/26/18

Company: Dehn's Flowers Inc Address: 180 Beckman St
Saratoga Springs NY 12866

Subscribed to under penalty of perjury under the laws of the State of New York, this 26th day of Dec, 2018 as the act and deed of said corporation or partnership. 26th



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: [Signature] Printed name: John R. Muhoe Sr
Title: Vice President Date: 12/26/18
Company Name: Dehn's Flowers Inc
Company Address: 180 Beekman St Saratoga Springs NY 12866

City of Saratoga Springs, NY Vendor and/or Service Provider Agreement

City Project Number: _____ City Project Name: Horticulture Supplies
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: Dehn's Flowers Inc
Company Address: 180 Beekman St Saratoga Springs NY 12866
Company Telephone No.: 518 584 1880 Company Fax No.: 518 583 1468
Vendor and/or Service Provider Primary Contact: John Miskoe Sr. Title: VP
Primary Contact Email: dehn's@aol.com
Service to be Provided: Horticulture Supplies
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Horticulture Supplies, the Vendor and/or Service Provider submitted proposals dated 12/14/18 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of the City Purchasing Agent and the Director of Risk and Safety. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed. 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/RFP/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed _____, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Commissioner of Public Works is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is John Miskoe. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

To Vendor and/or Service Provider: Dehn's Flowers Inc 180 Beekman St Saratoga Springs NY 12866

5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All Information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All Intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary

and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

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

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;

- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

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

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

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

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

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

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:** This Agreement shall constitute the Agreement of the parties.

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

Vendor and/or Service Provider Signature: John P. Mistoe Sr. Date: 12/26/18
Print Name: John P. Mistoe Sr. Title: Vice President

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA

www.wcb.ny.gov
Statewide Fax Line: 877-533-0033

NOTICE OF COMPLIANCE

AVISO DE CUMPLIMIENTO

TO EMPLOYEES

A EMPLEADOS

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE
INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE
WORKING.

INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN
LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL
MIENTRAS TRABAJAN.

1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain any necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concierne a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del término de 30 días de haber sufrido su lesión su reclamación podría ser desestimada por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesión o enfermedad relacionada con el trabajo, usted puede escoger cualquier médico, podiatra, quiroprático o psicólogo (si es referido por un médico autorizado) que esté autorizado y acepte pacientes de la Junta de Compensación Obrera. Sin embargo, si su patrono está autorizado a participar una organización certificada de proveedores preferidos (PPO) usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquier de estos programas establecidos por ley están obligados a proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.
5. Usted deberá requerir de su Médico que radique copias de los informes médicos de su caso en la Junta de Compensación Obrera y en la compañía de seguros de su patrono, que se indica al final de esta forma.
6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo ó resulta en incapacitación permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.
7. No pague a ningún proveedor médico directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso ó la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podría ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado ó por representante licenciado si usted así lo desea. Si es representado, no pague al abogado ó al representante licenciado. Cuando la Junta decida su caso, los honorarios serán determinados por la Junta descontados de sus beneficios.
9. Si tiene dificultad en conseguir un formulario de reclamación ó necesita ayuda para llenarlo ó tiene dudas sobre cualquier situación relacionada con una lesión ó enfermedad comuníquese con la oficina mas cerca de la de la Junta.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (866) 750-5157
*Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373
Binghamton, 13901 - State Office Bldg.-44 Hawley St. - (866) 802-3604
Buffalo, 14202 - 369 Franklin Street - (866) 211-0645
*Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
*Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
*New York, 10027 - 215 W.125th St. - Manhattan - (800) 877-1373
*Peekskill, 10566 - 41 North Division St. - (866) 746-0552
*Queens, 11432 - 168-46 91st Ave. - Jamaica (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 - 935 James St. - (866) 802-3730

*DOWNSTATE MAIL ADDRESS Claims-related mail for the Hauppauge, Hempstead, Peekskill and all NYC offices should be mailed to: PO Box 5205 Binghamton, NY 13902-5205

Kenneth J. Munnelly
Chair (Presidente)

Workers' Compensation Benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando los debidos, serán pagados por):

THE STATE INSURANCE FUND

199 Church Street, New York, N. Y. 10007
(212) 312-9000

Effective From 01/01/2018 To cancellation
(En Vigor Desde) (Hasta cancellation)

Policy No. Z 999 030-0
(Poliza No.)

