



CITY OF SARATOGA SPRINGS

City Council Meeting



March 17,
2020

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

PUBLIC HEARINGS BEGIN 6:55 P.M.

: P.H. - Amendments to Chapter 225
of the City Code - Stop Intersections and
Speed Limits Outside District

 [Print](#)

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

EXECUTIVE SESSION: Matters regarding Employment

CONSENT AGENDA

1. Approval of 3/2/20 Pre-Agenda Meeting Minutes
2. Approval of 3/3/20 City Council Meeting Minutes
3. Approve Use of Insurance Reserve Resolution #3
4. Approve Budget Amendment - Use of Insurance Reserve #3
5. Approve Budget Amendments - Regular (Increases)
6. Approve Budget Transfers - Regular
7. Approve Payroll 3/6/20 \$525,142.02
8. Approve Payroll 3/13/20 \$520,878.54
9. Approve Warrant - 2020 20MWMAR1 \$2,600.00
10. Approve Warrant - 2020 20MWMAR2 \$122,305.46
11. Approve Warrant - 2020 20MAR2 \$6,129,815.41

MAYOR'S DEPARTMENT

1. Announcement: 2020 Census Self-Reporting Reminder
2. Presentation: 2020 Community Development Citizen Advisory Committee (CDCAC) Recommendations for 2020-24 CDBG Consolidated Five-YR Plan
3. Presentation: 2020-21 Community Development Block Grant Funding (CDCAC) Recommendations for 2020 Action Plan
- 4.

5. Appointment: Open Space Advisory Committee
 6. Discussion and Vote: 2020-21 Saratoga Springs Housing Authority Salaries
 7. Discussion and Vote: Application for the 2019 Municipal Zero Emission Vehicle (ZEV) Clean Vehicle (Purchase or Lease) Rebate Program
 8. Discussion and Vote: Authorization for Mayor to Sign Saratoga County Economic Fund Grant Application
 9. Discussion and Vote: Authorization for Mayor to Sign Memorandum of Agreement (MOA) between City, Firefighters Union and Fire Administrative Officers Union.
 10. Discussion and Vote: SEQRA Lead Agency for Easement Agreement between Franchise Oversight Board and City of Saratoga Springs
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ACCOUNTS DEPARTMENT

1. Award of Bid: CNA Environmental, LLC
 2. Discussion and Vote: Resolution for Electronic Vouchers
 3. Appointment: Sabrina Lauzon as Commissioner of Deeds
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FINANCE DEPARTMENT

1. Update: Community Choice Aggregation (CCA)
 2. Discussion and Vote: 2019 County Distribution Recommendation Revision
 3. Discussion and Vote: New Position Duties Statement, Salary
 4. Discussion and Vote: Budget Transfer - Contingency
 5. Discussion and Vote: Budget Amendment - Use of Assigned Fund Balance
 6. Discussion and Vote: Budget Amendment - Payroll
 7. Discussion and Vote: Budget Transfer - Payroll
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PUBLIC WORKS DEPARTMENT

1. Announcement: Restrict Public Access to Water Treatment Plant
 2. Discussion and Vote: Authorization for Mayor to Sign Addendum #3 with MESICK, COHEN, WILSON, BAKER ARCHITECTS, LLP for Canfield Casino
 3. Discussion and Vote: Approval to Pay Invoice #1 to Mesick Cohen Wilson Baker Architects for Canfield Casino Project in the amount of \$1,970
 4. Discussion and Vote: Authorization for Mayor to Sign Addendum One with CLP for City Hall Renovation
 5. Discussion and Vote: Accept Donation from Sustainable Saratoga for Trees
 6. Discussion and Vote: Authorization for Mayor to Sign Addendum One with Schnabel Engineering for Design & Permitting Service for Loughberry Lake Dam Spillway Project
 7. Discussion and Vote: Authorization for Mayor to Sign Contract with CNA Environmental LLC for Laboratory Services for Water Treatment Plant
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PUBLIC SAFETY DEPARTMENT

1. Announcement: Virus Update
2. Discussion and Vote: Authorization for Mayor to Sign Contract with Empire Ambulance
3. Discussion and Vote: Authorization for Mayor to Sign Contract with Towaway Towing

4. Discussion and Vote: Authorization for Mayor to Sign Contract with Saratoga Car Rental Inc DBA Matt's of Saratoga
 5. Discussion and Vote: Authorization to Pay Invoice to Rood & Riddle Equine in the amount of \$1,563.73
 6. Discussion and Vote: Amend Chapter 225 of the City Code. Section 225-77; schedule XII - Stop Intersections
 7. Discussion and Vote: Amend Chapter 225-12B & 225-69 of the City Code
 8. Announcement: Update: Fire at Raymond Watkins Apartment
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SUPERVISORS

1. Matthew Veitch
 1. National Association of Counties Conference Update
 2. Buildings & Grounds Committee Update
 3. Public Safety Committee Update
 2. Tara Gaston
 1. Public Health Update
 2. Board of Supervisors Update
 3. Public Forum
-

ADJOURN



March 2, 2020

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

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

STAFF PRESENT: Lisa Shields, Deputy Mayor
Deidre Ladd, Deputy Commissioner, Finance
Maire Masterson, Deputy Commissioner, Accounts
Joe O'Neill, Deputy Commissioner, DPW
Eileen Finneran, Deputy Commissioner, DPS

Vince DeLeonardis, City Attorney

EXCUSED: Matthew Veitch, Supervisor
Tara Gaston, Supervisor

CALL TO ORDER

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

PUBLIC HEARING

1. 2020 Water and Sewer Rates – Commissioner Scirocco advised there is an increase in both the water and sewer rates for 2020. This is the first time the water has increased since 2014. He will provide more detail tomorrow night.

EXECUTIVE SESSION

1. Discussions re: Proposed, Pending or Current Litigation: Article 7 Matter

CONSENT AGENDA

1. Approval of 2/18/20 City Council Meeting Minutes
2. Approval of 2/18/20 Pre-Agenda Meeting Minutes
3. Approve Use of Insurance Reserve Resolution #2
4. Approve Budget Amendment – Use of Insurance Reserve #2
5. Approve Budget Amendments – Regular (Increases)
6. Approve Budget Transfers - Regular
7. Approve Payroll 2/21/20 \$546,107.97
8. Approve Payroll 2/28/20 \$556,378.70
9. Approve Warrant – 2019 19MWDEC9 \$109,076.19
10. Approve Warrant – 2020 20MWFEB3 \$76,078.96
11. Approve Warrant – 2020 20MAR1 \$4,360,718.87

No comments.

MAYOR'S DEPARTMENT

Discussion: Unified Development Ordinance (UDO) Update

Mayor Kelly advised the comment period is complete. This translates into hundreds of possible changes to the UDO. Vince DeLeonardis, city attorney, will highlight the changes needed at tomorrow's meeting.

Discussion and Vote: Authorization for Mayor to Sign Agreement with Saratoga Casino Holdings, LLC

Mayor Kelly advised this agreement is for the Recreation Department's use of the soccer fields. There is not charge for these fields as DPW maintains the fields in return.

Discussion and Vote: Authorization for Mayor to Sign Barton & Loguidice Architectural/Engineering Consultant Agreement PIN 1761.58 for the Missing Sidewalk Links Project

Mayor Kelly stated they are finalizing the contract with Barton & Loguidice. The amount of the contract is \$217,941. This amount is funded by a grant with a 20% match of \$380,000.

Discussion and Vote: Authorization for Mayor to Sign Memorandum of Agreement: Employment Agreement Between the Civil Service Employees Association (CSEA) – City Hall and the City of Saratoga Springs

No comments.

Mayor Kelly advised she may be adding a couple items to her agenda.

ACCOUNTS DEPARTMENT

Discussion and Vote: Approval of City Agreement and Contract Process

Marilyn Rivers, director of risk and safety, advised representatives from each department worked together to update the contracts and process. They added instructional aids and now vendors are vetted up front.

Discussion and Vote: Authorization for Mayor to Sign Agreement with NYSID for Scanning of Purchasing Vouchers

Marilyn Rivers advised we are trying not to move a lot of paper back into City Hall. With that in mind, we are outsourcing the scanning of purchasing vouchers and disposing of 41 boxes of paper.

Discussion and Vote: Resolution Re: General Municipal Law Section 103 – "Piggybacking"

Marilyn Rivers advised this ties into the City Agreement and contract Process. The 'piggybacking' resolution is being updated allowing departments to run off state contracts and county contracts (piggybacking) and get their pricing without having to go out to bid.

Commissioner Franck advised he is adding an item: Discussion and Vote: Authorization to Apply for Funds from New York State Archives Local Government Records Management Improvement Fund and Approval for Mayor to Sign All Related Documents.

FINANCE DEPARTMENT

Discussion and Vote: Resolution – Video Lottery Terminal (VLT) Aid

Commissioner Madigan advised she will bring a resolution tomorrow night for vote and have all commissioners and the mayor sign the resolution then.

Discussion and Vote: Budget Amendment – Use of Assigned Fund Balance

No comments.

Discussion and Vote: Budget Transfer – Payroll

No comments.

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Approval to Adopt the 2020 Water & Sewer Rates Resolution

No comments.

Discussion and Vote: Authorization for Mayor to Sign Change Order No. 2 with Bellamy Construction Company, Inc. for Kaydeross Ave. West Water Main Upgrade

Commissioner Scirocco stated they needed to adjust the contract price for additional rock drilling that was needed.

Discussion and Vote: Authorization for Mayor to Sign Change Order No. 10 with MLB Construction Services for City Hall Renovation – General Construction

No comments.

Discussion and Vote: Authorization for Mayor to Sign Change Order No. 5 with Collett Mechanical, Inc. for City Hall Renovation – HVAC

Commissioner Scirocco stated this change order is due to the change in the scope of work.

Commissioner Scirocco stated he will be adding 2 items to his agenda: 1. Discussion and Vote: Authorization to Sign Contract with Dalrymple Company, Inc. and two. Announcement: Appointment of City Engineer.

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Contract with Dr. Jason Bernad for Medical Director

No comments.

Set Public Hearing: Amend Chapter 225 of the City Code, Section 225-77; Scheduled XII – Stop Intersections

No comments.

Set Public Hearing: Amend Chapter 225-12B & 225-69 of the City Code

No comments.

Discussion and Vote: Authorization to Increase Salary Range for Part-Time Public Safety Laborer

Commissioner Madigan asked to speak with Commissioner Dalton after the meeting. She may ask public safety to hold off on this until the VLT aid is finalized.

Commissioner Dalton advised she will be adding 2 items to her agenda: 1. Announcement: 2019 Annual Report; and 2. Announcement: Virus Preparedness.

SUPERVISORS

Mayor Kelly advised the supervisors have not submitted anything for their agendas at this time.

EXECUTIVE SESSION

Mayor Kelly moved and Commissioner Franck seconded to enter into executive session to discuss proposed, pending or current litigation: Article 7 matter at 9:44 a.m.

Ayes – All

City Council returned at 9:54 a.m.

Mayor Kelly announced Commissioner Franck will be adding an item to his agenda.

ADJOURN

Mayor Kelly adjourned the meeting at 9:55 a.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:



March 3, 2020

CITY OF SARATOGA SPRINGS
City Council Meeting
Recreation Center
15 Vanderbilt Avenue
7:00 PM

6:55 P.M. – P.H. – 2020 Water and Sewer
Rates

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

CONSENT AGENDA

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11. Approve Warrant – 2020 20MAR1 \$4,360,718.87

MAYOR'S DEPARTMENT

1. Discussion: Unified Development Ordinance (UDO)
2. Discussion and Vote: Authorization for Mayor to Sign Agreement with Saratoga Casino Holdings, LLC
3. Discussion and Vote: Authorization for Mayor to Sign Barton & Loguidice Architectural/Engineering Consultant Agreement PIN 1761.58 for the Missing Sidewalk Links Project
4. Discussion and Vote: Authorization for Mayor to Sign Memorandum of Agreement: Employment Agreement Between the Civil Service Employees Association (CSEA) – City hall and the City of Saratoga Springs
5. Discussion and Vote: Authorization for Mayor to Sign the New York Conference of Mayors (NYCOM) Letter in Opposition to NYS Legislation Re: Small Wireless Facilities Deployment
6. Discussion and Vote: City Council Rules for Conduct at Public Meetings

ACCOUNTS DEPARTMENT

1. Discussion and Vote: Approval of City Agreement and Contract Process

2. Discussion and Vote: Authorization for Mayor to Sign Agreement with NYSID for Scanning of Purchasing Vouchers
3. Discussion and Vote: Authorization to Apply for Funds from New York State Archives Local Government Records Management Improvement Fund and Approval for Mayor to Sign All Related Documents
4. Discussion and Vote: Settlement of Article 7 Case for Parcel ID 177.-1-66
5. Discussion and Vote: Resolution Re: General Municipal Law Section 103 – “Piggybacking”

FINANCE DEPARTMENT

1. Discussion and Vote: Resolution – Video Lottery Terminal (VLT) Aid
2. Discussion and Vote: Budget Amendment – Use of Assigned Fund Balance
3. Discussion and Vote: Budget Transfer - Payroll

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Approval to Adopt the 2020 Water & Sewer Rates Resolution
2. Discussion and Vote: Authorization for Mayor to Sign Change Order No. 2 with Bellamy Construction Company, Inc. for Kaydeross Ave. West Water Main Upgrade
3. Discussion and Vote: Authorization for Mayor to Sign Change Order No. 10 with MLB Construction Services for City Hall Renovation – General Construction
4. Discussion and Vote: Authorization for Mayor to Sign Contract with RM Dalrymple Company, Inc. for Dispatch Building Project
5. Discussion and Vote: Authorization for Mayor to Sign Change Order No. 5 with Collett Mechanical, Inc. for City Hall Renovation – HVAC
6. Announcement: Appointment of City Engineer

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Dr. Jason Bernad for Medical Director
2. Set Public Hearing: Amend Chapter 225 of the City Code, Section 225-77; Schedule XII – Stop Intersections
3. Set Public Hearing: Amend Chapter 225-12B & 225-69 of the City Code
4. Discussion and Vote: Authorization to Increase Salary Range for Part-time Public Safety Laborer
5. Discussion and Vote: Approval to Pay Invoice to Elliott Enterprise in the Amount of \$4,098.02
6. Discussion and Vote: Authorization for Mayor to Sign Contract with Stilsing Electric
7. Announcement: Annual Report 2019
8. Announcement: Virus Preparedness

SUPERVISORS

Matt Veitch

1. Nothing at this time.

Tara Gaston

1. Nothing at this time.

ADJOURN



March 3, 2020

CITY OF SARATOGA SPRINGS
City Council Meeting
Recreation Center
15 Vanderbilt Avenue
7:00 PM

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

STAFF PRESENT: Lisa Shields, Deputy Mayor
Deirdre Ladd, Deputy Commissioner, Finance
Maire Masterson, Deputy Commissioner, Accounts
Joe O'Neill, Deputy Commissioner, DPW
Eileen Finneran, Deputy Commissioner, DPS

Vincent DeLeonardis

EXCUSED: Matthew Veitch, Supervisor
Tara Gaston, Supervisor

RECORDING OF PROCEEDING

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

PUBLIC HEARING

2020 Water and Sewer Rates

Mayor Kelly opened the public hearing at 6:56 p.m.

Commissioner Scirocco advised rising operating costs and investments into the infrastructure has caused the need for an increase. This is the first increase in water rates since 2014. Over the course of the next four years, DPW will be upgrading waterlines to replace aging four-inch water mains throughout the City. Over the past four years, the County Sewer District has increased costs to municipal customers. Since 2016, the City has seen an increase of \$1,181,303 for a 2020 charge of \$3,958,355. This is 73% of our total sewer budget.

No one spoke.

Mayor Kelly closed the public hearing at 7:00 p.m.

CALL TO ORDER

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

PUBLIC COMMENT

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

Mayor Kelly opened the public comment period at 7:01 p.m.

No one spoke.

Mayor Kelly closed the public comment period at 7:01 p.m.

CONSENT AGENDA

Mayor Kelly moved and Commissioner Madigan seconded to approve the consent agenda as follows:

1. Approval of 2/18/20 City Council Meeting Minutes
2. Approval of 2/18/20 Pre-Agenda Meeting Minutes
3. Approve Use of Insurance Reserve Resolution #2
4. Approve Budget Amendment – Use of Insurance Reserve #2
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9. Approve Warrant – 2019 19MWDEC9 \$109,076.19
10. Approve Warrant – 2020 20MWFEB3 \$76,078.96
11. Approve Warrant – 2020 20MAR1 \$4,360,718.87

Ayes – All

MAYOR'S DEPARTMENT

Discussion: Unified Development Ordinance (UDO)

Vince DeLeonardis, city attorney, advised the first draft was made available to the public on January 27, 2020. Public workshops were conducted with the public and comments were obtained from the public. Draft 2 should be available in April. (presentation attached)

Some of the comments/input include:

- text edits, clarifications, illustrations
- dimension and design standards
- use definitions plus standards and use allowances
- public right-of-way
- scope of land use boards
- scope of UDO and current project
- process
- zoning map

The public was clear that they were not in favor of reducing the lot size and lot width. They are going to take a look at deeper side yard setbacks. Comments/responses regarding building heights were mixed. The public claimed additional uses were being included in the RR district. Some uses are not new but are newly defined. An example is a domestic violence shelter; it not a new use but it has now been defined. A new use that was recommended for RR was RV parks. The public unanimously responded that they do not want RV parks.

The AC district received varied responses. Some people said we should increase the uses in this district and some said we should reduce the uses in the district. Others suggested increase the size of the AC district.

The historic district has been discussed and it has been suggested that this district be expanded.

Other items that need to be addressed is short-term rentals. This will not be in the next draft but needs to be looked at. Another topic is inclusionary zoning.

Commissioner Franck mentioned that there are a few properties that were excluded from the Historic District that should be in it, such as the Old Bryan Inn and Rock Street. This needs to be looked at when they revisit the Historic District.

Discussion and Vote: Authorization for Mayor to Sign Agreement with Saratoga Casino Holdings, LLC (20-070)

Mayor Kelly advised this is for the use of the soccer fields. There is no charge for this.

Mayor Kelly moved and Commissioner Dalton seconded to authorize the mayor to sign the agreement with Saratoga Casino Holdings, LLC as included with the agenda.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Barton & Loguidice Architectural/Engineering Consultant Agreement PIN 1761.58 for the Missing Sidewalk Links Project (20-071)

Mayor Kelly advised the City is finalizing the contract with Barton & Loguidice. The proposed contract amount is \$217,941. The project is funded by a \$1.52 million grant with a required City match of \$380,000.

Mayor Kelly moved and Commissioner Franck seconded to authorize the mayor to sign the Barton & Loguidice architectural/engineering consultant agreement PIN #1761.58 for missing sidewalk links project as included with this agenda.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Memorandum of Agreement: Employment Agreement Between the Civil Service Employees Association (CSEA) – City hall and the City of Saratoga Springs (20-072)

Vince DeLeonardis advised this relates to the distinction between a provisional employee and a permanent employee. The provisional employee may be a member of the union but is not entitled to Section 75 protections that permanent employees are.

Mayor Kelly moved and Commissioner Dalton seconded to authorize the mayor to sign a memorandum of agreement employment agreement between the Civil Service Employee Association (CSEA) City Hall and the City of Saratoga Springs.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign the New York Conference of Mayors (NYCOM) Letter in Opposition to NYS Legislation Re: Small Wireless Facilities Deployment

Mayor Kelly pulled this item from her agenda.

Discussion and Vote: City Council Rules for Conduct at Public Meetings (20-073)

Mayor Kelly moved and Commissioner Dalton seconded to approve the Council Rules for Conduct at Public Meetings as included with the agenda.

Ayes – All

ACCOUNTS DEPARTMENT

Discussion and Vote: Approval of City Agreement and Contract Process (20-074)

Commissioner Franck thanked all departments for their contribution to updating of the City's Agreement and Contract process. This group also created instructional aides to assist them through the process. His department will be setting up training for the other departments in the near future.

Commissioner Franck moved and Commissioner Dalton seconded for the City Council to adopt the City Agreement and Contract Process as distributed with the agenda.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Agreement with NYSID for Scanning of Purchasing Vouchers (20-075)

Commissioner Franck advised in preparation for our move back to City Hall we are outsourcing the scanning of 41 boxes of purchasing vouchers and cancelled purchase orders. This is also a continuation of the City's digitization project in an effort to curtail the need for off-site record storage.

Commissioner Franck moved and Commissioner Dalton seconded to authorize the mayor to sign an agreement with NYSID for the scanning of purchasing vouchers and cancelled purchase orders for the years 2016 – 2018 for an amount not to exceed \$26,400.

Ayes - All

Discussion and Vote: Authorization to Apply for Funds from New York State Archives Local Government Records Management Improvement Fund and Approval for Mayor to Sign All Related Documents (20-076)

Commissioner Franck advised the Design Review Commission is charged with protecting and enhancing the City's rich historic and cultural legacy through the preservation of existing architecture and the careful review of new construction within the City's historic districts. This grant is for the scanning of historically significant records from 1970 – 2019 that have a permanent retention. We are asking for \$58,527 with no matching funds required.

Commissioner Franck moved and Commissioner Dalton seconded for the City Council to authorize the application for Funds from New York State Archives Local Government Records Management Improvement Fund and approve the mayor to sign all related documents.

Ayes - All

Discussion and Vote: Settlement of Article 7 Case for Parcel ID 177.-1-66 (20-077)

Commissioner Franck advised this is the issue that was discussed during yesterday's executive session.

Commissioner Franck moved and Commissioner Scirocco seconded for the City Council to settle the Article 7 case for parcel # 177.-1-66 for the years 2018 & 2019 as follows:

Parcel #	Original Assessment	Negotiated Assessed Value	Reduction Amount	Refund Amount
177.-1-66				
2018	\$17,206,400	\$13,334,250	\$3,872,150	\$23,271.62
2019	\$17,206,400	\$12,174,750	\$5,031,650	\$0

The grand total of refunds for this parcel listed is \$23,271.62.

Ayes - All

Discussion and Vote: Resolution Re: General Municipal Law Section 103 – "Piggybacking" (20-078)

Commissioner Franck advised 'piggybacking' ties into the City Agreement and Contract Process. It allows departments to get special pricing off state and county contracts without having to go out to bid.

The resolution is as follows:

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS

BE IT RESOLVED, by the City Council of the City of Saratoga Springs, New York, as follows:

WHEREAS, the purchase of apparatus, materials, equipment, supplies and related services through the use of public contracts is a regular task for any municipality. It is in the public interest for every municipality to undertake such purchases in a manner that gives the best value to the public; and

WHEREAS, in 2012 the New York State Legislature amended Section 103 of the General Municipal Law to allow municipalities to make purchases through the use of contracts let by the United States or any agency thereof, any state or other political subdivision or district therein. This amendment allows "piggybacking" on certain other government contracts on the basis of best value, as a lawful alternative to the current standard of "lowest responsible bidder". The City Council finds that this new alternative is a desirable addition to the City's purchasing options; and

WHEREAS, to use another contract on the basis of best value, a municipality must first act to adopt a law, rule, regulation or resolution;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City Council hereby authorizes the use of best value as a methods for purchasing apparatus, materials, equipment, supplies and related services as provided in Section 103 of the General Municipal Law, as amended.
2. This authorization shall take effect immediately upon filing in the Office of the City Clerk.

Commissioner Franck moved and Commissioner Scirocco seconded to adopt the resolution regarding General Municipal Law Section 103 – Piggybacking as distributed with the agenda.

Ayes - All

FINANCE DEPARTMENT

Discussion and Vote: Resolution – Video Lottery Terminal (VLT) Aid (20-079)

Commissioner Madigan read the resolution into the record as follows:

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NY

WHEREAS, Video Lottery Terminal (VLT) aid was originally established in the 2006 – 2007 New York State Budget to help "defray local costs associated with a video lottery gaming facility" and/or "minimize or reduce real property taxes." Since that time, the City has

received between \$2 - \$3 million per year and the funds have, in fact, been used to assist in the myriad of costs associated with hosting a VLT facility and to reduce real property taxes; and
WHEREAS, Park KK of the Executive Budget Proposal's Public Protection and General Government Article VII legislation eliminates VLT aid for all municipalities hosting a VLT facility, with the exception of Yonkers; and
WHEREAS, as a host municipality, the City stands to lose \$2,325,592 if this proposal is ultimately adopted as part of the 2020 – 2021 budget. Such an abrupt elimination would strike a significant blow to the City's operating budget as it represents 5% of the City's \$48,715,000 overall operating budget; and
WHEREAS, this sudden cut to the City's 2020 budget, adopted in late 2019, is essentially equivalent to nearly wiping out the entire 2020 budget of the Mayor's Department or the Department of Recreation or the Account Department, twofold; and
WHEREAS, due to the popularity of the VLT facility and other premier destination venues in the City, the fourth largest geographically in the State outside of New York City at 28.4 square miles, the City's population can swell by 100,000 people per day in the summer alone – more than three times the overall City population of approximately 28,000. This influx of visitors causes a strain on City services, resulting in substantial public safety, public works and infrastructure expenditures; and
WHEREAS, the City has put the VLT aid funds to good use, as it reasonably relates to the public's use of the VLT facility, continually providing outstanding City services to the hundreds of thousands of visitors who not only utilize the VLT facility, but who also take advantage of the City's restaurants, other entertainment venues and 60+ downtown events throughout the year; and
WHEREAS, this is not the first time the City has faced this issue. In 2009, VLT aid funds were reduced and, as a result, the City was forced to cut numerous police officers, firefighters, and related services which have taken years to rebuild in order to meet public demand. The City was unable to offset the reduction of VLT aid then, and it would face the same situation, if VLT aid was wholly eliminated in this year's budget; and
WHEREAS, the City has been able to maintain a AA+ bond rating from S&P, stable real property taxes, remain one of the safest municipalities in New York State, and continue to be well within the State's two percent property tax levy cap. The unexpected loss of VLT aid would force the City to consider a tax levy increase of 10-12%; 5 – 6 times the State's property tax cap; and
WHEREAS, the City has invested in important public service initiatives such as cybersecurity, recreation and trails development, public safety improvements, and Code Blue/homeless solutions for its growing poor and homeless population. The City looks to the State to help promote Saratoga Springs as an example of New York municipal success; and
NOW THEREFORE, BE IT RESOLVED, that the City Council for the City of Saratoga Springs respectfully requests that the legislature fully restore VLT aid to the City of Saratoga Springs in the 2020 – 2021 New York State budget at least to its current amounts, that this be supported by the governor, and that this investment be protected in future years; and
MAY IT FURTHER BE RESOLVED that a copy of this resolution be sent to Governor Andrew Cuomo, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Assemblywoman Carrie Woerner; Senator Daphne Jordan; Senator Jim Tedisco; Chair of Senate Finance Committee Senator Liz Krueger; Chair Ways and Means Committee Assemblywoman Helene Weinstein; Chair Local Governments Standing Committee Assemblyman Fred W. Thiele, Jr.; Chair of Racing & Wagering Assemblyman J. Gary Pretlow; Chair of Racing and Wagering Senator Joseph Addabbo, Jr.; Executive Director Gaming Commissioner Rob Williams; Budget Director Robert Mujica.

Commissioner Madigan moved and Commissioner Dalton seconded to pass this resolution in support of restoring VLT aid to the City of Saratoga Springs.

Ayes - All

Discussion and Vote: Budget Amendment – Use of Assigned Fund Balance (20-080)

Commissioner Madigan advised prior to the amendment, the assigned fund balance is \$155,296.88; following the approval, \$94,501.32 will remain.

Commissioner Madigan moved and Commissioner Scirocco seconded to approve the budget amendment – use of assigned fund balance as included with the agenda.

Ayes - All

Discussion and Vote: Budget Transfer – Payroll (20-081)

Commissioner Madigan moved and Commissioner Dalton seconded to approve the budget transfer – payroll as included with the agenda.

Ayes - All

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Approval to Adopt the 2020 Water & Sewer Rates Resolution (20-082)

Commissioner Scirocco moved and Mayor Kelly seconded to adopt the 2020 water and sewer rate resolution as previously distributed with the agenda.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Change Order No. 2 with Bellamy Construction Company, Inc. for Kaydeross Ave. West Water Main Upgrade (20-083)

Commissioner Scirocco advised this change order adjusts the contract price for unforeseen soil conditions causing additional drilling.

Commissioner Scirocco moved and Commissioner Madigan seconded for the mayor to sign change order number 2 with Bellamy Construction Company, Inc. for the Kaydeross Ave. West Water Main Upgrade in the amount of \$69,948.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Change Order No. 10 with MLB Construction Services for City Hall Renovation – General Construction (20-084)

Commissioner Scirocco advised this change order is for additional sheetrock between floors throughout the building for increased fire protection; changes to handrails and replacement of a door, etc. A complete itemized list is attached to the agenda.

Commissioner Scirocco moved and Commissioner Franck seconded for the mayor to sign change order number 10 with MLB Construction Services for City Hall Renovation – general construction in the amount of \$78,391.36.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Contract with RM Dalrymple Company, Inc. for Dispatch Building Project (20-085)

Commissioner Scirocco advised this is for the relocation of the existing fuel equipment to the new dispatch building.

Commissioner Scirocco moved and Commissioner Franck seconded for the mayor to sign a contract with RM Dalrymple Company, Inc. for the dispatch building project in the amount of \$34,784.57.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Change Order No. 5 with Collett Mechanical, Inc. for City Hall Renovation – HVAC (20-086)

Commissioner Scirocco advised this change order is for changes in the scope of work. Details are attached to the agenda.

Commissioner Scirocco moved and Commissioner Franck seconded for the mayor to sign change order number 5 with Collett Mechanical, Inc. for City Hall renovation – HVAC in the amount of \$44,936.16.

Ayes - All

Announcement: Appointment of City Engineer

Commissioner Scirocco announced he appointed Debbie Labreche as city engineer. She is a licensed professional engineer and has served as the assistant engineer for the City for the past 18 years. To their knowledge, Debbie is the first female engineer for the City of Saratoga Springs. She has all the qualities you want in a city engineer. He is proud to have worked with Debbie on the many improvements at the Canfield Casino.

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Contract with Dr. Jason Bernad for Medical Director (20-087)

Commissioner Dalton advised this is an annual agreement for the medical director.

Commissioner Dalton moved and Commissioner Scirocco seconded to authorize the mayor to sign an agreement with Dr. Jason Bernad as medical director.

Ayes – All

Set Public Hearing: Amend Chapter 225 of the City Code, Section 225-77; Schedule XII – Stop Intersections

Commissioner Dalton set a public hearing for Tuesday, March 17, 2020 at 6:55 p.m.

Set Public Hearing: Amend Chapter 225-12B & 225-69 of the City Code

Commissioner Dalton set a public hearing for Tuesday, March 17, 2020 at 6:55 p.m.

Discussion and Vote: Authorization to Increase Salary Range for Part-time Public Safety Laborer (20-088)

Commissioner Dalton advised they would like to increase the salary of the part-time public safety laborer by \$1.50 per hour. This was included in the 2020 budget.

Commissioner Dalton moved and Commissioner Scirocco seconded to increase the salary range for the part time laborer position from \$13.50 to \$15.00 per hour.

Ayes - All

Discussion and Vote: Approval to Pay Invoice to Elliott Enterprise in the Amount of \$4,098.02 (20-089)

Commissioner Dalton explained this is for repairs done on firefighter turnout gear. Work was done onsite.

Commissioner Dalton moved and Commissioner Franck seconded to approve to pay the invoice in the amount of \$4,098.02.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Contract with Stilsing Electric (20-090)

Commissioner Dalton advised this agreement is for when our traffic staff is not available.

Commissioner Dalton moved and Commissioner Scirocco seconded for the mayor to sign a contract with Stilsing Electric, Inc.

Ayes – All

Announcement: Annual Report 2019

Commissioner Dalton announced the Department of Public Safety Annual Report for 2019 is complete. A copy has been provided to the City Clerk's Office.

Announcement: Virus Preparedness

Commissioner Dalton read the following statement from Dr. Brooks:

"The number of cases worldwide is increasing but as of 3/3/20 there have been 2 proven cases of the COVID-19 infections in New York State. The NYS DOH is very active in preparations, as is each county's Public Health Departments. Saratoga County Public Health is very active and regularly reaching out to all those who are currently being impacted by preparations for this illness. Several meetings have occurred with key state holders to prepare for potentially infected individuals, including identification, methods of quarantine and methods of monitoring patients. The SSFD has been educated on the proper approach to manage a suspected case that best protects the staff and patient. Saratoga Hospital had developed a system wide policy and procedure approach for those patients potentially infected with this virus, but any policies and procedures are fluid as the situation changes. All are interacting with the CDC to keep as current as possible on the latest guidelines."

SUPERVISORS

Matt Veitch

Nothing at this time.

Tara Gaston

Nothing at this time.

ADJOURNMENT

There being no further business, Mayor Kelly adjourned the meeting at 8:01 p.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:

RESOLUTION
(For Expenditure from the INSURANCE RESERVE FUND)

WHEREAS, the City Council of the City of Saratoga Springs established the INSURANCE Reserve Fund on October 15, 2013 pursuant to New York State General Municipal Law § 6-n "to make expenditures for any loss, claim, action or judgment for which the City of Saratoga Springs is authorized or required to purchase or maintain insurance pursuant to said statute", and,

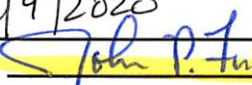
WHEREAS, certain property and casualty claims have been filed against the City, and said claims are below the City's property and casualty insurance deductible. Expenditures for said claims remain due and owing, and said claims are of a kind or type that may be lawfully paid from the City's INSURANCE Reserve Fund. The funds are needed to pay for out of pocket deductible expenses for the Department of Public Safety's automobile property damage claims.

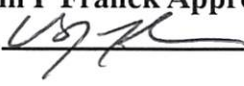
NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures not to exceed the amount of Thirty Six Thousand Dollars (\$36,000) is hereby approved as authorized as in accordance with the INSURANCE Reserve Fund to be placed in A3041934-54775.

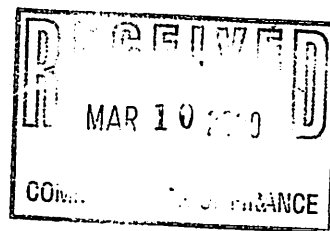
Ayes: ____ Nays: ____

Dated: *March 17, 2020*

Director Risk and Safety Request/Date:  3/9/2020

Commissioner of Accounts John P Franck Approval/Date:  3/9/20

City Attorney Approval/Date:  3/9/2020



LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
					LINE DESCRIPTION	EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2020	03	142 03/17/2020	031720	031720	BAIR BUA 031720BAIR	1	2		
1	A012	40511	PROPERTY TAX		USE OF RESTRICTED FUND BALANCE	-617,757.50	-36,000.00	-653,757.50	
	A	-01-2-0000-0-40511	-		DPS AUTO CLAIM	03/17/2020			
2	A3041934	54775	MEDICAL AND CASUALTY INSURANCE		SELF INSURANCE	10,000.00	36,000.00	46,000.00	
	A	-30-4-1930-4-54775	-		DPS AUTO CLAIM	03/17/2020			
					** JOURNAL TOTAL		0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: u05

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2020 3 142									
BUA A012-40511						USE OF RESTRICTED FUND BALANCE	5		36,000.00
	03/17/2020	031720BAIR	031720	031720BAIR		T DPS AUTO CLAIM			
BUA A3041934-54775						SELF INSURANCE	5	36,000.00	
	03/17/2020	031720BAIR	031720	031720BAIR		T DPS AUTO CLAIM			
								<hr/>	<hr/>
								.00	.00
BUA A-2960						APPROPRIATIONS			36,000.00
	03/17/2020	031720BAIR	031720	031720BAIR					
BUA A-1510						ESTIMATED REVENUES		36,000.00	
	03/17/2020	031720BAIR	031720	031720BAIR					
								<hr/>	<hr/>
SYSTEM GENERATED ENTRIES TOTAL								36,000.00	36,000.00
								<hr/>	<hr/>
JOURNAL 2020/03/142 TOTAL								36,000.00	36,000.00

03/13/2020 09:35
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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2020	3	142	03/17/2020			
	A-1510					ESTIMATED REVENUES	36,000.00	
	A-2960					APPROPRIATIONS		36,000.00
FUND TOTAL							36,000.00	36,000.00

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

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2020	03	150 03/17/2020	031720	031720BARG BUA	031720BARG	1	2		
1	A044	41588	DPS DEPARTMENTAL INCOME	PUBLIC SAFETY OTHER		-7,000.00	-5,700.00	-12,700.00	
	A	-04-4-0000-0-41588	-	COVER LEASE CAR PAYMENT		03/17/2020			
2	A3143124	54720	POLICE DEPARTMENT CS	SERVICE CONTRACTS - PROF SERV		95,700.00	5,700.00	101,400.00	
	A	-31-4-3120-4-54720	-	COVER LEASE CAR PAYMENT		03/17/2020			
3	A094	42680	DPS SALE OF PROP & COMP FOR INSURANCE RECOVERY			-11,070.59	-15,916.00	-26,986.59	
	A	-09-4-0000-0-42680	-	4212 2017 FORD EXPLORER CLAIM		03/17/2020			
4	A3143122	52400	POLICE DEPARTMENT EQ CAP OUTVEHICLES			36,000.00	15,916.00	51,916.00	
	A	-31-4-3120-2-52400	-	4212 2017 FORD EXPLORER CLAIM		03/17/2020			
5	A053	42230	DPW INTERGOVERNMENTAL CHARGES	GAS REIMBURSEMENT		.00	-181.61	-181.61	
	A	-05-3-0000-0-42230	-	PH NURSING GAS		03/17/2020			
6	A3335014	54520	STREETS CS	GAS & OIL		90,000.00	181.61	90,181.61	
	A	-33-3-5010-4-54520	-	PH NURSING GAS		03/17/2020			
7	A043	42158	DPW DEPARTMENTAL INCOME	STORM WATER POLLUTION PREVENTI		.00	-4,350.00	-4,350.00	
	A	-04-3-0000-0-42158	-	SWPPP RELATED EXPENSES		03/17/2020			
8	A3638164	54180	STORM WATER POLLUTION PROF SERV	OTHER SUPPLIES		.00	500.00	500.00	
	A	-36-3-8189-4-54180	-	SWPPP RELATED EXPENSES		03/17/2020			
9	A3638164	54230	STORM WATER POLLUTION PROF SERV	SWPPP RELATED EXPENSES		.00	100.00	100.00	
	A	-36-3-8189-4-54230	-			03/17/2020			
10	A3638164	54250	STORM WATER POLLUTION PROF SERV	CONFERENCE REGISTRATION		.00	550.00	550.00	
	A	-36-3-8189-4-54250	-	SWPPP RELATED EXPENSES		03/17/2020			
11	A3638164	54708	STORM WATER POLLUTION PROF SERV	LAB TESTING		.00	2,200.00	2,200.00	
	A	-36-3-8189-4-54708	-	SWPPP RELATED EXPENSES		03/17/2020			
12	A3638164	54720	STORM WATER POLLUTION PROF SERV	SERVICE CONTRACTS - PROF SERV		.00	1,000.00	1,000.00	
	A	-36-3-8189-4-54720	-	SWPPP RELATED EXPENSES		03/17/2020			
** JOURNAL TOTAL							0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2020	3	150	03/17/2020	ESTIMATED REVENUES	26,147.61	
	A-1510					APPROPRIATIONS		26,147.61
	A-2960							
FUND TOTAL							26,147.61	26,147.61

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

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2020 03	151	03/17/2020	031720	031720BTRG	BUA 031720BTRG	1	1		
1	A3618684	54250 8040	PLANNING AND ECON DEVELOP	CS CONFERENCE REGISTRATION		250.00	40.00	290.00	
	A	-36-1-8687-4-54250 -8040		CONFERENCE REGISTRATION		03/17/2020			
2	A3618684	54230	PLANNING AND ECON DEVELOP	CS DUES		1,700.00	-40.00	1,660.00	
	A	-36-1-8687-4-54230 -		CONFERENCE REGISTRATION		03/17/2020			
3	G3638114	54520	SEWER ADMINSTRAION	CS GAS & OIL		1,000.00	3,000.00	4,000.00	
	G	-36-3-8110-4-54520 -		GAS		03/17/2020			
4	G3638122	52300	SEWER PUMPING EQ CAP OUTLAY	MISCELLANEOUS EQUIPMENT		19,210.00	-3,000.00	16,210.00	
	G	-36-3-8120-2-52300 -		GAS		03/17/2020			
5	A3031442	52200	CITY ENGINEER'S OFFICE EQ	OFFICE EQUIPMENT		5,000.00	2,000.00	7,000.00	
	A	-30-3-1440-2-52200 -		PRINTER		03/17/2020			
6	A3031494	54720	COMM PUBLIC WORKS CS	SERVICE CONTRACTS - PROF SERV		2,000.00	-2,000.00	.00	
	A	-30-3-1490-4-54720 -		PRINTER		03/17/2020			
7	A3031442	52200	CITY ENGINEER'S OFFICE EQ	OFFICE EQUIPMENT		5,000.00	1,000.00	6,000.00	
	A	-30-3-1440-2-52200 -		PRINTER		03/17/2020			
8	A3031634	54610	VISITOR CENTER CS	VC REPAIRS & MAINTENANCE BUILD		12,000.00	-1,000.00	11,000.00	
	A	-30-3-1621-4-54610 -		PRINTER		03/17/2020			
9	A3335654	54650	OFF STREET PARKING CS	UTILITIES		2,000.00	3,000.00	5,000.00	
	A	-33-3-5650-4-54650 -		UTILITIES		03/17/2020			
10	A3031654	54610	CITY GARAGE CS	REPAIRS & MAINTENANCE BUILDING		18,000.00	-3,000.00	15,000.00	
	A	-30-3-1623-4-54610 -		UTILITIES		03/17/2020			
11	A3143124	54720	POLICE DEPARTMENT CS	SERVICE CONTRACTS - PROF SERV		95,700.00	471.35	96,171.35	
	A	-31-4-3120-4-54720 -		COVER ADDITIONAL EXPENSES		03/17/2020			
12	A3143124	54740	POLICE DEPARTMENT CS	SERVICE CONTRACTS - EQUIPMENT		79,000.00	-471.35	78,528.65	
	A	-31-4-3120-4-54740 -		COVER ADDITIONAL EXPENSES		03/17/2020			
13	E3577184	54760	CITY CENTER EXPANSION CS	LEGAL		5,000.00	5,000.00	10,000.00	
	E	-35-7-7182-4-54760 -		COVER ADDITIONAL EXPENSES		03/17/2020			
14	E3579787	57029	OTHER DEBT, INTEREST	NON OPERATING INETERST EXPENSE		.00	1,000.00	1,000.00	
	E	-35-7-9789-7-57029 -		COVER ADDITIONAL EXPENSES		03/17/2020			
15	E3577164	54720	CITY CENTER AUTHORITY CS	SERVICE CONTRACTS - PROF SERV		135,000.00	-6,000.00	129,000.00	
	E	-35-7-7160-4-54720 -		COVER ADDITIONAL EXPENSES		03/17/2020			
** JOURNAL TOTAL							0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: u05

