



# CITY OF SARATOGA SPRINGS

## City Council Meeting



March 12,  
2019

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

 [Print](#)

**7:00 PM**

**CALL TO ORDER**

**ROLL CALL**

**SALUTE TO FLAG**

**PUBLIC COMMENT PERIOD / 15 MINUTES**

**PRESENTATION(S):**

**EXECUTIVE SESSION:**

**CONSENT AGENDA**

**MAYOR'S DEPARTMENT**

1. Presentation: Special Council Workshop - Unified Development Ordinance (UDO)/DRAFT Zoning Map
2. Discussion and Vote: Authorization for Mayor to Sign Contract with Goldberger and Kremer for Labor and Employment Matters

**ACCOUNTS DEPARTMENT**

1. Appointment: M. Lynn Bachner as Commissioner of Deeds

**FINANCE DEPARTMENT**

**PUBLIC WORKS DEPARTMENT**

**PUBLIC SAFETY DEPARTMENT**

**SUPERVISORS**

**ADJOURN**



## 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. Kremer Date: 3/11/19

Print Name: Brian S. Kremer Title: Partner

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

Print Name: Meg Kelly Title: Mayor City Council Approval Date: \_\_\_\_\_

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."

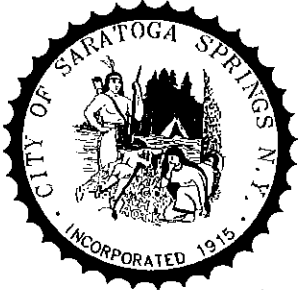
A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth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

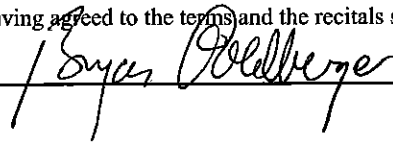
The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold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

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### **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**

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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**

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### **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

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**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](mailto: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).

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Twin City Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> 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	ADDD INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG GV5485	01/01/2017	01/01/2018	<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. <b>AUTHORIZED REPRESENTATIVE</b> 
--	--



## 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

Authorized Representative

11/12/16

Date

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.

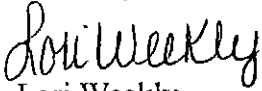
Enclosed please find the renewal of your commercial policy with National Grange Mutual. Please take some time to review the coverages carefully. If you have any questions regarding any aspect of your policy or you need to make any changes to this policy, please feel free to call me.

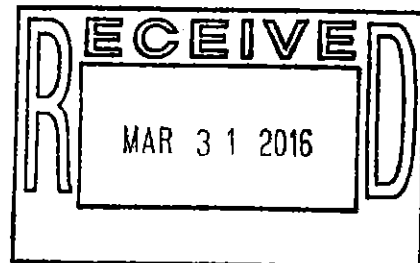
Our aim is to provide you with a comprehensive insurance program that meets your needs. As these needs change, your insurance protection should also change. If you would like to meet to review your policy and discuss other coverages or discounts that may be available to you, please give me a call.

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 &amp; BRIAN KREMER

Effective Date: 05-25-2016

Agent Name: FRAGOMENI INS &amp; 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

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<b>Item 1.</b> 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

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

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**Item 3.** Form of Business: PARTNERSHIP

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**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.

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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	

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

**See Schedule of Forms and Endorsements**

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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

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

**DEDUCTIBLES:**

<b>CONTENTS</b>	<b>GLASS</b>
<b>\$ 500</b>	<b>\$ 500</b>

**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
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#### 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**

<b>Prem. No.</b>	<b>Bldg. No.</b>	<b>Premises Address (Address, City, State, Zip Code)</b>
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

<b>Premises No.</b>	<b>Bldg. No.</b>	<b>Loss Payee Name and Mailing Address</b>
		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.

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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.

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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.*

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**6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**

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

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**7. WHO TO CONTACT:**

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

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Countersignature

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Date

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Authorized Representative

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10/19/2016  
Date





GOLDB-2

OP ID: LB

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2018

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

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

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

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BPV36568	05/25/2018	05/25/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BPV36568	05/25/2018	05/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUV36568	05/25/2018	05/25/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

## CERTIFICATE HOLDER

## CANCELLATION

<b>SARATA1</b>  CITY OF SARATOGA SPRINGS OFFICE OF RISK & SAFETY 474 BROADWAY SARATOGA SPRINGS, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>David A. Fragomeni</i>
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## 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.*

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**6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**

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

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**7. WHO TO CONTACT:**

To report a claim:

CNA – Claims Reporting

P.O. Box 8317

Chicago, IL 60680-8317

Fax: 866-773-7504 / Online: [www.cna.com/claims](http://www.cna.com/claims)

Email: [SpecialtyProNewLoss@cna.com](mailto:SpecialtyProNewLoss@cna.com)

Lawyers Claim Reporting Questions: 800-540-0762

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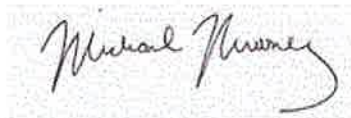
**Countersignature**

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**Date**

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**Authorized Representative**

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**Date**



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

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**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).

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY14620	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (877) 287-1312	<b>FAX</b> (888) 443-6112
	<b>(A/C, No, Ext):</b>	
	<b>E-MAIL</b>	
	<b>ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> GOLDBERGER & KREMER 39 N PEARL ST STE 201 ALBANY NY 12207	<b>INSURER A:</b> Property & Casualty Ins Co. of Hartford	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

INSR LTR	TYPE OF INSURANCE	ADDL 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.

<b>CERTIFICATE HOLDER</b> GOLDBERGER AND KREMER 39 N PEARL ST STE 201 ALBANY NY 12207	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>
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