Name of employer (Nombre de patrono)

DEHNS FLOWERS INC
180 BEEKMAN STREET
BOX 474
SARATOGA SPRINGS NY 12866

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND
ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

Failure by an employer to post this notice in and about
the employer's place or places of business may result
in a \$250 penalty for each violation.

C-105 (08-2009)

S. I. F. U-30
"U30SIF/ISN"

PRESCRIBED BY CHAIR
WORKERS' COMPENSATION BOARD
STATE OF NEW YORK

www.wcb.ny.gov

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amsure S&T 31 Church Street PO Box 336 Saratoga Springs, NY 12866	CONTACT NAME: PHONE (A/C, No, Ext): 518 584-5300 FAX (A/C, No): 518 5847306 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 441 1429 472">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 441 1572 472">NAIC #</th> </tr> <tr> <td data-bbox="803 472 1429 504">INSURER A : Travelers Cas. Ins. Co. of America</td> <td data-bbox="1429 472 1572 504">19046</td> </tr> <tr> <td data-bbox="803 504 1429 535">INSURER B :</td> <td data-bbox="1429 504 1572 535"></td> </tr> <tr> <td data-bbox="803 535 1429 567">INSURER C :</td> <td data-bbox="1429 535 1572 567"></td> </tr> <tr> <td data-bbox="803 567 1429 598">INSURER D :</td> <td data-bbox="1429 567 1572 598"></td> </tr> <tr> <td data-bbox="803 598 1429 630">INSURER E :</td> <td data-bbox="1429 598 1572 630"></td> </tr> <tr> <td data-bbox="803 630 1429 661">INSURER F :</td> <td data-bbox="1429 630 1572 661"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Cas. Ins. Co. of America	19046	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Dehn's Flowers Inc&Dehn Realty Mr. Charles Dehn 178-180 Beekman St. Saratoga Springs, NY 12866															

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	ADDITIONAL INSURER	SUBROGATION	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"/> PROJECT <input type="checkbox"/> LOC OTHER:			6803131A7441842	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Saratoga Springs is added as an additional insured when required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

7/16/2019 11:16

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA

www.wcb.ny.gov
Statewide Fax Line: 877-533-0337

NOTICE OF COMPLIANCE

AVISO DE CUMPLIMIENTO

TO EMPLOYEES

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IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE
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INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN
LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL
MIENTRAS TRABAJAN.

1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
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4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
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3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.
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5. Usted deberá requerir de su Médico que radique copias de los informes médicos de su caso en la Junta de Compensación Obrera y en la compañía de seguros de su patrono, que se indica al final de esta forma.
6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo o resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.
7. No pague a ningún proveedor médico directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro a guna contra usted. Si usted no tramita su caso o la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podría ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado o por representante licenciado si usted así lo desea. Si es representado, no pague al abogado o al representante licenciado. Cuando la Junta decida su caso, los honorarios serán determinados por la Junta y descontados de sus beneficios.
9. Si tiene dificultad en conseguir un formulario de reclamación o necesita ayuda para llenarlo o tiene dudas sobre cualquier situación relacionada con una lesión o enfermedad comuníquese con la oficina mas cercana a la Junta.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (866) 750-5157
*Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373
Binghamton, 13901 - State Office Bldg.-44 Hawley St. - (866) 802-3604
Buffalo, 14202 - 369 Franklin Street - (866) 211-0645
*Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
*Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
*New York, 10027 - 215 W. 125th St. - Manhattan - (800) 877-1373
*Peekskill, 10568 - 41 North Division St. - (866) 746-0552
*Queens, 11432 - 168-46 91st Ave. - Jamaica (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 - 935 James St. - (866) 802-3730