YEAR PER	JNL									
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT	
2020 3 151										
BUA A3618684-54250-8040	03/17/2020	031720BTRG	031720	031720BTRG		CONFERENCE REGISTRATION	5	40.00		
						CONFERENCE REGISTRATION				
BUA A3618684-54230	03/17/2020	031720BTRG	031720	031720BTRG		DUES	5		40.00	
BUA G3638114-54520	03/17/2020	031720BTRG	031720	031720BTRG		CONFERENCE REGISTRATION	T			
						GAS & OIL	5	3,000.00		
BUA G3638122-52300	03/17/2020	031720BTRG	031720	031720BTRG		GAS	T			
						MISCELLANEOUS EQUIPMENT	5		3,000.00	
BUA A3031442-52200	03/17/2020	031720BTRG	031720	031720BTRG		GAS	T			
						OFFICE EQUIPMENT	5	2,000.00		
BUA A3031494-54720	03/17/2020	031720BTRG	031720	031720BTRG		PRINTER	T			
						SERVICE CONTRACTS - PROF SERV	5		2,000.00	
BUA A3031442-52200	03/17/2020	031720BTRG	031720	031720BTRG		PRINTER	T			
						OFFICE EQUIPMENT	5	1,000.00		
BUA A3031634-54610	03/17/2020	031720BTRG	031720	031720BTRG		PRINTER	T			
						VC REPAIRS & MAINTENANCE BUILD	5		1,000.00	
BUA A3335654-54650	03/17/2020	031720BTRG	031720	031720BTRG		PRINTER	T			
						UTILITIES	5	3,000.00		
BUA A3031654-54610	03/17/2020	031720BTRG	031720	031720BTRG		UTILITIES	T			
						REPAIRS & MAINTENANCE BUILDING	5		3,000.00	
BUA A3143124-54720	03/17/2020	031720BTRG	031720	031720BTRG		UTILITIES	T			
						SERVICE CONTRACTS - PROF SERV	5	471.35		
BUA A3143124-54740	03/17/2020	031720BTRG	031720	031720BTRG		COVER ADDITIONAL EXPENSES	T			
						SERVICE CONTRACTS - EQUIPMENT	5		471.35	
BUA E3577184-54760	03/17/2020	031720BTRG	031720	031720BTRG		COVER ADDITIONAL EXPENSES	T			
						LEGAL	5	5,000.00		
BUA E3579787-57029	03/17/2020	031720BTRG	031720	031720BTRG		COVER ADDITIONAL EXPENSES	T			
						NON OPERATING INETERST EXPENSE	5	1,000.00		
BUA E3577164-54720	03/17/2020	031720BTRG	031720	031720BTRG		COVER ADDITIONAL EXPENSES	T			
						SERVICE CONTRACTS - PROF SERV	5		6,000.00	
						COVER ADDITIONAL EXPENSES	T			
JOURNAL 2020/03/151 TOTAL								.00	.00	

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

03/05/2020 09:02
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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 1
apinvent

CLERK: u101 BATCH: 3167

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
200314	001	ENETRPRISE RENTAL CA	1.00	0.00	1.00	0.00	0	VAN RENTAL

03/05/2020 09:02 | CITY OF SARATOGA SPRINGS LIVE
u101 | 20MMMAR1

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| apinvent

CLERK: u101 BATCH: 3167

NEW INVOICES

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

8451	00000 ENETRPRISE RENTA	176771	200314	177997	20MMMAR1	2,600.00	.00	.00	
		176771							

CASH A	2020/03	INV 03/05/2020	SEP-CHK: N	DISC: .00		H3031492	52000	1141	2,600.00	1099:
ACCT 1200	DEPT 2000	DUE 03/05/2020	DESC:RENTAL							
2202 ROUTE 50 SOUTH	SARATOGA SPRINGS NY	12866								

1 APPROVED UNPAID INVOICES	TOTAL	2,600.00
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1 INVOICE(S)	REPORT POST TOTAL	2,600.00
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03/05/2020 09:02
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 CITY OF SARATOGA SPRINGS LIVE
 20MWMAR1

 P 3
 apinvent

CLERK: u101 BATCH: 3167

ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2020 03	H3031492 H	-30-3-1490-2-52000 -1141	CAPITAL PROJECT	2,600.00	317,316.30
REPORT TOTALS				2,600.00	

03/05/2020 09:02 | CITY OF SARATOGA SPRINGS LIVE
u101 | 20MWMAR1

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apinvent

CLERK: u101

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020 3 31	API H3031492-52000-1141	03/05/2020 W 20MWMAR1	008451 200314			176771	CAPITAL PROJECT OUTLAY RENTAL		2,600.00	
POL H3031492-52000-1141	03/05/2020 LIQ/INV	008451 200314				176771	CAPITAL PROJECT OUTLAY RENTAL	4 2020		2,600.00
GENERAL LEDGER TOTAL									2,600.00	.00
API H-2600	03/05/2020 W 20MWMAR1	B 3167					ACCOUNTS PAYABLE			2,600.00
POL H-1521	03/05/2020 W 20MWMAR1	B 3167					ENCUMBRANCES			2,600.00
POL H-2963	03/05/2020 W 20MWMAR1	B 3167					BUDGETARY FUND BALANCE RES ENC		2,600.00	
SYSTEM GENERATED ENTRIES TOTAL									2,600.00	5,200.00
JOURNAL 2020/03/31 TOTAL									5,200.00	5,200.00
2020 3 31	API H-1522	03/05/2020 W 20MWMAR1	B 3167				EXPENDITURES		2,600.00	

03/05/2020 09:02
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CITY OF SARATOGA SPRINGS LIVE
20MWMAR1

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
H	CAPITAL PROJECTS FUND	2020	3	31	03/05/2020			
	H-1521					ENCUMBRANCES		2,600.00
	H-1522					EXPENDITURES	2,600.00	
	H-2600					ACCOUNTS PAYABLE		2,600.00
	H-2963					BUDGETARY FUND BALANCE RES ENC	2,600.00	
						FUND TOTAL	5,200.00	5,200.00

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

03/10/2020 10:40
u101

CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 1
apinvent

CLERK: u101 BATCH: 3170

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION	
200214	001	TVC ALBANY, INC.	1.00	0.00	0.00	1.00	8	2020 MONTHLY GIBER LEASE	\$990.00/MO

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NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED UNPAID INVOICES TO BE POSTED									
1927 00001 VERIZON	176801 176801		176801	20MMWMAR2	85.04	.00	.00		
CASH A 2020/03 INV 03/10/2020 ACCT 1200 DEPT 4000 DUE 03/11/2020 P O BOX 15124 ALBANY NY 12212-5124						A3143414 54670	85.04	1099:	
6575 00003 DIRECT ENERGY BU	176774 176774		178000	20MMWMAR2	12,500.74	.00	.00		
CASH A 2020/03 INV 03/10/2020 ACCT 1200 DEPT 3000 DUE 03/11/2020 P.O. BOX 32179 NEW YORK NY 10087-2179						G3638124 54650 A3031624 54650 A3031634 54650 A3031654 54650 A3567144 54650 F3638334 54650 G3638124 54650 G3638124 54650 G3638124 54650 G3638124 54650 G3638124 54650 A3537114 54650 A3567194 54650 G3638124 54650 G3638124 54650	8.87 2,852.15 446.76 1,589.80 883.55 652.01 .36 10.69 48.72 34.72 223.00 2,369.62 3,093.98 4.07 282.44	1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099:	
24 00001 ADIRONDACK TRUST	176775 3/15/2020		178001	20MMWMAR2	22.22	.00	.00		
CASH A 2020/03 INV 03/10/2020 ACCT 1200 DEPT 7000 DUE 03/11/2020 473 BROADWAY SARATOGA SPRINGS NY 12866						E3579787 57029	22.22	1099:	
6575 00003 DIRECT ENERGY BU	176776 176776		178002	20MMWMAR2	1,106.58	.00	.00		
CASH A 2020/03 INV 03/10/2020 ACCT 1200 DEPT 4000 DUE 03/11/2020 P.O. BOX 32179 NEW YORK NY 10087-2179						A3143414 54650	1,106.58	1099:	
6575 00003 DIRECT ENERGY BU	176777 HS01723780		178003	20MMWMAR2	6,395.22	.00	.00		
CASH A 2020/03 INV 03/10/2020 ACCT 1200 DEPT 7000 DUE 03/11/2020 P.O. BOX 32179 NEW YORK NY 10087-2179						E3577164 54650	6,395.22	1099:	

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7828	00000 GUARDIAN	176778 MARCH 2020		178004	20MWMAR2	8,900.13		.00	.00		
CASH A	2020/03	INV 03/10/2020	SEP-CHK: N	DISC: .00		A3011478	58016		42.00	1099:	
ACCT 1200	DEPT 1000	DUE 03/11/2020	DESC:00 544643			A3719068	58016		696.70	1099:	
PO BOX 824404	PHILADELPHIA PA 19182-4404					A3729068	58016		140.64	1099:	
						A3739068	58016		2,392.07	1099:	
						F3739068	58016		738.37	1099:	
						G3739068	58016		360.83	1099:	
						A3749068	58016		3,820.44	1099:	
						A3759068	58016		291.28	1099:	
						A3769068	58016		375.80	1099:	
						A3769068	58016	3000	42.00	1099:	
7199	00001 CONSTELLATION EN	176779 176779		178005	20MWMAR2	24,325.89		.00	.00		
CASH A	2020/03	INV 03/10/2020	SEP-CHK: N	DISC: .00		A3537224	54750		.16	1099:	
ACCT 1200	DEPT 3000	DUE 03/11/2020	DESC:DPW			F3638324	54650		.53	1099:	
PO BOX 4640	CAROL STREAM IL 60197-4640					A3567144	54650	3000	4.37	1099:	
						A3567144	54650	3000	37.13	1099:	
						A3335184	54750		57.48	1099:	
						A3335184	54750		57.48	1099:	
						G3638124	54650		83.64	1099:	
						A3416314	54650		114.37	1099:	
						A3031634	54650		115.44	1099:	
						A3537114	54650		136.42	1099:	
						A3335184	54750		173.45	1099:	
						A3567144	54650	3000	205.73	1099:	
						A3031654	54650		228.00	1099:	
						A3638194	54650		350.89	1099:	
						A3335654	54650		469.57	1099:	
						G3638124	54650		575.37	1099:	
						G3638124	54650		577.93	1099:	
						A3537114	54650		720.53	1099:	
						A3031654	54650		1,024.91	1099:	
						A3567174	54650	3000	1,419.11	1099:	
						G3638124	54650		1,672.83	1099:	
						A3031624	54650		2,582.53	1099:	
						A3335184	54750		2,806.10	1099:	
						A3335184	54750		4,731.71	1099:	
						A3567194	54650	3000	6,180.21	1099:	

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7199	00001 CONSTELLATION EN	176780 176780		178006	20MWMAR2	1,133.65		.00	.00		
CASH A	2020/03	INV 03/10/2020	SEP-CHK: N	DISC: .00		A3143124	54650		9.10	1099:	
ACCT 1200	DEPT 4000	DUE 03/11/2020	DESC:DPS			A3143314	54751		9.91	1099:	
PO BOX 4640	CAROL STREAM IL	60197-4640				A3143314	54751		17.31	1099:	
						A3143314	54751		21.63	1099:	
						A3143314	54751		22.69	1099:	
						A3143314	54751		27.48	1099:	
						A3143314	54751		29.25	1099:	
						A3143314	54751		31.00	1099:	
						A3143314	54751		40.37	1099:	
						A3143314	54751		43.52	1099:	
						A3143314	54751		61.47	1099:	
						A3143314	54650		183.67	1099:	
						A3143414	54650		636.25	1099:	
319	00001 NATIONAL GRID	176781 176781		178007	20MWMAR2	43,512.68		.00	.00		
CASH A	2020/03	INV 03/10/2020	SEP-CHK: N	DISC: .00		A3567194	54650	3000	22.17	1099:	
ACCT 1200	DEPT 3000	DUE 03/11/2020	DESC:DPW			A3335654	54650		49.26	1099:	
P.O. BOX 4706	SYRACUSE NY	13221-4706				A3567144	54650	3000	57.27	1099:	
						A3567144	54650	3000	61.31	1099:	
						A3567144	54650	3000	66.42	1099:	
						A3567144	54650	3000	69.10	1099:	
						G3638124	54650		70.38	1099:	
						A3031654	54650		94.51	1099:	
						G3638124	54650		130.35	1099:	
						F3638324	54650		165.45	1099:	
						A3416314	54650		212.25	1099:	
						G3638124	54650		252.08	1099:	
						A3031654	54650		286.91	1099:	
						A3638194	54650		297.79	1099:	
						A3031634	54650		315.55	1099:	
						G3638124	54650		367.20	1099:	
						F3638334	54650		437.51	1099:	
						A3567174	54650	3000	564.42	1099:	
						G3638124	54650		605.80	1099:	
						G3638124	54650		846.07	1099:	
						A3031654	54650		973.76	1099:	
						A3537114	54650		1,165.56	1099:	
						F3638334	54650		1,222.51	1099:	
						A3031624	54650		1,281.15	1099:	
						A3567194	54650	3000	1,310.15	1099:	
						A3335184	54750		1,685.78	1099:	
						A3335184	54750		3,183.51	1099:	
						A3335184	54750		27,718.46	1099:	

NEW INVOICES

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
1831	00001 VERIZON WIRELESS	176820 9849043749		178047	20MWMAR2	1,134.56		.00	.00		
CASH A	2020/03	INV 03/10/2020	SEP-CHK: N	DISC: .00		A3031444	54670		16.32	1099:	
ACCT 1200	DEPT 3000	DUE 03/11/2020	DESC:642000522-00001			A3031444	54670		16.32	1099:	
P O BOX 408	NEWARK NJ 07101-0408					A3031444	54670		36.32	1099:	
						A3031444	54670		36.32	1099:	
						A3031444	54670		36.32	1099:	
						A3031444	54670		36.32	1099:	
						A3031444	54670		26.97	1099:	
						A3031444	54670		36.32	1099:	
						A3031494	54670		36.32	1099:	
						A3031654	54670		16.58	1099:	
						A3335014	54670		36.32	1099:	
						A3335014	54670		36.32	1099:	
						A3335014	54670		36.32	1099:	
						A3335014	54670		40.32	1099:	
						A3335014	54670		16.58	1099:	
						A3335014	54670		100.32	1099:	
						A3335014	54670		35.20	1099:	
						A3335014	54670		18.77	1099:	
						A3335014	54670		73.52	1099:	
						A3335014	54670		61.94	1099:	
						A3537114	54670		16.58	1099:	
						A3567144	54670	3000	36.32	1099:	
						A3638194	54670		16.32	1099:	
						F3638334	54670		18.77	1099:	
						F3638334	54670		62.76	1099:	
						F3638344	54670		40.32	1099:	
						F3638344	54670		40.01	1099:	
						G3638124	54670		22.06	1099:	
						A3335014	54670		232.82	1099:	
						A3335014	54670		35.20	1099:	
						G3638124	54670		-100.00	1099:	
1831	00001 VERIZON WIRELESS	176821 98490873438		178048	20MWMAR2	1,146.92		.00	.00		
CASH A	2020/03	INV 03/10/2020	SEP-CHK: N	DISC: .00		A3143124	54670		1,146.92	1099:	
ACCT 1200	DEPT 4000	DUE 03/11/2020	DESC:842249443-0001								
P O BOX 408	NEWARK NJ 07101-0408										
48 APPROVED UNPAID INVOICES				TOTAL		122,305.46					
48 INVOICE(S)				REPORT POST TOTAL		122,305.46					

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2020 03	A3011214 A	-30-1-1210-4-54670 -	PHONES	111.74	1,630.86
	A3011434 A	-30-1-1430-4-54671 -	PHONES & FAX	29.44	1,200.56
	A3011474 A	-30-1-1431-4-54671 -	PHONES & FAX	88.32	1,907.23
	A3011474 A	-30-1-1431-4-54774 -	LIFE INSURANCE	4.00	36.00
	A3011478 A	-30-1-1431-8-58016 -	DENTAL PREMIUMS	42.00	384.00
	A3011654 A	-30-1-1650-4-54670 -	PHONES	499.46	9,576.09
	A3021694 A	-30-2-1681-4-54670 -	PHONES	733.78	159.56
	A3031444 A	-30-3-1440-4-54670 -	PHONES	212.41	839.24
	A3031494 A	-30-3-1490-4-54670 -	PHONES	68.99	2,156.68
	A3031624 A	-30-3-1620-4-54650 -	UTILITIES	6,715.83	5,784.60
	A3031634 A	-30-3-1621-4-54650 -	VC UTILITIES	877.75	2,289.13
	A3031654 A	-30-3-1623-4-54650 -	UTILITIES	5,404.64	8,392.25
	A3031654 A	-30-3-1623-4-54670 -	PHONES	161.35	3,601.95
	A3051354 A	-30-5-1355-4-54740 -	SERVICE CONTRAC	3,415.29	184.71
	A3051414 A	-30-5-1410-4-54573 -	RISK-SAFETY PRO	80.02	43,844.07
	A3051414 A	-30-5-1410-4-54671 -	PHONES & FAX	129.91	1,945.25
	A3143124 A	-31-4-3120-4-54650 -	UTILITIES	83.42	932.92
	A3143124 A	-31-4-3120-4-54670 -	PHONES	1,611.07	39,633.29
	A3143124 A	-31-4-3120-4-54720 -	SERVICE CONTRAC	1,249.88	509.22
	A3143124 A	-31-4-3120-4-54740 -	SERVICE CONTRAC	132.80	77,950.53
	A3143314 A	-31-4-3310-4-54650 -	UTILITIES	183.67	1,647.98
	A3143314 A	-31-4-3310-4-54740 -	SERVICE CONTRAC	99.99	900.03
	A3143314 A	-31-4-3310-4-54751 -	UTILITIES TRAFF	1,776.81	21,358.68
	A3143414 A	-31-4-3410-4-54650 -	UTILITIES	2,499.65	10,130.89
	A3143414 A	-31-4-3410-4-54670 -	PHONES	2,219.18	23,414.61
	A3335014 A	-33-3-5010-4-54670 -	PHONES	723.63	2,482.06
	A3335184 A	-33-3-5182-4-54750 -	STREET LIGHTING	40,413.97	392,618.55
	A3335654 A	-33-3-5650-4-54650 -	UTILITIES	518.83	104.51
	A3335654 A	-33-3-5650-4-54670 -	PHONES	142.46	916.60
	A3416314 A	-34-1-6310-4-54650 -	UTILITIES	326.62	3,319.24
	A3517514 A	-35-1-7510-4-54670 -	PHONES	68.68	608.10
	A3537114 A	-35-3-7110-4-54650 -	UTILITIES	4,392.13	20,886.34
	A3537114 A	-35-3-7110-4-54670 -	PHONES	82.57	334.83
	A3537214 A	-35-3-7200-4-54670 -	PHONES	33.63	307.99
	A3537224 A	-35-3-7113-4-54750 -	STREET LIGHTING	.16	499.84
	A3567144 A	-35-6-7140-4-54650 -3000	UTILITIES	1,384.88	8,057.33
	A3567144 A	-35-6-7140-4-54670 -3000	PHONES	36.32	227.36
	A3567174 A	-35-6-7171-4-54650 -3000	UTILITIES	1,983.53	4,959.76
	A3567174 A	-35-6-7171-4-54670 -3000	PHONES	118.96	2,763.43
	A3567194 A	-35-6-7181-4-54650 -3000	UTILITIES	10,606.51	9,269.98
	A3567194 A	-35-6-7181-4-54670 -3000	PHONES	162.08	1,176.81
	A3638184 A	-36-3-8180-4-54670 -	PHONES	90.56	702.03
	A3638194 A	-36-3-8185-4-54650 -	UTILITIES	648.68	2,636.29
	A3638194 A	-36-3-8185-4-54670 -	PHONES	16.32	267.36
	A3719044 A	-37-1-9045-4-54774 -	LIFE INSURANCE	76.00	684.00
	A3719068 A	-37-1-9060-8-58013 -	HRA ADMINISTRAT	16.35	621.30
	A3719068 A	-37-1-9060-8-58016 -	DENTAL PREMIUMS	696.70	5,637.92
	A3729044 A	-37-2-9045-4-54774 -	LIFE INSURANCE	48.00	392.00
	A3729068 A	-37-2-9060-8-58016 -	DENTAL PREMIUMS	140.64	3,195.02
	A3739044 A	-37-3-9045-4-54774 -	LIFE INSUARNCE	323.86	2,898.74
	A3739068 A	-37-3-9060-8-58013 -	HRA ADMINISTRAT	87.20	4,272.80

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
		A3739068 A	-37-3-9060-8-58016 -		
		A3749044 A	-37-4-9045-4-54774 -		
		A3749068 A	-37-4-9060-8-58013 -		
		A3749068 A	-37-4-9060-8-58016 -		
		A3749098 A	-37-4-9090-8-58015 -		
		A3759044 A	-37-5-9045-4-54774 -		
		A3759068 A	-37-5-9060-8-58013 -		
		A3759068 A	-37-5-9060-8-58016 -		
		A3769044 A	-37-6-9045-4-54774 -		
		A3769044 A	-37-6-9045-4-54774 -3000		
		A3769068 A	-37-6-9060-8-58016 -		
		A3769068 A	-37-6-9060-8-58016 -3000		
		E3577164 E	-35-7-7160-4-54650 -		
		E3577164 E	-35-7-7160-4-54670 -		
		E3579787 E	-35-7-9789-7-57029 -		
		F3638324 F	-36-3-8320-4-54650 -		
		F3638334 F	-36-3-8330-4-54650 -		
		F3638334 F	-36-3-8330-4-54670 -		
		F3638344 F	-36-3-8340-4-54670 -		
		F3739044 F	-37-3-9045-4-54774 -		
		F3739068 F	-37-3-9060-8-58016 -		
		G3638124 G	-36-3-8120-4-54650 -		
		G3638124 G	-36-3-8120-4-54670 -		
		G3739044 G	-37-3-9045-4-54774 -		
		G3739068 G	-37-3-9060-8-58016 -		
			DENTAL PREMIUMS	2,392.07	15,866.80
			LIFE INSURANCE	331.20	3,311.60
			HRA ADMINISTRAT	670.35	7,096.30
			DENTAL PREMIUMS	3,820.44	29,001.53
			FSA ADMINISTRAT	75.00	400.00
			LIFE INSURANCE	36.00	324.00
			HRA ADMINISTRAT	10.90	502.20
			DENTAL PREMIUMS	291.28	1,811.16
			LIFE INSURANCE	20.00	228.00
			LIFE INSURANCE	36.00	416.00
			DENTAL PREMIUMS	375.80	4,405.60
			DENTAL PREMIUMS	42.00	379.00
			UTILITIES	12,240.30	136,797.46
			PHONES	290.60	7,854.15
			NON OPERATING I	22.22	-22.22
			UTILITIES	165.98	39,423.69
			UTILITIES	2,312.03	381,522.63
			PHONES	580.77	2,986.29
			PHONES	80.33	419.67
			LIFE INSURANCE	72.86	685.74
			DENTAL PREMIUMS	738.37	6,306.44
			UTILITIES	5,794.52	35,040.29
			PHONES	-77.94	555.88
			LIFE INSURANCE	52.88	517.92
			DENTAL PREMIUMS	360.83	4,372.95
REPORT TOTALS				122,305.46	

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YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC			
2020 3 83										
API A3143414-54670						PHONES			85.04	
03/11/2020 W	20MWMAR2	001927			176801	251750651000198				
API G3638124-54650						UTILITIES			8.87	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API A3031624-54650						UTILITIES			2,852.15	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API A3031634-54650						VC UTILITIES			446.76	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API A3031654-54650						UTILITIES			1,589.80	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API A3567144-54650-3000						UTILITIES			883.55	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API F3638334-54650						UTILITIES			652.01	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API G3638124-54650						UTILITIES			.36	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API G3638124-54650						UTILITIES			10.69	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API G3638124-54650						UTILITIES			48.72	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API G3638124-54650						UTILITIES			34.72	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API G3638124-54650						UTILITIES			223.00	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API A3537114-54650						UTILITIES			2,369.62	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API A3567194-54650-3000						UTILITIES			3,093.98	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API G3638124-54650						UTILITIES			4.07	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API G3638124-54650						UTILITIES			282.44	
03/11/2020 W	20MWMAR2	006575			176774	DPW				
API E3579787-57029						NON OPERATING INETERST EXPENSE	Y		22.22	
03/11/2020 W	20MWMAR2	000024			176775	LOAN #353540				
API A3143414-54650						UTILITIES			1,106.58	
03/11/2020 W	20MWMAR2	006575			176776	DPS				
API E3577164-54650						UTILITIES			6,395.22	
03/11/2020 W	20MWMAR2	006575			176777	713390-49245				
API A3011478-58016						DENTAL PREMIUMS			42.00	
03/11/2020 W	20MWMAR2	007828			176778	00 544643				
API A3719068-58016						DENTAL PREMIUMS			696.70	
03/11/2020 W	20MWMAR2	007828			176778	00 544643				
API A3729068-58016						DENTAL PREMIUMS			140.64	
03/11/2020 W	20MWMAR2	007828			176778	00 544643				
API A3739068-58016						DENTAL PREMIUMS			2,392.07	
03/11/2020 W	20MWMAR2	007828			176778	00 544643				
API F3739068-58016						DENTAL PREMIUMS			738.37	

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YEAR PER JNL										
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
API G3739068-58016	03/11/2020 W	20MWMAR2	007828		176778	00 544643 DENTAL PREMIUMS		360.83		
API A3749068-58016	03/11/2020 W	20MWMAR2	007828		176778	00 544643 DENTAL PREMIUMS		3,820.44		
API A3759068-58016	03/11/2020 W	20MWMAR2	007828		176778	00 544643 DENTAL PREMIUMS		291.28		
API A3769068-58016	03/11/2020 W	20MWMAR2	007828		176778	00 544643 DENTAL PREMIUMS		375.80		
API A3769068-58016-3000	03/11/2020 W	20MWMAR2	007828		176778	00 544643 DENTAL PREMIUMS		42.00		
API A3537224-54750	03/11/2020 W	20MWMAR2	007199		176779	STREET LIGHTING DPW		.16		
API F3638324-54650	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		.53		
API A3567144-54650-3000	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		4.37		
API A3567144-54650-3000	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		37.13		
API A3335184-54750	03/11/2020 W	20MWMAR2	007199		176779	STREET LIGHTING DPW		57.48		
API A3335184-54750	03/11/2020 W	20MWMAR2	007199		176779	STREET LIGHTING DPW		57.48		
API G3638124-54650	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		83.64		
API A3416314-54650	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		114.37		
API A3031634-54650	03/11/2020 W	20MWMAR2	007199		176779	VC UTILITIES DPW		115.44		
API A3537114-54650	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		136.42		
API A3335184-54750	03/11/2020 W	20MWMAR2	007199		176779	STREET LIGHTING DPW		173.45		
API A3567144-54650-3000	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		205.73		
API A3031654-54650	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		228.00		
API A3638194-54650	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		350.89		
API A3335654-54650	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		469.57		
API G3638124-54650	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		575.37		
API G3638124-54650	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		577.93		
API A3537114-54650	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		720.53		
API A3031654-54650	03/11/2020 W	20MWMAR2	007199		176779	UTILITIES DPW		1,024.91		

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3567174-54650-3000						UTILITIES		1,419.11	
	03/11/2020 W	20MWMAR2	007199			176779	DPW			
API	G3638124-54650						UTILITIES		1,672.83	
	03/11/2020 W	20MWMAR2	007199			176779	DPW			
API	A3031624-54650						UTILITIES		2,582.53	
	03/11/2020 W	20MWMAR2	007199			176779	DPW			
API	A3335184-54750						STREET LIGHTING		2,806.10	
	03/11/2020 W	20MWMAR2	007199			176779	DPW			
API	A3335184-54750						STREET LIGHTING		4,731.71	
	03/11/2020 W	20MWMAR2	007199			176779	DPW			
API	A3567194-54650-3000						UTILITIES		6,180.21	
	03/11/2020 W	20MWMAR2	007199			176779	DPW			
API	A3143124-54650						UTILITIES		9.10	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		9.91	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		17.31	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		21.63	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		22.69	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		27.48	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		29.25	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		31.00	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		40.37	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		43.52	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3143314-54751						UTILITIES TRAFFIC LIGHTS		61.47	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3143314-54650						UTILITIES		183.67	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3143414-54650						UTILITIES		636.25	
	03/11/2020 W	20MWMAR2	007199			176780	DPS			
API	A3567194-54650-3000						UTILITIES		22.17	
	03/11/2020 W	20MWMAR2	000319			176781	DPW			
API	A3335654-54650						UTILITIES		49.26	
	03/11/2020 W	20MWMAR2	000319			176781	DPW			
API	A3567144-54650-3000						UTILITIES		57.27	
	03/11/2020 W	20MWMAR2	000319			176781	DPW			
API	A3567144-54650-3000						UTILITIES		61.31	
	03/11/2020 W	20MWMAR2	000319			176781	DPW			
API	A3567144-54650-3000						UTILITIES		66.42	
	03/11/2020 W	20MWMAR2	000319			176781	DPW			
API	A3567144-54650-3000						UTILITIES		69.10	

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SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
API G3638124-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		70.38		
API A3031654-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		94.51		
API G3638124-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		130.35		
API F3638324-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		165.45		
API A3416314-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		212.25		
API G3638124-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		252.08		
API A3031654-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		286.91		
API A3638194-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		297.79		
API A3031634-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						VC UTILITIES		315.55		
API G3638124-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		367.20		
API F3638334-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		437.51		
API A3567174-54650-3000	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		564.42		
API G3638124-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		605.80		
API G3638124-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		846.07		
API A3031654-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		973.76		
API A3537114-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		1,165.56		
API F3638334-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		1,222.51		
API A3031624-54650	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		1,281.15		
API A3567194-54650-3000	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES		1,310.15		
API A3335184-54750	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						STREET LIGHTING		1,685.78		
API A3335184-54750	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						STREET LIGHTING		3,183.51		
API A3335184-54750	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						STREET LIGHTING		27,718.46		
API A3143314-54751	03/11/2020 W	20MWMAR2	000319		176781	DPW				
						UTILITIES TRAFFIC LIGHTS		54.84		
API A3143124-54650	03/11/2020 W	20MWMAR2	000319		176782	DPS				
						UTILITIES		74.32		
	03/11/2020 W	20MWMAR2	000319		176782	DPS				

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3143314-54751	03/11/2020 W	20MWMAR2	000319		176782	UTILITIES TRAFFIC LIGHTS DPS		90.34	
API	A3143314-54751	03/11/2020 W	20MWMAR2	000319		176782	UTILITIES TRAFFIC LIGHTS DPS		118.80	
API	A3143314-54751	03/11/2020 W	20MWMAR2	000319		176782	UTILITIES TRAFFIC LIGHTS DPS		131.39	
API	A3143314-54751	03/11/2020 W	20MWMAR2	000319		176782	UTILITIES TRAFFIC LIGHTS DPS		149.30	
API	A3143314-54751	03/11/2020 W	20MWMAR2	000319		176782	UTILITIES TRAFFIC LIGHTS DPS		158.60	
API	A3143314-54751	03/11/2020 W	20MWMAR2	000319		176782	UTILITIES TRAFFIC LIGHTS DPS		160.53	
API	A3143314-54751	03/11/2020 W	20MWMAR2	000319		176782	UTILITIES TRAFFIC LIGHTS DPS		170.23	
API	A3143314-54751	03/11/2020 W	20MWMAR2	000319		176782	UTILITIES TRAFFIC LIGHTS DPS		184.72	
API	A3143314-54751	03/11/2020 W	20MWMAR2	000319		176782	UTILITIES TRAFFIC LIGHTS DPS		221.08	
API	A3143414-54650	03/11/2020 W	20MWMAR2	000319		176782	UTILITIES DPS		756.82	
API	E3577164-54650	03/11/2020 W	20MWMAR2	000319		176783	UTILITIES CITY CENTER		5,845.08	
API	A3031654-54650	03/11/2020 W	20MWMAR2	000319		176784	UTILITIES 200123153		1,206.75	
API	A3051354-54740	03/11/2020 W	20MWMAR2	004628		176785	SERVICE CONTRACTS - EQUIPMENT 2188		3,415.29	
API	A3143124-54740	03/11/2020 W	20MWMAR2	000223		176786	SERVICE CONTRACTS - EQUIPMENT 323252-1023244A3		59.58	
API	A3143124-54740	03/11/2020 W	20MWMAR2	000223		176787	SERVICE CONTRACTS - EQUIPMENT 4659909		73.22	
API	A3719068-58013	03/11/2020 W	20MWMAR2	006205		176788	HRA ADMINISTRATIVE FEE 2/28/2020		16.35	
API	A3739068-58013	03/11/2020 W	20MWMAR2	006205		176788	HRA ADMINISTRATIVE FEE 2/28/2020		87.20	
API	A3749068-58013	03/11/2020 W	20MWMAR2	006205		176788	HRA ADMINISTRATIVE FEE 2/28/2020		670.35	
API	A3759068-58013	03/11/2020 W	20MWMAR2	006205		176788	HRA ADMINISTRATIVE FEE 2/28/2020		10.90	
API	A3749098-58015	03/11/2020 W	20MWMAR2	006205		176788	FSA ADMINISTRATIVE FEE 2/28/2020		75.00	
API	A3011474-54774	03/11/2020 W	20MWMAR2	000200		176789	LIFE INSURANCE 000040370001		4.00	
API	A3719044-54774	03/11/2020 W	20MWMAR2	000200		176789	LIFE INSURANCE 000040370001		76.00	
API	A3729044-54774	03/11/2020 W	20MWMAR2	000200		176789	LIFE INSURANCE 000040370001		48.00	
API	A3739044-54774	03/11/2020 W	20MWMAR2	000200		176789	LIFE INSUARANCE 000040370001		323.86	
API	F3739044-54774						LIFE INSURANCE		72.86	

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API	G3739044-54774	03/11/2020 W	20MWMAR2	000200		176789	000040370001 LIFE INSURANCE		52.88	
API	A3749044-54774	03/11/2020 W	20MWMAR2	000200		176789	000040370001 LIFE INSURANCE		331.20	
API	A3759044-54774	03/11/2020 W	20MWMAR2	000200		176789	000040370001 LIFE INSURANCE		36.00	
API	A3769044-54774	03/11/2020 W	20MWMAR2	000200		176789	000040370001 LIFE INSURANCE		20.00	
API	A3769044-54774-3000	03/11/2020 W	20MWMAR2	000200		176789	000040370001 LIFE INSURANCE		36.00	
API	A3143314-54740	03/11/2020 W	20MWMAR2	007001		176790	SERVICE CONTRACTS - EQUIPMENT 013887001		99.99	
API	A3143124-54720	03/11/2020 W	20MWMAR2	007350	200214	176791	SERVICE CONTRACTS - PROF SERV 36454		1,249.88	
POL	A3143124-54720	03/11/2020 LIQ/INV	007350	200214		176791	SERVICE CONTRACTS - PROF SERV 4 36454 2020			1,249.88
API	A3011214-54670	03/11/2020 W	20MWMAR2	001927		176792	PHONES 251750637000189		7.52	
API	A3051414-54671	03/11/2020 W	20MWMAR2	001927		176793	PHONES & FAX 651750659000139		17.92	
API	A3143414-54670	03/11/2020 W	20MWMAR2	001927		176794	PHONES 651750654000142		28.34	
API	A3143314-54751	03/11/2020 W	20MWMAR2	001927		176795	UTILITIES TRAFFIC LIGHTS 251750662000161		32.35	
API	A3143124-54670	03/11/2020 W	20MWMAR2	001927		176796	PHONES 651750580000117		38.22	
API	A3143124-54670	03/11/2020 W	20MWMAR2	001927		176797	PHONES 651750534000189		38.22	
API	A3143124-54670	03/11/2020 W	20MWMAR2	001927		176798	PHONES 251750498000153		61.70	
API	F3638334-54670	03/11/2020 W	20MWMAR2	001927		176799	PHONES 251750581000185		61.77	
API	A3517514-54670	03/11/2020 W	20MWMAR2	001927		176800	PHONES 852367892000193		68.68	
API	A3031494-54670	03/11/2020 W	20MWMAR2	001927		176802	PHONES DPW		32.67	
API	A3638184-54670	03/11/2020 W	20MWMAR2	001927		176802	PHONES DPW		56.02	
API	A3143414-54670	03/11/2020 W	20MWMAR2	001927		176803	PHONES 651750666000189		91.65	
API	A3143414-54670	03/11/2020 W	20MWMAR2	001927		176804	PHONES DPS		98.89	
API	A3143414-54670	03/11/2020 W	20MWMAR2	001927		176805	PHONES DPS		130.63	
API	A3031444-54670	03/11/2020 W	20MWMAR2	001927		176806	PHONES DPW		7.52	
API	A3567194-54670-3000	03/11/2020 W	20MWMAR2	001927		176806	PHONES DPW		162.08	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3143414-54670						PHONES		190.74	
	03/11/2020 W	20MWMAR2	001927			176807	251747334000181			
API	A3143414-54670						PHONES		209.33	
	03/11/2020 W	20MWMAR2	001927			176808	651750648000166			
API	A3143124-54670						PHONES		326.01	
	03/11/2020 W	20MWMAR2	001927			176809	6517505630001475			
API	A3143414-54670						PHONES		377.79	
	03/11/2020 W	20MWMAR2	001927			176810	251747336000130			
API	A3031654-54670						PHONES		32.35	
	03/11/2020 W	20MWMAR2	001927			176811	DPW			
API	A3537114-54670						PHONES		33.34	
	03/11/2020 W	20MWMAR2	001927			176811	DPW			
API	A3537214-54670						PHONES		33.63	
	03/11/2020 W	20MWMAR2	001927			176811	DPW			
API	F3638334-54670						PHONES		134.83	
	03/11/2020 W	20MWMAR2	001927			176811	DPW			
API	F3638334-54670						PHONES		238.96	
	03/11/2020 W	20MWMAR2	001927			176811	DPW			
API	A3011654-54670						PHONES		499.46	
	03/11/2020 W	20MWMAR2	001927			176812	651750664000132			
API	A3031654-54670						PHONES		64.48	
	03/11/2020 W	20MWMAR2	001927			176813	DPW			
API	A3031654-54670						PHONES		47.94	
	03/11/2020 W	20MWMAR2	001927			176813	DPW			
API	A3335654-54670						PHONES		142.46	
	03/11/2020 W	20MWMAR2	001927			176813	DPW			
API	A3537114-54670						PHONES		32.65	
	03/11/2020 W	20MWMAR2	001927			176813	DPW			
API	A3567174-54670-3000						PHONES		118.96	
	03/11/2020 W	20MWMAR2	001927			176813	DPW			
API	A3638184-54670						PHONES		34.54	
	03/11/2020 W	20MWMAR2	001927			176813	DPW			
API	F3638334-54670						PHONES		63.68	
	03/11/2020 W	20MWMAR2	001927			176813	DPW			
API	A3011474-54671						PHONES & FAX		88.32	
	03/11/2020 W	20MWMAR2	001831			176814	842037333-00002			
API	A3011214-54670						PHONES		104.22	
	03/11/2020 W	20MWMAR2	001831			176815	842037333-00001			
API	A3011434-54671						PHONES & FAX		29.44	
	03/11/2020 W	20MWMAR2	001831			176815	842037333-00001			
API	A3051414-54671						PHONES & FAX		60.75	
	03/11/2020 W	20MWMAR2	001831			176816	ACCOUNTS			
API	A3051414-54671						PHONES & FAX		51.24	
	03/11/2020 W	20MWMAR2	001831			176816	ACCOUNTS			
API	A3051414-54573						RISK-SAFETY PROGRAMMING		80.02	
	03/11/2020 W	20MWMAR2	001831			176816	ACCOUNTS			
API	E3577164-54670						PHONES		290.60	
	03/11/2020 W	20MWMAR2	001831			176817	480169107-00001			
API	A3021694-54670						PHONES		733.78	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
	API A3143414-54670	03/11/2020 W	20MWMAR2	001831		176818	442028324-00002 PHONES		1,006.77	
	API A3031444-54670	03/11/2020 W	20MWMAR2	001831		176819	486851008-00001 PHONES		16.32	
	API A3031444-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		16.32	
	API A3031444-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		36.32	
	API A3031444-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		36.32	
	API A3031444-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		36.32	
	API A3031444-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		26.97	
	API A3031444-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		36.32	
	API A3031494-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		36.32	
	API A3031654-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		16.58	
	API A3335014-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		36.32	
	API A3335014-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		36.32	
	API A3335014-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		36.32	
	API A3335014-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		40.32	
	API A3335014-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		16.58	
	API A3335014-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		100.32	
	API A3335014-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		35.20	
	API A3335014-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		18.77	
	API A3335014-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		73.52	
	API A3335014-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		61.94	
	API A3537114-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		16.58	
	API A3567144-54670-3000	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		36.32	
	API A3638194-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		16.32	
	API F3638334-54670	03/11/2020 W	20MWMAR2	001831		176820	642000522-00001 PHONES		18.77	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API F3638334-54670		03/11/2020 W	20MWMAR2	001831		176820	PHONES 642000522-00001		62.76	
API F3638344-54670		03/11/2020 W	20MWMAR2	001831		176820	PHONES 642000522-00001		40.32	
API F3638344-54670		03/11/2020 W	20MWMAR2	001831		176820	PHONES 642000522-00001		40.01	
API G3638124-54670		03/11/2020 W	20MWMAR2	001831		176820	PHONES 642000522-00001		22.06	
API A3335014-54670		03/11/2020 W	20MWMAR2	001831		176820	PHONES 642000522-00001		232.82	
API A3335014-54670		03/11/2020 W	20MWMAR2	001831		176820	PHONES 642000522-00001		35.20	
API G3638124-54670		03/11/2020 W	20MWMAR2	001831		176820	PHONES 642000522-00001			100.00
API A3143124-54670		03/11/2020 W	20MWMAR2	001831		176821	PHONES 842249443-0001		1,146.92	
GENERAL LEDGER TOTAL									122,405.46	100.00
API A-2600		03/11/2020 W	20MWMAR2	B 3170			ACCOUNTS PAYABLE			99,671.71
API E-2600		03/11/2020 W	20MWMAR2	B 3170			ACCOUNTS PAYABLE			12,553.12
API F-2600		03/11/2020 W	20MWMAR2	B 3170			ACCOUNTS PAYABLE			3,950.34
API G-2600		03/11/2020 W	20MWMAR2	B 3170			ACCOUNTS PAYABLE			6,130.29
POL A-1521		03/11/2020 W	20MWMAR2	B 3170			ENCUMBRANCES			1,249.88
POL A-2963		03/11/2020 W	20MWMAR2	B 3170			BUDGETARY FUND BALANCE RES ENC		1,249.88	
SYSTEM GENERATED ENTRIES TOTAL									1,249.88	123,555.34
JOURNAL 2020/03/83 TOTAL									123,655.34	123,655.34
2020 3 83										
API A-1522		03/11/2020 W	20MWMAR2	B 3170			EXPENDITURES		99,671.71	
API E-1522		03/11/2020 W	20MWMAR2	B 3170			EXPENDITURES		12,553.12	
API F-1522		03/11/2020 W	20MWMAR2	B 3170			EXPENDITURES		3,950.34	
API G-1522		03/11/2020 W	20MWMAR2	B 3170			EXPENDITURES		6,130.29	

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2020	3	83	03/11/2020			
	A-1521					ENCUMBRANCES		1,249.88
	A-1522					EXPENDITURES	99,671.71	
	A-2600					ACCOUNTS PAYABLE		99,671.71
	A-2963					BUDGETARY FUND BALANCE RES ENC	1,249.88	
						FUND TOTAL	100,921.59	100,921.59
E	CITY CENTER AUTHORITY	2020	3	83	03/11/2020			
	E-1522					EXPENDITURES	12,553.12	
	E-2600					ACCOUNTS PAYABLE		12,553.12
						FUND TOTAL	12,553.12	12,553.12
F	WATER FUND	2020	3	83	03/11/2020			
	F-1522					EXPENDITURES	3,950.34	
	F-2600					ACCOUNTS PAYABLE		3,950.34
						FUND TOTAL	3,950.34	3,950.34
G	SEWER FUND	2020	3	83	03/11/2020			
	G-1522					EXPENDITURES	6,130.29	
	G-2600					ACCOUNTS PAYABLE		6,130.29
						FUND TOTAL	6,130.29	6,130.29