*DOWNSTATE MAIL ADDRESS Claims-related mail for the Hauppauge, Hempstead, Peekskill and all NYC offices should be mailed to: PO Box 5205 Binghamton, NY 13902-5205

Clarissa M. Rodriguez
Chair (Presidenta)

Workers' Compensation Benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando debidos, serán pagados por):

THE STATE INSURANCE FUND
199 Church Street, New York, N. Y. 10007
(212) 312-9000

Effective From 01/01/2019 To cancellation
(En Vigor Desde) (Hasta cancellation)

Policy No. Z 999 030-0
(Poliza No.)

Name of employer (Nombre de patrono)

DEHNS FLOWERS INC
180 BEEKMAN STREET
BOX 474
SARATOGA SPRINGS NY 12866

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND
ABOUT THE EMPLOYEE'S PLACE OR PLACES OF BUSINESS.

Failure by an employer to post this notice in and about
the employer's place or places of business may result
in a \$250 penalty for each violation.

C-105 (08-2009)

S. I. F. U-30
"U30SIF/EN"

PRESCRIBED BY CHAIR
WORKERS' COMPENSATION BOARD
STATE OF NEW YORK

www.wcb.ny.gov

**ShelterPoint Life Insurance Company**

1225 Franklin Avenue, Ste 475
Garden City, NY 11530
Fax: 516.504.6412 (main) | 516.504.6436 (service) | 516.504.6414 (claims)
Phone: 800.365.4999 (516.829.8100)
www.shelterpoint.com

November 26, 2018



11735

DEHN'S FLOWERS INC
178 BEEKMAN ST.
SARATOGA SPRINGS, NY 12866



Re: 2019 Paid Family Leave rider for your Statutory Disability Policy
Policy No.: D57846

Dear Policyholder:

Effective January 1, 2019, New York's Department of Financial Services (DFS) has revised the NYS Paid Family Leave (PFL) benefits and rates. As a NYS employer, your policy is affected.

Enclosed is a copy of your 2019 **PFL rider**. Please attach the rider to your existing **DBL policy**.

PFL enables eligible employees to take **job-protected, paid leave** to bond with a new child, care for a seriously ill family member, or attend to family matters as the result of a military exigency. To learn more about these benefit changes, please visit www.NYpaidleave.com.

Resources

- Our dedicated educational PFL website: www.NYpaidleave.com
Featuring all things PFL, including focused topics in our blog, widgets, downloadable resources, visual guides, etc.
 - Download the updated 2019 edition of our ABCs of PFL here:
<http://shelterpoint.com/abc-pfl>
 - Download our employer checklist for all the 2019 PFL changes:
<http://shelterpoint.com/pfl-checklist>
 - Estimate your annual premium costs:
<http://shelterpoint.com/pfl-premium>

Questions?

- Our Solution Center representatives are available from 9 a.m. - 5:00 p.m. EST at:
 - 800-365-4999
 - customerservice@shelterpoint.com
- Need answers directly from a PFL Expert? Email us at pflquestions@shelterpoint.com

Sincerely,

Kathleen A. McAuliffe
Vice President of Client Services and Administration

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/23/2019

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amsure 31 Church Street PO Box 336 Saratoga Springs, NY 12866		CONTACT NAME: PHONE (A/C, No, Ext): 518-584-5300 FAX (A/C, No): 518-584-7306 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Casualty Ins. Co. of America	NAIC # 19046
INSURED Dehn's Flowers, Inc & Dehn Realty, Inc 180 Beekman Street Saratoga Springs, NY 12866		INSURER B : Preferred Mutual Insurance Co.	15024
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		6803131A744	01/23/2019	07/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		PCA051966	01/22/2019	01/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Saratoga Springs is Additional Insured on a primary and non-contributory basis, when required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

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

AUTHORIZED REPRESENTATIVE

7/16/2019

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443 Electronics Parkway
Liverpool, NY 13088
315-457-5200

Tim Wales
City Engineer
City of Saratoga Springs
Department of Public Works
5 Lake Ave
Saratoga Springs, NY 12866

December 20, 2018
Project No: 539.045.001
Invoice No: 101030

Project 539.045.001 18 Cherry Lane TH project review

Professional Services thru November 17, 2018

Phase 13 18 Cherry Lane TH Project review

Professional Personnel

	Hours	Rate	Amount
Sr Project Manager			
GRANT, BRADLEY D.	.50	175.00	87.50
Totals	.50		87.50
Total Labor			87.50
Total this Phase			\$87.50

Billing Limits	Current	Prior	To-Date
Total Billings	87.50	4,241.35	4,328.85
Limit			7,500.00
Remaining			3,171.15
Total Amount Due			\$87.50

Outstanding Invoices

Number	Date	Balance
98587	8/17/2018	4,050.00
99147	9/20/2018	87.50
99766	10/19/2018	103.85
Total		4,241.35

Project	539.045.001	18 Cherry Lane TH project review	Invoice	101030
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Billing Backup

Barton & Loguidice, D.P.C.

Invoice 101030 Dated 12/20/2018

Monday, April 01, 2019

6:57:10 AM

Project	539.045.001	18 Cherry Lane TH project review
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Phase	13	18 Cherry Lane TH Project review
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Professional Personnel

			Hours	Rate	Amount
Sr Project Manager					
260 - GRANT, BRADLEY D.	9/26/2018		.25	175.00	43.75
PM					
260 - GRANT, BRADLEY D.	11/13/2018		.25	175.00	43.75
PM/coord. with city					
Totals			.50		87.50
Total Labor					87.50

Total this Phase	\$87.50
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Total this Project	\$87.50
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Total this Report	\$87.50
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443 Electronics Parkway
Liverpool, NY 13088
315-457-5200

Tim Wales
City Engineer
City of Saratoga Springs
Department of Public Works
5 Lake Ave
Saratoga Springs, NY 12866

October 19, 2018
Project No: 539.045.001
Invoice No: 99766

Project 539.045.001 18 Cherry Lane TH project review

Professional Services thru September 22, 2018

Phase 13 18 Cherry Lane TH Project review

Professional Personnel

	Hours	Rate	Amount
Sr Project Manager			
GRANT, BRADLEY D.	.50	175.00	87.50
Totals	.50		87.50
Total Labor			87.50

Unit Billing

16.35

Total this Phase \$103.85

Billing Limits

	Current	Prior	To-Date
Total Billings	103.85	4,137.50	4,241.35
Limit			7,500.00
Remaining			3,258.65

Total Amount Due \$103.85

Outstanding Invoices

Number	Date	Balance
98587	8/17/2018	4,050.00
99147	9/20/2018	87.50
Total		4,137.50

Project	539.045.001	18 Cherry Lane TH project review	Invoice	99766
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Billing Backup

Barton & Loguidice, D.P.C.

Invoice 99766 Dated 10/19/2018

Friday, October 19, 2018

12:44:48 PM

Project	539.045.001	18 Cherry Lane TH project review	-----
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Phase	13	18 Cherry Lane TH Project review	-----
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Professional Personnel

			Hours	Rate	Amount	
Sr Project Manager						
260 - GRANT, BRADLEY D.	9/3/2018		.50	175.00	87.50	
Site Visit						
Totals			.50		87.50	
Total Labor						87.50

Unit Billing

9/3/2018	30.0 Miles @ 0.545	16.35	
		16.35	
	Total this Phase		\$103.85
	Total this Project		\$103.85
	Total this Report		\$103.85