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

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	180002	001 TOWNE, RYAN & PARTNE	1.00	0.00	0.00	1.00	9	LEGAL SERVICES FOR ARTICLE 7 CCA 1
	180843	001 THE ARCHITECTURAL CO	1.00	0.00	0.00	1.00	9	CHANGE ORDER #1 DPW DISPATCH CCA 1
	180906	001 FITZGERALD MORRIS BA	1.00	0.00	0.00	1.00	9	LANDFILL ADDEDNUM 3 CCA 12/5/18
	190001	001 FITZGERALD MORRIS BA	1.00	0.00	0.00	1.00	8	ARTICLE 7 NOT TO EXCEED
	190002	001 TOWNE, RYAN & PARTNE	1.00	0.00	1.00	0.00	8	ARTICLE 7 NOT TO EXCEED
	190252	001 NEWMONT ELEVATOR ANA	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
	190350	001 PITTSFIELD COMMUNICA	12.00	1.00	11.00	0.00	0	MONTHLY SERVICE, REPAIR, AND MAINTEN
	190400	001 BOUND TREE MEDICAL L	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES CCA 4/2/
	190401	001 HENRY SCHEIN, INC.	1.00	0.00	1.00	0.00	0	EMERGENCY MEDICAL SUUPLIES CCA 4/2
	190402	001 MCKESSON MEDICAL-SUR	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES CCA 4/2/
	190489	001 BELLAMY CONSTRUCTION	1.00	0.00	0.00	1.00	8	KAYDEROSS AND NELSON WATER MAIN REPL
	190549	001 BLUESCOPE CONSTRUCTI	1.00	1.00	0.00	0.00	0	TEMPORARY FENCING NPOT TO EXCEED
	190557	001 MLB CONSTRUCTION SER	1.00	0.00	0.00	1.00	8	CITY HALL-GENERAL CONSTRUCTION PER R
	190558	001 COLLETT MECHANICAL,	1.00	0.00	0.00	1.00	8	CITY HALL-HVAC CONSTRUCTION PER RFP
	190574	001 DLC ELECTRIC, LLC	1.00	0.00	0.00	1.00	8	CITY HALL-ELECTRICAL CONSTRUCTION
	190578	001 COLLETT MECHANICAL,	1.00	0.00	1.00	0.00	0	CITY HALL-PLUMBING CONSTRUCTION PER
	190585	001 BPI MECHANICAL SERVI	1.00	0.00	0.00	1.00	8	PLUMBING MAINTENANCE AND SERVICES
	190586	001 BPI MECHANICAL SERVI	1.00	0.00	0.00	1.00	8	HVAC MAINTENANCE AND SERVICES PER R
	190590	001 M J ENGINEERING AND	1.00	0.00	0.00	1.00	8	ADDEDNUM 1 WATER MAINKAYDEROSSEROS
	190618	001 BLUESCOPE CONSTRUCTI	1.00	0.00	1.00	0.00	0	CHNAGE ORDER TWO EXCAVATION AND BAC
	190638	001 SIEWERT EQUIPMENT CO	1.00	0.00	1.00	0.00	0	REPLACE 2 PUMP WEAR ASSEMBLIES ON SI
	190655	001 FAMILY DANZ HEATING	1.00	0.00	0.00	1.00	8	DPW DISPATCH BUILDING-HVAC TILL 1/3
	190656	001 UPSTATE COMPANIES I,	1.00	0.00	1.00	0.00	0	DPW DISPATCH BUILDING-GC TILL 1/31/
	190670	001 GEORGE J. MARTIN & S	1.00	0.00	0.00	1.00	8	DPW DISPATCH BUILDING- ELECTRICAL T
	190690	001 NORTHEAST SIGNAL INC	1.00	0.00	1.00	0.00	0	TRAFFIC SIGNAL EQUIPMENT AS PER IFB

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	190713	001 BARTON & LOGUIDICE	1.00	0.00	0.00	1.00	8	TROTtingham/GEYSER CREST DRAINAGE ST
	190733	001 COLLETT MECHANICAL,	1.00	0.00	1.00	0.00	0	PLUMBING CONTRACT-CITY HALL CHANGE O
	190735	001 WHITE CLAY KILL PRES	1.00	0.00	0.00	1.00	8	REMOVAL AND REPLACEMENT OF PASSENGER
	190746	001 BIGLER HOLDING COMPA	1.00	0.00	1.00	0.00	0	TIME LAPSE COVERAGE & VIDEO FOR FLAT
	190753	001 AE ROSEN ELECTRICAL	1.00	0.00	0.00	1.00	8	ELECTRICAL WORK FOR THE FLAT ROCK PA
	190778	001 BPI MECHANICAL SERVI	1.00	0.00	0.00	1.00	8	PREVENTIVE MAINTENANCE ON HVAC AT IN
	190806	001 DENOYER CHEVROLET	1.00	0.00	1.00	0.00	0	2020 CHEVY TAHOE PER TROY RFB 18-00
	190812	001 COLLETT MECHANICAL,	1.00	0.00	0.00	1.00	8	CITY HALL PLUMBING CONSTRUCTION CHA
	190837	001 SARATOGA STORES LLC	1.00	0.00	0.00	1.00	8	MONTH TO MONTH TEMPORARY PARKING LOT
	190844	001 MESICK COHEN WILSON	1.00	0.00	0.00	1.00	8	PLASTER REHAB CANFIELD CASINO ADDEND
		001 MESICK COHEN WILSON	1.00	0.00	0.00	1.00		PLASTER REHAB CANFIELD CASINO ADDEND
		001 MESICK COHEN WILSON	1.00	0.00	0.00	1.00		PLASTER REHAB CANFIELD CASINO ADDEND
	190850	001 ADIRONDACK SECURITY	1.00	0.00	1.00	0.00	0	PER QUOTE 00118V1 NYS PT68748
	190862	001 WM. J KELLER & SONS	1.00	0.00	0.00	1.00	8	GEYSER ROAD TRAIL CONSTR PER RFP 201
	190953	001 BRITE COMPUTERS	1.00	0.00	1.00	0.00	0	2020 SUPPORT PER Q81689
	190967	001 DOOSAN INDUSTRIAL VE	1.00	0.00	1.00	0.00	0	DOOSAN G30N-7 DF NISSAN 2.5L NYS PC
	190974	001 LESRO INDUSTRIES	1.00	0.00	1.00	0.00	0	FURNITURE PER QUOTE DATED 12/9/19
	190986	001 BARTON & LOGUIDICE	1.00	0.00	0.00	1.00	8	SKIDMORE FITNESS AND TENNIS PROJECT
	200004	001 CNA ENVIRONMENTAL IN	1.00	0.00	0.00	1.00	8	3 MONTHS LABORATORY SERVICES THRU 3/
	200006	001 ABSOLUTE PEST CONTRO	1.00	0.00	0.00	1.00	8	PEST MANAGEMENT SERVICES PER IFB 20
		001 ABSOLUTE PEST CONTRO	1.00	0.00	0.00	1.00		PEST MANAGEMENT SERVICES PER IFB 20
	200010	001 MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00	8	ALARM SERVICES SEWER LEVEL MONITORS
	200013	001 UNIFIRST CORPORATION	1.00	0.00	0.00	1.00	8	UNIFORM RENTAL & CLEANING, WALK OFF
		001 UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORM RENTAL & CLEANING, WALK OFF
	200015	001 MORTON SALT, INC	1.00	0.00	0.00	1.00	8	COARSE ROCK SALT \$50.50/TON PER SARA
	200017	001 TVC ALBANY, INC.	1.00	0.00	0.00	1.00	8	CLOUD VIRTUAL MACHINE BACKUP CCA 11
	200022	001 SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00	8	AS FOLLOWS:
	200033	001 WALSH & WALSH LLP	1.00	0.00	0.00	1.00	8	BOND COUNSEL SERICES

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	200034	001 VERIZON CONNECT NWF,	12.00	0.00	0.00	12.00	8	MONTHLY SERVICE CHARGES OGS PT66910
	200046	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	BOOTS JEANA FRITZ-THOMAS NOT TO EX
	200053	001 3 RINGS PTS, LLC	1.00	0.00	0.00	1.00	8	2020 SECURITY SERVICES FOR THE CITY
		001 3 RINGS PTS, LLC	1.00	0.00	0.00	1.00		2020 SECURITY SERVICES FOR THE CITY
	200057	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	BOOTS/JACKET POLICY THOMAS BROWN
	200058	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY THOMAS BROWN NOT TO E
	200059	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	BOOTS/JACKET POLICY DONALD DEGEN N
	200063	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	BOOTS/JACKET POLICY MICHAEL BUTTERF
	200064	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY MICHAEL BUTTERFIELD N
	200066	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	BOOTS/JACKET POLICY JEFFREY HILLIKE
	200067	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY JEFFREY HILLIKER NOT
	200080	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY PHILIP STEFFEN NOT TO
	200082	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY PHILLIP COSTELLO NOT
	200090	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY ADAM GARY NOT TO EXCE
	200094	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY MICHAEL LANDER NOT TO
	200114	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	BOOTS/JACKET POLICY RICHARD SMITH
	200132	001 MOHAWK ARMY & NAVY	1.00	1.00	0.00	0.00	0	BOOTS/JACKET POLICY ANDREW GARY NO
	200144	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY GLENN RAIA NOT TO EXC
	200147	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	BOOTS/JACKET POLICY JAMES HEENEY N
	200148	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY JAMES HEENEY NOT TO E
	200163	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	BOOTS/JACKET POLICY DANIEL FARRINGT
	200166	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY BRANDON MURRAY NOT TO
	200172	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY TIMOTHY BEAN NOT TO E
	200179	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	BOOTS/JACKET POLICY WILLIAM BURGESS
	200198	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	PANTS POLICY JEROD DELANEY NOT TO
	200216	001 FEDERAL EASTERN INTE	1.00	0.00	1.00	0.00	0	ZACHARY FERRIS RECRUIT BODY ARMOR

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	200217	001 FEDERAL EASTERN INTE	1.00	0.00	1.00	0.00	0	THERESA WOOD RECRUIT BODY ARMOR
	200218	001 FEDERAL EASTERN INTE	1.00	0.00	1.00	0.00	0	WILLIAM COYNER RECRUIT BODY ARMOR
	200219	001 FEDERAL EASTERN INTE	1.00	0.00	1.00	0.00	0	DEAN GAETANO RECRUIT BODY ARMOR
	200221	001 LOOSELEAF LAW PUBLIC	1.00	0.00	1.00	0.00	0	2020 LAW UPDATES
	200222	001 BLUE LINE LEARNING G	85.00	0.00	85.00	0.00	0	HAZARDOUS MATERIALS TRAINING PER QU
	200223	001 CASELLA WASTE SERVIC	1.00	0.00	0.00	1.00	8	TIPPING AND HAULING PER RFP 2019-46
		001 CASELLA WASTE SERVIC	1.00	0.00	0.00	1.00		TIPPING AND HAULING PER RFP 2019-46
	200224	001 TRAFFIC SYSTEMS INCO	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
	200226	001 HILL & MARKES INC	15.00	0.00	0.00	15.00	8	PALLETS SNO PLOW ICE MELT
		001 HILL & MARKES INC	15.00	0.00	0.00	15.00		PALLETS SNO PLOW ICE MELT
	200229	001 STONE INDUSTRIES	4.00	0.00	4.00	0.00	0	DISPATCH BUILDING 1/28/20-2/25/20
	200237	001 HEUBER-BREUER CONSTR	1.00	0.00	0.00	1.00	8	PLAN ANALYSIS FOR FIRE SATATION #3
	200246	001 ATLANTA LIGHT BULBS,	10.00	0.00	10.00	0.00	0	LUTRON EC5T832GUNV2 ECOSYSTEM CASE
	200248	001 UPSTATE COMPANIES I,	1.00	0.00	0.00	1.00	8	WELDING AND PAINT SPRAY BOOTH PROJEC
	200250	001 BOLTON ST. JOHNS	5.00	0.00	0.00	5.00	8	GOVT RELATIONS NOT TO EXCEED CCA 2
	200258	001 VERIZON WIRELESS	1.00	0.00	1.00	0.00	0	IPAD AND KEYBOARD
	200260	001 TRANE U.S. INC.	1.00	0.00	1.00	0.00	0	REPLACEMENT OF TWO HOT SURFACE IGNIT
	200261	001 E A MORSE & CO INC	1.00	0.00	1.00	0.00	0	#TC300-2600D MOTOR, 36V, 1HP, 2700RP
	200265	001 VIDEO HI-TECH CORP.	1.00	0.00	1.00	0.00	0	10 LOUDSPEAKERS, 1 DIGITAL MIXER, 1
	200269	001 TRANE U.S. INC.	1.00	0.00	0.00	1.00	8	2020 SERVICE AGREEMENT HVAC SYSTEM
	200274	001 UNIFIRST CORPORATION	1.00	0.00	0.00	1.00	8	POLICE STATION RUG SERVICE
		001 UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		POLICE STATION RUG SERVICE
	200288	001 EMS CONCEPTS	1.00	0.00	0.00	1.00	8	CERTIFIED INSTRUCTOR COORDINATOR PE
	200295	001 ELITE K-9, INC.	4.00	0.00	4.00	0.00	0	GAL TOP PERFORMANCE DETERGENT & DEOD
	200296	001 BPI MECHANICAL SERVI	1.00	0.00	0.00	1.00	8	PREVNTIVE MAINTENACE ON ICE RINK CHI
	200300	001 PASSPORT LABS, INC.	1.00	0.00	0.00	1.00	8	PARKING TICKET MANAGEMENT
	200307	001 SCHINDLER ELEVATOR C	3.00	0.00	0.00	3.00	8	ANNUAL SERVICE AGREEMENTS CITY HALL

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED UNPAID INVOICES TO BE POSTED										
8027	00000 3 RINGS PTS, LLC	176822 00344	200053 178049	20MAR2		411.30	.00	28,720.58		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		E3577164	54720	411.30	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:3/8/2020							
97 FT JOHNSON AVE	FORT JONSON NY 12070									
8027	00000 3 RINGS PTS, LLC	176823 00341	200053 178050	20MAR2		3,016.20	.00	28,720.58		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		E3577164	54720	3,016.20	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:3/2/2020							
97 FT JOHNSON AVE	FORT JONSON NY 12070									
7969	00000 ABSOLUTE PEST CO	176824 540791	200006 178051	20MAR2		60.00	.00	4,241.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		A3567174	54720 3000	60.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:119331							
12 WADE ROAD	LATHAM NY 12110									
7969	00000 ABSOLUTE PEST CO	176825 540648,541196	200006 178052	20MAR2		206.00	.00	4,241.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		A3143124	54720	80.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:540651			A3143414	54610	126.00	1099:	
12 WADE ROAD	LATHAM NY 12110									
4140	00000 ACCURATE PEST CO	176826 81122	178053	20MAR2		60.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		E3577164	54720	60.00	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:1418							
1161 CURRY ROAD	SCHENECTADY NY 12306									
7534	00001 ADIRONDACK SECUR	176827 50744	190850 178054	20MAR2		3,563.58	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		H3143122	52000 1253	3,563.58	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:DEPTPS							
10 PETRA LANE	ALBANY NY 12205									
2785	00001 ADIRONDACK TIRE	176828 176828	178055	20MAR2		929.33	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3335014	54510	367.50	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:S1100			F3638344	54510	103.83	1099:	
240 WASHINGTON STREET	SARATOGA SPRINGS NY 12866					F3638354	54510	458.00	1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
70	00000 ADVANTAGE PRESS	176829 44948		178056	20MAR2	65.00	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 6000 DUE 03/17/2020 DESC:2/14/2020 74 WARREN STREET SARATOGA SPRINGS NY 12866						A3567144 54410		65.00	1099:
70	00000 ADVANTAGE PRESS	176830 44964		178057	20MAR2	85.00	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 1000 DUE 03/17/2020 DESC:2/21/2020 74 WARREN STREET SARATOGA SPRINGS NY 12866						A3011424 54110		85.00	1099:
70	00000 ADVANTAGE PRESS	176831 44965		178058	20MAR2	115.00	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:2/21/2020 74 WARREN STREET SARATOGA SPRINGS NY 12866						A3143124 54110		115.00	1099:
70	00000 ADVANTAGE PRESS	176832 44963		178059	20MAR2	160.00	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:2/21/2020 74 WARREN STREET SARATOGA SPRINGS NY 12866						A3031444 54190		160.00	1099:
8363	00000 AE ROSEN ELECTRI	176833 3	190753	178060	20MAR2	9,389.04	.00	459,496.81		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 7000 DUE 03/17/2020 DESC:2019.59 178 CATHERINE STREET ALBANY NY 12202						E3577184 54723		9,389.04	1099:
5044	00000 ALL SEASONS TEXT	176834 865010		178061	20MAR2	69.00	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 7000 DUE 03/17/2020 DESC:023980 9 TAYLOR AVENUE P O BOX 222 CLINTON NY 13323						E3577164 54720		69.00	1099:
31	00001 ALLERDICE BUILDI	176835 2003-030830		178062	20MAR2	15.58	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 7000 DUE 03/17/2020 DESC:20032-032406 41 WALWORTH STREET SARATOGA SPRINGS NY 12866						E3577164 54140		15.58	1099:

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
31	00001 ALLERDICE BUILDI	176836 176836		178063	20MAR2	116.56		.00	.00		
	CASH A	2020/03 INV 03/11/2020	SEP-CHK: N	DISC: .00			A3143124	54180		18.37	1099:
	ACCT 1200	DEPT 4000 DUE 03/17/2020	DESC:2288				A3143414	54200		98.19	1099:
	41 WALWORTH STREET	SARATOGA SPRINGS NY 12866									
31	00001 ALLERDICE BUILDI	176837 176837		178064	20MAR2	293.32		.00	.00		
	CASH A	2020/03 INV 03/11/2020	SEP-CHK: N	DISC: .00			A3031594	54610		12.99	1099:
	ACCT 1200	DEPT 3000 DUE 03/17/2020	DESC:271				A3031624	54610		44.57	1099:
	41 WALWORTH STREET	SARATOGA SPRINGS NY 12866					A3031624	54610		25.99	1099:
							A3335184	54750		27.00	1099:
							A3537224	54180		5.03	1099:
							A3537224	54180		2.69	1099:
							A3567144	54610 3000		83.37	1099:
							A3567174	54610 3000		12.22	1099:
							A3567194	54610 3000		31.63	1099:
							A3638564	54180		17.97	1099:
							F3638334	54610		14.58	1099:
							F3638334	54610		15.28	1099:
31	00001 ALLERDICE BUILDI	176838 176838		178065	20MAR2	372.75		.00	.00		
	CASH A	2020/03 INV 03/11/2020	SEP-CHK: N	DISC: .00			A3335014	54180		13.48	1099:
	ACCT 1200	DEPT 3000 DUE 03/17/2020	DESC:271				A3335014	54180		63.56	1099:
	41 WALWORTH STREET	SARATOGA SPRINGS NY 12866					A3335014	54180		26.95	1099:
							A3335014	54180		14.55	1099:
							A3335014	54180		19.98	1099:
							A3335654	54610		33.37	1099:
							A3335654	54610		12.59	1099:
							A3335654	54610		79.97	1099:
							F3638354	54180		54.75	1099:
							F3638354	54180		13.99	1099:
							F3638354	54180		39.56	1099:

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7114	00000 BELLAMY CONSTRUC	176850 2020-6	190489	178077	20MAR2	172,933.25	.00	43,606.79		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		H3638332	52000 1259	172,933.25	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:1071.01							
6684	AMSTERDAM ROAD	SCOTIA NY 12302								
7435	00000 BELMONTE & SON	176851 I-001957		178078	20MAR2	235.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		E3577164	54202	235.00	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:3/3/2020							
PO BOX 3532	30 STORAGE LANE	SARATOGA SPRINGS NY 12866								
7940	00001 BIGLER HOLDING C	176852 #BP3509	190746	178079	20MAR2	1,000.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		E3577184	54792	1,000.00	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:3/15/2020							
368	BROADWAY SUITE 10	SARATOGA SPRINGS NY 12866								
8165	00000 BLUESCOPE CONSTR	176853 19646-04	190618	178080	20MAR2	34,330.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		A3031964	54779	34,330.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:CHANGE ORDER 2							
PO BOX 419917	KANSAS CITY MO 64102									
8165	00000 BLUESCOPE CONSTR	176854 19646-04-B	190549	178081	20MAR2	1,736.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		A3031964	54779	1,736.00	1099:	
ACCT 1200	DEPT 5000	DUE 03/17/2020	DESC:TEMPORARY FENCING							
PO BOX 419917	KANSAS CITY MO 64102									
8435	00000 BOLTON ST. JOHNS	176855 19696	200250	178082	20MAR2	1,800.00	.00	5,710.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3021314	54720	1,800.00	1099:	
ACCT 1200	DEPT 2000	DUE 03/17/2020	DESC:3/1/2020							
146	STATE STREET	ALBANY NY 12207								
7426	00000 BPI MECHANICAL S	176858 13347-00	200296	178085	20MAR2	172.00	.00	10,584.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3567194	54720 3000	172.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:CITSAR							
95	HUDSON RIVER ROAD	WATERFORD NY 12188								

VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7426	00000	BPI MECHANICAL S	176859 13379	190778	178086	20MAR2	559.00		.00	2,443.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00							A3567174	54610	3000	559.00	1099:	
ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:CITSAR												
95 HUDSON RIVER ROAD WATERFORD NY 12188												
7426	00000	BPI MECHANICAL S	176860 13330	190585	178087	20MAR2	500.00		.00	745.50		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00							A3143414	54610		500.00	1099:	
ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:PLUMBING SERVICES												
95 HUDSON RIVER ROAD WATERFORD NY 12188												
7426	00000	BPI MECHANICAL S	176861 13330-B		178088	20MAR2	661.60		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00							A3143414	54610		661.60	1099:	
ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:CITSAR												
95 HUDSON RIVER ROAD WATERFORD NY 12188												
7426	00000	BPI MECHANICAL S	176863 13329	190586	178090	20MAR2	129.00		.00	1,007.33		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00							A3143414	54610		129.00	1099:	
ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:HVAC SERVICES												
95 HUDSON RIVER ROAD WATERFORD NY 12188												
6039	00000	BRITE COMPUTERS	176865 INV 18385	190953	178092	20MAR2	2,696.73		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00							A3143024	54720		2,696.73	1099:	
ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:2/28/2020												
7647 MAIN STREET FISHERS VICTOR NY 14564												
7067	00000	CIVICPLUS	176866 197270		178093	20MAR2	8,815.00		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00							A3021694	54720		8,815.00	1099:	
ACCT 1200 DEPT 2000 DUE 03/17/2020 DESC:4/29/2020												
PO BOX 1572 MANHATTAN KS 66505												
4904	00001	CLASS C SOLUTION	176867 3645585001		178094	20MAR2	821.10		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00							A3335014	54510		821.10	1099:	
ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:2879020001												
BOX 78845 MILWAUKEE IL 53278-8845												

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
149	00001 CNA ENVIRONMENTA	176869 FEB 2020	200004	178096	20MAR2	1,510.00	.00	3,296.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:TESTING 27 KENT STREET STE. 102 BALLSTON SPA NY 12020						F3638334 54708	1,510.00	1099:	
5798	00000 COLLETT MECHANIC	176870 1904008	190578	178097	20MAR2	39,192.64	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:RFP 2019-27 138 SICKER ROAD LATHAM NY 12110						H3031492 52000 1141	39,192.64	1099:	
5798	00000 COLLETT MECHANIC	176871 1904008-B	190733	178098	20MAR2	29,536.37	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:CHANGE ORDER ONE 138 SICKER ROAD LATHAM NY 12110						H3031492 52000 1141	29,536.37	1099:	
5798	00000 COLLETT MECHANIC	176872 1904008-C	190812	178099	20MAR2	757.55	.00	42,655.89		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:CHANGE ORDERS 138 SICKER ROAD LATHAM NY 12110						H3031492 52000 1141	757.55	1099:	
5798	00000 COLLETT MECHANIC	176873 1903908	190558	178100	20MAR2	76,712.50	.00	175,684.63		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:19-039 138 SICKER ROAD LATHAM NY 12110						H3031492 52000 1141	76,712.50	1099:	
112	00000 BRADLEY S. BIRGE	176874 2/14/2020		178101	20MAR2	27.72	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 1000 DUE 03/17/2020 DESC:MILEAGE CITY HALL COMMUNITY DEVELOPMENT SARATOGA SPRINGS NY 12866						A3618684 54540	27.72	1099:	
112	00000 BRADLEY S. BIRGE	176875 176875		178102	20MAR2	43.89	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 1000 DUE 03/17/2020 DESC:SURVEY SCAN CITY HALL COMMUNITY DEVELOPMENT SARATOGA SPRINGS NY 12866						A3618684 54110	43.89	1099:	

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
136	00000 CERTIFIED AMBULA	176890 SSF-0320		178117	20MAR2	64.35		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143414	54771		64.35	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:3/1/2020								
P O BOX 290184 WETHERSFIELD CT 06129											
2858	00001 DIG SAFELY NEW Y	176891 20020083		178118	20MAR2	206.29		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3335184	54750		152.29	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:2/29/2020			F3638334	54650		54.00	1099:	
6706 COLLAMER RD. EAST SYRACUSE NY 13057											
8454	00000 LORALEE DIGGINS	176892 19-198705		178119	20MAR2	1,025.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A044	41640		1,025.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:11/16/2019								
8458	00000 VINCENT DELEONAR	176893 1309504		178120	20MAR2	150.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3011424	54760		150.00	1099:	
ACCT 1200	DEPT 1000	DUE 03/17/2020	DESC:NYSBA-CLE								
PAYROLL											
2450	00001 PITTSBURG DELL M	176894 10368321062		178121	20MAR2	1,220.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3021692	52230		1,220.00	1099:	
ACCT 1200	DEPT 2000	DUE 03/17/2020	DESC:16867341								
C/O DELL USA BOX 643561 PITTSBURGH PA 15264-3561											
7720	00000 DENOYER CHEVROL	176895 T200111	190806	178122	20MAR2	51,903.46		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143412	52400		51,903.46	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:54462								
127 WOLF ROAD COLONIE NY 12205											
7264	00000 DINOSAW, INC.	176896 53530		178123	20MAR2	108.40		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3567194	54180	3000	108.40	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:54001								
340 POWER AVENUE HUDSON NY 12534											

NEW INVOICES

VENDOR	REMIT NAME		DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7961	00000	DLC ELECTRIC, LL	176897 6	190574	178124	20MAR2	332,487.95		.00	247,595.05		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		H3031492	52000	1141		332,487.95	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:RFP 2019-28									
479 STATE ROUTE 40 TROY NY 12182												
4218	00001	E A MORSE & CO I	176898 712193	200261	178125	20MAR2	305.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		E3577164	54330			305.00	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:2/24/2020									
P.O. BOX 728 MIDDLETOWN NY 10940												
172	00001	ELECTRONIC OFFIC	176899 41852		178126	20MAR2	114.52		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3567144	54740			114.52	1099:	
ACCT 1200	DEPT 6000	DUE 03/17/2020	DESC:SSCI15									
P O BOX 4606 SARATOGA SPRINGS NY 12866												
796	00000	ELLIOTT ENTERPRI	176900 2020-011		178127	20MAR2	4,098.02		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143414	54330			4,098.02	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:1/27/2020									
P O BOX 188 NEWFIELD ME 04056												
4687	00000	EMERICH SALES &	176901 2624406		178128	20MAR2	104.43		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3031624	54180			104.43	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:3084									
187 VALENTINE ROAD CHARLTON NY 12019												
4589	00000	EMS CONCEPTS	176902 20-21	200288	178129	20MAR2	13,846.00		.00	13,846.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143414	54471			13,846.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:2020-1ST INSTALLMENT									
ART BREAUULT 1131 HEDGEWOOD LANE NISKAYUNA NY 12309												
6082	00000	FAMILY DANZ HEAT	176903 3	190655	178130	20MAR2	5,986.28		.00	15,699.16		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		H3031652	52000	1233		5,986.28	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:2/29/2020									
404 NORTH PEARL STREET ALBANY NY 12207												

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
483	00000 FAMILY VISION CA	176904 17582		178131	20MAR2	50.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3011474	54290	50.00	1099:	
ACCT 1200	DEPT 1000	DUE 03/17/2020	DESC:17583							
205 LAKE AVENUE	SARATOGA SPRINGS NY	12866								
2843	00001 FASTENAL COMPANY	176905 NYMEC74861		178132	20MAR2	27.15	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		F3638334	54330	27.15	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:NYMEC1264							
P.O. BOX 1286	WINONA MN	55987-1286								
1	00001 COMMISSIONER OF	176906 2/28/2020		178133	20MAR2	36.30	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		A3335014	54330	36.30	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:DPW							
CITY HALL - 474 BROADWAY	SARATOGA SPRINGS NY	12866								
7350	00000 TVC ALBANY, INC.	176907 6775873	200017	178134	20MAR2	1,305.00	.00	13,050.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3021694	54740	1,305.00	1099:	
ACCT 1200	DEPT 2000	DUE 03/17/2020	DESC:37216							
PO BOX 1301	WILLISTON VT	05495-1301								
4899	00000 FITZGERALD MORRI	176908 72205	180906	178135	20MAR2	333.00	.00	31,374.92		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3638184	54719	333.00	1099:7	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:10258-0007-001							
P.O. BOX 2017	GLENS FALLS NY	12801								
4899	00000 FITZGERALD MORRI	176909 72145	190001	178136	20MAR2	867.00	.00	11,966.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3051354	54720	867.00	1099:7	
ACCT 1200	DEPT 5000	DUE 03/17/2020	DESC:72146							
P.O. BOX 2017	GLENS FALLS NY	12801								
2421	00001 G A BOVE & SONS	176910 74571		178138	20MAR2	97.18	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3638194	54520	97.18	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:1003133							
PO BOX 397	WELLS NY	12190								

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NEW INVOICES

VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
211	00000	HILL & MARKES IN	176923 22769299-00		178152	20MAR2	523.81		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 A3031624 54140 523.81 1099: ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:7694 1997 STATE HIGHWAY 5S AMSTERDAM NY 12010												
211	00000	HILL & MARKES IN	176925 176925	200226	178154	20MAR2	1,047.62		.00	4,714.29		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 A3335654 54610 523.81 1099: ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:7694 A3537114 54610 523.81 1099: 1997 STATE HIGHWAY 5S AMSTERDAM NY 12010												
211	00000	HILL & MARKES IN	176926 176926	200226	178155	20MAR2	1,571.43		.00	4,714.29		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 A3031624 54610 1,047.62 1099: ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:7694 A3638184 54610 523.81 1099: 1997 STATE HIGHWAY 5S AMSTERDAM NY 12010												
7831	00000	H L GAGE SALES I	176927 01P10327		178156	20MAR2	600.00		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 A3335014 54510 600.00 1099: ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:11534 PO BOX 5170 ALBANY NY 12205-0170												
2439	00006	HOME DEPOT/MAINT	176928 176928		178157	20MAR2	41.42		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 A3335014 54180 41.42 1099: ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:6035322504016258 DEPT. 32-2504016258 PO BOX 78047 PHOENIX AZ 85062-8047												
2439	00006	HOME DEPOT/MAINT	176929 176929		178158	20MAR2	56.68		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 A3335014 54180 56.68 1099: ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:6035322504016258 DEPT. 32-2504016258 PO BOX 78047 PHOENIX AZ 85062-8047												
2439	00006	HOME DEPOT/MAINT	176930 176930		178159	20MAR2	74.39		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 A3537114 54180 74.39 1099: ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:6035322504016258 DEPT. 32-2504016258 PO BOX 78047 PHOENIX AZ 85062-8047												

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2439	00009 THE HOME DEPOT P	176931 536573629		178160	20MAR2	147.40	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143124	54140	147.40	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:712642							
PO BOX 415133	BOSTON MA	02241-5133								
2439	00006 HOME DEPOT/MAINT	176932 176932		178161	20MAR2	152.38	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3335014	54180	140.88	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:6035322504016258			A3567194	54610 3000	11.50	1099:	
DEPT. 32-2504016258	PO BOX 78047	PHOENIX AZ	85062-8047							
2439	00006 HOME DEPOT/MAINT	176933 176933		178162	20MAR2	875.22	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3567194	54610 3000	578.64	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:6035322504016258			A3567194	54610 3000	226.67	1099:	
DEPT. 32-2504016258	PO BOX 78047	PHOENIX AZ	85062-8047			A3031644	54180	69.91	1099:	
221	00000 IAVM, INC	176934 2020 MEMBERSHIP		178163	20MAR2	495.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		E3577164	54230	495.00	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:00337932							
635 FRITZ DRIVE, SUITE 100	COPPELL TX	75019								
221	00000 IAVM, INC	176935 2020 MEMBER		178164	20MAR2	495.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		E3577164	54230	495.00	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:00337946							
635 FRITZ DRIVE, SUITE 100	COPPELL TX	75019								
5966	00000 JOE JOHNSON EQUI	176936 P32856		178165	20MAR2	650.95	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3335014	54510	650.95	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:SARAT001							
62 LAGRANGE AVENUE	ROCHESTER NY	14613								
4311	00000 DEBORAH LABRECHE	176937 41381799512		178166	20MAR2	287.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3031444	54230	287.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:6/20/19							
6073 JOCKEY STREET	GALWAY NY	12074								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
8397	00000 LESRO INDUSTRIES	176938 0052512-IN	190974	178167	20MAR2	4,169.98	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3051414	54110	4,169.98	1099:	
ACCT 1200	DEPT 5000	DUE 03/17/2020	DESC:0326372							
1	GRIFFIN SOUTH ROAD	BLOOMFIELD CT 06002								
6200	00003 LEXISNEXIS	176939 3092495768		178168	20MAR2	87.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3011424	54440	87.00	1099:	
ACCT 1200	DEPT 1000	DUE 03/17/2020	DESC:4253P5K7							
PO BOX 9584	NEW YORK NY	10087-4584								
6695	00000 LIFETIME SEAMLES	176940 02.27.20		178169	20MAR2	1,249.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		H3031652	52000 1233	1,249.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:29 VAN RENSSELAER							
7115	ALBERTA STREET	BROOKSVILLE FL 34604								
270	00000 MAHONEY NOTIFY P	176941 03012020	200010	178170	20MAR2	1,470.00	.00	13,404.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3031594	54610	28.50	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:0019118			A3031624	54720	48.50	1099:	
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801				A3031634	54610	38.50	1099:	
						A3537114	54720	105.50	1099:	
						A3537214	54610	38.50	1099:	
						A3567174	54720 3000	77.00	1099:	
						A3567194	54720 3000	68.50	1099:	
						G3638124	54331	1,065.00	1099:	
1499	00000 MALTA MEDICAL CA	176942 03/03/2020		178171	20MAR2	218.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3011474	54290	218.00	1099:	
ACCT 1200	DEPT 1000	DUE 03/17/2020	DESC:2/28/2020 SERVICES							
2554	ROUTE 9	BALLSTON SPA NY 12020								
290	00001 JOSEPH P MANGION	176943 2-140330		178172	20MAR2	63.49	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3638564	54180	63.49	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:COS101							
250	WASHINGTON ST. STE. C	SARATOGA SPRINGS NY 12866								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
290	00001 JOSEPH P MANGION	176944 507935-01		178173	20MAR2	380.43	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 5000 DUE 03/17/2020 DESC: COS101 250 WASHINGTON ST. STE. C SARATOGA SPRINGS NY 12866						A3051414 54573	380.43	1099:	
271	00000 MATTS SERVICE CE	176945 A46687		178174	20MAR2	486.00	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC: 11/14/19 300 MAPLE AVENUE SARATOGA SPRINGS NY 12866						A3335014 54510	486.00	1099:	
8208	00000 MCKESSON MEDICAL	176947 78233755	190402	178176	20MAR2	612.67	.00	1,414.39		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC: 58798957 PO BOX 936279 ATLANTA GA 31193-6279						A3143424 54180	612.67	1099:	
6279	00001 MEETING PROFESSI	176948 1307491-20200508		178178	20MAR2	495.00	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 7000 DUE 03/17/2020 DESC: 1307491 DALLAS LOCKBOX PO BOX 842439 DALLAS TX 75284-2439						E3577164 54230	495.00	1099:	
4407	00001 MUNICIPAL EMERGE	176949 IN1429277		178179	20MAR2	335.89	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC: C35875 DEPOSITORY ACCOUNT 75 REMITTANCE DR STE. 3135 CHICAGO IL 60675						A3143412 52610	335.89	1099:	
5250	00000 MESICK COHEN WIL	176951 1720-2020	190844	178181	20MAR2	10,684.00	.00	17,820.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC: 1936 388 BROADWAY ALBANY NY 12207						H3537112 52000 1165	10,684.00	1099:	
5250	00000 MESICK COHEN WIL	176952 1720-2022	190844	178182	20MAR2	27,497.00	.00	17,820.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC: 1936 388 BROADWAY ALBANY NY 12207						H3537112 52000 1165	27,497.00	1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
305	00001 NYCOM	176988 11548		178218	20MAR2	130.00		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 A3011214 54250 130.00 1099: ACCT 1200 DEPT 1000 DUE 03/17/2020 DESC:2/27/2020 NYS CONFERENCE OF MAYORS 119 WASHINGTON AVENUE ALBANY NY 12210											
1903	00008 NYS DEPT ENVIRON	176989 9990000436764		178219	20MAR2	700.00		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 G3638114 54180 700.00 1099: ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:8489 PO BOX 784971 PHILADELPHIA PA 19178											
795	00000 NYSAWWA	176990 NYSAWWA		178220	20MAR2	260.00		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 F3638334 54250 260.00 1099: ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:NY0038403 614 SEVENTH NORTH STREET LIVERPOOL NY 13088											
327	00001 PALLETTE STONE C	176991 205609		178221	20MAR2	649.75		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 A3335014 54100 649.75 1099: ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:19018 269 BALLARD ROAD WILTON NY 12831											
3602	00002 PEOPLEFACTS LLC	176992 FEB 2020		178222	20MAR2	51.73		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 A3143124 54720 51.73 1099:7 ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:35149 PO BOX 740303 LOS ANGELES CA 90074-0303											
329	00000 POMPA BROTHERS	176993 69603		178223	20MAR2	76.10		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 F3638354 54100 76.10 1099: ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:222 5 PETRIFIED GARDENS RD SARATOGA SPRINGS NY 12866											
223	00001 RICOH USA, INC	176994 5058955133		178224	20MAR2	7.45		.00	.00		
CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 A3143014 54740 7.45 1099: ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:4659857 P O BOX 827577 PHILADELPHIA PA 19182-7577											

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
223	00001 RICOH USA, INC	176995 5058954560		178225	20MAR2	55.26	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:4659857 P O BOX 827577 PHILADELPHIA PA 19182-7577						A3143124 54740	55.26	1099:	
223	00001 RICOH USA, INC	176996 5059008801		178226	20MAR2	71.11	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:4659857 P O BOX 827577 PHILADELPHIA PA 19182-7577						A3143124 54740	71.11	1099:	
223	00001 RICOH USA, INC	176997 5058954872		178227	20MAR2	91.43	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:4659909 P O BOX 827577 PHILADELPHIA PA 19182-7577						A3143124 54740	91.43	1099:	
1559	00001 ROOD & RIDDLE EQ	176998 1/31/2020		178228	20MAR2	388.64	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:SSPD 63 HENNING ROAD SARATOGA SPRINGS NY 12866						A3143124 54979	388.64	1099:	
1559	00001 ROOD & RIDDLE EQ	176999 11/17-12/2019		178229	20MAR2	1,563.73	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:SSPD 63 HENNING ROAD SARATOGA SPRINGS NY 12866						A3143124 54979	1,563.73	1099:	
6851	00000 SARATOGA AUTO SU	177000 177000		178230	20MAR2	1,039.97	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:4305 288 MILTON AVE. BALLSTON SPA NY 12020						A3031654 54180 A3567144 54510 3000 A3567174 54180 3000 G3638124 54510	34.80 192.42 715.98 96.77	1099: 1099: 1099: 1099:	
6851	00000 SARATOGA AUTO SU	177001 177001		178231	20MAR2	1,573.46	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:4310 288 MILTON AVE. BALLSTON SPA NY 12020						A3143124 54510 A3143414 54510	1,552.94 20.52	1099: 1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6851	00000 SARATOGA AUTO SU	177002 177002		178232	20MAR2	2,658.11		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3335014	54510		2,658.11	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:4305								
288 MILTON AVE. BALLSTON SPA NY 12020											
7574	00001 SARATOGA CAR REN	177003 1038		178233	20MAR2	175.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143124	54510		175.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:SSPD								
300 MAPLE AVENUE SARATOGA SPRINGS NY 12866											
7574	00001 SARATOGA CAR REN	177004 1206		178234	20MAR2	260.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143124	54510		260.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:1207								
300 MAPLE AVENUE SARATOGA SPRINGS NY 12866											
8459	00000 SARATOGA CCE	177005 4/23/2020		178235	20MAR2	100.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3638164	54250		100.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:AL FLICK								
EASTERN SW RTC ATN: BLUE NEILS 50 W. HIGH STREET BALLSTON SPA NY 12020											
6943	00000 SARATOGA CLEANER	177006 3/2/2020		178236	20MAR2	198.08		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143124	54180		198.08	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:VN1969								
228 WASHINGTON STREET SARATOGA SPRINGS NY 12866											
505	00000 SARATOGA COUNTY	177007 21706		178237	20MAR2	2,700.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		E3577164	54201		2,700.00	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:2/18/2020								
28 CLINTON STREET SARATOGA SPRINGS NY 12866-2190											
3319	00001 SARATOGA COUNTY	177008 INV1		178238	20MAR2	95.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3537114	54180		95.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:SPRING 2020								
50 WEST HIGH STREET BALLSTON SPA NY 12020											