443 Electronics Parkway
Liverpool, NY 13088
315-457-5200

Tim Wales
City Engineer
City of Saratoga Springs
Department of Public Works
5 Lake Ave
Saratoga Springs, NY 12866

September 20, 2018
Project No: 539.045.001
Invoice No: 99147

Project 539.045.001 18 Cherry Lane TH project review

Professional Services thru August 18, 2018

Phase 13 18 Cherry Lane TH Project review

Professional Personnel

	Hours	Rate	Amount
Sr Project Manager			
GRANT, BRADLEY D.	.50	175.00	87.50
Totals	.50		87.50
Total Labor			87.50
Total this Phase			\$87.50

Billing Limits	Current	Prior	To-Date
Total Billings	87.50	4,050.00	4,137.50
Limit			7,500.00
Remaining			3,362.50
Total Amount Due			\$87.50

Outstanding Invoices

Number	Date	Balance
98587	8/17/2018	4,050.00
Total		4,050.00

Project	539.045.001	18 Cherry Lane TH project review	Invoice	99147
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Billing Backup

Thursday, September 20, 2018

Barton & Loguidice, D.P.C.

Invoice 99147 Dated 9/20/2018

9:38:34 AM

Project	539.045.001	18 Cherry Lane TH project review
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Phase	13	18 Cherry Lane TH Project review
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Professional Personnel

		Hours	Rate	Amount
Sr Project Manager				
260 - GRANT, BRADLEY D.	7/22/2018	.25	175.00	43.75
Sent word version of letter to consultant				
260 - GRANT, BRADLEY D.	7/30/2018	.25	175.00	43.75
Review coord.				
Totals		.50		87.50
Total Labor				87.50

Total this Phase	\$87.50
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Total this Project	\$87.50
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Total this Report	\$87.50
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443 Electronics Parkway
Liverpool, NY 13088
315-457-5200

Tim Wales
City Engineer
City of Saratoga Springs
Department of Public Works
5 Lake Ave
Saratoga Springs, NY 12866

August 17, 2018
Project No: 539.045.001
Invoice No: 98587

Project 539.045.001 18 Cherry Lane TH project review

Professional Services thru July 21, 2018

Phase 13 18 Cherry Lane TH Project review

Professional Personnel

	Hours	Rate	Amount	
Sr Project Manager				
GRANT, BRADLEY D.	22.50	175.00	3,937.50	
Managing Landscape Architect				
KOLANKOWSKI JR., THADDEUS	.50	155.00	77.50	
Support Group				
FARELLA, ORIANA J.	.50	70.00	35.00	
Totals	23.50		4,050.00	
Total Labor				4,050.00
		Total this Phase		\$4,050.00

Billing Limits	Current	Prior	To-Date
Total Billings	4,050.00	0.00	4,050.00
Limit			7,500.00
Remaining			3,450.00
		Total Amount Due	\$4,050.00

Billing Backup

Barton & Loguidice, D.P.C.

Invoice 98587 Dated 8/17/2018

Friday, August 17, 2018

12:13:02 PM

Project	539.045.001	18 Cherry Lane TH project review
Phase	13	18 Cherry Lane TH Project review

Professional Personnel

			Hours	Rate	Amount	
Sr Project Manager						
260 - GRANT, BRADLEY D.	7/5/2018		.50	175.00	87.50	
Coord. with City Engineer						
260 - GRANT, BRADLEY D.	7/6/2018		1.75	175.00	306.25	
Review-project set-up						
260 - GRANT, BRADLEY D.	7/9/2018		2.00	175.00	350.00	
18 Cherry TH project						
260 - GRANT, BRADLEY D.	7/10/2018		.25	175.00	43.75	
Proposal coord.-18 cherry						
260 - GRANT, BRADLEY D.	7/11/2018		2.00	175.00	350.00	
Site Visit/met with City Engineer						
260 - GRANT, BRADLEY D.	7/13/2018		1.50	175.00	262.50	
Review						
260 - GRANT, BRADLEY D.	7/14/2018		1.50	175.00	262.50	
Review						
260 - GRANT, BRADLEY D.	7/15/2018		1.00	175.00	175.00	
Review						
260 - GRANT, BRADLEY D.	7/16/2018		5.00	175.00	875.00	
Review						
260 - GRANT, BRADLEY D.	7/17/2018		2.00	175.00	350.00	
Review						
260 - GRANT, BRADLEY D.	7/18/2018		3.00	175.00	525.00	
Review						
260 - GRANT, BRADLEY D.	7/19/2018		2.00	175.00	350.00	
Review/comment letter						
Managing Landscape Architect						
270 - KOLANKOWSKI JR.,	7/19/2018		.50	155.00	77.50	
THADDEUS						
Planting Plan Review						
Support Group						
940 - FARELLA, ORIANA J.	7/19/2018		.50	70.00	35.00	
review/format comment ltr						
Totals			23.50		4,050.00	
Total Labor						4,050.00
				Total this Phase		\$4,050.00
				Total this Project		\$4,050.00
				Total this Report		\$4,050.00

Alpine Environmental Services, Inc.
438 New Karner Road
ALBANY, NY 12205 US
(518) 250-4047
ChrisW@AlpineEnv.com
www.AlpineEnv.com

Invoice



BILL TO
City of Saratoga Springs
Department of Public Works
City Hall, 5 Lake Ave.
Saratoga Springs, NY 12866

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
18-23159J-A	08/01/2019	\$6,333.00	08/01/2019	Upon Receipt	

CLIENT CONTACT:
Marilyn Rivers

BILLING PERIOD:
06/12-06/27/2019

DATE	DESCRIPTION	QTY	RATE	AMOUNT
06/27/2019	NYS Certified Asbestos Air Sampling Technician: Day	12	475.00	5,700.00
06/27/2019	NYS Certified Asbestos Air Sampling Technician: OT hour	7	55.00	385.00
06/27/2019	Asbestos Analysis: PCM Sample Analysis	31	8.00	248.00

Project Location:
474 Broadway
Saratoga Springs, NY
DOLS:C06272019

BALANCE DUE

\$6,333.00
CP

Thank you for your business.

Visa, MasterCard, AMEX, and Discover accepted.

At the discretion of Alpine Environmental, all overdue invoices are subject to collection, court costs, and interest (1.5% per month).

Federal ID # 14-1820802

Request for Certification of Sufficient Funds

Submittal Date: 8/15/2019

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: Alpine Environmental Service, Inc.

Project:

City Hall Building Renovations
Asbestos Abatement Monitoring

Appropriation - Current Budget Expense Org/Object/Proj(s): H3031492 52000 1141

Amount Requested for Approval \$6,333.00

Current Amount Available: \$933,440.92

Transfer/Amendment Pending:

Transfer/Amendment Date _____



Department Head Signature

8/15/19
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

8/15/19
Approval Date

AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF SARATOGA SPRINGS AND THE NEW YORK RACING ASSOCIATION,
INC.

THIS AMENDMENT TO THE AGREEMENT, made on August ____, 2019 by and between THE CITY OF SARATOGA SPRINGS, a municipal corporation with offices at 404 Broadway, Saratoga Springs, NY 12866, hereinafter referred to as "The City", and THE NEW YORK RACING ASSOCIATION, INC., a corporation with offices in Jamaica, New York, hereinafter referred to as "NYRA"

WITNESSETH:

WHEREAS, On July 16, 2019, the City and NYRA entered into an agreement whereby the City shall provide NYRA with certain specified fire prevention and firefighter services. The provision of said agreement numbered 1(a) reads:

1. The City shall provide NYRA with the following Firefighting personnel and equipment for the 2019 Saratoga Thoroughbred Racing Meet (40 racing days) at the NYRA Saratoga Facility
 - a. Thirty eight (38) 7 hour days with one engine, one officer and three firefighters. Start and ending time to be determined.