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
16	00001 SARATOGA COUNTY	177010 1ST 2020		178240	20MAR2	989,585.75	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 2000 DUE 03/17/2020 DESC:SEWER DIST 40 MCMASTER STREET BLDG #1 BALLSTON SPA NY 12020						G3638134 54731	989,585.75	1099:	
16	00001 SARATOGA COUNTY	177011 1ST QTR 2020		178241	20MAR2	3,154,762.80	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 2000 DUE 03/17/2020 DESC:TAX PMT 40 MCMASTER STREET BLDG #1 BALLSTON SPA NY 12020						A 2670	3,154,762.80	1099:	
368	00002 SARATOGA CARE	177012 JAN 2020		178242	20MAR2	12.77	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/17/2020 DESC:SSF P O BOX 4370 SARATOGA SPRINGS NY 12866-8038						A3143414 54150	12.77	1099:	
371	00002 SARATOGA QUALITY	177013 177013		178243	20MAR2	46.36	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:4343 BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525						F3638334 54180 F3638334 54180 F3638334 54610	8.77 1.60 35.99	1099: 1099: 1099:	
371	00002 SARATOGA QUALITY	177014 177014		178244	20MAR2	147.80	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:4343 BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525						A3567144 54180 3000 F3638334 54180	112.83 34.97	1099: 1099:	
418	00001 SARATOGA SPRING	177015 177015		178245	20MAR2	7,757.50	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 5000 DUE 03/17/2020 DESC:CLAIM 11 GEYSER ROAD SARATOGA SPRINGS NY 12866						A3011934 54775	7,757.50	1099:	
8386	00000 SARATOGA STORES	177016 272	190837	178246	20MAR2	2,000.00	.00	13,400.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 7000 DUE 03/17/2020 DESC:3/1/2020 36 OLD GICK ROAD SARATOGA SPRINGS NY 12866						E3577184 54723	2,000.00	1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
514	00001 SHELTERS OF SARA	177024 177024		178254	20MAR2	420.00	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 1000 DUE 03/17/2020 DESC:2019 CDBG P O BOX 3089 SARATOGA SPRINGS NY 12866						Y3618664 54494 471	420.00	1099:	
7972	00001 SHERRILL INC	177025 INV-512790		178255	20MAR2	25.46	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:2/21/2020 LOCKBOX NUMBER 639707 PO BOX 639707 CINCINNATI OH 45263-9707						A3638564 54320	25.46	1099:	
907	00001 SIEWERT EQUIPMEN	177026 41006174-00	190638	178256	20MAR2	2,857.00	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:204426 P.O. BOX 75976 BALTIMORE MD 21275-5974						G3638124 54331	2,857.00	1099:	
7721	00000 SOLAR MISSION II	177027 10254-031		178257	20MAR2	15,672.06	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 2000 DUE 03/17/2020 DESC:1064 230 PARK AVE., STE. 845 ATTN: ACCOUNTS RECEIVABLE NEW YORK NY 10169						A3021314 54650	15,672.06	1099:	
739	00000 SPECIAL ASSESSME	177028 177028		178258	20MAR2	31,024.77	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 2000 DUE 03/17/2020 DESC:1ST QTR 2020 C/O FINANCE DEPARTMENT CITY HALL SARATOGA SPRINGS NY 12866						A 2630	31,024.77	1099:	
8048	00000 SPRAGUE RESOURCE	177029 20338903		178259	20MAR2	709.36	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:27640000 PO BOX 842985 BOSTON MA 02284-2985						A3638194 54520	709.36	1099:	
8048	00000 SPRAGUE RESOURCE	177030 20338902		178260	20MAR2	5,001.05	.00	.00		
	CASH A 2020/03 INV 03/11/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/17/2020 DESC:27640000 PO BOX 842985 BOSTON MA 02284-2985						A3143414 54520 A3335014 54520 A3567144 54520 3000 A3638564 54520 F3638354 54520	824.28 2,794.00 182.49 435.79 506.92	1099: 1099: 1099: 1099: 1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
							G3638124	54520		257.57	1099:
8048	00000 SPRAGUE RESOURCE	177031 20347318		178261	20MAR2	7,179.31		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3335014	54520		5,941.69	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:27640000			A3335124	54520		1,237.62	1099:	
PO BOX 842985	BOSTON MA	02284-2985									
2237	00001 STAPLES BUSINESS	177032 3440684814		178262	20MAR2	135.51		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3051414	54110		135.51	1099:	
ACCT 1200	DEPT 5000	DUE 03/17/2020	DESC:3440684815								
PO BOX 70242	PHILADELPHIA PA	19176-0242									
2237	00001 STAPLES BUSINESS	177033 3440511788		178263	20MAR2	529.94		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		E3577164	54110		529.94	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:2440511793								
PO BOX 70242	PHILADELPHIA PA	19176-0242									
2237	00001 STAPLES BUSINESS	177034 3440511899		178264	20MAR2	607.95		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3051414	54110		607.95	1099:	
ACCT 1200	DEPT 5000	DUE 03/17/2020	DESC:3440511900,901								
PO BOX 70242	PHILADELPHIA PA	19176-0242									
8460	00000 STAVITSKY & ASSO	177035 177035		178265	20MAR2	23,271.62		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3051944	54370		23,271.62	1099:	
ACCT 1200	DEPT 5000	DUE 03/17/2020	DESC:REFUND								
350 PASSAIC AVE	FAIRFIELD NJ	07004									
4888	00000 STEWARTS SHOPS C	177036 FEB 2020		178266	20MAR2	26.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3051414	54440		26.00	1099:	
ACCT 1200	DEPT 5000	DUE 03/17/2020	DESC:6360								
P.O. BOX 435	SARATOGA SPRINGS NY	12866									
806	00000 STONE INDUSTRIES	177037 0418395	200229	178267	20MAR2	43.04		19.56	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		H3031652	52000 1233		23.48	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:R240206			H3031652	52000 1233		19.56	1099:	
4305 ROUTE 50	SARATOGA SPRINGS NY	12866				H3031652	52000 1233		.00	1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
5997	00001 TIME WARNER CABL	177047 904547801002720		178277	20MAR2	500.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3567194	54720	500.00	1099:	
ACCT 1200	DEPT 6000	DUE 03/17/2020	DESC:202-904547801-001							
PO BOX 4617	CAROL STREAM IL	60197-4617								
7292	00001 TOSHIBA BUSINESS	177048 5204304		178278	20MAR2	327.54	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		A3011214	54740	327.54	1099:	
ACCT 1200	DEPT 1000	DUE 03/17/2020	DESC:TOBS6PA							
PO BOX 927	BUFFALO NY	14240-0927								
5846	00000 TOWNE, RYAN & PA	177049 33833,33837	190002	178279	20MAR2	170.00	.00	13,325.20		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3051354	54720	170.00	1099:7	
ACCT 1200	DEPT 5000	DUE 03/17/2020	DESC:33835							
P.O. BOX 15072	450 NEW KARNER ROAD	ALBANY NY 12212								
5846	00000 TOWNE, RYAN & PA	177050 33836	180002	178280	20MAR2	739.10	.00	6,655.28		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3051354	54720	739.10	1099:7	
ACCT 1200	DEPT 5000	DUE 03/17/2020	DESC:33834							
P.O. BOX 15072	450 NEW KARNER ROAD	ALBANY NY 12212								
4776	00000 TRAFFIC SYSTEMS	177051 27141	200224	178281	20MAR2	1,447.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143314	54332	1,447.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:27137							
1 CORPORATE DRIVE STE. 1	HOLTSVILLE NY	11742								
6290	00000 TRANE U.S. INC.	177052 310648399	200260	178282	20MAR2	845.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		E3577164	54610	845.00	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:3696657							
P.O. BOX 406469	ATLANTA GA	30384-6469								
6290	00000 TRANE U.S. INC.	177053 310638675	200269	178283	20MAR2	6,985.39	.00	20,956.17		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		E3577164	54720	6,985.39	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:3696657							
P.O. BOX 406469	ATLANTA GA	30384-6469								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
320	00001 NATIONAL LAW ENF	177054 230509		178284	20MAR2	257.15	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143124	54180	257.15	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:230559							
8770	TRADE STREET	LELAND NC 28451								
8449	00000 TYMETAL CORP	177055 60586		178285	20MAR2	1,470.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3335014	54510	1,470.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:5528							
PO BOX 139	SCHUYLERVILLE NY	12871								
1519	00001 ULINE	177056 117262041		178286	20MAR2	221.19	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		E3577164	54140	221.19	1099:	
ACCT 1200	DEPT 7000	DUE 03/17/2020	DESC:13329745							
ATTN: ACCOUNTS RECEIVABLE	P.O. BOX 88741	CHICAGO IL 60680-1741								
3256	00000 UNIFIRST CORPORA	177057 052 3841398	200274	178287	20MAR2	48.40	.00	745.70		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143124	54720	48.40	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:1290931							
157	TROY SCHENECTADY ROAD	WATERVLIET NY 12189								
3256	00000 UNIFIRST CORPORA	177058 052 3835651	200274	178288	20MAR2	48.40	.00	745.70		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143124	54720	48.40	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:1290931							
157	TROY SCHENECTADY ROAD	WATERVLIET NY 12189								
3256	00000 UNIFIRST CORPORA	177060 177060	200013	178290	20MAR2	109.31	.00	1,009.53		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3031654	54160	42.58	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:1269237			A3031654	54210	44.80	1099:	
157	TROY SCHENECTADY ROAD	WATERVLIET NY 12189				A3567174	54180 3000	21.93	1099:	
3256	00000 UNIFIRST CORPORA	177061 177061	200013	178291	20MAR2	166.95	.00	1,009.53		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3031624	54610	78.89	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:1269237			A3031654	54160	29.52	1099:	
157	TROY SCHENECTADY ROAD	WATERVLIET NY 12189				A3031654	54210	36.61	1099:	
						A3567174	54180 3000	21.93	1099:	

NEW INVOICES

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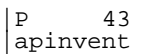
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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
5400	00001 AIRGAS EAST	177095 9968801221		178326	20MAR2	32.41		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143314	54390		32.41	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:2581569								
P O BOX 734445 CHICAGO IL 60673-4445											
3634	00000 BLUE LINE LEARNI	177096 F34601R-20	200222	178327	20MAR2	1,105.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143124	54570		1,105.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:3/10/2020								
1425 W SCHAUMBURG RD SUITE 252 SCHAUMBURG IL 60194											
1155	00000 COUNTY WASTE & R	177097 15680302		178328	20MAR2	179.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143414	54720		179.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:6910-18297756-001								
P O BOX 535233 PITTSBURGH PA 15253-5233											
1	00001 COMMISSIONER OF	177098 3/6/2020		178329	20MAR2	64.80		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: Y	DISC: .00		A3537214	54180		64.80	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:K. MORAN								
CITY HALL - 474 BROADWAY SARATOGA SPRINGS NY 12866											
2858	00001 DIG SAFELY NEW Y	177099 20020084		178330	20MAR2	104.77		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143314	54332		104.77	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:2/29/2020								
6706 COLLAMER RD. EAST SYRACUSE NY 13057											
8396	00000 DOOSAN INDUSTRIA	177100 9008476406	190967	178331	20MAR2	25,485.00		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143312	52802		25,485.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:1308109								
6000 FELDWOOD ROAD COLLEGE PARK GA 30348											
8109	00000 ELITE K-9, INC.	177101 210342	200295	178332	20MAR2	178.64		.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00		A3143124	54970		178.64	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:127993								
7660 OLD US HWY 45 BOAZ KY 42027											

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VENDOR	REMIT NAME		DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7643	00000 FEDERAL EASTERN		177102 514924	200216	178333	20MAR2	999.00	.00	.00		
CASH A ACCT 1200 PO BOX 22473	2020/03 DEPT 4000 TAMPA FL 33622	INV DUE	03/11/2020 03/17/2020	SEP-CHK: N DESC:UNIFORM/FERRIS	DISC:	.00	A3143122	52205		999.00	1099:
7643	00000 FEDERAL EASTERN		177103 514925	200217	178334	20MAR2	999.00	.00	.00		
CASH A ACCT 1200 PO BOX 22473	2020/03 DEPT 4000 TAMPA FL 33622	INV DUE	03/11/2020 03/17/2020	SEP-CHK: N DESC:UNIFORM/WOOD	DISC:	.00	A3143122	52205		999.00	1099:
7643	00000 FEDERAL EASTERN		177104 514926	200218	178335	20MAR2	999.00	.00	.00		
CASH A ACCT 1200 PO BOX 22473	2020/03 DEPT 4000 TAMPA FL 33622	INV DUE	03/11/2020 03/17/2020	SEP-CHK: N DESC:UNIFORM/COYNER	DISC:	.00	A3143122	52205		999.00	1099:
7643	00000 FEDERAL EASTERN		177105 514927	200219	178336	20MAR2	999.00	.00	.00		
CASH A ACCT 1200 PO BOX 22473	2020/03 DEPT 4000 TAMPA FL 33622	INV DUE	03/11/2020 03/17/2020	SEP-CHK: N DESC:UNIFORM/GAETANO	DISC:	.00	A3143122	52205		999.00	1099:
198	00000 GALLS, LLC		177106 015092979		178337	20MAR2	8.50	.00	.00		
CASH A ACCT 1200 P.O. BOX 71628	2020/03 DEPT 4000 CHICAGO IL 60694-1628	INV DUE	03/11/2020 03/17/2020	SEP-CHK: N DESC:1001581618	DISC:	.00	A3143124	54160		8.50	1099:
6146	00001 HEUBER-BREUER CO		177107 20-607-01	200237	178338	20MAR2	11,000.00	.00	22,000.00		
CASH A ACCT 1200 P.O. BOX 515	2020/03 DEPT 3000 SYRACUSE NY 13205-0515	INV DUE	03/11/2020 03/17/2020	SEP-CHK: N DESC:RFP 2019-40	DISC:	.00	H3146952	52000 1217		11,000.00	1099:
2439	00007 HOME DEPOT/MAINT		177108 177108		178339	20MAR2	63.42	.00	.00		
CASH A ACCT 1200 DEPT. 32-2538801519	2020/03 DEPT 4000 PO BOX 78047 PHOENIX AZ 85062-8047	INV DUE	03/11/2020 03/17/2020	SEP-CHK: N DESC:6035322538801519	DISC:	.00	A3143124	54180		63.42	1099:

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2439	00009 THE HOME DEPOT P	177109 177109		178340	20MAR2	194.58	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			A3143124 54140	194.58	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:712642							
PO BOX 415133	BOSTON MA	02241-5133								
5070	00000 LINSTAR INC	177110 92237		178341	20MAR2	180.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			A3143124 54720	180.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:SAS040							
430 LAWRENCE	BELL DR. STE. 1	BUFFALO NY	14221-7085							
674	00001 LOOSELEAF LAW PU	177111 25829	200221	178342	20MAR2	315.90	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			A3143124 54440	315.90	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:32602							
P O BOX 650042	FRESH MEADOWS NY	11365-0042								
6615	00000 MORR-IS-STORED	177112 148264		178344	20MAR2	135.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			A3143124 54720	135.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:3/1/2020							
210 OLD GICK ROAD	SARATOGA SPRINGS NY	12866								
8152	00000 OFFICE DATA SYST	177113 3020509		178345	20MAR2	550.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			A3143124 54720	550.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:3/4/2020							
8 STANLEY CIRCLE	LATHAM NY	12110								
8413	00000 PASSPORT LABS, I	177114 INV-1010583	200300	178346	20MAR2	5,510.33	.00	78,766.91		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			A3143014 54802	5,510.33	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:2/29/2020							
PO BOX 674924	DETROIT MI	48267-4924								
6294	00000 PITTSFIELD COMMU	177115 64140	190350	178347	20MAR2	665.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			A3143124 54740	665.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:MARCH 2020							
1502 W HOUSATONIC ST	PITTSFIELD MA	01201								

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
223	00002 RICOH USA, INC	177116 103387455		178348	20MAR2	47.92	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			A3143124 54740	47.92	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:323252-1023244A4							
P O BOX 41564	PHILADELPHIA PA 19101-1564									
7574	00000 SARATOGA CAR REN	177117 17101		178349	20MAR2	962.50	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			A3335014 54510	962.50	1099:	
ACCT 1200	DEPT 3000	DUE 03/17/2020	DESC:17087							
5 COMMERCE PARK DRIVE	WILTON NY 12831									
6875	00001 STRYKER MEDICAL	177118 2889834M		178350	20MAR2	1,428.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			A3143632 52100	1,428.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:1247184							
P.O. BOX 93308	CHICAGO IL 60673									
8356	00000 WHITE CLAY KILL	177119 3/3/2020	190735	178351	20MAR2	6,100.00	.00	9,150.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			H3146952 52000 1256	6,100.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:20% PROGRESS							
PO BOX 25	TIVOLI NY 12583									
6284	00000 CHRISTOPHER CALL	177120 177120		178353	20MAR2	506.98	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			A3143124 54160	506.98	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:CLOTHING REIMB							
SSPD	SARATOGA SPRINGS NY 12866									
8465	00000 NEW YORK STATE O	177122 177122		178355	20MAR2	75,000.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			H3146952 52000 1217	75,000.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/17/2020	DESC:EASEMENT							
CORNING TOWER	36TH FLOOR ALBANY NY 12242									
16	00006 SARATOGA COUNTY	177123 177123		178356	20MAR2	80.00	.00	.00		
CASH A	2020/03	INV 03/11/2020	SEP-CHK: N	DISC: .00			A3618684 54250 8040	80.00	1099:	
ACCT 1200	DEPT 1000	DUE 03/17/2020	DESC:C. GREY							
COUNTY PLANNING/M.VALENTINE	50 WEST HIGH STREET BALLSTON SPA NY 12020									
289 APPROVED UNPAID INVOICES						TOTAL	6,129,815.41			

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NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
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289 INVOICE(S)

REPORT POST TOTAL

6,129,815.41

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2020 03	A	A	DUE TO OTHER FU	43,775.53	BAL .00
	A	A	DUE TO COUNTY	3,154,762.80	BAL .00
	A044	A	AMBULANCE TRANS	1,025.00	REV .00
	A3011214	A	OFFICE SUPPLIES	24.86	158.95
	A3011214	A	POSTAGE	101.48	98.52
	A3011214	A	CONFERENCE REGI	130.00	370.00
	A3011214	A	SERVICE CONTRAC	327.54	1,962.26
	A3011424	A	OFFICE SUPPLIES	85.00	1,400.22
	A3011424	A	BOOKS PUBLICATI	87.00	2,526.00
	A3011424	A	PHONES & FAX	2.44	200.74
	A3011424	A	LEGAL	150.00	1,730.00
	A3011474	A	MEDICAL EXAMS	268.00	7,758.00
	A3011474	A	PHONES & FAX	2.02	1,905.21
	A3011474	A	SERVICE CONTRAC	50.69	949.31
	A3011654	A	PHONES	3.06	9,573.03
	A3011654	A	SERVICE CONTRAC	13,378.70	1,612.43
	A3011934	A	SELF INSURANCE	7,757.50	.00
	A3021314	A	OFFICE SUPPLIES	278.81	12,571.16
	A3021314	A	UTILITIES	15,672.06	350,673.93
	A3021314	A	SERVICE CONTRAC	1,800.00	8,700.00
	A3021314	A	SERVICE CONTRAC	149.04	2,552.88
	A3021364	A	ADVERTISING	190.40	3,559.60
	A3021692	A	HARDWARE	1,220.00	54,635.99
	A3021694	A	PHONES	2.43	157.13
	A3021694	A	SERVICE CONTRAC	9,730.50	118,373.78
	A3021694	A	SERVICE CONTRAC	1,609.84	90,862.31
	A3031444	A	OFFICE SUPPLIES	24.85	1,437.88
	A3031444	A	DRAFTING SUPPLI	160.00	633.37
	A3031444	A	DUES	287.00	1,000.00
	A3031444	A	GAS & OIL	249.21	3,434.32
	A3031444	A	PHONES	2.15	837.09
	A3031444	A	SERVICE CONTRAC	3,875.00	9,800.00
	A3031494	A	OFFICE SUPPLIES	375.36	4,090.80
	A3031594	A	REPAIRS & MAINT	41.49	2,330.96
	A3031624	A	JANITORIAL SUPP	523.81	6,948.39
	A3031624	A	UNIFORMS	455.93	144.07
	A3031624	A	OTHER SUPPLIES	129.28	6,036.93
	A3031624	A	REPAIRS & MAINT	2,031.50	25,044.91
	A3031624	A	SERVICE CONTRAC	48.50	12,868.00
	A3031634	A	VC REPAIRS & MA	592.70	10,913.44
	A3031644	A	ARTS CENTER OTH	69.91	1,530.09
	A3031644	A	ARTS CENTER REP	852.01	6,098.42
	A3031654	A	UNIFORMS	865.02	765.14
	A3031654	A	OTHER SUPPLIES	34.80	8,903.05
	A3031654	A	GARAGE SUPPLIES	1,228.11	3,640.21
	A3031654	A	REPAIRS & MAINT	1,229.64	15,296.40
	A3031654	A	PHONES	5.09	3,596.86
	A3031964	A	PROPERTY LOSS C	36,969.00	.00
	A3051354	A	GAS & OIL	11.37	188.63
	A3051354	A	SERVICE CONTRAC	1,776.10	.00
	A3051414	A	OFFICE SUPPLIES	4,938.30	7,669.34

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ACCOUNT DISTRIBUTION SUMMARY

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	A3051414	A -30-5-1410-4-54440 -	BOOKS PUBLICATI	26.00	5,943.00
	A3051414	A -30-5-1410-4-54490 -	GENERAL ADVERTI	40.52	8,614.02
	A3051414	A -30-5-1410-4-54573 -	RISK-SAFETY PRO	1,020.06	42,824.01
	A3051414	A -30-5-1410-4-54671 -	PHONES & FAX	3.45	1,941.80
	A3051944	A -30-5-1931-4-54370 -	REFUND PRIOR YE	23,271.62	-23,271.62
	A3113624	A -31-1-3620-4-54110 -	OFFICE SUPPLIES	136.83	2,080.59
	A3113624	A -31-1-3620-4-54160 -	UNIFORMS	139.99	10.01
	A3113624	A -31-1-3620-4-54520 -	GAS & OIL	128.74	1,250.37
	A3113624	A -31-1-3620-4-54670 -	PHONES	93.32	2,264.73
	A3143014	A -31-4-3010-4-54110 -	OFFICE SUPPLIES	24.85	2,926.31
	A3143014	A -31-4-3010-4-54740 -	SERVICE CONTRAC	7.45	492.55
	A3143014	A -31-4-3010-4-54802 -	COMPLUS PARK TI	5,510.33	.00
	A3143024	A -31-4-3020-4-54720 -	SERVICE CONTRAC	2,696.73	44,445.99
	A3143122	A -31-4-3120-2-52205 -	BALLISTIC VESTS	3,996.00	10,004.00
	A3143124	A -31-4-3120-4-54110 -	OFFICE SUPPLIES	714.80	8,168.28
	A3143124	A -31-4-3120-4-54140 -	JANITORIAL SUPP	341.98	3,794.64
	A3143124	A -31-4-3120-4-54160 -	UNIFORMS	545.47	68,459.82
	A3143124	A -31-4-3120-4-54180 -	OTHER SUPPLIES	1,841.56	9,142.78
	A3143124	A -31-4-3120-4-54440 -	BOOKS PUBLICATI	315.90	384.10
	A3143124	A -31-4-3120-4-54510 -	REPAIRS & MAINT	2,826.08	49,987.64
	A3143124	A -31-4-3120-4-54520 -	GAS & OIL	6,405.78	74,476.22
	A3143124	A -31-4-3120-4-54570 -	TRAINING	1,105.00	18,890.00
	A3143124	A -31-4-3120-4-54720 -	SERVICE CONTRAC	1,157.37	-2,846.35
	A3143124	A -31-4-3120-4-54740 -	SERVICE CONTRAC	930.72	77,684.81
	A3143124	A -31-4-3120-4-54970 -	K-9 CARE	178.64	28,690.46
	A3143124	A -31-4-3120-4-54979 -	HORSE CARE	1,952.37	14,247.63
	A3143312	A -31-4-3310-2-52802 -	TOOLS & EQUIPME	25,485.00	8,412.89
	A3143314	A -31-4-3310-4-54332 -	MATERIALS & REP	20,329.77	43,326.76
	A3143314	A -31-4-3310-4-54390 -	MAINTENANCE SUP	32.41	5,800.12
	A3143314	A -31-4-3310-4-54961 -	SIGNS & POSTS	682.31	24,335.69
	A3143412	A -31-4-3410-2-52400 -	VEHICLES	51,903.46	.00
	A3143412	A -31-4-3410-2-52610 -	FIREFIGHTERS EQ	335.89	66,933.68
	A3143414	A -31-4-3410-4-54150 -	EMS SUPPLIES	12.77	34,337.70
	A3143414	A -31-4-3410-4-54200 -	HOUSE SUPPLIES	395.65	11,094.13
	A3143414	A -31-4-3410-4-54330 -	REPAIRS & MAINT	4,098.02	9,540.42
	A3143414	A -31-4-3410-4-54471 -	EMS TRAINING	13,846.00	2,985.27
	A3143414	A -31-4-3410-4-54510 -	REPAIRS & MAINT	20.52	60,824.09
	A3143414	A -31-4-3410-4-54520 -	GAS & OIL	1,799.86	27,038.02
	A3143414	A -31-4-3410-4-54610 -	REPAIRS & MAINT	1,416.60	17,357.23
	A3143414	A -31-4-3410-4-54670 -	PHONES	2.70	23,411.91
	A3143414	A -31-4-3410-4-54720 -	SERVICE CONTRAC	557.00	63,336.82
	A3143414	A -31-4-3410-4-54771 -	SERVICE CONTRAC	64.35	556.95
	A3143424	A -31-4-3412-4-54180 -	OTHER SUPPLIES	3,291.97	18,861.64
	A3143632	A -31-4-3625-2-52100 -	EQUIPMENT	1,428.00	35,000.00
	A3335014	A -33-3-5010-4-54100 -	RUBBLE BLACKTOP	649.75	8,439.99
	A3335014	A -33-3-5010-4-54160 -	UNIFORMS	764.40	1,656.66
	A3335014	A -33-3-5010-4-54180 -	OTHER SUPPLIES	377.50	45,708.96
	A3335014	A -33-3-5010-4-54330 -	REPAIRS & MAINT	36.30	1,572.94
	A3335014	A -33-3-5010-4-54400 -	SALT & SAND	13,387.05	45,000.00
	A3335014	A -33-3-5010-4-54510 -	REPAIRS & MAINT	9,063.78	131,971.32
	A3335014	A -33-3-5010-4-54520 -	GAS & OIL	13,813.75	66,222.76

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ACCOUNT DISTRIBUTION SUMMARY

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	A3335014	A -33-3-5010-4-54740 -	SERVICE CONTRAC	1,678.10	296.00
	A3335124	A -33-3-5111-4-54160 -	UNIFORMS	375.45	1,089.56
	A3335124	A -33-3-5111-4-54520 -	GAS & OIL	3,953.84	22,021.33
	A3335184	A -33-3-5182-4-54750 -	STREET LIGHTING	179.29	392,439.26
	A3335654	A -33-3-5650-4-54160 -	UNIFORMS	399.99	.01
	A3335654	A -33-3-5650-4-54610 -	REPAIRS & MAINT	998.74	842.69
	A3517514	A -35-1-7510-4-54670 -	PHONES	2.21	605.89
	A3537114	A -35-3-7110-4-54180 -	OTHER SUPPLIES	291.88	14,178.08
	A3537114	A -35-3-7110-4-54610 -	REPAIRS & MAINT	1,463.56	20,437.43
	A3537114	A -35-3-7110-4-54720 -	SERVICE CONTRAC	105.50	12,678.00
	A3537214	A -35-3-7200-4-54180 -	OTHER SUPPLIES	64.80	2,435.20
	A3537214	A -35-3-7200-4-54610 -	REPAIRS & MAINT	38.50	12,038.00
	A3537224	A -35-3-7113-4-54180 -	OTHER SUPPLIES	7.72	492.12
	A3567144	A -35-6-7140-4-54160 -3000	UNIFORMS	314.99	591.52
	A3567144	A -35-6-7140-4-54180 -3000	OTHER SUPPLIES	145.03	15,670.13
	A3567144	A -35-6-7140-4-54410 -	PRINTING	65.00	3,935.00
	A3567144	A -35-6-7140-4-54510 -3000	REPAIRS & MAINT	253.32	5,886.68
	A3567144	A -35-6-7140-4-54520 -3000	GAS & OIL	603.05	8,009.43
	A3567144	A -35-6-7140-4-54610 -3000	REPAIRS & MAINT	83.37	4,590.13
	A3567144	A -35-6-7140-4-54671 -	PHONES & FAX	2.43	592.30
	A3567144	A -35-6-7140-4-54740 -	SERVICE CONTRAC	114.52	16,250.18
	A3567154	A -35-6-7150-4-54600 -	ADVERTISING	160.00	1,896.00
	A3567174	A -35-6-7171-4-54180 -3000	OTHER SUPPLIES	759.84	1,253.16
	A3567174	A -35-6-7171-4-54610 -3000	REPAIRS & MAINT	571.22	13,312.37
	A3567174	A -35-6-7171-4-54720 -3000	SERVICE CONTRAC	137.00	11,656.00
	A3567194	A -35-6-7181-4-54160 -3000	UNIFORMS	194.95	1,105.05
	A3567194	A -35-6-7181-4-54180 -3000	OTHER SUPPLIES	108.40	5,537.64
	A3567194	A -35-6-7181-4-54610 -3000	REPAIRS & MAINT	848.44	32,015.62
	A3567194	A -35-6-7181-4-54720 -	SERVICE CONTRAC	500.00	4,900.00
	A3567194	A -35-6-7181-4-54720 -3000	SERVICE CONTRAC	240.50	7,105.00
	A3618684	A -36-1-8687-4-54110 -	OFFICE SUPPLIES	43.89	2,456.11
	A3618684	A -36-1-8687-4-54110 -8010	OFFICE SUPPLIES	24.85	87.91
	A3618684	A -36-1-8687-4-54250 -8040	CONFERENCE REGI	80.00	-40.00
	A3618684	A -36-1-8687-4-54540 -	TRAVEL	27.72	224.60
	A3638164	A -36-3-8189-4-54250 -	CONFERENCE REGI	100.00	-100.00
	A3638184	A -36-3-8180-4-54521 -	TIPPING FEES	6,539.00	4,750.00
	A3638184	A -36-3-8180-4-54610 -	REPAIRS & MAINT	523.81	1,952.38
	A3638184	A -36-3-8180-4-54700 -	TRANSPORTATION	2,100.00	135.00
	A3638184	A -36-3-8180-4-54719 -	PROF SERVICES L	333.00	35,000.00
	A3638194	A -36-3-8185-4-54160 -	UNIFORMS	115.99	84.01
	A3638194	A -36-3-8185-4-54520 -	GAS & OIL	931.78	9,558.32
	A3638564	A -36-3-8560-4-54180 -	OTHER SUPPLIES	101.44	4,708.45
	A3638564	A -36-3-8560-4-54320 -	TOOLS	25.46	4,663.78
	A3638564	A -36-3-8560-4-54520 -	GAS & OIL	571.75	5,361.15
	E3577164	E -35-7-7160-4-54110 -	OFFICE SUPPLIES	725.74	2,863.67
	E3577164	E -35-7-7160-4-54140 -	JANITORIAL SUPP	2,096.84	21,316.65
	E3577164	E -35-7-7160-4-54201 -	BUSINESS EXPENS	3,529.17	17,207.97
	E3577164	E -35-7-7160-4-54202 -	CLIENT EXPENSES	235.00	19,616.25
	E3577164	E -35-7-7160-4-54230 -	DUES	1,485.00	1,440.00
	E3577164	E -35-7-7160-4-54330 -	REPAIRS & MAINT	305.00	6,695.00
	E3577164	E -35-7-7160-4-54420 -	ADVERTISING	725.00	1,675.00

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
E3577164	E	-35-7-7160-4-54510 -	REPAIRS & MAINT	63.99	808.03
E3577164	E	-35-7-7160-4-54520 -	GAS & OIL	41.92	512.29
E3577164	E	-35-7-7160-4-54610 -	REPAIRS & MAINT	1,040.00	10,967.50
E3577164	E	-35-7-7160-4-54720 -	SERVICE CONTRAC	10,541.89	24,147.77
E3577164	E	-35-7-7160-4-54792 -	MISCELLANEOUS	839.55	1,630.72
E3577184	E	-35-7-7182-4-54723 -	SERV CONT CONST	11,389.04	.00
E3577184	E	-35-7-7182-4-54792 -	MISCELLANEOUS	1,000.00	.00
F3638334	F	-36-3-8330-4-54140 -	JANITORIAL SUPP	580.93	911.11
F3638334	F	-36-3-8330-4-54141 -	CHEMICALS	1,191.00	78,505.05
F3638334	F	-36-3-8330-4-54180 -	OTHER SUPPLIES	99.42	9,900.58
F3638334	F	-36-3-8330-4-54250 -	CONFERENCE REGI	260.00	222.00
F3638334	F	-36-3-8330-4-54330 -	REPAIRS & MAINT	63.76	45,271.82
F3638334	F	-36-3-8330-4-54520 -	GAS & OIL	260.18	3,460.53
F3638334	F	-36-3-8330-4-54610 -	REPAIRS & MAINT	95.18	6,703.17
F3638334	F	-36-3-8330-4-54650 -	UTILITIES	54.00	381,468.63
F3638334	F	-36-3-8330-4-54708 -	LAB TESTING	1,510.00	13,001.96
F3638342	F	-36-3-8340-2-52201 -	METERS	145.69	124,854.31
F3638344	F	-36-3-8340-4-54510 -	REPAIRS & MAINT	103.83	4,896.17
F3638344	F	-36-3-8340-4-54520 -	GAS & OIL	465.81	7,487.58
F3638354	F	-36-3-8341-4-54100 -	RUBBLE BLACKTOP	76.10	632.38
F3638354	F	-36-3-8341-4-54180 -	OTHER SUPPLIES	108.30	47,627.42
F3638354	F	-36-3-8341-4-54510 -	REPAIRS & MAINT	458.00	14,542.00
F3638354	F	-36-3-8341-4-54520 -	GAS & OIL	781.85	18,768.13
G3638114	G	-36-3-8110-4-54160 -	UNIFORMS	193.45	6.55
G3638114	G	-36-3-8110-4-54180 -	OTHER SUPPLIES	700.00	13,062.67
G3638122	G	-36-3-8120-2-52300 -	MISCELLANEOUS E	756.70	18,453.30
G3638124	G	-36-3-8120-4-54180 -	OTHER SUPPLIES	53.42	5,109.57
G3638124	G	-36-3-8120-4-54331 -	REPAIRS & MAINT	3,922.00	21,240.30
G3638124	G	-36-3-8120-4-54510 -	REPAIRS & MAINT	96.77	11,528.72
G3638124	G	-36-3-8120-4-54520 -	GAS & OIL	585.62	5,802.83
G3638134	G	-36-3-8130-4-54731 -	CURRENT CHARGES	989,585.75	2,968,769.25
H3031492	H	-30-3-1490-2-52000 -1141	CAPITAL PROJECT	959,463.09	120,737.71
H3031652	H	-30-3-1623-2-52000 -1233	WELDING PAIN BO	120,102.64	77.48
H3143122	H	-31-4-3120-2-52000 -1253	CAPITAL PROJECT	3,563.58	.00
H3146952	H	-31-4-6950-2-52000 -1217	CAPITAL PROJECT	86,000.00	392,000.00
H3146952	H	-31-4-6950-2-52000 -1256	CAPITAL PROJECT	6,100.00	.00
H3517142	H	-35-1-7140-2-52000 -1200	GEYSER ROAD TRA	90,569.97	.00
H3537112	H	-35-3-7110-2-52000 -1165	CAPITAL PROJECT	55,504.69	.00
H3638142	H	-36-3-8140-2-52000 -1196	CAPITAL PROJECT	334.00	.00
H3638332	H	-36-3-8330-2-52000 -1259	CAPITAL PROJECT	189,690.75	.00
V3719714	V	-37-1-9710-4-54720 -	SERVICE CONTRAC	225.00	3,500.00
Y3618654	Y	-36-1-8676-4-54492 -466	MOTHER SUSAN AN	948.04	-4,855.45
Y3618664	Y	-36-1-8668-4-54494 -471	SHELTER REHAB	420.00	-420.00
Y3618664	Y	-36-1-8668-4-54984 -469	HABITAT FOR HUM	25,955.37	-25,955.37
Y3618684	Y	-36-1-8686-4-54110 -473	OFFICE SUPPLIES	24.85	-62.09

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6,129,815.41

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020 3 141	API E3577164-54720	03/17/2020 W 20MAR2		008027	200053	176822	SERVICE CONTRACTS - PROF SERV 3/8/2020		411.30	
POL E3577164-54720	03/17/2020 LIQ/INV		008027	200053	176822		SERVICE CONTRACTS - PROF SERV 4 3/8/2020			411.30
API E3577164-54720	03/17/2020 W 20MAR2		008027	200053	176823		SERVICE CONTRACTS - PROF SERV 3/2/2020		3,016.20	
POL E3577164-54720	03/17/2020 LIQ/INV		008027	200053	176823		SERVICE CONTRACTS - PROF SERV 4 3/2/2020			3,016.20
API A3567174-54720-3000	03/17/2020 W 20MAR2		007969	200006	176824		SERVICE CONTRACTS - PROF SERV 119331		60.00	
POL A3567174-54720-3000	03/17/2020 LIQ/INV		007969	200006	176824		SERVICE CONTRACTS - PROF SERV 4 119331			60.00
API A3143124-54720	03/17/2020 W 20MAR2		007969	200006	176825		SERVICE CONTRACTS - PROF SERV 540651		80.00	
API A3143414-54610	03/17/2020 W 20MAR2		007969	200006	176825		REPAIRS & MAINTENANCE BUILDING 540651		126.00	
POL A3143124-54720	03/17/2020 LIQ/INV		007969	200006	176825		SERVICE CONTRACTS - PROF SERV 4 540651			80.00
POL A3143414-54610	03/17/2020 LIQ/INV		007969	200006	176825		REPAIRS & MAINTENANCE BUILDING 4 540651			126.00
API E3577164-54720	03/17/2020 W 20MAR2		004140		176826		SERVICE CONTRACTS - PROF SERV 1418		60.00	
API H3143122-52000-1253	03/17/2020 W 20MAR2		007534	190850	176827		CAPITAL PROJECT OUTLAY DEPTPS		3,563.58	
POL H3143122-52000-1253	03/17/2020 LIQ/INV		007534	190850	176827		CAPITAL PROJECT OUTLAY 4 DEPTPS			3,563.58
API A3335014-54510	03/17/2020 W 20MAR2		002785		176828		REPAIRS & MAINTENANCE VEHICLE S1100		367.50	
API F3638344-54510	03/17/2020 W 20MAR2		002785		176828		REPAIRS & MAINTENANCE VEHICLE S1100		103.83	
API F3638354-54510	03/17/2020 W 20MAR2		002785		176828		REPAIRS & MAINTENANCE VEHICLE S1100		458.00	
API A3567144-54410	03/17/2020 W 20MAR2		000070		176829		PRINTING 2/14/2020		65.00	
API A3011424-54110	03/17/2020 W 20MAR2		000070		176830		OFFICE SUPPLIES 2/21/2020		85.00	
API A3143124-54110	03/17/2020 W 20MAR2		000070		176831		OFFICE SUPPLIES 2/21/2020		115.00	
API A3031444-54190	03/17/2020 W 20MAR2		000070		176832		DRAFTING SUPPLIES 2/21/2020		160.00	
API E3577184-54723	03/17/2020 W 20MAR2		008363	190753	176833		SERV CONT CONSTRUCTION 2019.59		9,389.04	
POL E3577184-54723	03/17/2020 LIQ/INV		008363	190753	176833		SERV CONT CONSTRUCTION 4 2019.59			9,389.04
API E3577164-54720	03/17/2020 W 20MAR2		005044		176834		SERVICE CONTRACTS - PROF SERV 023980		69.00	
API E3577164-54140							JANITORIAL SUPPLIES		15.58	

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	API	03/17/2020	W 20MAR2	000031		176835	20032-032406			
							OTHER SUPPLIES		18.37	
	API	03/17/2020	W 20MAR2	000031		176836	2288			
							HOUSE SUPPLIES		98.19	
	API	03/17/2020	W 20MAR2	000031		176836	2288			
							REPAIRS & MAINTENANCE BUILDING		12.99	
	API	03/17/2020	W 20MAR2	000031		176837	271			
							REPAIRS & MAINTENANCE BUILDING		44.57	
	API	03/17/2020	W 20MAR2	000031		176837	271			
							REPAIRS & MAINTENANCE BUILDING		25.99	
	API	03/17/2020	W 20MAR2	000031		176837	271			
							STREET LIGHTING		27.00	
	API	03/17/2020	W 20MAR2	000031		176837	271			
							OTHER SUPPLIES		5.03	
	API	03/17/2020	W 20MAR2	000031		176837	271			
							OTHER SUPPLIES		2.69	
	API	03/17/2020	W 20MAR2	000031		176837	271			
							REPAIRS & MAINTENANCE BUILDING		83.37	
	API	03/17/2020	W 20MAR2	000031		176837	271			
							REPAIRS & MAINTENANCE BUILDING		12.22	
	API	03/17/2020	W 20MAR2	000031		176837	271			
							REPAIRS & MAINTENANCE BUILDING		31.63	
	API	03/17/2020	W 20MAR2	000031		176837	271			
							OTHER SUPPLIES		17.97	
	API	03/17/2020	W 20MAR2	000031		176837	271			
							REPAIRS & MAINTENANCE BUILDING		14.58	
	API	03/17/2020	W 20MAR2	000031		176837	271			
							REPAIRS & MAINTENANCE BUILDING		15.28	
	API	03/17/2020	W 20MAR2	000031		176837	271			
							OTHER SUPPLIES		13.48	
	API	03/17/2020	W 20MAR2	000031		176838	271			
							OTHER SUPPLIES		63.56	
	API	03/17/2020	W 20MAR2	000031		176838	271			
							OTHER SUPPLIES		26.95	
	API	03/17/2020	W 20MAR2	000031		176838	271			
							OTHER SUPPLIES		14.55	
	API	03/17/2020	W 20MAR2	000031		176838	271			
							OTHER SUPPLIES		19.98	
	API	03/17/2020	W 20MAR2	000031		176838	271			
							REPAIRS & MAINTENANCE BUILDING		33.37	
	API	03/17/2020	W 20MAR2	000031		176838	271			
							REPAIRS & MAINTENANCE BUILDING		12.59	
	API	03/17/2020	W 20MAR2	000031		176838	271			
							REPAIRS & MAINTENANCE BUILDING		79.97	
	API	03/17/2020	W 20MAR2	000031		176838	271			
							OTHER SUPPLIES		54.75	
	API	03/17/2020	W 20MAR2	000031		176838	271			
							OTHER SUPPLIES		13.99	
	API	03/17/2020	W 20MAR2	000031		176838	271			