WHEREAS, since the signing of the said agreement, and upon further review and consideration, the City and NYRA agree to amend the said provision numbered 1(a) to reflect a change to thirty-seven (37) days of services rather than thirty-eight (38) and to proportionately reduce the total sum due from NYRA to the City;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE CITY AND NYRA AS FOLLOWS:

1. Provision numbered "1(a)" of the said agreement is hereby amended to read :
 - a. Thirty seven (37) 7 hour days with one engine, one officer and three firefighters. Start and ending time to be determined.
2. Provision numbered "2" of the said agreement is hereby amended to read:
 2. NYRA shall pay the City the sum of \$96,096.08 dollars for said Services provided, however, that this agreement may be terminated by either Party hereto upon one day written notice and, upon such termination NYRA's obligation shall be reduced, pro rata.

All other terms and provisions of the original agreement remain the same.

Dated:

Per Council Approval _____

CITY OF SARATOGA SPRINGS
By: Meg Kelly, Mayor

THE NEW YORK RACING ASSOCIATION
By: David O'Rourke
President and CEO

City of Saratoga Springs Position Upgrade Application

Jeanna Fritz

07/2019

1. Name: <u>Julian Fonseca</u>	Start date in current Position: <u>10/2018</u>
Position Title: <u>Code Enforcement Technician</u>	Department: <u>Public Safety</u>
Current Grade and Step: <u>Grade 10, Step 1</u>	Current Supervisor: <u>Jack Donnelly / Aaron Dyer</u>

Purpose of Upgrade

2. Explain why the position should be upgraded?
<u>We want to upgrade this position to the same grade as the Engineering Technician, Zoning & Building Technician Positions, as they all work together and have similar training.</u>
3. List any new Duties:
4. Provide a wage comparison to other Communities: (Contact HR for this information) <u>X</u>
5. Is the proposed title a single title position?
Yes or <u>No</u> <u>We have 1 additional position in our department.</u>
6. State: Grade: <u>11</u> Step: <u>1</u> Effective Date: _____ Longevity Date: _____

7. Budget Line: <u>A3143621-51262</u> Appropriation: <u>\$2,982</u>
<u>*money was budgeted & approved in this years budget.</u>

Signatures:	
Civil Service	<u>C. Salvo</u> - Civil Service Coordinator
Union	<u>Lisa Watkins</u> - Union President
Commissioner of Finance	<u>Michelle Widgren</u>
Human Resources	<u>Christy Spadaus</u>

Official Use

City Council Approval Date _____
RPC (Green Sheet) issued and submitted to Civil Service after Council approval _____

AN ORDINANCE TO AMEND CHAPTER 225, SECTIONS 225-81 OF
THE CODE OF THE CITY OF SARATOGA SPRINGS, NY, ENTITLED
“VEHICLE AND TRAFFIC – SCHEDULE XVI – Parking Prohibited at All
Times.”

BE IT ORDAINED by the City Council of the City of Saratoga Springs, NY, as
follows:

SECTION 1: Section 225-81 of the Code of the City of Saratoga Springs, NY,
entitled “Vehicle and Traffic – Schedule XVI – Parking Prohibited at All Times” is hereby
amended to add the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Israel Lane	Both	First 100 feet from Division St

Section 2: This ordinance shall take effect the day after publication as provided by the
City Charter of the City of Saratoga Springs, NY

ADOPTED:

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK
By: John P. Franck, City Clerk

AN ORDINANCE TO AMEND CHAPTER 163
OF THE CITY OF SARATOGA SPRINGS, NEW YORK
ENTITLED "PEDALBUSES"

BE IT ORDAINED by the City Council of the City of Saratoga Springs, New York, following a public hearing, as follows:

SECTION 1. Chapter 163 of the Code of the City of Saratoga Springs, entitled "Pedalbuses" is hereby amended to delete subsection 163-12 (A) (1) (i) in its entirety, as follows (deleted material in brackets):

[(i) A set of the applicant's fingerprints, or, if the applicant is a legal entity other than an individual, a set of fingerprints of the chief executive officer or chief representative of that legal entity, to be taken by the Saratoga Springs Police Department.]