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YEAR PER JNL	SRC ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE							LINE DESC			
API F3638354-54180							OTHER SUPPLIES		39.56	
03/17/2020 W	20MAR2	000031				176838	271			
API A3031654-54610							REPAIRS & MAINTENANCE BUILDING		142.54	
03/17/2020 W	20MAR2	000031				176839	271			
API A3031654-54610							REPAIRS & MAINTENANCE BUILDING		39.11	
03/17/2020 W	20MAR2	000031				176839	271			
API A3031654-54610							REPAIRS & MAINTENANCE BUILDING		41.88	
03/17/2020 W	20MAR2	000031				176839	271			
API A3031654-54610							REPAIRS & MAINTENANCE BUILDING		12.57	
03/17/2020 W	20MAR2	000031				176839	271			
API A3031654-54610							REPAIRS & MAINTENANCE BUILDING		200.55	
03/17/2020 W	20MAR2	000031				176839	271			
API A3031654-54610							REPAIRS & MAINTENANCE BUILDING		17.99	
03/17/2020 W	20MAR2	000031				176839	271			
API A3537114-54610							REPAIRS & MAINTENANCE BUILDING		24.36	
03/17/2020 W	20MAR2	000031				176839	271			
API A3537114-54610							REPAIRS & MAINTENANCE BUILDING		12.75	
03/17/2020 W	20MAR2	000031				176839	271			
API A3537114-54610							REPAIRS & MAINTENANCE BUILDING		16.05	
03/17/2020 W	20MAR2	000031				176839	271			
API A3537114-54610							REPAIRS & MAINTENANCE BUILDING		85.97	
03/17/2020 W	20MAR2	000031				176839	271			
API A3537114-54610							REPAIRS & MAINTENANCE BUILDING		156.36	
03/17/2020 W	20MAR2	000031				176839	271			
API A3537114-54610							REPAIRS & MAINTENANCE BUILDING		128.05	
03/17/2020 W	20MAR2	000033				176840	271			
API A3638564-54520							GAS & OIL		135.96	
03/17/2020 W	20MAR2	000033				176841	271			
API A3031494-54110							OFFICE SUPPLIES		96.71	
03/17/2020 W	20MAR2	007550				176842	A272JK82AK683L			
API A3537114-54180							OTHER SUPPLIES		122.49	
03/17/2020 W	20MAR2	007550				176843	A272JK82AK683L			
API A3011654-54670							PHONES		3.06	
03/17/2020 W	20MAR2	000050				176844	1000-810-2104			
API A3031444-54670							PHONES		2.15	
03/17/2020 W	20MAR2	000050				176844	1000-810-2104			
API A3143414-54670							PHONES		2.70	
03/17/2020 W	20MAR2	000050				176844	1000-810-2104			
API A3567144-54671							PHONES & FAX		2.43	
03/17/2020 W	20MAR2	000050				176844	1000-810-2104			
API A3031654-54670							PHONES		5.09	
03/17/2020 W	20MAR2	000050				176844	1000-810-2104			
API A3011424-54671							PHONES & FAX		2.44	
03/17/2020 W	20MAR2	000050				176844	1000-810-2104			
API A3517514-54670							PHONES		2.21	
03/17/2020 W	20MAR2	000050				176844	1000-810-2104			
API A3011474-54671							PHONES & FAX		2.02	
03/17/2020 W	20MAR2	000050				176844	1000-810-2104			
API A3051414-54671							PHONES & FAX		3.45	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3021694-54670	03/17/2020 W	20MAR2	000050		176844	1000-810-2104 PHONES		2.43	
API	A3143414-54720	03/17/2020 W	20MAR2	000050		176844	1000-810-2104 SERVICE CONTRACTS - PROF SERV		378.00	
API	E3577164-54140	03/17/2020 W	20MAR2	004131		176845	Z214ALB098 JANITORIAL SUPPLIES		1,350.00	
POL	E3577164-54140	03/17/2020 W	20MAR2	007532	200246	176846	1500 JANITORIAL SUPPLIES	4		1,350.00
API	E3577164-54610	03/17/2020 LIQ/INV	20MAR2	007532	200246	176846	1500 REPAIRS & MAINTENANCE BUILDING	2020	195.00	
API	H3638142-52000-1196	03/17/2020 W	20MAR2	002188		176847	3/4/2020 CAPITAL PROJECT OUTLAY		334.00	
POL	H3638142-52000-1196	03/17/2020 W	20MAR2	000113	190713	176848	539.054.001 CAPITAL PROJECT OUTLAY	4		334.00
API	A3031444-54725	03/17/2020 LIQ/INV	20MAR2	000113	190713	176848	539.054.001 SERVICE CONTRACTS ENGINEERING	2019	3,875.00	
POL	A3031444-54725	03/17/2020 W	20MAR2	000113	190986	176849	539.056.001 SERVICE CONTRACTS ENGINEERING	4		3,875.00
API	H3638332-52000-1259	03/17/2020 LIQ/INV	20MAR2	000113	190986	176849	539.056.001 CAPITAL PROJECT OUTLAY	2019	172,933.25	
POL	H3638332-52000-1259	03/17/2020 W	20MAR2	007114	190489	176850	1071.01 CAPITAL PROJECT OUTLAY	4		172,933.25
API	E3577164-54202	03/17/2020 LIQ/INV	20MAR2	007114	190489	176850	1071.01 CLIENT EXPENSES	2019	235.00	
API	E3577184-54792	03/17/2020 W	20MAR2	007435		176851	3/3/2020 MISCELLANEOUS		1,000.00	
POL	E3577184-54792	03/17/2020 W	20MAR2	007940	190746	176852	3/15/2020 MISCELLANEOUS	4		1,000.00
API	A3031964-54779	03/17/2020 LIQ/INV	20MAR2	007940	190746	176852	3/15/2020 PROPERTY LOSS CITY BUILDING	2019	34,330.00	
POL	A3031964-54779	03/17/2020 W	20MAR2	008165	190618	176853	CHANGE ORDER 2 PROPERTY LOSS CITY BUILDING	4		34,330.00
API	A3031964-54779	03/17/2020 LIQ/INV	20MAR2	008165	190618	176853	CHANGE ORDER 2 PROPERTY LOSS CITY BUILDING	2019	1,736.00	
POL	A3031964-54779	03/17/2020 W	20MAR2	008165	190549	176854	TEMPORARY FENCING PROPERTY LOSS CITY BUILDING	4		1,736.00
API	A3021314-54720	03/17/2020 LIQ/INV	20MAR2	008165	190549	176854	TEMPORARY FENCING SERVICE CONTRACTS - PROF SERV	2019	1,800.00	
POL	A3021314-54720	03/17/2020 W	20MAR2	008435	200250	176855	3/1/2020 SERVICE CONTRACTS - PROF SERV	4		1,800.00
API	A3567194-54720-3000	03/17/2020 LIQ/INV	20MAR2	008435	200250	176855	3/1/2020 SERVICE CONTRACTS - PROF SERV	2020	172.00	
POL	A3567194-54720-3000	03/17/2020 W	20MAR2	007426	200296	176858	CITSAR SERVICE CONTRACTS - PROF SERV	4		172.00
API	A3567174-54610-3000	03/17/2020 LIQ/INV	20MAR2	007426	200296	176858	CITSAR REPAIRS & MAINTENANCE BUILDING	2020	559.00	
POL	A3567174-54610-3000	03/17/2020 W	20MAR2	007426	190778	176859	CITSAR REPAIRS & MAINTENANCE BUILDING	4		559.00
		03/17/2020 LIQ/INV		007426	190778	176859	CITSAR	2019		

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3143414-54610	03/17/2020 W	20MAR2	007426	190585	176860	REPAIRS & MAINTENANCE BUILDING PLUMBING SERVICES		500.00	
POL	A3143414-54610	03/17/2020 LIQ/INV		007426	190585	176860	REPAIRS & MAINTENANCE BUILDING 4 PLUMBING SERVICES 2019			500.00
API	A3143414-54610	03/17/2020 W	20MAR2	007426		176861	REPAIRS & MAINTENANCE BUILDING CITSAR		661.60	
API	A3143414-54610	03/17/2020 W	20MAR2	007426	190586	176863	REPAIRS & MAINTENANCE BUILDING HVAC SERVICES		129.00	
POL	A3143414-54610	03/17/2020 LIQ/INV		007426	190586	176863	REPAIRS & MAINTENANCE BUILDING 4 HVAC SERVICES 2019			129.00
API	A3143024-54720	03/17/2020 W	20MAR2	006039	190953	176865	SERVICE CONTRACTS - PROF SERV 2/28/2020		2,696.73	
POL	A3143024-54720	03/17/2020 LIQ/INV		006039	190953	176865	SERVICE CONTRACTS - PROF SERV 4 2/28/2020 2019			2,838.72
API	A3021694-54720	03/17/2020 W	20MAR2	007067		176866	SERVICE CONTRACTS - PROF SERV 4/29/2020		8,815.00	
API	A3335014-54510	03/17/2020 W	20MAR2	004904		176867	REPAIRS & MAINTENANCE VEHICLE 2879020001		821.10	
API	F3638334-54708	03/17/2020 W	20MAR2	000149	200004	176869	LAB TESTING TESTING		1,510.00	
POL	F3638334-54708	03/17/2020 LIQ/INV		000149	200004	176869	LAB TESTING TESTING	4 2020		1,510.00
API	H3031492-52000-1141	03/17/2020 W	20MAR2	005798	190578	176870	CAPITAL PROJECT OUTLAY RFP 2019-27		39,192.64	
POL	H3031492-52000-1141	03/17/2020 LIQ/INV		005798	190578	176870	CAPITAL PROJECT OUTLAY RFP 2019-27	4 2019		39,192.64
API	H3031492-52000-1141	03/17/2020 W	20MAR2	005798	190733	176871	CAPITAL PROJECT OUTLAY CHANGE ORDER ONE		29,536.37	
POL	H3031492-52000-1141	03/17/2020 LIQ/INV		005798	190733	176871	CAPITAL PROJECT OUTLAY CHANGE ORDER ONE	4 2019		29,536.37
API	H3031492-52000-1141	03/17/2020 W	20MAR2	005798	190812	176872	CAPITAL PROJECT OUTLAY CHANGE ORDERS		757.55	
POL	H3031492-52000-1141	03/17/2020 LIQ/INV		005798	190812	176872	CAPITAL PROJECT OUTLAY CHANGE ORDERS	4 2019		757.55
API	H3031492-52000-1141	03/17/2020 W	20MAR2	005798	190558	176873	CAPITAL PROJECT OUTLAY 19-039		76,712.50	
POL	H3031492-52000-1141	03/17/2020 LIQ/INV		005798	190558	176873	CAPITAL PROJECT OUTLAY 19-039	4 2019		76,712.50
API	A3618684-54540	03/17/2020 W	20MAR2	000112		176874	TRAVEL MILEAGE		27.72	
API	A3618684-54110	03/17/2020 W	20MAR2	000112		176875	OFFICE SUPPLIES SURVEY SCAN		43.89	
API	F3638342-52201	03/17/2020 W	20MAR2	007682		176876	METERS 205549		145.69	
API	E3577164-54792	03/17/2020 W	20MAR2	003203		176877	MISCELLANEOUS 77667\2317818429		839.55	
API	A3537114-54610	03/17/2020 W	20MAR2	008400		176878	REPAIRS & MAINTENANCE BUILDING 871236		516.21	
API	G3638122-52300						MISCELLANEOUS EQUIPMENT		756.70	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3143124-54160	03/17/2020 W	20MAR2	008015		176879	5274SP UNIFORMS		29.99	
API	G3638124-54180	03/17/2020 W	20MAR2	006284		176880	CLOTHING REIMB OTHER SUPPLIES		33.44	
API	A3567144-54510-3000	03/17/2020 W	20MAR2	000139		176881	3691 REPAIRS & MAINTENANCE VEHICLE		60.90	
API	H3031492-52000-1141	03/17/2020 W	20MAR2	000143		176882	76060 CAPITAL PROJECT OUTLAY		180.00	
API	A3031634-54610	03/17/2020 W	20MAR2	005555		176883	55229 VC REPAIRS & MAINTENANCE BUILD		270.00	
API	A3011654-54730	03/17/2020 W	20MAR2	005555		176884	55229 SERVICE CONTRACTS MAINTENANCE		13,378.70	
API	A3638184-54521	03/17/2020 W	20MAR2	005555		176885	55229 TIPPING FEES		575.25	
API	A3638184-54700	03/17/2020 W	20MAR2	000417	200223	176886	28-34321 0 TRANSPORTATION		210.00	
POL	A3638184-54521	03/17/2020 W	20MAR2	000417	200223	176886	28-34321 0 TIPPING FEES			575.25
POL	A3638184-54700	03/17/2020 LIQ/INV		000417	200223	176886	28-34321 0 TRANSPORTATION	4 2020		210.00
API	A3638184-54521	03/17/2020 LIQ/INV		000417	200223	176886	28-34321 0 TIPPING FEES	4 2020	5,963.75	
API	A3638184-54700	03/17/2020 W	20MAR2	000417	200223	176887	28-34321 0 TRANSPORTATION		1,890.00	
POL	A3638184-54521	03/17/2020 W	20MAR2	000417	200223	176887	28-34321 0 TIPPING FEES			5,963.75
POL	A3638184-54700	03/17/2020 LIQ/INV		000417	200223	176887	28-34321 0 TRANSPORTATION	4 2020		1,890.00
API	A3143124-54180	03/17/2020 LIQ/INV		000417	200223	176887	28-34321 0 OTHER SUPPLIES	4 2020	154.58	
API	A3051414-54573	03/17/2020 W	20MAR2	002948		176888	6731216 RISK-SAFETY PROGRAMMING		639.63	
API	A3143414-54771	03/17/2020 W	20MAR2	002948		176889	6731216 SERVICE CONTRACTS INS RECOVERY		64.35	
API	A3335184-54750	03/17/2020 W	20MAR2	000136		176890	3/1/2020 STREET LIGHTING		152.29	
API	F3638334-54650	03/17/2020 W	20MAR2	002858		176891	2/29/2020 UTILITIES		54.00	
API	A044-41640	03/17/2020 W	20MAR2	002858		176891	2/29/2020 AMBULANCE TRANSPORT CHARGES		1,025.00	
API	A3011424-54760	03/17/2020 W	20MAR2	008454		176892	11/16/2019 LEGAL		150.00	
API	A3021692-52230	03/17/2020 W	20MAR2	008458		176893	NYSBA-CLE HARDWARE		1,220.00	
API	A3143412-52400	03/17/2020 W	20MAR2	002450		176894	16867341 VEHICLES		51,903.46	
POL	A3143412-52400	03/17/2020 W	20MAR2	007720	190806	176895	54462 VEHICLES			51,903.46
		03/17/2020 LIQ/INV		007720	190806	176895	54462	4 2019		

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API	A3567194-54180-3000	03/17/2020	W 20MAR2	007264		176896	OTHER SUPPLIES 54001		108.40	
API	H3031492-52000-1141	03/17/2020	W 20MAR2	007961	190574	176897	CAPITAL PROJECT OUTLAY RFP 2019-28		332,487.95	
POL	H3031492-52000-1141	03/17/2020	LIQ/INV	007961	190574	176897	CAPITAL PROJECT OUTLAY RFP 2019-28	4 2019		332,487.95
API	E3577164-54330	03/17/2020	W 20MAR2	004218	200261	176898	REPAIRS & MAINTENANCE EQUIPMEN 2/24/2020		305.00	
POL	E3577164-54330	03/17/2020	LIQ/INV	004218	200261	176898	REPAIRS & MAINTENANCE EQUIPMEN 2/24/2020	4 2020		305.00
API	A3567144-54740	03/17/2020	W 20MAR2	000172		176899	SERVICE CONTRACTS - EQUIPMENT SSCI15		114.52	
API	A3143414-54330	03/17/2020	W 20MAR2	000796		176900	REPAIRS & MAINTENANCE EQUIPMEN 1/27/2020		4,098.02	
API	A3031624-54180	03/17/2020	W 20MAR2	004687		176901	OTHER SUPPLIES 3084		104.43	
API	A3143414-54471	03/17/2020	W 20MAR2	004589	200288	176902	EMS TRAINING 2020-1ST INSTALLMENT		13,846.00	
POL	A3143414-54471	03/17/2020	LIQ/INV	004589	200288	176902	EMS TRAINING 2020-1ST INSTALLMENT	4 2020		13,846.00
API	H3031652-52000-1233	03/17/2020	W 20MAR2	006082	190655	176903	WELDING PAIN BOOTH GARAGE 2/29/2020		5,986.28	
POL	H3031652-52000-1233	03/17/2020	LIQ/INV	006082	190655	176903	WELDING PAIN BOOTH GARAGE 2/29/2020	4 2019		5,986.28
API	A3011474-54290	03/17/2020	W 20MAR2	000483		176904	MEDICAL EXAMS 17583		50.00	
API	F3638334-54330	03/17/2020	W 20MAR2	002843		176905	REPAIRS & MAINTENANCE EQUIPMEN NYMEC1264		27.15	
API	A3335014-54330	03/17/2020	W 20MAR2	000001		176906	REPAIRS & MAINTENANCE EQUIPMEN DPW		36.30	
API	A3021694-54740	03/17/2020	W 20MAR2	007350	200017	176907	SERVICE CONTRACTS - EQUIPMENT 37216		1,305.00	
POL	A3021694-54740	03/17/2020	LIQ/INV	007350	200017	176907	SERVICE CONTRACTS - EQUIPMENT 37216	4 2020		1,305.00
API	A3638184-54719	03/17/2020	W 20MAR2	004899	180906	176908	PROF SERVICES LANDFILL LINE 10258-0007-001		333.00	
POL	A3638184-54719	03/17/2020	LIQ/INV	004899	180906	176908	PROF SERVICES LANDFILL LINE 10258-0007-001	4 2018		333.00
API	A3051354-54720	03/17/2020	W 20MAR2	004899	190001	176909	SERVICE CONTRACTS - PROF SERV 72146		867.00	
POL	A3051354-54720	03/17/2020	LIQ/INV	004899	190001	176909	SERVICE CONTRACTS - PROF SERV 72146	4 2019		867.00
API	A3638194-54520	03/17/2020	W 20MAR2	002421		176910	GAS & OIL 1003133		97.18	
API	H3031652-52000-1233	03/17/2020	W 20MAR2	008326	190670	176911	WELDING PAIN BOOTH GARAGE 6645		30,085.88	
POL	H3031652-52000-1233	03/17/2020	LIQ/INV	008326	190670	176911	WELDING PAIN BOOTH GARAGE 6645	4 2019		30,085.88
API	A3335014-54520						GAS & OIL		3,572.82	

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API	A3335124-54520	03/17/2020 W	20MAR2	006207		176912	8097 GAS & OIL		1,933.98	
API	A3031444-54520	03/17/2020 W	20MAR2	006207		176912	8097 GAS & OIL		249.21	
API	A3051354-54520	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		11.37	
API	A3113624-54520	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		128.74	
API	A3143124-54520	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		363.03	
API	A3143414-54520	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		975.58	
API	A3335014-54520	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		1,505.24	
API	A3335124-54520	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		782.24	
API	A3567144-54520-3000	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		420.56	
API	A3638194-54520	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		125.24	
API	E3577164-54520	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		41.92	
API	F3638334-54520	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		260.18	
API	F3638344-54520	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		465.81	
API	F3638354-54520	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		274.93	
API	G3638124-54520	03/17/2020 W	20MAR2	006207		176913	8097 GAS & OIL		328.05	
API	A3143124-54520	03/17/2020 W	20MAR2	006207		176914	8097 GAS & OIL		6,042.75	
API	A3567144-54180-3000	03/17/2020 W	20MAR2	000189		176915	OTHER SUPPLIES 800013294		32.20	
API	A3143414-54200	03/17/2020 W	20MAR2	000189		176916	HOUSE SUPPLIES 849444310		153.70	
API	A3031634-54610	03/17/2020 W	20MAR2	000189		176917	VC REPAIRS & MAINTENANCE BUILD 800013294		284.20	
API	E3577164-54140	03/17/2020 W	20MAR2	000189		176918	JANITORIAL SUPPLIES 812909570		417.06	
API	A3143424-54180	03/17/2020 W	20MAR2	004542	190400	176919	OTHER SUPPLIES 205698		471.86	
POL	A3143424-54180	03/17/2020 LIQ/INV	20MAR2	004542	190400	176919	OTHER SUPPLIES 205698	4 2019		471.86
API	Y3618664-54984-469	03/17/2020 W	20MAR2	007144		176920	HABITAT FOR HUMANITY 2019 CDBG	Y	25,955.37	
API	A3143424-54180	03/17/2020 W	20MAR2	006100	190401	176921	OTHER SUPPLIES 2534048		2,069.08	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3143424-54180	03/17/2020 W	20MAR2	006100		176921	OTHER SUPPLIES 2534048		138.36	
POL	A3143424-54180	03/17/2020 LIQ/INV		006100	190401	176921	OTHER SUPPLIES 2534048	4 2019		2,069.08
API	A3031654-54210	03/17/2020 W	20MAR2	006154		176922	GARAGE SUPPLIES 167151		40.00	
API	A3031624-54140	03/17/2020 W	20MAR2	000211		176923	JANITORIAL SUPPLIES 7694		523.81	
API	A3335654-54610	03/17/2020 W	20MAR2	000211	200226	176925	REPAIRS & MAINTENANCE BUILDING 7694		523.81	
API	A3537114-54610	03/17/2020 W	20MAR2	000211	200226	176925	REPAIRS & MAINTENANCE BUILDING 7694		523.81	
POL	A3335654-54610	03/17/2020 LIQ/INV		000211	200226	176925	REPAIRS & MAINTENANCE BUILDING 4 7694 2020			523.81
POL	A3537114-54610	03/17/2020 LIQ/INV		000211	200226	176925	REPAIRS & MAINTENANCE BUILDING 4 7694 2020			523.81
API	A3031624-54610	03/17/2020 W	20MAR2	000211	200226	176926	REPAIRS & MAINTENANCE BUILDING 7694		1,047.62	
API	A3638184-54610	03/17/2020 W	20MAR2	000211	200226	176926	REPAIRS & MAINTENANCE BUILDING 7694		523.81	
POL	A3031624-54610	03/17/2020 LIQ/INV		000211	200226	176926	REPAIRS & MAINTENANCE BUILDING 4 7694 2020			1,047.62
POL	A3638184-54610	03/17/2020 LIQ/INV		000211	200226	176926	REPAIRS & MAINTENANCE BUILDING 4 7694 2020			523.81
API	A3335014-54510	03/17/2020 W	20MAR2	007831		176927	REPAIRS & MAINTENANCE VEHICLE 11534		600.00	
API	A3335014-54180	03/17/2020 W	20MAR2	002439		176928	OTHER SUPPLIES 6035322504016258		41.42	
API	A3335014-54180	03/17/2020 W	20MAR2	002439		176929	OTHER SUPPLIES 6035322504016258		56.68	
API	A3537114-54180	03/17/2020 W	20MAR2	002439		176930	OTHER SUPPLIES 6035322504016258		74.39	
API	A3143124-54140	03/17/2020 W	20MAR2	002439		176931	JANITORIAL SUPPLIES 712642		147.40	
API	A3335014-54180	03/17/2020 W	20MAR2	002439		176932	OTHER SUPPLIES 6035322504016258		140.88	
API	A3567194-54610-3000	03/17/2020 W	20MAR2	002439		176932	REPAIRS & MAINTENANCE BUILDING 6035322504016258		11.50	
API	A3567194-54610-3000	03/17/2020 W	20MAR2	002439		176933	REPAIRS & MAINTENANCE BUILDING 6035322504016258		578.64	
API	A3567194-54610-3000	03/17/2020 W	20MAR2	002439		176933	REPAIRS & MAINTENANCE BUILDING 6035322504016258		226.67	
API	A3031644-54180	03/17/2020 W	20MAR2	002439		176933	ARTS CENTER OTHER SUPPLIES 6035322504016258		69.91	
API	E3577164-54230	03/17/2020 W	20MAR2	000221		176934	DUES 00337932		495.00	
API	E3577164-54230	03/17/2020 W	20MAR2	000221		176935	DUES 00337946		495.00	
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		650.95	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		03/17/2020	W 20MAR2	005966		176936	SARAT001			
API	A3031444-54230						DUES		287.00	
		03/17/2020	W 20MAR2	004311		176937	6/20/19			
API	A3051414-54110						OFFICE SUPPLIES		4,169.98	
		03/17/2020	W 20MAR2	008397	190974	176938	0326372			
POL	A3051414-54110						OFFICE SUPPLIES	4		4,169.98
		03/17/2020	LIQ/INV	008397	190974	176938	0326372	2019		
API	A3011424-54440						BOOKS PUBLICATIONS & SUBSCRITI		87.00	
		03/17/2020	W 20MAR2	006200		176939	4253P5K7			
API	H3031652-52000-1233						WELDING PAIN BOOTH GARAGE		1,249.00	
		03/17/2020	W 20MAR2	006695		176940	29 VAN RENSSELAER			
API	A3031594-54610						REPAIRS & MAINTENANCE BUILDING		28.50	
		03/17/2020	W 20MAR2	000270	200010	176941	0019118			
API	A3031624-54720						SERVICE CONTRACTS - PROF SERV		48.50	
		03/17/2020	W 20MAR2	000270	200010	176941	0019118			
API	A3031634-54610						VC REPAIRS & MAINTENANCE BUILD		38.50	
		03/17/2020	W 20MAR2	000270	200010	176941	0019118			
API	A3537114-54720						SERVICE CONTRACTS - PROF SERV		105.50	
		03/17/2020	W 20MAR2	000270	200010	176941	0019118			
API	A3537214-54610						REPAIRS & MAINTENANCE BUILDING		38.50	
		03/17/2020	W 20MAR2	000270	200010	176941	0019118			
API	A3567174-54720-3000						SERVICE CONTRACTS - PROF SERV		77.00	
		03/17/2020	W 20MAR2	000270	200010	176941	0019118			
API	A3567194-54720-3000						SERVICE CONTRACTS - PROF SERV		68.50	
		03/17/2020	W 20MAR2	000270	200010	176941	0019118			
API	G3638124-54331						REPAIRS & MAINTENANCE PUMPS		1,065.00	
		03/17/2020	W 20MAR2	000270	200010	176941	0019118			
POL	A3031594-54610						REPAIRS & MAINTENANCE BUILDING 4			28.50
		03/17/2020	LIQ/INV	000270	200010	176941	0019118	2020		
POL	A3031624-54720						SERVICE CONTRACTS - PROF SERV 4			48.50
		03/17/2020	LIQ/INV	000270	200010	176941	0019118	2020		
POL	A3031634-54610						VC REPAIRS & MAINTENANCE BUILD 4			38.50
		03/17/2020	LIQ/INV	000270	200010	176941	0019118	2020		
POL	A3537114-54720						SERVICE CONTRACTS - PROF SERV 4			105.50
		03/17/2020	LIQ/INV	000270	200010	176941	0019118	2020		
POL	A3537214-54610						REPAIRS & MAINTENANCE BUILDING 4			38.50
		03/17/2020	LIQ/INV	000270	200010	176941	0019118	2020		
POL	A3567174-54720-3000						SERVICE CONTRACTS - PROF SERV 4			77.00
		03/17/2020	LIQ/INV	000270	200010	176941	0019118	2020		
POL	A3567194-54720-3000						SERVICE CONTRACTS - PROF SERV 4			68.50
		03/17/2020	LIQ/INV	000270	200010	176941	0019118	2020		
POL	G3638124-54331						REPAIRS & MAINTENANCE PUMPS 4			1,065.00
		03/17/2020	LIQ/INV	000270	200010	176941	0019118	2020		
API	A3011474-54290						MEDICAL EXAMS		218.00	
		03/17/2020	W 20MAR2	001499		176942	2/28/2020 SERVICES			
API	A3638564-54180						OTHER SUPPLIES		63.49	
		03/17/2020	W 20MAR2	000290		176943	COS101			
API	A3051414-54573						RISK-SAFETY PROGRAMMING		380.43	
		03/17/2020	W 20MAR2	000290		176944	COS101			

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API	A3335014-54510	03/17/2020 W	20MAR2	000271		176945	REPAIRS & MAINTENANCE VEHICLE 11/14/19		486.00	
API	A3143424-54180	03/17/2020 W	20MAR2	008208	190402	176947	OTHER SUPPLIES 58798957		612.67	
POL	A3143424-54180	03/17/2020 LIQ/INV		008208	190402	176947	OTHER SUPPLIES 58798957	4 2019		612.67
API	E3577164-54230	03/17/2020 W	20MAR2	006279		176948	DUES 1307491		495.00	
API	A3143412-52610	03/17/2020 W	20MAR2	004407		176949	FIREFIGHTERS EQUIPMENT C35875		335.89	
API	H3537112-52000-1165	03/17/2020 W	20MAR2	005250	190844	176951	CAPITAL PROJECT OUTLAY 1936		10,684.00	
POL	H3537112-52000-1165	03/17/2020 LIQ/INV		005250	190844	176951	CAPITAL PROJECT OUTLAY 1936	4 2019		10,684.00
API	H3537112-52000-1165	03/17/2020 W	20MAR2	005250	190844	176952	CAPITAL PROJECT OUTLAY 1936		27,497.00	
POL	H3537112-52000-1165	03/17/2020 LIQ/INV		005250	190844	176952	CAPITAL PROJECT OUTLAY 1936	4 2019		27,497.00
API	H3537112-52000-1165	03/17/2020 W	20MAR2	005250	190844	176953	CAPITAL PROJECT OUTLAY 1936		13,055.00	
POL	H3537112-52000-1165	03/17/2020 LIQ/INV		005250	190844	176953	CAPITAL PROJECT OUTLAY 1936	4 2019		13,055.00
API	H3638332-52000-1259	03/17/2020 W	20MAR2	006513	190590	176954	CAPITAL PROJECT OUTLAY MJ1071.01		16,757.50	
POL	H3638332-52000-1259	03/17/2020 LIQ/INV		006513	190590	176954	CAPITAL PROJECT OUTLAY MJ1071.01	4 2019		16,757.50
API	A3335014-54510	03/17/2020 W	20MAR2	000386		176955	REPAIRS & MAINTENANCE VEHICLE 6017550		222.68	
API	H3031492-52000-1141	03/17/2020 W	20MAR2	005797	190557	176956	CAPITAL PROJECT OUTLAY 19-107		480,596.08	
POL	H3031492-52000-1141	03/17/2020 LIQ/INV		005797	190557	176956	CAPITAL PROJECT OUTLAY 19-107	4 2019		480,596.08
API	A3031654-54160	03/17/2020 W	20MAR2	004678	200080	176957	UNIFORMS PANTS/STEFFEN		99.99	
POL	A3031654-54160	03/17/2020 LIQ/INV		004678	200080	176957	UNIFORMS PANTS/STEFFEN	4 2020		200.00
API	A3567144-54160-3000	03/17/2020 W	20MAR2	004678	200163	176958	UNIFORMS BOOTS/FARRINGTON		114.99	
POL	A3567144-54160-3000	03/17/2020 LIQ/INV		004678	200163	176958	UNIFORMS BOOTS/FARRINGTON	4 2020		200.00
API	A3638194-54160	03/17/2020 W	20MAR2	004678	200179	176959	UNIFORMS BOOTS/BURGESS		115.99	
POL	A3638194-54160	03/17/2020 LIQ/INV		004678	200179	176959	UNIFORMS BOOTS/BURGESS	4 2020		200.00
API	A3031624-54160	03/17/2020 W	20MAR2	004678	200059	176960	UNIFORMS BOOTS/DEGEN		125.99	
POL	A3031624-54160	03/17/2020 LIQ/INV		004678	200059	176960	UNIFORMS BOOTS/DEGEN	4 2020		200.00
API	A3031624-54160						UNIFORMS		129.99	

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POL	A3031624-54160	03/17/2020	W 20MAR2	004678	200057	176961	BOOTS/BROWN UNIFORMS	4 2020		200.00
API	A3113624-54160	03/17/2020	LIQ/INV	004678	200057	176961	BOOTS/BROWN UNIFORMS		139.99	
POL	A3113624-54160	03/17/2020	W 20MAR2	004678	200046	176962	UNIFORM/FRITZ-THOMAS UNIFORMS	4 2020		150.00
API	A3031654-54160	03/17/2020	LIQ/INV	004678	200046	176962	UNIFORM/FRITZ-THOMAS UNIFORMS		139.99	
POL	A3031654-54160	03/17/2020	W 20MAR2	004678	200066	176963	BOOTS/HILLIKER, J. UNIFORMS	4 2020		200.00
API	A3031654-54160	03/17/2020	LIQ/INV	004678	200066	176963	BOOTS/HILLIKER, J. UNIFORMS		152.99	
POL	A3031654-54160	03/17/2020	W 20MAR2	004678	200063	176964	BOOTS/BUTTERFIELD UNIFORMS	4 2020		200.00
API	A3335014-54160	03/17/2020	LIQ/INV	004678	200063	176964	BOOTS/BUTTERFIELD UNIFORMS		166.49	
POL	A3335014-54160	03/17/2020	W 20MAR2	004678	200114	176965	BOOTS/SMITH UNIFORMS	4 2020		200.00
API	A3335124-54160	03/17/2020	LIQ/INV	004678	200114	176965	BOOTS/SMITH UNIFORMS		175.45	
POL	A3335124-54160	03/17/2020	W 20MAR2	004678	200144	176966	PANTS/RAIA, G. UNIFORMS	4 2020		200.00
API	G3638114-54160	03/17/2020	LIQ/INV	004678	200144	176966	PANTS/RAIA, G. UNIFORMS		193.45	
POL	G3638114-54160	03/17/2020	W 20MAR2	004678	200198	176967	PANTS/DELANEY, JEROD UNIFORMS	4 2020		200.00
API	A3567194-54160-3000	03/17/2020	LIQ/INV	004678	200198	176967	PANTS/DELANEY, JEROD UNIFORMS		194.95	
POL	A3567194-54160-3000	03/17/2020	W 20MAR2	004678	200172	176968	PANTS/BEAN UNIFORMS	4 2020		200.00
API	A3335014-54160	03/17/2020	LIQ/INV	004678	200172	176968	PANTS/BEAN UNIFORMS		197.95	
POL	A3335014-54160	03/17/2020	W 20MAR2	004678	200082	176969	PANTS/COSTELLO UNIFORMS	4 2020		200.00
API	A3031624-54160	03/17/2020	LIQ/INV	004678	200082	176969	PANTS/COSTELLO UNIFORMS		199.95	
POL	A3031624-54160	03/17/2020	W 20MAR2	004678	200058	176970	PANTS/BROWN UNIFORMS	4 2020		200.00
API	A3031654-54160	03/17/2020	LIQ/INV	004678	200058	176970	PANTS/BROWN UNIFORMS		199.95	
POL	A3031654-54160	03/17/2020	W 20MAR2	004678	200067	176971	PANTS/HILLIKER, J. UNIFORMS	4 2020		200.00
API	A3335014-54160	03/17/2020	LIQ/INV	004678	200067	176971	PANTS/HILLIKER, J. UNIFORMS		199.96	
POL	A3335014-54160	03/17/2020	W 20MAR2	004678	200090	176972	PANTS/GARY, ADAM UNIFORMS	4 2020		200.00
API	A3335654-54160	03/17/2020	LIQ/INV	004678	200090	176972	PANTS/GARY, ADAM UNIFORMS		199.99	
		03/17/2020	W 20MAR2	004678	200147	176973	BOOTS/HEENEY			

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YEAR PER JNL	SRC ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE							LINE DESC			
POL	A3335654-54160						UNIFORMS	4		200.00
	03/17/2020 LIQ/INV			004678	200147	176973	BOOTS/HEENEY	2020		
API	A3335014-54160						UNIFORMS		200.00	
	03/17/2020 W 20MAR2			004678	200094	176974	PANTS/LANDER			
POL	A3335014-54160						UNIFORMS	4		200.00
	03/17/2020 LIQ/INV			004678	200094	176974	PANTS/LANDER	2020		
API	A3335654-54160						UNIFORMS		200.00	
	03/17/2020 W 20MAR2			004678	200148	176975	PANTS/HEENEY			
POL	A3335654-54160						UNIFORMS	4		200.00
	03/17/2020 LIQ/INV			004678	200148	176975	PANTS/HEENEY	2020		
API	A3567144-54160-3000						UNIFORMS		200.00	
	03/17/2020 W 20MAR2			004678	200166	176976	PANTS/MURRAY			
POL	A3567144-54160-3000						UNIFORMS	4		200.00
	03/17/2020 LIQ/INV			004678	200166	176976	PANTS/MURRAY	2020		
API	A3335124-54160						UNIFORMS		200.00	
	03/17/2020 W 20MAR2			004678	200132	176977	BOOTS/GARY, ANDREW			
POL	A3335124-54160						UNIFORMS	4		200.00
	03/17/2020 LIQ/INV			004678	200132	176977	BOOTS/GARY, ANDREW	2020		
API	A3031654-54160						UNIFORMS		200.00	
	03/17/2020 W 20MAR2			004678	200064	176978	PANTS/BUTTERFIELD			
POL	A3031654-54160						UNIFORMS	4		200.00
	03/17/2020 LIQ/INV			004678	200064	176978	PANTS/BUTTERFIELD	2020		
API	A3335014-54400						SALT & SAND		13,387.05	
	03/17/2020 W 20MAR2			006960	200015	176979	5379818			
POL	A3335014-54400						SALT & SAND	4		13,387.05
	03/17/2020 LIQ/INV			006960	200015	176979	5379818	2020		
API	Y3618654-54492-466						MOTHER SUSAN ANDERSON EMERGENC	Y	948.04	
	03/17/2020 W 20MAR2			003920		176980	2019 CDBG			
API	A3011474-54740						SERVICE CONTRACTS - EQUIPMENT		50.69	
	03/17/2020 W 20MAR2			006512		176981	CS06-001			
API	A3021314-54740						SERVICE CONTRACTS - EQUIPMENT		149.04	
	03/17/2020 W 20MAR2			007582		176982	4/1/2020			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		124.64	
	03/17/2020 W 20MAR2			006731		176983	43914			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		55.00	
	03/17/2020 W 20MAR2			006731		176983	43914			
API	A3143314-54961						SIGNS & POSTS		682.31	
	03/17/2020 W 20MAR2			000309		176984	SAR-03-004			
API	A3031654-54210						GARAGE SUPPLIES		1,074.00	
	03/17/2020 W 20MAR2			000309		176985	SAR-03-004			
API	A3031624-54610						REPAIRS & MAINTENANCE BUILDING		349.00	
	03/17/2020 W 20MAR2			007931	190252	176986	ELEVATOR INSPECTIONS			
API	A3031644-54612						ARTS CENTER REPAIRS & MAIN		349.00	
	03/17/2020 W 20MAR2			007931	190252	176986	ELEVATOR INSPECTIONS			
API	A3335654-54610						REPAIRS & MAINTENANCE BUILDING		349.00	
	03/17/2020 W 20MAR2			007931	190252	176986	ELEVATOR INSPECTIONS			
POL	A3031624-54610						REPAIRS & MAINTENANCE BUILDING	4		349.00
	03/17/2020 LIQ/INV			007931	190252	176986	ELEVATOR INSPECTIONS	2019		
POL	A3031644-54612						ARTS CENTER REPAIRS & MAIN	4		349.00

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POL	A3335654-54610	03/17/2020	LIQ/INV	007931	190252	176986	ELEVATOR INSPECTIONS 2019			
							REPAIRS & MAINTENANCE BUILDING 4			349.00
API	A3143314-54332	03/17/2020	LIQ/INV	007931	190252	176986	ELEVATOR INSPECTIONS 2019			
							MATERIALS & REPAIRS TRAFFIC LT		18,778.00	
POL	A3143314-54332	03/17/2020	W 20MAR2	000656	190690	176987	1/23/2020			
							MATERIALS & REPAIRS TRAFFIC LT 4			18,778.00
API	A3011214-54250	03/17/2020	LIQ/INV	000656	190690	176987	1/23/2020 2019			
							CONFERENCE REGISTRATION		130.00	
API	G3638114-54180	03/17/2020	W 20MAR2	000305		176988	2/27/2020			
							OTHER SUPPLIES		700.00	
API	F3638334-54250	03/17/2020	W 20MAR2	001903		176989	8489			
							CONFERENCE REGISTRATION		260.00	
API	A3335014-54100	03/17/2020	W 20MAR2	000795		176990	NY0038403			
							RUBBLE BLACKTOP STONE OIL		649.75	
API	A3143124-54720	03/17/2020	W 20MAR2	000327		176991	19018			
							SERVICE CONTRACTS - PROF SERV	Y	51.73	
API	F3638354-54100	03/17/2020	W 20MAR2	003602		176992	35149			
							RUBBLE BLACKTOP STONE OIL		76.10	
API	A3143014-54740	03/17/2020	W 20MAR2	000329		176993	222			
							SERVICE CONTRACTS - EQUIPMENT		7.45	
API	A3143124-54740	03/17/2020	W 20MAR2	000223		176994	4659857			
							SERVICE CONTRACTS - EQUIPMENT		55.26	
API	A3143124-54740	03/17/2020	W 20MAR2	000223		176995	4659857			
							SERVICE CONTRACTS - EQUIPMENT		71.11	
API	A3143124-54740	03/17/2020	W 20MAR2	000223		176996	4659857			
							SERVICE CONTRACTS - EQUIPMENT		91.43	
API	A3143124-54979	03/17/2020	W 20MAR2	000223		176997	4659909			
							HORSE CARE		388.64	
API	A3143124-54979	03/17/2020	W 20MAR2	001559		176998	SSPD			
							HORSE CARE		1,563.73	
API	A3031654-54180	03/17/2020	W 20MAR2	001559		176999	SSPD			
							OTHER SUPPLIES		34.80	
API	A3567144-54510-3000	03/17/2020	W 20MAR2	006851		177000	4305			
							REPAIRS & MAINTENANCE VEHICLE		192.42	
API	A3567174-54180-3000	03/17/2020	W 20MAR2	006851		177000	4305			
							OTHER SUPPLIES		715.98	
API	G3638124-54510	03/17/2020	W 20MAR2	006851		177000	4305			
							REPAIRS & MAINTENANCE VEHICLE		96.77	
API	A3143124-54510	03/17/2020	W 20MAR2	006851		177000	4305			
							REPAIRS & MAINTENANCE VEHICLE		1,552.94	
API	A3143414-54510	03/17/2020	W 20MAR2	006851		177001	4310			
							REPAIRS & MAINTENANCE VEHICLE		20.52	
API	A3335014-54510	03/17/2020	W 20MAR2	006851		177001	4310			
							REPAIRS & MAINTENANCE VEHICLE		2,658.11	
API	A3143124-54510	03/17/2020	W 20MAR2	006851		177002	4305			
							REPAIRS & MAINTENANCE VEHICLE		175.00	
API	A3143124-54510	03/17/2020	W 20MAR2	007574		177003	SSPD			
							REPAIRS & MAINTENANCE VEHICLE		260.00	
							1207			

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API	A3638164-54250	03/17/2020 W	20MAR2	008459		177005	CONFERENCE REGISTRATION AL FLICK	Y	100.00	
API	A3143124-54180	03/17/2020 W	20MAR2	006943		177006	OTHER SUPPLIES VN1969		198.08	
API	E3577164-54201	03/17/2020 W	20MAR2	000505		177007	BUSINESS EXPENSE/SALES 2/18/2020		2,700.00	
API	A3537114-54180	03/17/2020 W	20MAR2	003319		177008	OTHER SUPPLIES SPRING 2020		95.00	
API	G3638134-54731	03/17/2020 W	20MAR2	000016		177010	CURRENT CHARGES SEWER DIST		989,585.75	
API	A-2670	03/17/2020 W	20MAR2	000016		177011	DUE TO COUNTY TAX PMT		3,154,762.80	
API	A3143414-54150	03/17/2020 W	20MAR2	000368		177012	EMS SUPPLIES SSFD		12.77	
API	F3638334-54180	03/17/2020 W	20MAR2	000371		177013	OTHER SUPPLIES 4343		8.77	
API	F3638334-54180	03/17/2020 W	20MAR2	000371		177013	OTHER SUPPLIES 4343		1.60	
API	F3638334-54610	03/17/2020 W	20MAR2	000371		177013	REPAIRS & MAINTENANCE BUILDING 4343		35.99	
API	A3567144-54180-3000	03/17/2020 W	20MAR2	000371		177014	OTHER SUPPLIES 4343		112.83	
API	F3638334-54180	03/17/2020 W	20MAR2	000371		177014	OTHER SUPPLIES 4343		34.97	
API	A3011934-54775	03/17/2020 W	20MAR2	000418		177015	SELF INSURANCE CLAIM		7,757.50	
API	E3577184-54723	03/17/2020 W	20MAR2	008386	190837	177016	SERV CONT CONSTRUCTION 3/1/2020		2,000.00	
POL	E3577184-54723	03/17/2020 LIQ/INV		008386	190837	177016	SERV CONT CONSTRUCTION 3/1/2020	4 2019		2,000.00
API	A3567154-54600	03/17/2020 W	20MAR2	004701		177017	ADVERTISING 2529		160.00	
API	E3577164-54420	03/17/2020 W	20MAR2	004701		177018	ADVERTISING 2722		725.00	
API	E3577164-54201	03/17/2020 W	20MAR2	003147		177019	BUSINESS EXPENSE/SALES FLAG DAY PARADE		500.00	
API	A3051414-54490	03/17/2020 W	20MAR2	000374		177020	GENERAL ADVERTISING 19397		40.52	
API	A3021364-54420	03/17/2020 W	20MAR2	000374		177021	ADVERTISING 19268		190.40	
API	A3031624-54610	03/17/2020 W	20MAR2	002787	200307	177022	REPAIRS & MAINTENANCE BUILDING 5000032110		485.43	
API	A3031644-54612	03/17/2020 W	20MAR2	002787	200307	177022	ARTS CENTER REPAIRS & MAIN 5000032110		485.43	
POL	A3031624-54610	03/17/2020 LIQ/INV		002787	200307	177022	REPAIRS & MAINTENANCE BUILDING 5000032110	4 2020		485.43
POL	A3031644-54612	03/17/2020 LIQ/INV		002787	200307	177022	ARTS CENTER REPAIRS & MAIN 5000032110	4 2020		485.43
API	E3577164-54110						OFFICE SUPPLIES		132.83	