SECTION 2. This ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs.

ADOPTED:

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: John P. Franck
City Clerk

Civil Service Law, Section 22: Certification for positions. Before any new position in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such existing position reclassified only with the title approved and certified by the commission. Effective 1978

New Position Duties Statement

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit.
Forward one typed copy to this Commission.

- | | | |
|---|---|-----------------------------|
| 1. Department
Public Safety | Bureau, Division, Unit or Section
City of Saratoga Springs Civil Service Commission | Location of Position |
| 2. Description of Duties: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. | | |

Job Title: Public Safety Traffic Study – Proposal Writer

Percent of Work Time	Job Duty
	<ul style="list-style-type: none"> • Author a request for proposal for the Department of Public Safety. This request for proposal will be to obtain a consultant to provide a comprehensive parking study and resulting plan for implementation by the City • Research parking plans and best practices employed by other municipal governments • Interface with the Commissioner of Public Safety, Traffic Department, and Department of Public Works on potential parking solutions • Research potential vendors to send requests for information and requests for proposal to • Advise the Commissioner of Public Safety in choosing a vendor to award the resultant bid to • Organize prior studies, reports and materials including an RFP that was issued in March 2018 • Engage stakeholders including Downtown Business Association, Saratoga County Chamber of Commerce, Sustainable Saratoga, Mayor's 2015 Parking Task Force and representatives from various employers and downtown residents • Prepare public education materials • Organize and participate in public meetings • Develop a financial model that removes revenue sharing from the development process • Develop a job description for a Director of Parking • This position is on a temporary and part-time basis and will last for a period not to exceed 5 months, or until an award of bid attached to the resultant request for proposal is offered by the City, whichever is sooner
	(Attach additional sheets if more space is needed)

August 16, 2019

3. Names and Titles of Persons Supervising this position (General, Direct, Administrative, etc.)

<u>Name</u>	<u>Title</u>	<u>Type of Supervision</u>
Peter R. Martin	Commissioner of Public Safety	General
John S. Daley	Deputy Commissioner of Public Safety	Direct

4. Names and Titles of Persons Supervised by Employee in this position

<u>Name</u>	<u>Title</u>	<u>Type of Supervision</u>
N/A	N/A	N/A

5. Names and Titles of Persons doing substantially the same kind and level of work as will be done by the incumbent of this new position

<u>Name</u>	<u>Title</u>	<u>Location of Position</u>
N/A	N/A	N/A

6. What minimum qualifications do you think should be required for this position?

Education: High School _____ Years

College _____ 2 _____ Years, with specialization in _____ Urban Planning, Engineering, Operations Management, General Business, or similar fields

Experience: (list amount and type)

Prior experience writing requests for proposal or grants, preferably for a municipal entity.

Essential knowledges, skills and abilities:

- Knowledge of the City of Saratoga Springs, particularly familiarity with the layout of its streets and present parking conditions
- Ability to write requests for proposals or grants
- Ability to use Microsoft Office

Type of license or certificate required: None

7. The above statements are accurate and complete.

Date:

Title:

Signature:

Certificate of Civil Service Commission

8. In accordance with the provisions of Civil Service Law Section 22, the _____ Civil Service Commission certifies that the appropriate civil service title for the position described is:

Title: _____

Jurisdictional Classification: _____

Date:

Signature:

Action by Legislative Body or Other Approving Authority

9. Creation of described position

- ☐ **Approved**
- ☐ **Disapproved**

Date:

Signature:

Return One Completed Copy To Civil Service Commission

August 16, 2019