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API	Y3618664-54494-471	03/17/2020 W	20MAR2	005561		177023	2/11/2020 SHELTER REHAB	Y	420.00	
API	A3638564-54320	03/17/2020 W	20MAR2	000514		177024	2019 CDBG TOOLS		25.46	
API	G3638124-54331	03/17/2020 W	20MAR2	007972		177025	2/21/2020 REPAIRS & MAINTENANCE PUMPS		2,857.00	
POL	G3638124-54331	03/17/2020 W	20MAR2	000907	190638	177026	204426 REPAIRS & MAINTENANCE PUMPS	4 2019		2,857.00
API	A3021314-54650	03/17/2020 LIQ/INV	20MAR2	000907	190638	177026	204426 UTILITIES		15,672.06	
API	A-2630	03/17/2020 W	20MAR2	007721		177027	1064 DUE TO OTHER FUNDS		31,024.77	
API	A3638194-54520	03/17/2020 W	20MAR2	000739		177028	1ST QTR 2020 GAS & OIL		709.36	
API	A3143414-54520	03/17/2020 W	20MAR2	008048		177029	27640000 GAS & OIL		824.28	
API	A3335014-54520	03/17/2020 W	20MAR2	008048		177030	27640000 GAS & OIL		2,794.00	
API	A3567144-54520-3000	03/17/2020 W	20MAR2	008048		177030	27640000 GAS & OIL		182.49	
API	A3638564-54520	03/17/2020 W	20MAR2	008048		177030	27640000 GAS & OIL		435.79	
API	F3638354-54520	03/17/2020 W	20MAR2	008048		177030	27640000 GAS & OIL		506.92	
API	G3638124-54520	03/17/2020 W	20MAR2	008048		177030	27640000 GAS & OIL		257.57	
API	A3335014-54520	03/17/2020 W	20MAR2	008048		177030	27640000 GAS & OIL		5,941.69	
API	A3335124-54520	03/17/2020 W	20MAR2	008048		177031	27640000 GAS & OIL		1,237.62	
API	A3051414-54110	03/17/2020 W	20MAR2	002237		177032	3440684815 OFFICE SUPPLIES		135.51	
API	E3577164-54110	03/17/2020 W	20MAR2	002237		177033	2440511793 OFFICE SUPPLIES		529.94	
API	A3051414-54110	03/17/2020 W	20MAR2	002237		177034	3440511900,901 REFUND PRIOR YEAR TAXES	Y	23,271.62	
API	A3051944-54370	03/17/2020 W	20MAR2	008460		177035	REFUND BOOKS PUBLICATIONS & SUBSCRITI		26.00	
API	H3031652-52000-1233	03/17/2020 W	20MAR2	004888		177036	6360 WELDING PAIN BOOTH GARAGE		23.48	
API	H3031652-52000-1233	03/17/2020 W	20MAR2	000806	200229	177037	R240206 WELDING PAIN BOOTH GARAGE		19.56	
POL	H3031652-52000-1233	03/17/2020 W	20MAR2	000806		177037	R240206 WELDING PAIN BOOTH GARAGE	4 2020		23.48
API	F3638334-54141	03/17/2020 LIQ/INV	20MAR2	000806	200229	177037	R240206 CHEMICALS		1,191.00	
		03/17/2020 W	20MAR2	000393	200022	177038	18542			

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
POL	F3638334-54141	03/17/2020	LIQ/INV	000393	200022	177038	CHEMICALS 18542	4 2020		1,191.00
API	A3021694-54720	03/17/2020	W 20MAR2	005560		177039	SERVICE CONTRACTS - PROF SERV COS003		915.50	
API	A3335014-54510	03/17/2020	W 20MAR2	000420		177040	REPAIRS & MAINTENANCE VEHICLE 2/20/2020		682.20	
API	A3031654-54210	03/17/2020	W 20MAR2	000424		177041	GARAGE SUPPLIES 02631		32.70	
API	A3031964-54779	03/17/2020	W 20MAR2	007982	180843	177042	PROPERTY LOSS CITY BUILDING 18022		903.00	
POL	A3031964-54779	03/17/2020	LIQ/INV	007982	180843	177042	PROPERTY LOSS CITY BUILDING 18022	4 2018		903.00
API	A3011214-54120	03/17/2020	W 20MAR2	008182		177045	POSTAGE SHIPPING		101.48	
API	A3021694-54740	03/17/2020	W 20MAR2	007001		177046	SERVICE CONTRACTS - EQUIPMENT 020946201		304.84	
API	A3567194-54720	03/17/2020	W 20MAR2	005997		177047	SERVICE CONTRACTS - PROF SERV 202-904547801-001		500.00	
API	A3011214-54740	03/17/2020	W 20MAR2	007292		177048	SERVICE CONTRACTS - EQUIPMENT TOBS6PA		327.54	
API	A3051354-54720	03/17/2020	W 20MAR2	005846	190002	177049	SERVICE CONTRACTS - PROF SERV 33835		170.00	
POL	A3051354-54720	03/17/2020	LIQ/INV	005846	190002	177049	SERVICE CONTRACTS - PROF SERV 33835	4 2019		170.00
API	A3051354-54720	03/17/2020	W 20MAR2	005846	180002	177050	SERVICE CONTRACTS - PROF SERV 33834		739.10	
POL	A3051354-54720	03/17/2020	LIQ/INV	005846	180002	177050	SERVICE CONTRACTS - PROF SERV 33834	4 2018		739.10
API	A3143314-54332	03/17/2020	W 20MAR2	004776	200224	177051	MATERIALS & REPAIRS TRAFFIC LT 27137		1,447.00	
POL	A3143314-54332	03/17/2020	LIQ/INV	004776	200224	177051	MATERIALS & REPAIRS TRAFFIC LT 27137	4 2020		1,447.00
API	E3577164-54610	03/17/2020	W 20MAR2	006290	200260	177052	REPAIRS & MAINTENANCE BUILDING 3696657		845.00	
POL	E3577164-54610	03/17/2020	LIQ/INV	006290	200260	177052	REPAIRS & MAINTENANCE BUILDING 3696657	4 2020		845.00
API	E3577164-54720	03/17/2020	W 20MAR2	006290	200269	177053	SERVICE CONTRACTS - PROF SERV 3696657		6,985.39	
POL	E3577164-54720	03/17/2020	LIQ/INV	006290	200269	177053	SERVICE CONTRACTS - PROF SERV 3696657	4 2020		6,985.39
API	A3143124-54180	03/17/2020	W 20MAR2	000320		177054	OTHER SUPPLIES 230559		257.15	
API	A3335014-54510	03/17/2020	W 20MAR2	008449		177055	REPAIRS & MAINTENANCE VEHICLE 5528		1,470.00	
API	E3577164-54140	03/17/2020	W 20MAR2	001519		177056	JANITORIAL SUPPLIES 13329745		221.19	
API	A3143124-54720	03/17/2020	W 20MAR2	003256	200274	177057	SERVICE CONTRACTS - PROF SERV 1290931		48.40	
POL	A3143124-54720						SERVICE CONTRACTS - PROF SERV	4		48.40

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3143124-54720	03/17/2020	LIQ/INV	003256	200274	177057	1290931	2020		
							SERVICE CONTRACTS - PROF SERV		48.40	
POL	A3143124-54720	03/17/2020 W 20MAR2		003256	200274	177058	1290931			
							SERVICE CONTRACTS - PROF SERV	4		48.40
API	A3031654-54160	03/17/2020	LIQ/INV	003256	200274	177058	1290931	2020		
							UNIFORMS		42.58	
API	A3031654-54210	03/17/2020 W 20MAR2		003256	200013	177060	1269237			
							GARAGE SUPPLIES		44.80	
API	A3567174-54180-3000	03/17/2020 W 20MAR2		003256	200013	177060	1269237			
							OTHER SUPPLIES		21.93	
POL	A3031654-54160	03/17/2020	LIQ/INV	003256	200013	177060	1269237	4		42.58
							UNIFORMS	2020		
POL	A3031654-54210	03/17/2020	LIQ/INV	003256	200013	177060	1269237	4		44.80
							GARAGE SUPPLIES	2020		
POL	A3567174-54180-3000	03/17/2020	LIQ/INV	003256	200013	177060	1269237	4		21.93
							OTHER SUPPLIES	2020		
API	A3031624-54610	03/17/2020	LIQ/INV	003256	200013	177060	1269237	2020		
							REPAIRS & MAINTENANCE BUILDING		78.89	
API	A3031654-54160	03/17/2020 W 20MAR2		003256	200013	177061	1269237			
							UNIFORMS		29.52	
API	A3031654-54210	03/17/2020 W 20MAR2		003256	200013	177061	1269237			
							GARAGE SUPPLIES		36.61	
API	A3567174-54180-3000	03/17/2020 W 20MAR2		003256	200013	177061	1269237			
							OTHER SUPPLIES		21.93	
POL	A3031624-54610	03/17/2020	LIQ/INV	003256	200013	177061	1269237	4		78.89
							REPAIRS & MAINTENANCE BUILDING	2020		
POL	A3031654-54160	03/17/2020	LIQ/INV	003256	200013	177061	1269237	4		29.52
							UNIFORMS	2020		
POL	A3031654-54210	03/17/2020	LIQ/INV	003256	200013	177061	1269237	4		36.61
							GARAGE SUPPLIES	2020		
POL	A3567174-54180-3000	03/17/2020	LIQ/INV	003256	200013	177061	1269237	4		21.93
							OTHER SUPPLIES	2020		
API	H3031652-52000-1233	03/17/2020 W 20MAR2		008327	190656	177062	WELDING PAIN BOOTH GARAGE		75,371.25	
							DPW DISPATCH-GC			
POL	H3031652-52000-1233	03/17/2020	LIQ/INV	008327	190656	177062	WELDING PAIN BOOTH GARAGE	4		75,371.25
							DPW DISPATCH-GC	2019		
API	H3031652-52000-1233	03/17/2020 W 20MAR2		008327	200248	177063	WELDING PAIN BOOTH GARAGE		6,314.19	
							CHANGE ORDER 1			
POL	H3031652-52000-1233	03/17/2020	LIQ/INV	008327	200248	177063	WELDING PAIN BOOTH GARAGE	4		6,314.19
							CHANGE ORDER 1	2020		
API	A3335014-54740	03/17/2020 W 20MAR2		007754	200034	177064	SERVICE CONTRACTS - EQUIPMENT		1,678.10	
							SARA007			
POL	A3335014-54740	03/17/2020	LIQ/INV	007754	200034	177064	SERVICE CONTRACTS - EQUIPMENT	4		1,678.10
							SARA007	2020		
API	A3113624-54670	03/17/2020 W 20MAR2		001831		177065	PHONES		93.32	
							8420147876-00001			
API	A3143124-54180	03/17/2020 W 20MAR2		001831	200258	177066	OTHER SUPPLIES		1,149.96	
							342332937-00001			

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POL	A3143124-54180	03/17/2020	LIQ/INV	001831	200258	177066	OTHER SUPPLIES 342332937-00001	4 2020		1,149.96
API	A3335014-54510	03/17/2020	W 20MAR2	005493		177067	REPAIRS & MAINTENANCE VEHICLE 1840		142.74	
API	H3537112-52000-1165	03/17/2020	W 20MAR2	008426	200265	177068	CAPITAL PROJECT OUTLAY CITYSARATOGADPW		4,268.69	
POL	H3537112-52000-1165	03/17/2020	LIQ/INV	008426	200265	177068	CAPITAL PROJECT OUTLAY CITYSARATOGADPW	4 2020		4,268.69
API	E3577164-54140	03/17/2020	W 20MAR2	007528		177069	JANITORIAL SUPPLIES 4121265990220290		51.02	
API	E3577164-54110	03/17/2020	W 20MAR2	007528		177070	OFFICE SUPPLIES 4121265990220290		62.97	
API	E3577164-54510	03/17/2020	W 20MAR2	007528		177071	REPAIRS & MAINTENANCE VEHICLE 4121265990220290		63.99	
API	E3577164-54201	03/17/2020	W 20MAR2	007528		177071	BUSINESS EXPENSE/SALES 4121265990220290		329.17	
API	A3031444-54110	03/17/2020	W 20MAR2	003346		177072	OFFICE SUPPLIES C2650013		3.54	
API	A3031624-54180	03/17/2020	W 20MAR2	003346		177072	OTHER SUPPLIES C2650013		3.54	
API	A3143014-54110	03/17/2020	W 20MAR2	003346		177072	OFFICE SUPPLIES C2650013		3.54	
API	A3021314-54110	03/17/2020	W 20MAR2	003346		177072	OFFICE SUPPLIES C2650013		3.55	
API	A3113624-54110	03/17/2020	W 20MAR2	003346		177072	OFFICE SUPPLIES C2650013		3.55	
API	A3618684-54110-8010	03/17/2020	W 20MAR2	003346		177072	OFFICE SUPPLIES C2650013		3.55	
API	Y3618684-54110-473	03/17/2020	W 20MAR2	003346		177072	OFFICE SUPPLIES C2650013	Y	3.55	
API	A3011214-54110	03/17/2020	W 20MAR2	003346		177072	OFFICE SUPPLIES C2650013		3.55	
API	A3051414-54110	03/17/2020	W 20MAR2	003346		177072	OFFICE SUPPLIES C2650013		3.55	
API	A3638564-54180	03/17/2020	W 20MAR2	003346		177073	OTHER SUPPLIES C2650013		19.98	
API	G3638124-54180	03/17/2020	W 20MAR2	003346		177073	OTHER SUPPLIES C2650013		19.98	
API	E3577164-54140	03/17/2020	W 20MAR2	003346		177074	JANITORIAL SUPPLIES C1138768		41.99	
API	A3113624-54110	03/17/2020	W 20MAR2	003346		177075	OFFICE SUPPLIES C1067550		111.98	
API	A3021314-54110	03/17/2020	W 20MAR2	003346		177076	OFFICE SUPPLIES C1067550		133.95	
API	A3031444-54110	03/17/2020	W 20MAR2	003346		177077	OFFICE SUPPLIES C26650013		21.31	
API	A3031624-54180	03/17/2020	W 20MAR2	003346		177077	OTHER SUPPLIES C26650013		21.31	
API	A3143014-54110						OFFICE SUPPLIES		21.31	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3021314-54110	03/17/2020 W	20MAR2	003346		177077	C26650013 OFFICE SUPPLIES		21.31	
API	A3113624-54110	03/17/2020 W	20MAR2	003346		177077	C26650013 OFFICE SUPPLIES		21.30	
API	A3618684-54110-8010	03/17/2020 W	20MAR2	003346		177077	C26650013 OFFICE SUPPLIES		21.30	
API	Y3618684-54110-473	03/17/2020 W	20MAR2	003346		177077	C26650013 OFFICE SUPPLIES	Y	21.30	
API	A3011214-54110	03/17/2020 W	20MAR2	003346		177077	C26650013 OFFICE SUPPLIES		21.31	
API	A3051414-54110	03/17/2020 W	20MAR2	003346		177077	C26650013 OFFICE SUPPLIES		21.31	
API	A3143124-54720	03/17/2020 W	20MAR2	003346		177077	C26650013 SERVICE CONTRACTS - PROF SERV	Y	63.84	
API	A3143414-54200	03/17/2020 W	20MAR2	003346		177078	C2650013 HOUSE SUPPLIES		143.76	
API	A3143124-54110	03/17/2020 W	20MAR2	003346		177078	C2650013 OFFICE SUPPLIES		299.90	
API	A3143124-54110	03/17/2020 W	20MAR2	003346		177079	C1067550 OFFICE SUPPLIES		299.90	
API	A3031494-54110	03/17/2020 W	20MAR2	003346		177080	C1067550 OFFICE SUPPLIES		278.65	
API	F3638334-54140	03/17/2020 W	20MAR2	003346		177081	C1067550 JANITORIAL SUPPLIES		306.77	
API	A-2630	03/17/2020 W	20MAR2	003346		177081	C1067550 DUE TO OTHER FUNDS		12,750.76	
API	H3031652-52000-1233	03/17/2020 W	20MAR2	002743		177082	1ST QTR 2020 WELDING PAIN BOOTH GARAGE		1,053.00	
API	A3031654-54610	03/17/2020 W	20MAR2	005776		177083	13785783 REPAIRS & MAINTENANCE BUILDING		775.00	
API	A3031644-54612	03/17/2020 W	20MAR2	000458		177084	2/13/2020 ARTS CENTER REPAIRS & MAIN		17.58	
API	F3638334-54610	03/17/2020 W	20MAR2	008162		177085	00595-023329 REPAIRS & MAINTENANCE BUILDING		29.33	
API	F3638334-54180	03/17/2020 W	20MAR2	008162		177086	00595-023329 OTHER SUPPLIES		54.08	
API	F3638334-54140	03/17/2020 W	20MAR2	008162		177087	00595-023329 JANITORIAL SUPPLIES		274.16	
API	H3517142-52000-1200	03/17/2020 W	20MAR2	008162		177088	5354 GEYSER ROAD TRAIL		90,569.97	
POL	H3517142-52000-1200	03/17/2020 W	20MAR2	007325	190862	177089	GEYSER TRL GEYSER ROAD TRAIL			90,569.97
API	F3638334-54330	03/17/2020 W	20MAR2	007325	190862	177089	GEYSER TRL REPAIRS & MAINTENANCE EQUIPMEN	4 2019	36.61	
API	A3143124-54510	03/17/2020 W	20MAR2	001973		177090	19114 REPAIRS & MAINTENANCE VEHICLE		242.50	
API	V3719714-54720	03/17/2020 W	20MAR2	006733		177091	3/4/2020 SERVICE CONTRACTS - PROF SERV		225.00	
		03/17/2020 W	20MAR2	001853	200033	177092	2461			

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
POL	V3719714-54720						SERVICE CONTRACTS - PROF SERV	4		225.00
	03/17/2020	LIQ/INV		001853	200033	177092	2461	2020		
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		416.00	
	03/17/2020	W 20MAR2		002785		177093	S8575			
API	A3021314-54110						OFFICE SUPPLIES		120.00	
	03/17/2020	W 20MAR2		008464		177094	S0005			
API	A3143314-54390						MAINTENANCE SUPPLIES		32.41	
	03/17/2020	W 20MAR2		005400		177095	2581569			
API	A3143124-54570						TRAINING		1,105.00	
	03/17/2020	W 20MAR2		003634	200222	177096	3/10/2020			
POL	A3143124-54570						TRAINING	4		1,105.00
	03/17/2020	LIQ/INV		003634	200222	177096	3/10/2020	2020		
API	A3143414-54720						SERVICE CONTRACTS - PROF SERV		179.00	
	03/17/2020	W 20MAR2		001155		177097	6910-18297756-001			
API	A3537214-54180						OTHER SUPPLIES		64.80	
	03/17/2020	W 20MAR2		000001		177098	K. MORAN			
API	A3143314-54332						MATERIALS & REPAIRS TRAFFIC LT		104.77	
	03/17/2020	W 20MAR2		002858		177099	2/29/2020			
API	A3143312-52802						TOOLS & EQUIPMENT		25,485.00	
	03/17/2020	W 20MAR2		008396	190967	177100	1308109			
POL	A3143312-52802						TOOLS & EQUIPMENT	4		25,485.00
	03/17/2020	LIQ/INV		008396	190967	177100	1308109	2019		
API	A3143124-54970						K-9 CARE		178.64	
	03/17/2020	W 20MAR2		008109	200295	177101	127993			
POL	A3143124-54970						K-9 CARE	4		178.64
	03/17/2020	LIQ/INV		008109	200295	177101	127993	2020		
API	A3143122-52205						BALLISTIC VESTS		999.00	
	03/17/2020	W 20MAR2		007643	200216	177102	UNIFORM/FERRIS			
POL	A3143122-52205						BALLISTIC VESTS	4		999.00
	03/17/2020	LIQ/INV		007643	200216	177102	UNIFORM/FERRIS	2020		
API	A3143122-52205						BALLISTIC VESTS		999.00	
	03/17/2020	W 20MAR2		007643	200217	177103	UNIFORM/WOOD			
POL	A3143122-52205						BALLISTIC VESTS	4		999.00
	03/17/2020	LIQ/INV		007643	200217	177103	UNIFORM/WOOD	2020		
API	A3143122-52205						BALLISTIC VESTS		999.00	
	03/17/2020	W 20MAR2		007643	200218	177104	UNIFORM/COYNER			
POL	A3143122-52205						BALLISTIC VESTS	4		999.00
	03/17/2020	LIQ/INV		007643	200218	177104	UNIFORM/COYNER	2020		
API	A3143122-52205						BALLISTIC VESTS		999.00	
	03/17/2020	W 20MAR2		007643	200219	177105	UNIFORM/GAETANO			
POL	A3143122-52205						BALLISTIC VESTS	4		999.00
	03/17/2020	LIQ/INV		007643	200219	177105	UNIFORM/GAETANO	2020		
API	A3143124-54160						UNIFORMS		8.50	
	03/17/2020	W 20MAR2		000198		177106	1001581618			
API	H3146952-52000-1217						CAPITAL PROJECT OUTLAY		11,000.00	
	03/17/2020	W 20MAR2		006146	200237	177107	RFP 2019-40			
POL	H3146952-52000-1217						CAPITAL PROJECT OUTLAY	4		11,000.00
	03/17/2020	LIQ/INV		006146	200237	177107	RFP 2019-40	2020		
API	A3143124-54180						OTHER SUPPLIES		63.42	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3143124-54140	03/17/2020 W	20MAR2	002439		177108	6035322538801519 JANITORIAL SUPPLIES		194.58	
API	A3143124-54720	03/17/2020 W	20MAR2	002439		177109	712642 SERVICE CONTRACTS - PROF SERV	Y	180.00	
API	A3143124-54440	03/17/2020 W	20MAR2	005070		177110	SAS040 BOOKS PUBLICATIONS & SUBSCRITI		315.90	
POL	A3143124-54440	03/17/2020 W	20MAR2	000674	200221	177111	32602 BOOKS PUBLICATIONS & SUBSCRITI	4		315.90
API	A3143124-54720	03/17/2020 LIQ/INV		000674	200221	177111	32602 SERVICE CONTRACTS - PROF SERV	2020 Y	135.00	
API	A3143124-54720	03/17/2020 W	20MAR2	006615		177112	3/1/2020 SERVICE CONTRACTS - PROF SERV	Y	550.00	
API	A3143014-54802	03/17/2020 W	20MAR2	008152		177113	3/4/2020 COMPLUS PARK TICKET COLL FEE		5,510.33	
POL	A3143014-54802	03/17/2020 W	20MAR2	008413	200300	177114	2/29/2020 COMPLUS PARK TICKET COLL FEE	4		5,510.33
API	A3143124-54740	03/17/2020 LIQ/INV		008413	200300	177114	2/29/2020 SERVICE CONTRACTS - EQUIPMENT	2020	665.00	
POL	A3143124-54740	03/17/2020 W	20MAR2	006294	190350	177115	MARCH 2020 SERVICE CONTRACTS - EQUIPMENT	4		665.00
API	A3143124-54740	03/17/2020 LIQ/INV		006294	190350	177115	MARCH 2020 SERVICE CONTRACTS - EQUIPMENT	2019	47.92	
API	A3335014-54510	03/17/2020 W	20MAR2	000223		177116	323252-1023244A4 REPAIRS & MAINTENANCE VEHICLE		962.50	
API	A3143632-52100	03/17/2020 W	20MAR2	007574		177117	17087 EQUIPMENT		1,428.00	
API	H3146952-52000-1256	03/17/2020 W	20MAR2	006875		177118	1247184 CAPITAL PROJECT OUTLAY		6,100.00	
POL	H3146952-52000-1256	03/17/2020 W	20MAR2	008356	190735	177119	20% PROGRESS CAPITAL PROJECT OUTLAY	4		6,100.00
API	A3143124-54160	03/17/2020 LIQ/INV		008356	190735	177119	20% PROGRESS UNIFORMS	2019	506.98	
API	H3146952-52000-1217	03/17/2020 W	20MAR2	006284		177120	CLOTHING REIMB CAPITAL PROJECT OUTLAY		75,000.00	
API	A3618684-54250-8040	03/17/2020 W	20MAR2	008465		177122	EASEMENT CONFERENCE REGISTRATION	Y	80.00	
		03/17/2020 W	20MAR2	000016		177123	C. GREY			
GENERAL LEDGER TOTAL									6,129,815.41	.00
API	A-2600						ACCOUNTS PAYABLE			3,554,747.53
API	E-2600						ACCOUNTS PAYABLE			34,018.14
API	F-2600						ACCOUNTS PAYABLE			6,254.05
API	G-2600						ACCOUNTS PAYABLE			995,893.71

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API H-2600		03/17/2020	W 20MAR2	B	3171		ACCOUNTS PAYABLE		1,511,328.72	
API V-2600		03/17/2020	W 20MAR2	B	3171		ACCOUNTS PAYABLE			225.00
API Y-2600		03/17/2020	W 20MAR2	B	3171		ACCOUNTS PAYABLE			27,348.26
POL A-1521		03/17/2020	W 20MAR2	B	3171		ENCUMBRANCES			215,495.82
POL E-1521		03/17/2020	W 20MAR2	B	3171		ENCUMBRANCES			25,301.93
POL F-1521		03/17/2020	W 20MAR2	B	3171		ENCUMBRANCES			2,701.00
POL G-1521		03/17/2020	W 20MAR2	B	3171		ENCUMBRANCES			4,122.00
POL H-1521		03/17/2020	W 20MAR2	B	3171		ENCUMBRANCES			1,433,827.16
POL V-1521		03/17/2020	W 20MAR2	B	3171		ENCUMBRANCES			225.00
POL A-2963		03/17/2020	W 20MAR2	B	3171		BUDGETARY FUND BALANCE RES ENC		215,495.82	
POL E-2963		03/17/2020	W 20MAR2	B	3171		BUDGETARY FUND BALANCE RES ENC		25,301.93	
POL F-2963		03/17/2020	W 20MAR2	B	3171		BUDGETARY FUND BALANCE RES ENC		2,701.00	
POL G-2963		03/17/2020	W 20MAR2	B	3171		BUDGETARY FUND BALANCE RES ENC		4,122.00	
POL H-2963		03/17/2020	W 20MAR2	B	3171		BUDGETARY FUND BALANCE RES ENC		1,433,827.16	
POL V-2963		03/17/2020	W 20MAR2	B	3171		BUDGETARY FUND BALANCE RES ENC		225.00	
SYSTEM GENERATED ENTRIES TOTAL									1,681,672.91	7,811,488.32
JOURNAL 2020/03/141 TOTAL									7,811,488.32	7,811,488.32
2020 3 141										
API A-1522		03/17/2020	W 20MAR2	B	3171		EXPENDITURES		355,184.20	
API E-1522		03/17/2020	W 20MAR2	B	3171		EXPENDITURES		34,018.14	
API F-1522		03/17/2020	W 20MAR2	B	3171		EXPENDITURES		6,254.05	
API G-1522		03/17/2020	W 20MAR2	B	3171		EXPENDITURES		995,893.71	
API H-1522		03/17/2020	W 20MAR2	B	3171		EXPENDITURES		1,511,328.72	
API V-1522		03/17/2020	W 20MAR2	B	3171		EXPENDITURES		225.00	

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CITY OF SARATOGA SPRINGS LIVE
20MAR2

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YEAR PER	JNL						ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT							LINE DESC				
EFF DATE	JNL	DESC	REF 1	REF 2	REF 3						
API Y-1522							EXPENDITURES			27,348.26	
03/17/2020	W	20MAR2	B	3171							
API A-2980							REVENUES			1,025.00	
03/17/2020	W	20MAR2	B	3171							

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CITY OF SARATOGA SPRINGS LIVE
20MAR2

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FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
A GENERAL FUND	2020	3	141	03/17/2020			
A-1521					ENCUMBRANCES		215,495.82
A-1522					EXPENDITURES	355,184.20	
A-2600					ACCOUNTS PAYABLE		3,554,747.53
A-2630					DUE TO OTHER FUNDS	43,775.53	
A-2670					DUE TO COUNTY	3,154,762.80	
A-2963					BUDGETARY FUND BALANCE RES ENC	215,495.82	
A-2980					REVENUES	1,025.00	
					FUND TOTAL	3,770,243.35	3,770,243.35
E CITY CENTER AUTHORITY	2020	3	141	03/17/2020			
E-1521					ENCUMBRANCES		25,301.93
E-1522					EXPENDITURES	34,018.14	
E-2600					ACCOUNTS PAYABLE		34,018.14
E-2963					BUDGETARY FUND BALANCE RES ENC	25,301.93	
					FUND TOTAL	59,320.07	59,320.07
F WATER FUND	2020	3	141	03/17/2020			
F-1521					ENCUMBRANCES		2,701.00
F-1522					EXPENDITURES	6,254.05	
F-2600					ACCOUNTS PAYABLE		6,254.05
F-2963					BUDGETARY FUND BALANCE RES ENC	2,701.00	
					FUND TOTAL	8,955.05	8,955.05
G SEWER FUND	2020	3	141	03/17/2020			
G-1521					ENCUMBRANCES		4,122.00
G-1522					EXPENDITURES	995,893.71	
G-2600					ACCOUNTS PAYABLE		995,893.71
G-2963					BUDGETARY FUND BALANCE RES ENC	4,122.00	
					FUND TOTAL	1,000,015.71	1,000,015.71
H CAPITAL PROJECTS FUND	2020	3	141	03/17/2020			
H-1521					ENCUMBRANCES		1,433,827.16
H-1522					EXPENDITURES	1,511,328.72	
H-2600					ACCOUNTS PAYABLE		1,511,328.72
H-2963					BUDGETARY FUND BALANCE RES ENC	1,433,827.16	
					FUND TOTAL	2,945,155.88	2,945,155.88
V DEBT SERVICE FUND	2020	3	141	03/17/2020			
V-1521					ENCUMBRANCES		225.00
V-1522					EXPENDITURES	225.00	
V-2600					ACCOUNTS PAYABLE		225.00
V-2963					BUDGETARY FUND BALANCE RES ENC	225.00	

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CITY OF SARATOGA SPRINGS LIVE
20MAR2

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
						FUND TOTAL	450.00	450.00
Y	COMMUNITY DEVELOPMENT FUND	2020	3	141	03/17/2020	EXPENDITURES	27,348.26	
	Y-1522					ACCOUNTS PAYABLE		27,348.26
	Y-2600							
						FUND TOTAL	27,348.26	27,348.26

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

2020 CDBG Consolidated Plan Priorities Narrative

The U.S. Department of Housing and Urban Development requires all entitlement communities to create a Consolidated Plan. The Consolidated Plan identifies the City's housing and community development needs and presents a Strategic Plan establishing the City's housing and community development priorities for a 5-year period. Each year, the City solicits applications from organizations seeking funding for activities designed to address these priorities.

The Community Development Citizen Advisory Committee (CDCAC) reviews all applications for eligibility and examines them with respect to the prioritized needs of the City's Strategic Plan. The Committee then offers its recommendations (the annual Entitlement Action Plan) to the City Council for approval.

During the fall-winter of 2019, the City's Community Development Planner, in conjunction with the CDCAC, completed a data collection process to provide the basis to develop the funding priorities within the City's 2020 Consolidated Plan. This data collection process included the creation of a comprehensive survey regarding CDBG eligible community development needs in the City. The survey was distributed to all service providers within the Saratoga North-Country Continuum of Care (CoC), other local service providers, and the general public.

Data considered by CDCAC to establish its priority funding recommendations include:

- CDBG Consolidated Plan Survey results and public comments
- Current CoC Strategic Plan
- Successes and shortcomings of activities funded to address the prior Consolidated Plan priorities
- Affordable housing added (or in approval process) to local housing stock in the last five years
- Profile of local homeless population via CoC data (age, sex, race, family type, # of veterans, # of chronically homeless, # disabled, etc.)
- Current services and emergency shelter and transitional housing spaces available (with consideration to placement restrictions)
- Current location of City's low-mod areas
- Possible environmental impacts

Possible priorities were evaluated based on the following:

- Demonstrable need in the City
- The existence of local agencies to address identified need
- Potential for projects that are CDBG eligible
- Potential for low environmental impact projects
- Alignment with CoC Strategic Plan

Strategic Plan Priorities

The Strategic Plan identifies the City's "philosophy of investment" for CDBG funding and presents the priority housing and non-housing community development needs.

Philosophy of Investment

It is the City's intent to encourage collaboration among the private sector, the non-profit community, and local government to promote and fund activities that meet the needs identified in this Strategic Plan.

Guiding Principles

- The highest funding priority is for activities that address the “continuum” of housing needs from homelessness prevention to the creation of new, permanent affordable housing.
- Activities addressing “High Priority” needs have the greatest opportunity for funding; “Medium Priority” activities may be funded but must show substantial leveraged funding.
- Special consideration is given to activities that serve high-risk or presumed benefit groups, such as domestic violence victims, at-risk youth, elderly, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS, migrant farm workers, human-trafficking victims, and other populations as deemed appropriate by the CDCAC.

Successful applicants for Entitlement Action Plan funding will:

- specifically respond to the priority needs identified in this Plan
- identify specific accomplishments to gauge project success
- include, on average, at least 20% of funding leveraged from other resources

Priority Permanent Housing Needs

The creation of affordable housing represents an overarching priority for the City. However, highest priority will be given to activities that fulfill this need through rehabilitation of existing buildings and/or acquisition of existing units for preservation as affordable – methods with little to no ground disturbance or environmental impact. High priority is also given to low-income homeowner housing rehabilitation.

Affordable housing construction and rehabilitation should occur via a “whole-site approach” with attention to site location and layout, façade design, pedestrian movement and accessibility, adequate infrastructure provision, and a sensitivity to historic preservation.

Of moderate priority is rental assistance (emergency assistance and security deposits).

Special consideration will be given to affordable housing projects which include supportive services.

Priority Homeless Housing Facility Needs

Rehabilitation, improvements and creation of emergency shelters and transitional housing for homeless individuals, families with children and unaccompanied youth are of high priority.

Transitional housing for mentally ill/substance abusers is of moderate priority.

Priority Non-Housing Needs

Non-housing community development activities are integral in promoting a sound living environment and encouraging expanded economic opportunities for persons of low and moderate income. Though no infrastructure, economic development or planning activities have been categorized as high or moderate priority under this strategic plan, the CDCAC and City recognize the inherent value of such activities. Applications for these activities will be considered on a case by case basis.

Priority Public Service Needs

Although limited to an annual statutory funding cap, public service activities complement housing and non-housing community development activities in developing and promoting a sound living environment.

Activities that prevent homelessness and promote successful transition from temporary housing to stable, productive living environments are identified as the highest priority.

Of moderate priority are health services that specifically address elder care and mental health.



CITY OF SARATOGA SPRINGS

PLANNING & ECONOMIC DEVELOPMENT

City Hall – 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480

Bradley Birge

Administrator

Susan Barden, AICP

Principal Planner

Amanda Tucker, RA

Senior Planner

Lindsey Connors, MPA

Community Development Planner

Jennifer Merriman

Land Use Board Coordinator

Memorandum

To: Mayor Meg Kelly
Commissioners Dalton, Franck, Madigan, and Scirocco

From: Lindsey Connors

Date: March 10, 2020

Re: Citizen Advisory Committee recommendations 2020 CDBG funding

Following two public hearings, Committee meetings and much discussion, the 10-member Community Development Citizen Advisory Committee will present the following recommendations for the City's 2020 CDBG Consolidated Plan Priorities and Annual Action Plan for its Entitlement Grant funding to the City Council on Tuesday, March 17, 2020. An additional public hearing on these recommendations will take place at the City Council Meeting on April 7, 2020.

Please see attached 2020 CDBG Consolidated Plan Priorities Narrative for details on purpose, process and priorities of the proposed plan. 2020 CDBG sub-grantee applications were evaluated based on the recommended funding priorities.

Anticipated 2020 funding is \$308,753 in 2020 federal funds and \$6,738.56 in reprogrammed funds from previous years.

RECOMMENDED ACTIVITIES FOR 2020 ACTION PLAN:

Mother Susan Anderson Emergency Shelter – Shelter Case Manager – \$16,000

Funding to provide for a part-time case manager at this emergency shelter for women and children, who will assist the residents in obtaining

the services, housing, and healthcare they need.

Legal Aid Society of Northeastern New York – Homelessness Prevention Project – \$16,000

Funding for a homelessness prevention program to provide free legal advice, referrals and representation to prevent unwarranted or illegal evictions of persons of low and moderate income in Saratoga Springs.

Rebuilding Together Saratoga County – Housing Rehabilitation – \$100,000

Funding to support this housing rehabilitation program serving low-moderate income City homeowners.

Wellspring – Handicap Accessibility – \$40,000

Funding to support renovations to update aging emergency domestic violence shelter bathroom and bring into ADA compliance.

Senior Citizens Center of Saratoga Springs – New Building Pre-Construction – \$35,000

Funding to support design and pre-construction services for a new building to address the needs of the growing senior population.

Shelters of Saratoga – Low-Income Housing Safety Improvements – \$35,000

Funding for design services required for repairs and upgrades to address safety issues at two low-income housing residences.

Mother Susan Anderson Emergency Shelter – Shelter Improvements – \$18,000

Funding to support chimney repair and window replacements at the shelter to address safety concerns.

Community Development Program Administration – \$55,491.56

These funds finance the Community Development operating budget to

cover the cost of payroll, fringe and program/office expenses.

I thank you for your attention to this matter. Should you have any questions regarding these recommendations, please contact me at extension 2575, Brad Birge at extension 2515, or the Citizen Advisory Committee Chair, Richard Ferguson, at 306-2710.

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Operating Budget

Schedule of All Positions and Salaries

U.S. Department of Housing

and Urban Development

Office of Public and Indian Housing

Name of Local Housing Authority		Locality								Fiscal Year Ending	
SARATOGA SPRINGS HOUSING AUTHORITY		SARATOGA SPRINGS, NEW YORK								March 31, 2021	
Position Title and Name By Organizational Unit and Function	Estimated Salary for year 3/31/2020	Requested Budget Year				Allocation of Salaries by Program					
		Estimated Payment			COCC	Business	Jefferson	Vanderbilt	Stonequist	HCV & SCRAP	Method of Allocation
		Salary Rate	No. Mos.	Amount							
ADMINISTRATION											
Executive Director - P. Feldman	133,504	140,200	12	140,200	91,130	44,864				4,206	3% HCV; 32% Business
Finance Director - C. Gaugler	105,701	109,929	12	109,929	91,241	13,191				5,497	5% HCV; 12% Business
Part time Clerk-K. Peterson	18,720	20,030	12	20,030			6,209	3,405	10,416		
Occupancy Specialist-J. Barkley	46,010	49,231	12	49,231	2,461	14,769	7,631	4,185	12,800	7,385	15% HCV; 30% Business
Housing Assistant -J. Hill	38,532	41,229	12	41,229		16,492	7,669	4,205	12,863		40% Business
Administrative - overtime	1,000	1,000		1,000	300		217	119	364		
TOTAL ADMINISTRATION	343,467	361,619		361,619	185,132	89,316	21,726	11,914	36,443	17,088	
TENANT RELATONS											
Tenant Relations Asst-K. Sicko	66,672	69,339	12	69,339		1,387	18,028	9,707	38,830	1,387	2% HCV; 2% Business
Occupancy Specialist-L. Hernandez	45,580	48,771	12	48,771			31,213	17,558			
Tenant Relations - overtime	1,000	1,000		1,000			310	170	520		
TOTAL TENANT RELATIONS	113,252	119,110		119,110	0	1,387	49,551	27,435	39,350	1,387	
MAINTENANCE											
Acting Mod Coordinator - A. Kirker	62,400	64,896	12	64,896		6,490	14,439	14,439	28,879	649	10% Business, 1% HCV
Asst Fac Manager-J. Antolowitz (hired 2/3/20	10,417	51,500	12	51,500			20,600	20,600	9,785	515	1% HCV
Asst Fac Manager-D. Melancon	37,500										
Bldg Maint Mech-T. Lloyd	34,064										
Bldg Maint Mech-C. Henderson	35,250	40,125	12	40,125			24,075	16,050			
Bldg Maint Mech-C. Smith (hired 10/15/19)	14,300	32,292	12	32,292			12,917	19,375			
Bldg Maint Mech-J. Savignano	4,333										
Bldg Maint Mech-J. Clark	3,943										176,491
Laborer - T. Harrington	28,665	30,672	12	30,672					30,672		58,830 25% Utility Labor
Estimated Overtime	17,000	17,000		17,000			5,222	2,938	8,840		235,321 TOTAL
TOTAL MAINTENANCE	247,872	236,485		236,485	0	6,490	77,253	73,402	78,176	1,164	
GRAND TOTAL	704,591	717,214		717,214	185,132	97,193	148,530	112,751	153,969	19,639	



SARATOGA SPRINGS HOUSING AUTHORITY
ONE SOUTH FEDERAL STREET
SARATOGA SPRINGS, NEW YORK 12866

PHONE: (518) 584-6600

FAX (518) 583-3006

MEMORANDUM

FROM: Paul J. Feldman, Executive Director
TO: Mayor Meg Kelly, City of Saratoga Springs
DATE: February 28, 2020
RE: Annual Review: Housing Authority Salaries, Part-time Employees

SSHA Salaries for Part Time Positions:

The Saratoga Springs Housing Authority currently employs one part-time position – Kathy Peterson, Part-Time Clerk. The part time position was once a full-time position with the SSHA. The full-time salary was originally negotiated with the CSEA contract; the part-time hourly salary was derived from the full-time wage.

Paul J. Feldman
Executive Director

2/28/2020
Date

Salary Comparable's for the Position of Executive Director

Saratoga Springs Housing Authority

Housing Authority	Executive Director Salary
Albany	157,241
Mechanicville	133,775
Binghamton	137,636
Ithaca	131,116
Geneva	127,887
Troy	115,913
Schenectady	118,237
Glens Falls	114,343
Hudson	100,000 + 3% development fee

Local Government Officials	Salary
Birge – SS Planning Department	\$136,584
Dolan – SS Fire Department Chief	\$139,681
Miller – SS High School Principal	\$121,181
Jillson – Assistant Chief of Police	\$120,455



SARATOGA SPRINGS HOUSING AUTHORITY
ONE SOUTH FEDERAL STREET
SARATOGA SPRINGS, NEW YORK 12866

PHONE: (518) 584-6600

FAX: (518) 583-3006

Date: February 28, 2020

Honorable Meg Kelly
Mayor of Saratoga Springs
City Hall
474 Broadway
Saratoga Springs, NY 12866

Dear Mayor Kelly,

The SSHA's 2020-2021 fiscal year begins on April 1, 2020. As per NYS Public Housing Law, the SSHA is submitting its 2021 Operating Budget and staff salaries for your review and approval. The budget is on the agenda for the upcoming SSHA Board of Commissioners meeting on March 20, 2020 meeting. I am hoping to receive council approval prior that meeting. As a reminder, all SSHA staff are part of the CSEA local union and their salary increases are contractual. I have included compensation comparables for the salary increase the SSHA Board has proposed for me as well. Please let me know if you have any questions.

Sincerely,

Paul J. Feldman
Executive Director

Executive Director: Paul Feldman
Legal Counsel: Scott Peterson

Board of Commissioners:
Ann Bullock
Lucile Lucas

Joanne Foresta - Chairman
Joy King
Richard Shipman

Michelle Roddy -Co-Chair
Stephen Sullivan

Operating Budget

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Type of Submission
XXX Original Revision No Year ending March 31, 2021 No. of months (check one) 12

Name of Public Housing Agency/Indian Housing Authority
SARATOGA SPRINGS HOUSING AUTHORITY

ONE SOUTH FEDERAL STREET
SARATOGA SPRINGS, NEW YORK 12866

ACC Number
NY 328

PAS/DOCS Project No.
NY020 - 001, 002, 003

HUD Field Office
BUFFALO, NEW YORK

Estimates XXX
Requested Budget Estimates

Actuals
Last Fiscal
21 month YEAR
March 31, 2019

or Actual
Current Budget
March 31, 2020

No. of Unit
Months Avail
4068

No. of Dwelling Units
105

No. of Unit Months
1260

Stonequist
Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

Amount

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Amount

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Amount

Amount

Amount

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Amount

Amount

Amount

Amount

Amount

Amount

Amount

Name of PHA/IHA				Fiscal Year Ending		No of Dwelling Units		Jefferson		Vanderbilt		Stonequist	
SARATOGA SPRINGS HOUSING AUTHORITY				March 31, 2021		No. of Unit Months		2205		1218		3696	
				Estimates XXX or Actual		Requested Budget Estimates		PHA/IHA Estimates					
Line/Account No.	Description	Actuals Last Fiscal 21 month YEAR March 31, 2019	Current Budget March 31, 2020	TOTAL Amount	COCC Amount	Business Amount	Jefferson Amount	Vanderbilt Amount	Stonequist Amount				
Ordinary Maintenance and Operation:													
330 4410	Labor	222,173.39	185,077.00	176,491		4,867	57,940	55,052	58,632				
340 4420	Materials	123,035.50	123,750.00	133,500	500		54,000	43,000	36,000				
350 4430	Contract Costs	324,214.74	482,400.00	457,900	100	32,400	144,900	110,500	170,000				
360 Total	Ordinary Maintenance & Operation Expense	669,423.63	791,227.00	767,891	600	37,267	256,840	208,552	264,632				
Protective Services													
4430	Labor	0.00	0.00	0									
Total	Protective Services	0.00	0.00	0					0				
General Expense:													
410 4510	Insurance	113,144.16	143,576.00	148,376	8,432	1,404	61,518	28,972	48,050				
420 4520	Payments in lieu of taxes	82,173.80	93,572.00	97,073			31,677	16,142	49,254				
430 4530	Terminal Leave Payments	5,238.58	3,200.00	0									
440 4540	Employee Benefit Contributions	572,492.56	336,422.00	350,948	104,632	34,522	58,349	60,418	93,027				
450 4570	Collection Losses	46,064.39	81,500.00	70,000			30,000	30,000	10,000				
4580	Interest on EPC Mortgage	67,845.58	71,600.00	71,600			7,100	5,827	58,673				
470 Total	General Expense	886,959.07	729,870.00	737,997	113,064	35,926	188,644	141,359	259,004				
480 Total	Routine Expense	2,731,982.45	2,739,809.00	2,763,798	331,896	173,319	734,946	543,500	980,137				
Nonroutine Expenditures:													
510 4610	Extraordinary Maintenance	(347.50)		0									
520 7520	Replacement of Nonexpendable Equipment	(9,578.00)		0									
530 7540	Property Betterments and Additions		10,394.00	0									
540 Total	Nonroutine Expenditures	(9,925.50)	10,394.00	0	0	0	0	0	0				
550 Total	Operating Expenditures	2,722,056.95	2,750,203.00	2,763,798	331,896	173,319	734,946	543,500	980,137				
Prior Year Adjustments:													
560 6010	Prior Year Adjustments Affecting Residual	916,907.00		0									
580 Total	Operating Expenditures, including prior year adjustments and other expenditures	3,638,963.95	2,750,203.00	2,763,798	331,896	173,319	734,946	543,500	980,137				
590	Residual Receipts (or Deficit) before HUD contributions and provision for operating reserve	(1,829,021.20)	(393,532.00)	(813,472)	(28,225)	37,581	(306,959)	(281,235)	(234,634)				
HUD Contributions:													
630 8020	Contributions Earned - Op.Sub:-Cur.Yr.(before HUD)	776,341.00	905,334.00	831,866			337,093	189,614	305,159				
640													
680 8020	Total Operating Subsidy-current year	776,341.00	905,334.00	831,866	0	0	337,093	189,614	305,159				
690 Total	HUD Contributions	776,341.00	905,334.00	831,866	0	0	337,093	189,614	305,159				
700	Residual Receipts (or Deficit) Enter here and on line 810	(1,052,680.20)	511,802.00	18,394	(28,225)	37,581	30,134	(91,621)	70,525				

Operating Budget

Schedule of All Positions and Salaries

U.S. Department of Housing
and Urban Development

Office of Public and Indian Housing

Name of Local Housing Authority		Locality		Fiscal Year Ending									
SARATOGA SPRINGS HOUSING AUTHORITY		SARATOGA SPRINGS, NEW YORK		March 31, 2021									
Position Title and Name By Organizational Unit and Function	Estimated Salary for year 3/31/2020	Requested Budget Year				Allocation of Salaries by Program						HCV & SCRAP	Method of Allocation
		Estimated Payment		No. Mos.	Amount	COCC	Business	Jefferson	Vanderbilt	Stonequist			
		Salary Rate											
ADMINISTRATION													
Executive Director - P. Feldman	133,504	140,200	12	140,200	91,130	44,864						4,206	3% HCV; 32% Business
Finance Director - C. Gaugler	105,701	109,929	12	109,929	91,241	13,191						5,497	5% HCV; 12% Business
Part time Clerk-K. Peterson	18,720	20,030	12	20,030			6,209	3,405	10,416				
Occupancy Specialist-J. Barkley	46,010	49,231	12	49,231	2,461	14,769	7,631	4,185	12,800			7,385	15% HCV; 30% Business
Housing Assistant -J. Hill	38,532	41,229	12	41,229		16,492	7,669	4,205	12,863				40% Business
Administrative - overtime	1,000	1,000		1,000	300		217	119	364				
TOTAL ADMINISTRATION	343,467	361,619		361,619	185,132	89,316	21,726	11,914	36,443	17,088			
TENANT RELATONS													
Tenant Relations Asst-K. Sicko	66,672	69,339	12	69,339		1,387	18,028	9,707	38,830	1,387			2% HCV; 2% Business
Occupancy Specialist-L. Hernandez	45,580	48,771	12	48,771			31,213	17,558					
Tenant Relations - overtime	1,000	1,000		1,000			310	170	520				
TOTAL TENANT RELATIONS	113,252	119,110		119,110	0	1,387	49,551	27,435	39,350	1,387			
MAINTENANCE													
Acting Mod Coordinator - A. Kirker	62,400	64,896	12	64,896		6,490	14,439	14,439	28,879	649			10% Business, 1% HCV
Asst Fac Manager-J. Antolowitz (hired 2/3/20	10,417	51,500	12	51,500			20,600	20,600	9,785	515			1% HCV
Asst Fac Manager-D. Melancon	37,500												
Bldg Maint Mech-T. Lloyd	34,064												
Bldg Maint Mech-C. Henderson	35,250	40,125	12	40,125			24,075	16,050					
Bldg Maint Mech-C. Smith (hired 10/15/19)	14,300	32,292	12	32,292			12,917	19,375					
Bldg Maint Mech-J. Savignano	4,333												
Bldg Maint Mech-J. Clark	3,943												
Laborer - T. Harrington	28,665	30,672	12	30,672			5,222		30,672			176,491	
Estimated Overtime	17,000	17,000		17,000					8,840			58,830	25% Utility Labor
TOTAL MAINTENANCE	247,872	236,485		236,485	0	6,490	77,253	73,402	78,176	1,164		235,321	TOTAL
GRAND TOTAL	704,591	717,214		717,214	185,132	97,193	148,530	112,751	153,969	19,639			

176,491
58,830 25% Utility Labor
235,321 TOTAL

Salary Comparable's for the Position of Executive Director

Saratoga Springs Housing Authority

Housing Authority	Executive Director Salary
Albany	157,241
Mechanicville	133,775
Binghamton	137,636
Ithaca	131,116
Geneva	127,887
Troy	115,913
Schenectady	118,237
Glens Falls	114,343
Hudson	100,000 + 3% development fee

Local Government Officials	Salary
Birge – SS Planning Department	\$136,584
Dolan – SS Fire Department Chief	\$139,681
Miller – SS High School Principal	\$121,181
Jillson – Assistant Chief of Police	\$120,455



Department of
Environmental
Conservation

GUIDELINES AND APPLICATION INSTRUCTIONS

New York State Department of Environmental Conservation Environmental Protection Fund Climate Smart Communities

2019 Municipal Zero Emission Vehicle (ZEV) Clean Vehicle
(Purchase or Lease) Rebate Program

NYS Grants Gateway Application ID No.: DEC01-ZEVCV-2019

Application Due Date: 4:00 p.m., July 24, 2020, when DEC chooses to withdraw this request for applications (RFA), or when funding is exhausted, whichever occurs first.

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Program Description

The New York State Department of Environmental Conservation (DEC or Department) is pleased to announce rebates to municipalities for the purchase of battery electric, plug-in hybrid, and hydrogen fuel cell vehicles for municipal fleet use.

Funding Available

A total of \$500,000 is available for the 2019 round of the Municipal ZEV Clean Vehicle (Purchase or Lease) Rebate Program. Funding for this grant opportunity is provided by the Environmental Protection Fund, Title 15, Climate Smart Community Projects line.

Timetable of Key Events

Event	Date
Application Period Begins	October 1, 2019
Question and Answer Period Ends	July 22, 2020
Applications Due	July 24, 2020
Award(s) Announced	Rolling

Eligibility

Eligible Applicants

For the purposes of this rebate program, the following entities are considered eligible applicants: Municipalities defined as counties, cities, towns, and villages of the State of New York or boroughs of the City of New York, pursuant to 6 NYCRR subdivision 492-1.1(j). Non-profit and not-for-profit organizations, and political subdivisions such as municipal corporations, school districts, district corporations, boards of cooperative educational services, fire districts, public benefit corporations, industrial development authorities, and similar organizations are not eligible for this rebate program.

Eligible Vehicles

Eligible clean vehicles (as defined in ECL § 54-1521(1)(c) and 6 NYCRR subdivision 492-1.1(g)) include all-electric vehicles, plug-in hybrid electric vehicles, and hydrogen fuel cell vehicles that adhere to the following:

- have four wheels
- are manufactured for use primarily on public streets, roads, and highways
- contain a powertrain that has not been modified from the original manufacturer's specifications
- are rated at not more than eight thousand five hundred pounds gross vehicle weight
- have a maximum speed capability of at least fifty-five miles per hour
- are propelled, at least in part, by an electric motor and associated power electronics that provide acceleration torque to the drive wheels some time during normal vehicle operation
- draw electricity from a hydrogen fuel cell or battery that
 - has a capacity of not less than four kilowatt-hours; and
 - is capable of being recharged from an external source of electricity

Vehicles must be placed into municipal service at a dealership located in New York State to be eligible for rebate through this program.

Project Timeframe

Municipal ZEV Clean Vehicle rebates are available to municipalities that purchased or leased an eligible clean vehicle and placed it into municipal service at a dealership located within New York between July 1, 2019 and July 24, 2020. If the vehicle is leased, the minimum lease term is 36 months.

Minimum and Maximum Award Amounts

The minimum grant amount per vehicle is \$2,500. The maximum grant amount per vehicle is \$5,000. The maximum grant amount to any one municipality is \$250,000. Rebates of \$2,500 per vehicle will be issued toward the cost of an eligible clean vehicle with an all-battery electric range between 10 and 50 miles, and rebates of \$5,000 per vehicle will be issued toward the cost of an eligible clean vehicle with an all-battery electric range of greater than 50 miles. Rebate amounts cannot be a denomination other than \$2,500 and \$5,000. E.g., a request for \$1,000 will not be awarded.

Application/Award Limit

There is no limit to the number of applications a municipality may file or the number of vehicles for which a municipality may request rebates. However, no more than 50% of the funding (\$250,000) made available through this solicitation may be awarded to any one municipality.

Applications will be accepted until allocated funds are exhausted, DEC withdraws this RFA, or July 24, 2020, whichever comes first.

Match Requirement

There is no match requirement. Vehicle(s) must be purchased or leased prior to application. However, the total of all funding sources may not exceed the total cost of the vehicle(s) purchased. If the applicant is receiving funding from any other rebate or incentive, a copy of the budget breakdown or contract showing all funding received, amount applied to the clean vehicles for which a rebate is requested, and balance to be covered by this program and/or local grantee funds is required as part of the application.

Grant Opportunity Inquiries

For general information on completing this application and for clarification of application requirements, contractual terms, and procedures contact:

Myra Fedyniak
zevrebate@dec.ny.gov
Phone: 518-402-8448

Include "2019 Municipal ZEV Clean Vehicle Rebate Program" in the subject line of the email. Questions regarding this grant opportunity will be accepted by the Department until close of business July 22, 2020. All questions and answers will be uploaded to Grants Gateway every two weeks to allow all applicants to view them.

Application Requirements

All applications must be submitted through the Grants Gateway at https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx. **Paper or e-mailed applications will NOT be accepted.**

Pursuant to the New York State Division of Budget Bulletin H-1032 Revised, effective July 16, 2014, New York State has instituted key reform initiatives to the grant contract process. Information on these initiatives can be found on the Grants Management website at <https://grantsmanagement.ny.gov/>.

All applicants must be registered in the Grants Gateway at the time and date that the application is due. Applications received from applicants that have not registered in the Grants Gateway by the application due date and time listed at the beginning of this document cannot be evaluated. If your organization is not registered at that date and time, your application will not be considered. Such applications will be disqualified from further consideration.

Grants Gateway Registration

Applicants must have a valid Federal Employee Identification Number (FEIN) and a NYS Vendor Identification Number to complete their Grants Gateway registration. If a municipality passes a resolution authorizing a department under its jurisdiction to apply for funding, that department can apply only if it is registered in the NYS Grants Gateway. Registration in the NYS Grants Gateway is necessary for municipalities to be able to do the following:

- apply for a NYS grant opportunity
- enter into a grant contract
- amend an existing contract
- apply for grant payments

Registration is NOT an online process. Register early to allow time for processing and postal mail delivery.

Grants Gateway registration instructions

1. Visit the Grants Management website at <https://grantsmanagement.ny.gov/register-your-organization>. Scroll down to the “How to Register” section and click on the “Registration Form for Administrators” link.
2. Complete the form according to the instructions provided. The completed form must be signed and notarized.
3. Mail the original, signed and notarized, hard copy to the address provided in the instructions.
4. After the form is received and reviewed at Grants Management, the person designated “Grantee Delegated Administrator” in the registration form will be provided with a username and password allowing access the Grants Gateway.
5. The Grantee Delegated Administrator may then log in to the Grants Gateway at https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx and change their password at the bottom of the profile page when prompted. Enter a new password and click the SAVE button located on the top, right-hand side of the page.
6. The Grantee Delegated Administrator must now create roles for the “Grantee” and “Grantee Contract Signatory.” The “Grantee” is often the municipal project manager or consultant who will upload all the required documentation and edit the work plan and budget. The “Grantee Contract Signatory” is the municipal chief executive officer who is legally authorized to sign the state assistance contract. Refer to Section 2.2 of the “Grantee User Guide,” located on the Grants Management website at <https://grantsmanagement.ny.gov/grantee-documents> for instructions on creating user roles in the Grants Gateway.

If you have previously registered and do not know your username, please email grantsgateway@its.ny.gov . If you do not know your password, click the Forgot Password link from the main log in page and follow the prompts.

Applicants are strongly encouraged to begin the Grants Gateway registration process as soon as possible to participate in this grant opportunity.

Resources are available to help you understand how to register with and use the Grants Gateway:

- NYS Grants Management <https://grantsmanagement.ny.gov/>
- Videos: <https://grantsmanagement.ny.gov/videos-grant-applicants>
- Live Webinars: <https://grantsmanagement.ny.gov/live-webinars>

Contact the Grants Management Team for additional assistance with Grants Gateway:

Main Help Desk:

Contact the main help desk for assistance with registration, prequalification, applications, contracts, payments, and more.

Hours: Weekdays 8:00 am - 4:00 pm

Email: grantsgateway@its.ny.gov

Phone: (518) 474-5595

After Hours Support:

Contact the afterhours support desk on weekdays after 4:00 pm for help with account lockouts, lost User IDs, or basic information.

Hours: Weekdays 4:00 pm - 8:00 pm

Email: helpdesk@agatesoftware.com

Phone: (800) 820-1890

Vehicle Information

All of the following documentation must be submitted with the application for a Municipal ZEV Clean Vehicle Rebate:

- A list of all vehicles against which rebates are requested that includes the vehicle year, make, model, electric range, rebate amount requested, and vehicle identification number (VIN).
- Proof of temporary or permanent vehicle registration for each vehicle.
- Bill of sale, purchase agreement, or executed and signed vehicle lease (of at least 36 months) for each vehicle clearly showing the vehicle was placed into municipal service at a dealership located in New York State.
- If the applicant is receiving funding from the New York State Energy Research Development Authority's (NYSERDA) Clean Energy Community (CEC) Program, or any other rebate or incentive program, a copy of the budget breakdown or contract showing all funding received, amount applied to the clean vehicles for which a rebate is requested, and balance that the other incentive program funding is not covering is required. Rebate amounts cannot be a

denomination other than \$2,500 and \$5,000. E.g., a request for \$1,000 or \$3,456 will not be considered.

Expenditure Budget

Applicants must complete a budget in the NYS Grants Gateway. For vehicle rebate requests, show the rebate amount as the Grant Funds and the balance of the cost of the vehicle(s) as Other Funds.

Sexual Harassment Prevention Certification

State Finance Law §139-l requires all applicants of grant funding to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees. Where applying for grant funding is required pursuant to statute, rule, or regulation, every application submitted to the state or any public department or agency of the state must contain the following statement: "By submission of this application, each applicant and each person signing on behalf of the applicant certifies, and in the case of a partnering application each party thereto certifies as to its own organization, under penalty of perjury, that the applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law." Applications that do not contain the certification will not be considered for award; provided however, that if the applicant cannot make the certification, the applicant may provide a signed statement with their application detailing the reasons why the certification cannot be made.

ALL applicants must download the Sexual Harassment Prevention Certification Form from the Pre-submission Upload section, complete and save the form, and upload the completed form back into the Pre-submission Upload folder as part of the application, or upload a signed statement detailing the reasons why the certification cannot be made. Important note: Be sure to check the form after uploading to ensure the correct file is uploaded and is completed as required.

Application Evaluation, Scoring, and Selection

Eligibility will be determined according to the factors listed in the table below through review of documents uploaded with the application.

Eligibility Criteria	Score
Vehicle(s) is an eligible clean vehicle as defined by ECL §54-1521(1)(c) and 6 NYCRR subdivision 492-1.1(g).	Pass/Fail
The vehicle(s) was purchased or leased and placed into municipal service on or after July 1, 2019.	Pass/Fail
If leased, the term of the lease is no less than 36 months.	Pass/Fail
Vehicle was placed into municipal service at a dealership located in New York State.	Pass/Fail

No further review will take place for Municipal ZEV Clean Vehicle Rebates. All applications meeting the minimum requirements will be awarded a rebate corresponding to the number of all-electric miles the vehicle is capable of, in the order the applications are received in the Grants Gateway until allocated funds are exhausted, DEC withdraws this RFA, or July 24, 2020, whichever comes first.

Awards and Contracting

Awards will be made on a rolling basis, in the order in which the applications are received in the Grants Gateway until allocated funds are exhausted, DEC withdraws this RFA, or July 24, 2020, whichever comes first.

Successful applications for rebates that total \$50,000 or more will not be awarded funding until the grant opportunity has closed and the entire procurement package has been approved by the Office of the State Comptroller.

Notification of Award

Applicants selected to receive an award will be notified by an official Department award letter.

IMPORTANT NOTE: By accepting an award, applicant agrees to abide by all Master Contract for Grants (MCG) or Letter of Agreement (LOA) terms and conditions. Any changes to the terms and conditions will not be accepted.

State of New York Master Contract for Grants and Letter of Agreement

Applicants selected to receive an award under \$10,000 will be mailed a letter of agreement (LOA) package consisting of the LOA, Attachment A-1 Program Terms and Conditions, signed purchase order, and reimbursement request forms. Applicants should review and be prepared to comply with all LOA and Attachment A-1 Program Terms and Conditions should grant funding be awarded. The LOA and attachments can be reviewed and/or downloaded in the Grants Gateway application under the screen name "Contract Document Properties," or see the Office of Climate Change funding page at <http://www.dec.ny.gov/energy/109181.html> for a copy of Attachment A-1 Agency and Program Specific Terms and Conditions ZEV CV.

Applicants selected to receive an award of \$10,000 or more will be sent a "Next Steps" e-mail with instructions for completing the contracting process in the Grants Gateway. Grantees are required to execute a Master Contract for Grants (MCG) within 60-90 days from the date of their award letter. Failure to submit required MCG documents in a timely manner could cause a grantee to lose its grant award. Applicants should review and be prepared to comply with all MCG terms and conditions should grant funding be awarded. The MCG and attachments can be reviewed and/or downloaded in the Grants Gateway application under the screen named "Contract Document Properties," the generic MCG can also be accessed on the Office of Climate Change grant funding page at <http://www.dec.ny.gov/energy/109181.html>. The MCG and attachments include the following:

- MCG Grants Face Page
- NYS Standard Terms and Conditions
- Attachment A-1 Agency and Program Specific Terms and Conditions
- Attachment B-1 Expenditure Based Budget
- Attachment C Work Plan

Contract extensions will not be permitted for the Municipal ZEV Clean Vehicle Program.

Payments

Payments cannot be made until a Master Contract for Grants or Letter of Agreement has been fully executed. After execution, payments up to the eligible reimbursement amount will be made upon submittal of appropriate payment request information and forms.

Project costs eligible for reimbursement must be incurred between the Master Contract for Grants (MCG) or the Purchase Order (PO) term start and end dates. Costs incurred prior to the MCG or PO term start date or after the MCG or PO term end date will not be considered eligible for reimbursement. Copies of supporting cost documentation (timesheets, paid invoices, receipts, cancelled checks, etc.) must be audited and approved by the DEC before payment is processed.

Department of Environmental Conservation Reserved Rights

The Department of Environmental Conservation reserves the right to

- award additional and available funding for scored and ranked projects consistent with this grant opportunity;
- award an agreement for any or all parts of this RFA in accordance with the method of award;
- withdraw this RFA at any time at the Department's sole discretion;
- award to the next highest scoring application in the event a grantee fails to negotiate a grant contract with the Department within 60 to 90 days of the grant award;
- not fund projects that are determined to be inconsistent with the Smart Growth Public Infrastructure Policy Act (ECL Article 6);
- reject any or all applications in response to this solicitation at the agency's sole discretion; and reduce the rebate amount based on ineligible match or ineligible project costs; and
- reclaim funds paid to grantee if false statements regarding eligibility of the project or any of its components are discovered after award or payment has been made.

Debriefing

In accordance with section 163 of the NY State Finance Law, the Department must, upon request, provide a debriefing to any unsuccessful applicant that responded to the RFA, regarding the reasons that the proposal or bid submitted by the unsuccessful applicant was not selected for an award. An unsuccessful applicant wanting a debriefing must request a debriefing in writing, within fifteen calendar days of receipt of the notice that their proposal did not result in an award.

Organization	Grant Opportunity	Document #	Document Role	Current Status
City of Saratoga Springs	2019 Municipal Zero Emission Vehicle (ZEV) Clean Vehicle Grant Program	DEC01-ZEVCV-2019-00010	Grantee System Administrator	Application in Process

PROJECT/SITE ADDRESSES

Instructions:

1. Please complete all required fields.
2. If Project Statewide is "Yes", do not enter Address information. If Project Statewide is "No", Address information is required.
3. Select the **Save** button above to save your work frequently.
4. Click Forms Menu to return to the navigation links.

Name/Description: 2019 Chevrolet Bolts
Project Statewide No

Address 1 474 Broadway
Address 2

City Saratoga Springs
County New York County
State NY
Zip 12866

Regional Council: Capital Region
Agency Specific Region:

PROGRAM SPECIFIC QUESTIONS

Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.

Project Title Purchase Two (2) Chevrolet Bolts

Applicants must complete all of the following program questions and provide ALL required uploads for the application to be considered complete. Please note that all questions in the Grants Gateway will only allow one document to be uploaded per question. The Reports/Multiple documents should be combined into ONE SINGLE FILE no larger than 10MB in size. DO NOT UPLOAD PASSWORD PROTECTED OR SECURED DOCUMENTS. ENSURE ALL PASSWORDS ARE REMOVED PRIOR TO UPLOADING IN THE GRANTS GATEWAY

- 1 Provide the total number of vehicles for which a rebate is being requested.

- 2 Provide the year, make, model, all electric range, rebate amount requested, and VIN number for EACH vehicle for which a rebate is being requested in question one. ALL information for EACH vehicle is required. Vehicles without all this information provided will be deemed ineligible.

First Listed in Invoice (Shock):

Year: 2019

Make: Chevrolet

Model: Bolt EV

All Electric Range: 238 Miles

Rebate Amount Requested: \$5000

VIN Number: 161FY6S03K4147419

Second Listed in Invoice (Mosaic Black):

Year: 2019

Make: Chevrolet

Model: Bolt EV

All Electric Range: 238 Miles

Rebate Amount Requested: \$5000

VIN Number: 161FY6S01K4114449

- 3 Upload, as a single pdf file, proof of temporary or permanent vehicle registration for each vehicle for which a rebate is requested.
Upload *[FileNetDocRetrieval.aspx?docID={E1EF7A47-8F64-446B-BF47-5D3086362C46}](#)

- 4 Upload, as a single pdf file, a copy of the bill of sale or lease agreement for each vehicle. The document(s) must include the name of the municipality, proof the vehicle was placed into service in New York State, and if a lease, a lease term of no less than 36 months.

Upload *[FileNetDocRetrieval.aspx?docID={D9824409-FADE-473C-B720-FA1CDA55D5CB}](#)

CONTRACTUAL

Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Contractual item has been saved successfully, select the **Add** button above to add additional Contractual items.
4. Click Forms Menu to return to the navigation links.

Contractual Detail

In the Contractual Services section should include costs for services rendered to the project under a format or written agreement such as direct provision of services by contractual arrangement. If Contractual is not applicable leave this section blank.

Details

Contractual - Type/Description Purchase Two (2) EV Chevy Bolts
Justification Purchase of 2 Electric Vehicles to replace two older gas vehicles

Financial

Total Grant Funds \$10,000.00

Total Match Funds

Match % 0%

Total Other Funds \$44,600.00

Line Total	\$54,600.00
Category Total	\$54,600.00

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

EXPENDITURE SUMMARY**Instructions:**

1. Save this form to display a roll-up of the category budget details.
2. Click Forms Menu to return to the navigation links.

Category of Expense	Grant Funds	Match Funds	Match % Calculated	Match % Required	Other Funds	Total
1. Personal Services						
a) Salary	\$0	\$0	0%	0%	\$0	\$0
b) Fringe	\$0	\$0	0%	0%	\$0	\$0
Subtotal	\$0	\$0	0%		\$0	\$0
2. Non Personal Services						
a) Contractual	\$10,000.00	\$0	0%	0%	\$44,600.00	\$54,600.00
b) Travel	\$0	\$0	0%	0%	\$0	\$0
c) Equipment	\$0	\$0	0%	0%	\$0	\$0
d) Space/Property & Utilities	\$0	\$0	0%	0%	\$0	\$0
e) Operating Expenses	\$0	\$0	0%	0%	\$0	\$0
f) Other	\$0	\$0	0%	0%	\$0	\$0
Subtotal	\$10,000.00	\$0	0%		\$44,600.00	\$54,600.00
Total	\$10,000.00	\$0	0%	0%	\$44,600.00	\$54,600.00
PERIOD TOTAL	\$0					

WORK PLAN OVERVIEW FORM**Instructions:**

The purpose of this form is to capture organizational information necessary for application processing, as well as a detailed accounting of the proposed or funded project. It is made up of three sections:

1. Project Summary
2. Organizational Capacity
3. Project Details - Objectives, Tasks and Performance Measures

If applicable, specific instructions/requirements for completing these sections may be found in the Grant Opportunity under which you are applying. Click Forms Menu to return to the navigation links.

Work Plan Period From 10/21/2019 To 12/31/2019

Project Summary

Provide a high-level overview of the project, including the overall goal and desired outcomes. Include information such as location, target population, overall number of persons to be served, service delivery method and hours of operation.

The City of Saratoga Springs released an Invitation to Bid on 10/21/2019. The purpose of this Invitation to Bid is for the City of Saratoga Springs to purchase New/Unused Electric Vehicles (hereafter referred to as "EVs") for the City fleet.

Goal: For City staff members – Zoning and Building Inspector and Utility Meter Reader – to utilize the two electric vehicles for vital tasks.

Desired Outcomes: The electric vehicles will be used to their fullest extent by staff members to complete tasks in a more feasible and environmentally sound manner.

Location: City of Saratoga Springs

Target Population: City of Saratoga Springs Staff Members in the Mayor's Department (Building and Zoning) and Department of Public Works (Utility) Department

Overall Number of Persons to be Served: The vehicles will be used by two staff members replacing the use of one 2005 Ford Taurus vehicle and one 2007 Jeep Patriot

Service Delivery: The electric vehicles will be readily available to staff members in the Saratoga Springs Dept. of Public Works garage

Method: On a daily basis, staff members will use the electric vehicles for inspection tasks and for utility meter reading throughout the city limits.

Hours of Operation: Monday through Friday, 8:30 am to 4:30 pm (Omitting Holidays)

Organizational Capacity

Describe the staffing, qualifications and ongoing staff development/training activities, and relevant experience of the provider organization to support the project.

is assigned to the utility meter reader.

Qualifications: All staff that will utilize the vehicles have their driver's license and will use the vehicles to operate city business.

Ongoing Staff Development/Training Activities: Staff was trained by the dealer on use of the vehicles. The City's Building Inspector accompanied the Admin of Parks, Open Lands, Historic Preservation and Sustainability to the dealership and received training on how to operate the vehicle. The Dealer will support test drives and training of any other staff who wishes to receive it.

Relevant Experience of the Provider Organization to Support the Project: The City of Saratoga Springs has installed two dual port EV chargers in the downtown area within walking distance of City Hall. The City plans on installing two more dual port stations at Weibel Ice Rinks in the near future, and immediately at the Department of Public Works garage. In addition, public EV chargers will be installed as part of the new City Center parking garage. This is on City owned property but managed by the City Center.

OBJECTIVES

Instructions:

1. Enter an *Objective* in the field provided below.
2. Select the **Save** button.
3. To add another *Objective*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Tasks* to the *Objective*.
5. Click Forms Menu to return to the navigation links.

Objective Name**Objective Description****Instructions for Adding Tasks for this Objective:**

Click the **Task** link in the Forms Menu navigation panel above to add a Task to this Objective.

OBJECTIVES AND TASKS**Instructions:**

1. Select the **View/Add** link next to a Task to add or edit the Performance Measures for that Task.
2. Click Forms Menu to return to the navigation links.

Objective
Objective Name
Objective Description

TASKS**Instructions:**

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.
5. Click Forms Menu to return to the navigation links.

Objective:**Task Name****Task Description**

Instructions for Adding Performance Measures for this Task:

Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

DEFINE TASKS**Objective:****Task****PERFORMANCE MEASURE****Instructions:**

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective:**Task:****Performance Measure Name**

Integer

PERFORMANCE MEASURE**Instructions:**

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective:**Task:****Performance Measure Name**

Integer

PRE-SUBMISSION UPLOADS

Instructions:

1. Select the **Browse** button to locate an upload.
2. Select the **Save** button above to load it into the system.
3. If the Grant Opportunity you are applying for requires that a specific document be uploaded, a link to the Document Template will appear under the upload row. Click the link to download and save the Document Template to your computer. Once you have filled out the Document Template you can use the associated **Upload** row to upload the document as part of your application.

General Instructions: Below is a list of documents an applicant may or may not be required to complete and upload. Please review the Request For Application (RFA) to be sure you provide all necessary and required documents as they may or may not pertain to your project.

Letter of Agreement

Grant award amounts of \$10,000 and below will not be required to sign the Master Contract For Grants but must be prepared to comply with the terms and conditions of the LOA and MCG Attachment A-1 Program Terms and Conditions.

Document Template: [Click here](#)

Attachment S*

State Finance Law §139-I requires all applicants of grant funding to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.
FilenetDocRetrieval.aspx?docID={7E073897-6ADA-47E7-84C2-53F969A01118}

Document Template: [Click here](#)



Saratoga County Economic Development Committee

Economic Development Fund Application

Date Approved by City Council 3/17/20

Applicant Information

Town/City City of Saratoga Springs

Address 474 Broadway, Saratoga Springs, NY 12866

Contact person (if other than Supervisor) Lindsey Connors, Community Development Planner

Grant Information

Project Name CDBG Economic Development Loan Matching Funds

Amount of grant request (max request \$7K) \$7,400 (max indicated by Supervisor Lawler)

How will funds be used To support CDBG funded economic development loans under Saratoga Springs' current Economic Development Loan Program

Estimated project start date 6/30/2020 Estimated project completion 12/31/2020

How does project align with the economic development objectives in your community?
The City of Saratoga Springs established the "Economic Development Revolving Loan Program" (hereinafter, the Loan Program), to stimulate job creation for residents of low- and moderate-income. The Loan Program helps to subsidize these job opportunities by offering low interest loans and/or loan guarantees to businesses physically locating within the City of Saratoga Springs.

The Loan Program, originally funded by a U.S. Department of Housing and Urban Development (HUD) grant, is administered locally by the City's Office of Community Development (OCD) and all applicants must agree to federal program requirements. The City's intent is to make loans to eligible businesses to promote job creation for LMI residents. New loans are issued as funds become available from repayment of prior loans.

This program is in alignment with the City's HUD approved Consolidated Plan under the Community Development Block Grant Program.

What are the project deliverables?

For every \$25,000 loaned through this program, one full time position must be created for a LMI job seeker, filled and retained for a period of at least 3 years.

How will you measure results (ex: new jobs or investment) The Saratoga Springs Community Development Department tracks job creation and retention under this loan program in alignment with HUD mandated reporting procedures.

Authorization: Mayor, City of Saratoga Springs

Name Date

Acknowledgment: County Supervisor for City of Saratoga Springs

Name Date



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS

474 Broadway - City Hall
Saratoga Springs, New York 12866

Telephone 518-587-3550
Fax 518-587-6512

JOHN P. FRANCK
COMMISSIONER

MAIRE MASTERSON
DEPUTY COMMISSIONER

Award of Bid Sign-Off Form

Department That Owns Award of Bid: Department of Public Works


Project or Item Being Awarded: Laboratory Services (2020-06)

Item Being Extended: _____

Vendor Who Won the Bid: CNA Environmental, LLC

Budget Line Item: F3638334-54708, A3638144-54708 & A3638194-54180 \$23,106.00

Mayor/Commissioner: Please add to the March 17, 2020 City Council Agenda, the award of bid for "Laboratory Services" to CNA Environmental, LLC.



Commissioner of Public Works

3/13/20

Date

Assistant Purchasing Agent: Purchasing policy has ✓ / has not _____ been followed in the selection of the winner of the bid.

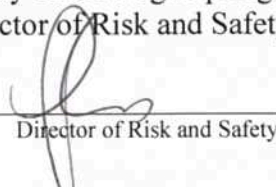


Assistant Purchasing Agent

3/13/2020

Date

Director of Risk and Safety: Vendor being awarded the bid has ✓ / has not _____ met all insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.



Director of Risk and Safety

3/13/2020

Date

An award of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.

Prior to an award of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's Commissioner/Mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- The Assistant Purchasing Agent **must** review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below (attach bid tabulation and if not lowest bidder attach justification explanation); and
- The Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all risk and insurance requirements for the City of Saratoga Springs (attach copy of Executed Risk and Safety Agreement & Insurance Certificates that match Risk and Safety Agreement); and
- Approved certification of funds by the Finance Department (if applicable) **must** be obtained and the copy **must** be attached to this request; and
- Budget line item **must** be identified and indicated.

Laboratory Services RFP 2020-06 Bid Results

CAN Environmental, LLC
 Ethan Einwohner
 27 Kent St., Ste. 102
 Ballston Spa, NY 12020
ethan@specifiedlabs.com

Item	Unit Price	Total Price	Purchasing	Risk and Safety
1	\$21.00	\$8,925.00	Meets	Does not meet
2	\$38.00	\$190.00	requirements.	insurance limits.
3	\$80.00	\$2,000.00		Insufficient
4	\$99.00	\$2,475.00		excess.
5	\$30.00	\$750.00		
6	\$20.00	\$300.00		
7	\$28.00	\$140.00		
8	\$33.00	\$4,290.00		
9	\$419.00	\$838.00		
10	\$38.00	\$96.00		
11	\$888.00	\$1,776.00		
12	\$82.00	\$164.00		
13	\$299.00	\$598.00		
14	\$159.00	\$318.00		
15	N/A	N/A		
16	\$27.00	\$54.00		
17	\$85.00	\$170.00		
18	\$21.00	\$42.00		
Total Bid		\$23,106.00		

Phoenix Environmental Laboratories, Inc.
Clarence Beames
 6 Stillwood Lane
 So. Glens Falls, NY 12803
buddyphoenixlabs@twc.com

Item	Unit Price	Total Price	Purchasing	Risk and Safety
1	\$20.00	\$8,500.00	Meets	City needs to be
2	\$35.00	\$175.00	requirements.	named additional
3	\$60.00	\$1,500.00		insured P & NC
4	\$100.00	\$2,500.00		and certificate
5	\$30.00	\$750.00		holder.
6	\$10.00	\$150.00		
7	\$10.00	\$50.00		
8	\$18.00	\$2,340.00		
9	\$320.00	\$640.00		
10	\$18.00	\$36.00		
11	\$1,300.00	\$2,600.00		
12	\$90.00	\$180.00		
13	\$130.00	\$260.00		
14	\$100.00	\$200.00		
15	\$460.00	\$920.00		
16	\$15.00	\$30.00		
17	\$90.00	\$180.00		
18	\$20.00	\$40.00		
Total Bid		\$21,051.00		



CNAEN-1

UP ID: AT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2020

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

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

PRODUCER DeCoster-Wilson-Duthie Agency 161 Eagle Rock Ave., PO Box J Roseland, NJ 07068 John W. Duthie	973-226-2336	CONTACT NAME: John W. Duthie PHONE (A/C, No, Ext): 973-226-2336 E-MAIL ADDRESS: John@dwdinsure.com FAX (A/C, No): 973-226-4663
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Ironshore Specialty Insurance		
INSURER B: Twin City Fire Insurance Co		29459
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	13 WBC BU6024	02/11/2020	02/11/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		001924906	02/11/2020	02/11/2021	Liability \$ 2,000,000 Aggregate \$ 2,000,000

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

Those usual to the insured's Operations.

CERTIFICATE HOLDER

CITYOF7

City of Saratoga Springs
474 Broadway
Saratoga, NY 12866

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
John W. Duthie



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2020

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 677 Broadway 4th Floor Albany NY 12207	CONTACT NAME: Sarah Traver PHONE (A/C, No, Ext): 518-533-6818 E-MAIL ADDRESS: sarah_traver@ajg.com	FAX (A/C, No): 518-533-6877
INSURED CNA Environmental, LLC 27 Kent Street Ballston Spa, NY 12020	INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Company of SE INSURER B : ShelterPoint Life Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 39926 81434

COVERAGES

CERTIFICATE NUMBER: 1888527922

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		S1995070	11/16/2019	11/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		S1995070	11/16/2019	11/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		S1995070	11/16/2019	11/16/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Disability		D446947	11/16/2019	11/16/2020	Statutory Limits

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

CG7300 (01/2019) ElitePac General Liability Extension
CG7997 (11/2016) General Aggregate Limit per Project
CG2504 (05/2009) Designated Locations General Aggregate Limit
CA7773 (08/2018) Blanket Waiver of Transfer of Rights
CXL456 (05/2017) Waiver Transfer Rights Recovery - Others

Certificate Holder is an additional insured on a primary and non-contributory basis per written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC
STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU**

COMMERCIAL GENERAL LIABILITY
CG 79 21 11 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and included in the "products-completed operations hazard".

The above provision does not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or the written permit issued prior to the "bodily injury" or "property damage".

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00NY 01 16

SUMMARY OF COVERAGES (including index)

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

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

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ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00NY 01 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Non-Owned Aircraft, Auto or Watercraft

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

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

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

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

This exclusion does not apply to:

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

Damage To Premises Rented to You

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

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

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

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

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

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

Electronic Data Liability

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

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

Damages arising out of:

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

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

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

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

SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

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

a. Any Insured

To any insured.

This exclusion does not apply to:

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

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

Product Amendment

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

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

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

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

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

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

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

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

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

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

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

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

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

Employees As Insureds Modified

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

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

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

Newly Formed Or Acquired Organizations

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

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

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

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

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

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

(All other provisions of this section remain unchanged).

Blanket Additional Insureds - As Required By Contract

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

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

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

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

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

Broad Form Vendors Coverage

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

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

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

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

Incidental Malpractice

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

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

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

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

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

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

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

Primary and Non-Contributory Provision

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

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

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

Unintentional Failure To Disclose Hazards

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

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

Waiver Of Transfer Of Rights Of Recovery

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

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

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

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

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

Liberalization

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

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

SECTION V - DEFINITIONS

Electronic Data

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

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

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

17. "Property damage" means:

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

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

Employee Amendment

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

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

Golfing Facility

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

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

Not-for-profit Member

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

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



MEG KELLY
MAYOR

MICHELE D. CLARK-MADIGAN
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

ROBIN DALTON
COMM. OF PUBLIC SAFETY

JOHN FRANCK
COMM. OF ACCOUNTS

City of Saratoga Springs

Request for Proposal

Laboratory Services

PREPARED BY: Department of Public Works
PREPARED FOR: Department of Public Works
February 2020

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2020-06 – Laboratory Services

Name of Bidder: CNA Environmental, LLC

RFP Opening: Tuesday, March 10, 2020 at 2:00 p.m.

AND RETURN TO:

**City of Saratoga Springs
Department of Accounts
15 Vanderbilt Avenue
Saratoga Springs, NY 12866**



Notice to Bidders

The City of Saratoga Springs, New York, will receive sealed bids for Laboratory Services. Sealed bids must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 15 Vanderbilt Avenue, Saratoga Springs, New York, 12866, by Tuesday March 10, 2020 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the request for proposal (RFP) may be obtained on the City's web page at www.saratoga-springs.org, under current bids. There is no fee for these documents.

Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet. Addenda to the bid, when issued, will be on file in the City Clerk's Office at least five days before the bid opening date. If you have obtained a bid packet through the City's web site and would like to be on record for any Addenda please email stefanie.richards@saratoga-springs.org with your name, bid packet obtained and email address.

Questions regarding the bid should be directed to Stefanie Richards in writing at stefanie.richards@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed in a sealed envelope.

No bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. Subsequent to sixty days an offer may be withdrawn in writing. State Finance Law §163(9)(e)

The City of Saratoga Springs reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents. State Finance Law §163(9)(d)

**City of Saratoga Springs
Saratoga County, New York**



Instructions to Bidders

1. RFP DOCUMENTS

This document includes a complete set of the RFP specifications and required documents, which are for the convenience of bidders and are not to be detached from the bid.

2. INTERPRETATION OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven or more days prior to the date fixed for opening of bids shall be given consideration. Every interpretation made to a bidder shall be in the form of Addenda to the bid, and when issued, shall be on file in the City Clerk's Office at least five days before bids are opened.

All Addenda shall be emailed to each person whose name and address are on record with the City as having attained a bid packet or has attended a pre-bid meeting *<as applicable>*. All such Addenda shall become part of the bid and all bidders shall be bound by such Addenda, whether or not received by the bidders.

3. BIDS

All bids shall be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids shall be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the bidder. The City may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same.

In order to guard against premature opening of the bid documents, bids shall be enclosed in a sealed and clearly labeled envelope with the words:

RFP #: 2020-?? - Laboratory Services

Name of Bidder: **CNA Environmental, LLC**

Bid Opening: Tuesday, March 10, 2020 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
15 Vanderbilt Avenue
Saratoga Springs, NY 12866

4. NON-COLLUSIVE BIDDING CERTIFICATIONS

Each bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the Non-Collusion Affidavit on the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

Failure to submit the executed Non-Collusive Agreement at the time of bid submission may disqualify the bid submission.

5. VENDOR CODE OF CONDUCT

Contractor must execute Vendor Code of Conduct and include the agreement with the bid response submission. ***Failure to submit the executed Vendor Code of Conduct at the time of bid submission may disqualify the bid submission.***

6. RISK AND SAFETY AGREEMENT

Bidder must execute the Risk and Safety Agreement and include the agreement with the bid response submission. ***Failure to submit the executed Risk and Safety Agreement at the time of bid submission may disqualify the bid submission.***

7. CERTIFICATE OF INSURANCE

Bidder must include a Certificate of Insurance providing proof of the required insurance as outlined in the Risk and Safety Agreement with the bid response submission. ***Failure to submit a Certificate of Insurance at the time of bid submission may disqualify the bid submission.***

8. APPRENTICESHIP PROGRAM

The City of Saratoga Springs hereby requires any contractor on a project in excess of \$200,000.00 aggregate, at the time of bid date, or submission of quote, and prior to entering into a construction contract with the City of Saratoga Springs, or any sub-contractor on such a project with a sub-contract in excess of \$50,000.00 aggregate, at the time of bid date, or submission of quote, and prior to entering into a sub-contract with a contractor who has a construction contract with the city of Saratoga Springs on a project in excess of \$200,000.00 aggregate, to have apprenticeship agreements traditionally and historically appropriate for the type and scope of work to be performed, which have been registered with, and approved by, the New York State Commissioner of Labor, and which have a graduation rate of at least thirty percent (30%).

9. CORRECTIONS

The bidder must initial erasures or other changes in the bid.

10. RECEIVING BIDS

Bids received prior to the advertised time of opening shall be securely kept, sealed. The City Clerk's office, whose duty it is to open them shall decide when the specified time has arrived to open bids, and no bid received thereafter will be considered. **LATE BIDS shall be rejected. E-mail or faxed bid submissions are not acceptable and shall not be considered.**

At the time and place fixed for the opening of bids, the City shall cause to be opened and publicly read **11. OPENING OF BIDS** and every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.

13. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for bid submission as set forth under the Bidders Submittal Instructions. Written bid amounts are the legally binding bid amount, numeric bid amounts are viewed as a convenience. Proposals that do not meet the City's requirements, as outlined in the RFP, may be deemed nonresponsive and given no further consideration.

Proposals meeting the requirements of the City shall be evaluated first on technical information (i.e. operational plan, company background, staffing & personnel biographies, relevant experience, references) and then on the cost proposal.

14. AWARD OF CONTRACT: REJECTION OF BIDS

If the Contract is awarded, it shall be awarded to the responsive and responsible bidder submitting the best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The bidder to whom the award is made shall receive by mail a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its best interest.

All changes in the award contract effecting price and time must be brought to City Council for approval.

The City reserves the right to extend the contract for three (3), one (1) year terms from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Preference may be given to MWBE businesses.

16. AMERICANS WITH DISABILITY 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, accommodations will be provided to allow individuals with disabilities to participate in all services, programs and activities.

17. CIVIL RIGHTS

The City of Saratoga Springs, New York, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

18. SEXUAL HARRASSMENT

Every employer in the New York State is required to adopt a sexual harassment prevention policy. All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

19. COMPLIANCE

Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause of discontinuing business with the successful bidder.



Bidders Submittal Instructions

BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents, one original and one copy of each, with your response:

- Your response to the RFP in question (1 Original, 1 Copy)
- Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Risk & Safety Agreement
- **Certificate of Insurance** (as outlined in Risk & Safety Agreement)
 - **Including Worker's Compensation Certificate**
 - **Sub Contractors (if applicable) Certificate of Insurance** (as outlined in Risk & Safety Agreement) **Including Worker's Compensation Certificate**

FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE MAY LEAD TO IMMEDIATE RFP DISQUALIFICATION.

Step Two: Enclose your bid in a sealed envelope marked:

RFP #: 2020-06 – Laboratory Services

Name of Bidder: CNA Environmental, LLC

Bid Opening: Tuesday, March 10, 2020 at 2:00 p.m.

Step Three: Please return your response to this RFP to the following address:

**City of Saratoga Springs
Department of Accounts
15 Vanderbilt Avenue
Saratoga Springs, NY 12866**



Statement of Specifications

Laboratory Services

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

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

Laboratories must be available twenty-four hours per day, 365 days per year to open their lab and receive test samples in the event of a public health emergency. An example of an emergency would be the presence of Total Coliform Bacteria and/or E. Coli in the City's public water supply.

Total Coliform Bacterial tests must be initiated on the **same day** that the samples are picked up. Additionally, samples taken on or before 12:00 p.m. must be picked up and delivered to the laboratory on that day. Water Treatment Plant samples must be picked up within two (1) hours of request. Only vendors within 10 miles will be considered.

Pricing is requested for the following laboratory services:

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
#1	425 each	Total Coliform Bacteria	\$21.00	\$ 8925.00
#2	5 each	Fecal Coliform Bacteria	\$38.00	\$ 190.00
#3	25 sets	Trihalomethanes - TTHM	\$80.00	\$ 2000.00
#4	25 sets	Haloacetic Acids - HAA5	\$99.00	\$ 2475.00
#5	25 each	Total Organic Carbon	\$30.00	\$ 750.00
#6	15 each	Alkalinity	\$20.00	\$ 300.00
#7	5 each	Nitrate	\$28.00	\$ 140.00
#8	130 sets	Lead & Copper	\$33.00	\$ 4290.00
#9	2 sets	Radiologicals - Gross, Alpha, Radium 226 & 228	\$419.00	\$ 838.00
#10	2 sets	Iron & Manganese	\$38.00	\$ 96.00
#11	2 sets	Synthetic Organics - SOC 1 & 2	\$888.00	\$1776.00
#12	2 sets	Volatile Organic Compounds - VOC	\$82.00	\$ 164.00
#13	2 sets	Primary Inorganic Compounds - IOC	\$299.00	\$ 598.00
#14	2 sets	Secondary Inorganic Compounds IOC-Other	\$159.00	\$ 318.00
#15	2 each	Cryptosporidium and Giardia	N/A	N/A
#16	2 each	Flouride	\$ 27.00	\$ 54.00
#17	2 each	Gross Alpha	\$85.00	\$ 170.00
#18	2 each	Total Coliform GUIDI	\$21.00	\$ 42.00

TOTAL BID IN FIGURES: \$ 23,106.00

TOTAL BID WRITTEN: Twenty-Three Thousand One Hundred Six Dollars

COMPANY NAME: **CNA Environmental, LLC**

ADDRESS: 27 Kent Street, Suite 102, Ballston Spa, NY 12020 Phone No. (518 884-0800

E-MAIL ADDRESS ethan@specifiedlabs.com

AUTHORIZED SIGNATURE: 

PRINTED NAME Ethan Einwohner

TITLE: Owner

DATE: 2/27/20



Non-Collusive Bidding Certification
Section §139(d) State Finance Law

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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

Signature: _____

Print Name: Ethan Einwohner

Title: Owner

Date: _____

2/27/20

Company CNA Environmental, LLC

Address 27 Kent St, Suite 102, Ballston Spa, NY 12020

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of March, 2020 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

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

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

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

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

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- The Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

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

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

Signature: _____

Printed name: Ethan Einwohne

Title: Owner

Date: 2/27/20

Company Name: CNA Environmental, LLC

Company Address: 27 Kent St, Suite 102, Ballston Spa, NY 12020



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

City Project Number RFP 2020-06 City Project Name: Laboratory Services Prevailing Wage Project No.:
City Department: D P W Department Contact Person: Barbara Maughan City Ext. 2574
Company Name CNA Environmental, LLC
Company Address 27 Kent St. Suite 102, Ballston Spa, NY 12020
Company Telephone No.: 518-884-0800 Company Fax No.: N/A
Consultant Primary Contact for This Project: Emily Grattidge Title Lead Technical Director

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

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

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

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

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City 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: [Signature] (For CNA Environmental) Date: 2/27/20

UC)

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NY

WHEREAS, in the past few weeks, governments, communities and businesses across our country and around the world have encountered operating difficulties because of the Covid-19 virus. While each local government faces its own specific problems, it is in the overall public interest for every public official to prepare for alternative methods and procedures to keep government functions in operation in case of a medical crisis; and

WHEREAS, Saratoga Springs currently maintains a Purchasing Policy and Procedure Manual that establishes routine and non-routine procedures for the purchase of goods and services. Currently, the Manual does not contain details about payments to vendors by electronic voucher, a viable alternative to pay vendors in a crisis situation,

NOW, THEREFORE, THIS COUNCIL hereby authorizes the Commissioner of Accounts to promulgate regulations for the payment of vendors by electronic voucher. Such supplemental regulations shall be in accordance with established procedures in use by other governments, and shall be established in writing and filed in the Office of the City Clerk. The regulations shall be in addition to current regulations in the Purchasing Policy and Procedure Manual, but in cases where they conflict with current regulations; those supplemental regulations shall take priority.

Dated: March 17, 2020

Ayes Nays

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: John P. Franck, City Clerk



City of Saratoga Springs
OFFICE OF COMMISSIONER OF FINANCE

MICHELE D. CLARK-MADIGAN
COMMISSIONER OF FINANCE

474 Broadway – City Hall
Saratoga Springs, New York 12866-2296
518-587-3550
Fax 518-580-0781

DEIRDRE O'DWYER LADD
Deputy Commissioner

CHRISTINE A. GILMETT-BROWN
Director of Finance

LAURA TOWNSEND
Receiver of Taxes

KAMERON KLIPPEL
Payroll Administrator

YVETTE SHAVER
Finance Department Assistant

To: Mayor Meg Kelly
Commissioner John Franck
Commissioner Robin Dalton
Commissioner Anthony Scirocco

Cc: Christine Gilmett-Brown

From: Commissioner Michele Madigan

Date: March 13, 2020

Re: 2019 County Distribution Recommendations

On June 18, 2019, the City voted unanimously to use \$50,000 of an unexpected County distribution related to tipping fees generated by the Town of Northumberland landfill to purchase two electric vehicles. These were to replace existing gasoline-powered vehicles, a 2005 Ford Taurus used by the Building Department and a 2007 Chevy Impala used by Parking Enforcement.

Both vehicles have been purchased. The Building Department has put its EV into service and retired the Taurus. The Public Safety Department has recently determined that it cannot put its EV into service and has not retired the Impala.

The Public Works Department would like to utilize the EV, and agrees to retire a 2007 Jeep Patriot. Finance has determined that the asset can be readily transferred, and I will be asking the Council at the March 17, 2020 Council meeting to revise its June 2019 vote to allow for this exchange.

If you have any questions, please do not hesitate to contact my office. Thank you.



CITY OF SARATOGA SPRINGS

OFFICE OF COMMISSIONER OF FINANCE

MICHELE D. CLARK-MADIGAN
COMMISSIONER OF FINANCE

474 Broadway - City Hall
Saratoga Springs, New York 12866-2296
518-587-3550
Fax 518-580-0781

MICHAEL SHARP
Deputy Commissioner

CHRISTINE GILLMETT-BROWN
Director of Finance

LAURA TOWNSEND
Receiver of Taxes

CATHERINE LOZIER
Principal Account Clerk

KAMERON KLIPPEL
Payroll Administrator

YVETTE SHAVER
Finance Department Assistant

To: Mayor Meg Kelly
Commissioner John Franck
Commissioner Peter Martin
Commissioner Anthony Scirocco

Cc: Christine Gilmett-Brown

From: Commissioner Michele Madigan

Date: June 13, 2019

Re: 2019 County Distribution Recommendations

As discussed by County Supervisor Matthew Veitch during the City Council meeting held on June 4, 2019, the City will soon be receiving revenue from the County related to tipping fees generated by the landfill located in the Town of Northumberland that was previously owned by the County.

Through discussions with both Supervisor Veitch and Supervisor Tara Gaston, it is the Finance Department's understanding that the City is scheduled to receive \$98,000 in 2019. Additionally, before the County Supervisors on June 18, 2019 is a proposal to split the County's share of the tipping fees equally, which would result in an additional \$20,000 for the City.

This funding provides the City with an opportunity to fund worthy projects and goals, and a summarization of my recommendations for the \$98,000 we are currently scheduled to receive is as follows:

1. Purchase Two Electric Vehicles in the amount of \$50,000.

During the May 21, 2019 City Council meeting, a resolution in support of the Paris Climate Agreement was unanimously approved. Nations around the world signed the Paris Agreement in recognition of the threat of global warming, and committed to take action. In support of this mission, I recommend purchasing two electric vehicles to replace existing gasoline-powered vehicles that are each over 12 years old. The specific vehicles I believe are most appropriate to replace are a 2005 Ford Taurus used by the Building Department and a 2007 Chevy Impala used by Parking Enforcement. Upgrading to electric vehicles will not only positively impact the environment, but also ensures that City personnel are driving vehicles that meet the most current safety requirements and lessens the City's future repair and maintenance obligations. The net price to acquire the two vehicles is reduced by improved procurement pricing available through Climate Mayors, which we are a member of, as well as grant and rebate opportunities offered by National Grid, NYSEDA, the Department of Environmental Conservation, the Environmental Protection Agency, and others.

2. Create and Contribute to a Trail Maintenance Assignment of \$25,000.

The City's commitment to expanding and improving our trail system has dramatically increased in recent years, and with this expansion has come increased costs associated with maintenance. The City has become aware of County and State grant opportunities that specifically provide funding toward trail maintenance, and this assignment would provide City funds for the grant matches required. Additionally, this assignment could be used for unexpected one-time trail maintenance expenses that the City is unable to predict through the normal budgetary process. This assignment will allow the City, and specifically the Department of Public Works, a funding source beyond the Operating Budget to ensure trails are well-prepared for the thousands of City residents and guests that utilize the trail system annually.

3. Increase of General Fund Contingency by \$23,000.

The Contingency expense line within the Operating Budget allows the City to fund unexpected expenses without needing to tap into fund balance. As we are less than halfway through the budgetary year, increasing the Contingency line will increase the City's fiscal flexibility.

Regarding the potential \$20,000 County distribution to be voted on during the June 18, 2019 County Board of Supervisors meeting, I look forward to hearing from Supervisor Veitch and Supervisor Gaston about the Board's decision. If approved, I will discuss potential recommendations at a later date.

<p>Civil Service Law, Section 22: Certification for positions. Before any new position in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such existing position reclassified only with the title approved and certified by the commission. Effective 1978</p>		<p align="center">New Position Duties Statement</p> <p>Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward one typed and signed copy to this Commission.</p>	
<p>1. Department FINANCE</p>		<p>Bureau, Division, Unit or Section City of Saratoga Springs CSC</p>	
		<p>Location of Position FINANCE</p>	
<p>2. Description of Duties: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.</p> <p>This is high level, comprehensive administrative and professional work involving providing a consistent City budget presence and assistance (all funds) and overall responsibility for preparation and administration of the annual operating and capital budgets for the City of Saratoga Springs. The work involves performing advanced professional work in municipal budget preparation and administration. The work is generally performed on an independent basis with general direction provided by the Commissioner of Finance. Does related work as required.</p>			
<p>Proposed job title: Budget Director (Non Union, FT Competitive – PT Non Competitive)</p>			
<p align="center">Review of duties/responsibilities</p>			
<p>Percent of Work time</p>	<p>Job Duty:</p> <p>Assist all departments in the preparation of the annual budget; partner with the Mayor’s Department in the development of the six-year capital plan and annual capital budget.</p> <p>Plan, develop, implement and monitor the City fiscal operations including budgetary systems in accordance with applicable statutory provisions and sound budget practices;</p> <p>Plans and aide in the development, preparation, recommendations and administration of the City budget; Assists in financial planning by reviewing economic data and publications in order to forecast growth or decline in areas including but not limited to, revenues, sales tax collections, personal income and overall budget;</p> <p>Provide real time budgetary analysis on critical City line items, including but not limited to Sales and Occupancy Tax;</p> <p>Consolidate budget requests and presents them to the Commissioner and/or Deputy Commissioner of Finance for review and consideration;</p> <p>Provide advice, guidance and recommendations with regard to fiscal effect of projected policy and program developments;</p> <p>Make recommendations concerning the fiscal practices, policies and procedures relating to the City; Meet with Department Heads to assemble budget requests, and during the year to discuss, supervise and control expenditures and revenue;</p> <p>Coordinate with Department Heads and/or administrative staff - for example, the Office of Planning and Economic Development and its initiatives, or with DPW to review City water and sewer rates;</p> <p>Analyze program plans of departments in relation to workload trends, cost data from previous years and nature of service provided;</p>		

	<p>Examine records and analyze request for additional appropriations, allocation changes, appropriation changes; Participates in budget workshops;</p> <p>Develop and recommend improvements in budget procedures and budget forms for improving overall budget preparation;</p> <p>Analyze and recommend management improvements as part of an ongoing effort to reduce operating costs of government, included but not limited to energy and health care;</p> <p>Prepare property tax scenario tables, which will inform City Council on the impact of property changes for taxpayers;</p> <p>Organize, consolidate and prepare narrative and tabular information into clear, logical reports;</p> <p>Prepare and maintain budget records and files;</p> <p>Stay up to date on recent developments, current literature and sources of information in governmental budgeting;</p> <p>Use computer applications or other automated systems such as spreadsheets, word processing, calendar, email and database software in performing work assignments;</p> <p>Other related duties as assigned by the Commissioner of Finance.</p>
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3. Names and Titles of Persons Supervising this position (General, Direct, Administrative)

NAME	TITLE	Type of Supervisor
Michele Madigan	Commissioner of Finance	Administrative

4. Names and Titles of Persons Supervised by an Employee in this position

NAME	TITLE	Type of Supervision
N/A	N/A	N/A

5. Names and Titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	Type of Supervision
N/A	N/A	N/A

6. What minimum qualification do you suggest be required for this position?

Education:

1. High School/GED AND six (6) years of full time paid paraprofessional or professional administrative experience in economics, finance, political science, public or business or legal administration, or a closely related field, five (5) years of which must have been in a full time professional administrative capacity in budget administration, budget analysis or research, capital program analysis or capital budgetary planning **OR**
2. Associates Degree: in any major AND four (4) years of full time paid paraprofessional or professional administrative experience in economics, , finance, political science, public or business or legal administration, three (3) years of which must have been in a full time professional administrative capacity in budget administration, budget analysis or research, capital program analysis or capital budgetary planning **OR**
3. Bachelors Degree or higher : in any major AND two (2) years of full time paid paraprofessional or professional administrative experience in economics, finance, political science, public or business administration or a closely related field, (1) year of which must have been in a full time professional administrative capacity in budget administration, budget analysis or research, capital program analysis or capital budgetary planning

Experience: (List amount and type of experience recommended to successfully perform the duties of this proposed position)

See above

Essential knowledge, skills and abilities recommended to successfully perform the duties of this proposed position.

Thorough knowledge of fiscal operations including budget principles, practices and techniques, particularly as they relate to government; thorough knowledge of budget preparation and administration; through knowledge of the principles and practices of administrations; familiarity with statistical concepts and methods; knowledge of public administration as it relates to the budget process; ability to exercise general administrative direction over budgeting functions; ability to prepare a variety of budget reports, including some that are complex; ability to work independently within the scope of general direction ability to understand and interpret a variety of complex written materials; ability to read, write, speak, understand and communicate in English; ability to use computer applications;

Type of license or certification required for this proposed position: _____

7. The above statements are accurate and complete.

Date:

Title:

Signature:

CERTIFICATE OF CIVIL SERVICE COMMISSION

8. In accordance with the provisions of Civil Service Law Section 22, the City of Saratoga Springs Municipal Civil Service Commission certifies that the appropriate civil service title for this proposed position be described as:

Title:

Jurisdictional Classification:

Date:

Signature

Secretary to the Civil Service Commission

ACTION BY LEGISLATIVE BODY

9. Creation of proposed position

Approved

Disapproved

Date:

Signature:

MARCH 16, 2020

Municipal civil service agencies have the sole authority to classify and reclassify positions under their jurisdiction. Civil Service Law, Section 22, requires that the civil service agency having jurisdiction certify an appropriate title before any new position is created or existing position reclassified. Each municipal civil service agency has adopted a rule, which has the force and effect of law, to effectuate this requirement of Civil Service Law.

Section 1 City Department - location of position

Section 2 Brief overall statement of position duties/responsibly

Enter a proposed title: Civil Service Commission will have to approve this suggested title.

Percentage: estimate the amount of time the proposed duties will be performed either on a weekly, monthly or daily basis. A daily basis would require a higher percentage, likewise, on a yearly basis the least percentage.

Job duties: list the duties/responsibilities to be performed

Minimum Qualifications : education and/or necessary to be successful in this position

Knowledge, skills, abilities and personal characteristics: knowledge, skills, abilities necessary to perform the duties of the position

License: Does the position require a license, or certification

Sign section 7, submit to Civil Service for review/approval/establishment of a job specification.

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2020	03	152 03/17/2020	031720	031720	BTCO BUA 031720	BTCO 1 1			
1	A3011211	51270		MAYORS OFFICE PERSONAL SERVICE	EXECUTIVE ASSISTANT TO MAYOR	51,420.73	3,550.00	54,970.73	
	A	-30-1-1210-1-51270	-		TRANSITION TRAINING	03/17/2020			
2	A3011211	58030		MAYORS OFFICE PERSONAL SERVICE	CITY PORTION SOCIAL SECURITY	10,985.49	275.00	11,260.49	
	A	-30-1-1210-1-58030	-		TRANSITION TRAINING	03/17/2020			
3	A3829999	59010		CONTINGENCY	CONTINGENCY	203,170.39	-3,825.00	199,345.39	
	A	-38-2-9990-9-59010	-		TRANSITION TRAINING	03/17/2020			
4	A3021311	51026		COMM FINANCE PERSONAL SERVICE	BUDGET DIRECTOR	.00	61,500.00	61,500.00	
	A	-30-2-1310-1-51026	-		TO FUND TITLE THRU YR-END	03/17/2020			
5	A3021311	58030		COMM FINANCE PERSONAL SERVICE	CITY PORTION SOCIAL SECURITY	37,539.32	4,700.00	42,239.32	
	A	-30-2-1310-1-58030	-		TO FUND TITLE THRU YR-END	03/17/2020			
6	A3829999	59010		CONTINGENCY	CONTINGENCY	203,170.39	-66,200.00	136,970.39	
	A	-38-2-9990-9-59010	-		TO FUND TITLE THRU YR-END	03/17/2020			
** JOURNAL TOTAL							0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
bgamdent

CLERK: u238

YEAR PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2020 3 152										
BUA A3011211-51270	03/17/2020	031720BTCO	031720	031720BTCO		T EXECUTIVE ASSISTANT TO MAYOR	5		3,550.00	
						TRANSITION TRAINING				
BUA A3011211-58030	03/17/2020	031720BTCO	031720	031720BTCO		T CITY PORTION SOCIAL SECURITY	5		275.00	
						TRANSITION TRAINING				
BUA A3829999-59010	03/17/2020	031720BTCO	031720	031720BTCO		T CONTINGENCY	5			3,825.00
						TRANSITION TRAINING				
BUA A3021311-51026	03/17/2020	031720BTCO	031720	031720BTCO		T BUDGET DIRECTOR	5		61,500.00	
						TO FUND TITLE THRU YR-END				
BUA A3021311-58030	03/17/2020	031720BTCO	031720	031720BTCO		T CITY PORTION SOCIAL SECURITY	5		4,700.00	
						TO FUND TITLE THRU YR-END				
BUA A3829999-59010	03/17/2020	031720BTCO	031720	031720BTCO		T CONTINGENCY	5			66,200.00
						TO FUND TITLE THRU YR-END				
JOURNAL 2020/03/152 TOTAL									.00	.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
bgamdent

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

** END OF REPORT - Generated by Lynn Bachner **

03/13/2020 12:38
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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
bgamdent

CLERK: u05

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2020 3 153									
BUA A012-40512						USE OF ASSIGNED FUND BALANCE 5			23,271.62
03/17/2020 031720BAAG 031720 031720BAAG						T QUAD GRAPHICS TAX REFUND ART 7			
BUA A3051944-54370						REFUND PRIOR YEAR TAXES 5		23,271.62	
03/17/2020 031720BAAG 031720 031720BAAG						T QUAD GRAPHICS TAX REFUND ART 7			
								<hr/>	<hr/>
								.00	.00
BUA A-2960						APPROPRIATIONS			23,271.62
03/17/2020 031720BAAG 031720 031720BAAG									
BUA A-1510						ESTIMATED REVENUES		23,271.62	
03/17/2020 031720BAAG 031720 031720BAAG									
								<hr/>	<hr/>
SYSTEM GENERATED ENTRIES TOTAL								23,271.62	23,271.62
								<hr/>	<hr/>
JOURNAL 2020/03/153 TOTAL								23,271.62	23,271.62

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
bgamdent

FUND	ACCOUNT	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2020	3	153	03/17/2020				
	A-1510						ESTIMATED REVENUES	23,271.62	
	A-2960						APPROPRIATIONS		23,271.62
FUND TOTAL								23,271.62	23,271.62

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

03/13/2020 12:46
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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P **1**
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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2020	03	154	03/17/2020	031720	031720BAPY BUA	031720BAPY	1	2		
1	A103	42726			MISCELLANEOUS LOCAL SOURCES	REIMBURSEMENT LABOR EXPENSE	.00	-963.00	-963.00	
	A	-10-3-0000-0-42726	-			FIRST NIGHT REIMB DPW LABOR	03/17/2020			
2	A3335011	51964			STREETS PS	SPECIAL EVENTS	849.42	963.00	1,812.42	
	A	-33-3-5010-1-51964	-			FIRST NIGHT REIMB DPW LABOR	03/17/2020			
						** JOURNAL TOTAL		0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
bgamdent

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2020	3	154	03/17/2020			
	A-1510					ESTIMATED REVENUES	963.00	
	A-2960					APPROPRIATIONS		963.00
FUND TOTAL							963.00	963.00

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

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
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CLERK: u05

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2020 3 155									
BUA F3739081-51930						SICK LEAVE DPW	5	.03	
03/17/2020 031720BTPY	031720	031720BTPY				T SICK LEAVE BUY OUT			
BUA F3638351-51900						LABORER WATER	5		.03
03/17/2020 031720BTPY	031720	031720BTPY				T SICK LEAVE BUY OUT			
JOURNAL 2020/03/155							TOTAL	.00	.00

03/13/2020 12:50
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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL					.00	.00

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

**AGREEMENT ADDENDUM THREE
BETWEEN THE CITY OF SARATOGA SPRINGS, NY AND
MESICK, COHEN, WILSON, BAKER ARCHITECTS, LLP
Original Agreement Approved July 2, 2014**

This Addendum Three, between Mesick Cohen Wilson Baker Architects, LLP with offices at 388 Broadway, Albany, NY 12207 (hereinafter "Consultant") and the City of Saratoga Springs ("City"), 474 Broadway, Saratoga Springs, NY 12866 entered into between the above referenced parties on the effective date of February 4, 2020 is hereby added to the original Agreement dated July 2, 2014 and Addendum 1 dated November 3, 2016 and Addendum 2 dated November 4, 2019. The original Agreement had a total Contract sum of \$21,922.00 and Addendum One had an additional contract sum of \$35,865.00, Addendum Two had an additional contract sum of \$69,056.00, bringing the total authorized Contract sum and authorized amount prior to this Addendum Three to \$126,843.00

Additional Services Provided: Consultant shall provide additional professional services as described in the proposal dated December 30, 2019 for \$4,332.50. Invoicing for the additional services shall be on an hourly fee basis not to exceed four thousand three hundred thirty two dollars and fifty cents (\$4,332.50), a copy of which is hereto attached. The Consultant represents that the company providing this service is qualified to perform the type and scope of work to be done.

Accordingly, this Agreement Addendum Three brings the Total Authorized Contract Amount to: One hundred thirty one thousand one hundred seventy five dollars and fifty cents. (\$131,175.50).

The City's Risk and Safety Agreement shall become a part of the original agreement and this Agreement Addendum Three. All other terms and conditions of the original Agreement remain the same.

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

CITY:

Signature: _____

Date: _____

Print Name: _____

Title: _____

CONSULTANT:

Signature:  _____

Date: MARCH 12, 2020

Print Name: LAURENCE WILSON

Title: PRINCIPAL

City Council Approval Date: _____

Fee Calculation

Proposal Date: December 30, 2019

MESICK
COHEN
WILSON
BAKER
architects
albany • williamsburg

	A	B	C	D	E
1		City of Saratoga Springs, New York			
2		Canfield Casino			
3		Main Parlor and Bar Room Restoration			
4		Addendum No. 3 Fee Proposal			
5		Emergency Chandelier Support			
6					
7		MCWB Architects	Principal	Project Manager	Drafter
8			Hours	Hours	Hours
9		November 20, 2019:			
10		Review probe photographs and notify			
11		Owner of deteriorated chandelier support.		1	
12					
13		November 20, 2019:			
14		Conference call with Ryan Biggs/Clark Davis			
15		concerning chandelier support design.		2	
16					
17		November 21, 2019:			
18		Site Visit and Meeting with Commissioner			
19		Scirocco, Debbie LaBreche, Chris Peters &			
20		Curt Wilsey re: chandelier support design.		3	
21					
22		November 21, 2019:			
23		Conference call with Ryan Biggs/Clark Davis			
24		to finalize chandelier support design details.		2	
25					
26		Project Administration		4	
27					
28		Total Hours	0	12	0
29		Rate / hour	\$175	\$100	\$70
30		Unit Totals	\$0	\$1,200	\$0
31					
32		Sub-total mcwb			\$1,200
33					
34		Ryan Biggs/Clark Davis Engineering			\$2,732.50
35		Quantum Engineering			\$400.00
36					
37				Total Fee:	\$4,332.50

Mesick Cohen Wilson Baker Architects
388 Broadway, Albany, NY 12207
(518) 433-9394



INVOICE

Mr. Mark Dahl
Mesick, Cohen, Wilson, & Baker Arch, LLP
388 Broadway
3rd Floor
Albany, NY 12207

December 11, 2019
Re: No: 8736-12
Invoice No: 46772

Re: 8736-12 Canfield Casino Emergency Chandelier Support

Consulting services rendered for the design, preparation of sketches, phone calls, and project coordination related to the emergency support for the parlor chandeliers.

Professional Services through December 6, 2019

Professional Personnel

	Hours	Rate	Amount	
Principal				
Healy, John	1.75	225.00	393.75	
Rouis, Paul	1.50	225.00	337.50	
Senior Associate				
Miller, Michael	4.25	175.00	743.75	
Restoration Engineer				
Thomas, Stacey	12.75	130.00	1,657.50	
Totals	20.25		3,132.50	
Total Labor				3,132.50
		Total Adjustment		\$- 400.00
		Total Amount Due		\$2,732.50

Quantum Engineering Co., P.C.

48 THATCHER STREET ♦ SELKIRK ♦ NEW YORK 12158
TEL: (518) 767-9450 ♦ FAX: (518) 767-9442 ♦ www.quantumengineers.com

December 27, 2019

Mr. Mark Dahl
MCWB Architects
388 Broadway
Albany, New York 12207

Re: Engineering Services for
City of Saratoga Springs
Canfield Casino Parlor and Bar Area
Power and Lighting
Additional Emergency Services
Q.E. Invoice #2378.1-1

Services: Thru 12/27/2019 – Participate in on-site meeting and subsequent discussions about means to temporarily support the two parlor chandeliers after investigations had found the stem attachments beneath the cupola were deteriorated.

Consulting Services			
Staff	Hours	Rate	Fee
Principal Engineer	2.5	\$160.00	\$ 400.00
Professional Engineer	0	\$140.00	\$ -
Operations Manager	0	\$130.00	\$ -
Electrical Engineer	0	\$130.00	\$ -
Mechanical Engineer	0	\$130.00	\$ -
Electrical & Lighting Designer	0	\$100.00	\$ -
Mechanical & Plumbing Designer	0	\$100.00	\$ -
Total Fee Due			\$ 400.00
Expenses			
Mileage = 0 miles * \$.58			\$ -
Meals			\$ -
Expenses Due			\$ -
TOTAL			\$ 400.00

TOTAL DUE THIS INVOICE: \$ 400.00

Thank you for allowing Quantum Engineering Co., P.C. to be of service to you.

Very truly yours,

A. Curtis Wilsey

A. Curtis Wilsey, P.E., President
Quantum Engineering Co., P.C.

AGREEMENT ADDENDUM TWO
BETWEEN THE CITY OF SARATOGA SPRINGS, NY
AND MESICK, COHEN, WILSON, BAKER ARCHITECTS, LLP
Original Agreement Approved July 2, 2014

This Addendum Two, between Mesick Cohen Wilson Baker Architects, LLP with offices at 388 Broadway, Albany, NY 12207 (hereinafter "Consultant") and the City of Saratoga Springs ("City"), 474 Broadway, Saratoga Springs, NY 12866 entered into between the above referenced parties on the effective date of November 4, 2019 is hereby added to the original Agreement dated July 2, 2014 and Addendum 1 dated November 3, 2016. The original Agreement had a total Contract sum of \$21,922.00 and Addendum One had an additional contract sum of \$35,865.00, bringing the total authorized Contract sum and authorized amount prior to this Addendum Two to \$57,787.00.

Additional Services Provided: Consultant shall provide additional professional services as described in the proposal titled "Canfield Casino Addendum No. 2 Request for Proposal Main Parlor and Bar Room Restoration" dated October 30, 2019. Invoicing for the additional services shall be on an hourly fee basis not to exceed Sixty nine thousand fifty six dollars and zero cents (\$69,056.00), a copy of which is hereto attached. The Consultant represents that the company providing this service is qualified to perform the type and scope of work to be done.

Accordingly, this Agreement Addendum Two brings the Total Authorized Contract Amount to: One hundred twenty six thousand eight hundred forty three dollars and zero cents. (\$126,843.00).

The City's Risk and Safety Agreement shall become a part of the original agreement and this Agreement Addendum Two. All other terms and conditions of the original Agreement remain the same.

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

CITY:

Signature: _____

Date: _____

Print Name: _____

Title: _____

CONSULTANT:

Signature: _____

Date: _____

Print Name: _____

Title: _____

City Council Approval Date: _____ November 4, 2019

October 30, 2019

Deborah M. LaBreche, P.E.
Assistant City Engineer
City of Saratoga Springs
City Hall – 474 Broadway
Saratoga Springs, New York 12866

Re: Canfield Casino
Original Contract Agreement # 2016-37
Addendum No. 2 Request for Proposal
Main Parlor and Bar Room Restoration

Dear Debbie:

Thank you for the opportunity to submit our fee proposal for work at the Historic Canfield Casino. Attached please find our project scope of services and fee breakdown. This proposal addresses the interior plaster restoration of the Main Parlor and Bar Room including attic structural repairs and exterior Cupola restoration work.

Our fee proposal includes the following documents:

- Project Summary of Work
- Project Schedule
- Architect's Fee Breakdown Chart

The fee for these services is \$69,056.00.
Travel expenses shall be billed at a rate of \$75.00 per/site visit.

Please call me if you have questions about any aspect of this proposal.

Sincerely,



M. Jeffrey Baker
Partner

**City of Saratoga Springs, New York
Canfield Casino
Main Parlor and Bar Room Restoration**

**Original Contract Agreement # 2016-37
Addendum No. 2 Request for Proposal
October 30, 2019**

Summary of the Professional Services

Site Survey Investigation and Design Phase:
October 2019

- Laser image scanning and base drawing development
- Parlor attic roof truss and ceiling joist structural evaluations
- Parlor ceiling backside plaster key evaluation*
- Bar room plaster ceiling surface evaluation*
- Parlor plaster wall surface evaluations
- Bar Room plaster wall surface evaluations
- Review Owner's wall scone probe and new support detail*
- Review (2) main chandelier light fixture pendent supports at cupola roof
- Parlor front entrance door and woodwork evaluations
- Cupola interior & exterior woodwork and roof evaluations
- Roof hatch framing evaluation
- Provide construction budget cost estimate

Note: All necessary probe removals, patching and clean-up provided by Owner

Note: The removal and relocation of monumental portrait is provided by Owner

Contract Documents Phase:
November 2019

- Parlor attic structural framing repair drawings and specifications
- Parlor plaster ceiling restoration drawings*
- Parlor plaster wall restoration drawings
- Bar Room plaster ceiling restoration drawings*
- Bar Room plaster wall restoration drawings
- Project specifications*
- Parlor front entrance door and woodwork repair drawings
- Wall scone fixture anchor detail and wiring
- Raise (2) main chandelier support details and wiring
- Cupola interior & exterior woodwork and roof restoration drawings
- New roof hatch detail
- Rewiring of light fixtures in Bar Room
- Repairs to existing floor tile in Bar Room

ALBANY OFFICE

388 BROADWAY
ALBANY, NY 12207
TEL: 518 433-9394
FAX: 518 433-9397

VIRGINIA OFFICE

5525 OLDE TOWNE ROAD, SUITE B
WILLIAMSBURG, VIRGINIA 23188
TEL: 757 221-0713
FAX: 757 221-0714

Work not included in this Request for Proposal:

(Future Work Items)

- Window well heating and cooling unit modifications
- Decorative window drapery treatments and hardware support details
- Interior and exterior wood window and trim restoration

City of Saratoga Springs, New York				
Canfield Casino Parlor & Bar Room Restoration		10/30/2019		
Site Survey				
	<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
	Partner	8	\$170.00	\$1,360.00
	Project Manager	32	\$100.00	\$3,200.00
	Scanning Technican	16	\$90.00	\$1,440.00
	Scanning Equipment Usage			\$2,000.00
	Ceiling Plaster Key Analysis	30	\$110.00	\$3,300.00
	Cost Estimator	16	\$76.00	\$1,216.00
Construction Documents				
	<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
	Partner	16	\$170.00	\$2,720.00
	Project Manager	48	\$100.00	\$4,800.00
	Specification Writer	36	\$100.00	\$3,600.00
	Scanning Technican	30	\$90.00	\$2,700.00
	Technical Staff	40	\$80.00	\$3,200.00
Bidding				
	<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
	Partner	2	\$170.00	\$340.00
	Project Manager (Pre-Bid Meeting)	4	\$100.00	\$400.00
	Project Manager (Coordination)	36	\$100.00	\$3,600.00
	Technical Staff	2	\$80.00	\$160.00
Submittals/Project Coordination				
	<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
	Partner	4	\$170.00	\$680.00
	Project Manager (4 hours/week)	48	\$100.00	\$4,800.00
<u>Site Visits/Job Meetings</u>				
	<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
	Partner (3 trip to site)	12	\$170.00	\$2,040.00
	Project Manager (12 trips to site)	48	\$100.00	\$4,800.00
	Meeting Minutes	12	\$100.00	\$1,200.00
Subtotal				\$47,556.00
Structural Consultant (Ryan Biggs/Clark Davis)				\$10,500.00
Electrical Consultant (Quantum Engineering)				\$11,000.00
Total Project Fee				\$69,056.00
Expenses billed at cost				



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: 2019- City Project Name: Casino Parlor & Bar Restoration Prevailing Wage Project No.:
 City Department: DPW Department Contact Person: Debbie LaBreche City Ext. 2616
 Company Name: Mesick Cohen Wilson Bkaer Architects
 Company Address: 388 Broadway, Albany NY 12207
 Company Telephone No.: 518-433-9394 Company Fax No.: 518-433-9397
 Consultant Primary Contact for This Project: Laurence Wilson Title: Partner

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

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

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

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

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



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: 2019- City Project Name: Casino Parlor & Bar Restoration Prevailing Wage Project No.:
City Department: DPW Department Contact Person: Debbie LaBreche City Ext. 2616
Company Name: Ryan Biggs Clark Davis Engineers & Land Surveyors
Company Address: 257 Ushers Rd., Clifton Park NY 12065
Company Telephone No.: 518-406-5506 Company Fax No.:
Consultant Primary Contact for This Project: Jack Healy Title: Partner

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

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

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

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

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



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: 2019- City Project Name: Casino Parlor & Bar Restoration Prevailing Wage Project No.:
City Department: DPW Department Contact Person: Debbie LaBreche City Ext. 2616
Company Name: Quantum Engineering Co, PC
Company Address: 48 Thatcher Street, Selkirk, NY 12158
Company Telephone No.: 518-598-4567 Company Fax No.:
Consultant Primary Contact for This Project: Curt Wilsey Title: Principal

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2019

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

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

PRODUCER	CONTACT NAME: Ten Eyck Group
Ten Eyck Group	PHONE (A/C, No, Ext): (518) 464-0059
1924 Western Avenue	FAX (A/C, No): (518) 456-7076
	E-MAIL ADDRESS:
Albany NY 12203	INSURER(S) AFFORDING COVERAGE
	INSURER A: Harleysville Worcester Insurance Company
	INSURER B: Harleysville Insurance Company
	INSURER C: Travelers Casualty & Surety Company of America
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: CL1991018564	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		BOP00000034590U	10/12/2019	10/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA 00000034592U	10/12/2019	10/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CMB00000042974U	10/12/2019	10/12/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC00000042954U	10/12/2019	10/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			105245607	03/17/2019	03/17/2020	

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

City of Saratoga Springs is included as an additional insured on a primary & noncontributory basis with respect to General Liability as per form #BOP7053. Additional Insured applies to Umbrella Liability as per form #CU7213. The above statements apply if required by written contract, 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER	CANCELLATION
City of Saratoga Springs Office of Risk and Safety 474 Broadway Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



RYANB-1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/02/2019

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

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

585-385-0428

PRODUCER
Poole Professional - NY
1160F Pittsford-Victor Rd.
Pittsford, NY 14534
Matthew R. Mullard

CONTACT

NAME:

PHONE

(A/C, No, Ext):

585-385-0428

FAX

(A/C, No):

585-662-5755

E-MAIL

ADDRESS:

smiller@poole-ny.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Beazley USA Servs, Inc.

37540

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Ryan Biggs; Clark Davis
Engineering & Surveying, D.P.C
257 Ushers Road
Clifton Park, NY 12065

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability			V15QJ0191301	01/01/2019	01/01/2020	PER CLAIM 2,000,000
	PollutionLiability						AGGREGATE 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

CITYSA1

City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

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

AUTHORIZED REPRESENTATIVE

Matthew Mullard



RYANB1C

OP ID: CMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2019

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

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

PRODUCER Austin & Co., Inc. 20 Corporate Woods Blvd. Albany, NY 12211-2366 Shawn T. Berger		518-465-3591		CONTACT NAME: Shawn T. Berger PHONE (A/C, No, Ext): 518-465-3591 FAX (A/C, No): 518-465-3968 E-MAIL ADDRESS: sberger@austin-co.com	
INSURED Ryan Biggs Clark Davis Engineering & Surveying, DPC 257 Ushers Road Clifton Park, NY 12065		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Travelers Indemnity Company		25658	
		INSURER B: Hartford Insurance Group		29424	
		INSURER C:			
		INSURER D:			
		INSURER E:			
INSURER F:					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6809H707533	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA2944M511	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X		CUP9938Y365	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	01WECAC8340	05/01/2019	05/01/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

Per Policy Terms, Conditions, and Exclusions. The City of Saratoga Springs, its officers, or its employees, are included as Additional Insured insured on the General Liability, Auto Liability, and Umbrella Liability policies, on a primary and non-contributory basis, but only with respect to Project #P12227 - Canfield Casino Attic Trusses, if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

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

AUTHORIZED REPRESENTATIVE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2019

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

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

PRODUCER AMSURE 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: Paul O'Malley PHONE (A/C, No, Ext): 518 458-1800 FAX (A/C, No): 518 458-8390 E-MAIL ADDRESS: pomalley@amsureins.com														
INSURED Quantum Engineering Co., PC 48 Thatcher Street Selkirk, NY 12158	<table border="1"> <thead> <tr> <th data-bbox="812 472 1445 493">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1445 472 1580 493">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 493 1445 514">INSURER A: Hartford Casualty Insurance Co.</td> <td data-bbox="1445 493 1580 514">22365</td> </tr> <tr> <td data-bbox="812 514 1445 535">INSURER B: P&C Insurance Co. of Hartford</td> <td data-bbox="1445 514 1580 535">34690</td> </tr> <tr> <td data-bbox="812 535 1445 556">INSURER C:</td> <td data-bbox="1445 535 1580 556"></td> </tr> <tr> <td data-bbox="812 556 1445 577">INSURER D:</td> <td data-bbox="1445 556 1580 577"></td> </tr> <tr> <td data-bbox="812 577 1445 598">INSURER E:</td> <td data-bbox="1445 577 1580 598"></td> </tr> <tr> <td data-bbox="812 598 1445 619">INSURER F:</td> <td data-bbox="1445 598 1580 619"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co.	22365	INSURER B: P&C Insurance Co. of Hartford	34690	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Casualty Insurance Co.	22365														
INSURER B: P&C Insurance Co. of Hartford	34690														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		01SBARG6329	10/13/2019	10/13/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		01UECIE6793	10/13/2019	10/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		01SBARG6329	10/13/2019	10/13/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$


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

Project: Saratoga Canfield Casino

City of Saratoga Springs is included as an additional insured on a primary and non contributory basis with respect to General Liability as per form SS 00 08 04 05. Additional Insured applies to Umbrella Liability as per form SX 08 02 04 05. The preceding statements apply if required by written contract. 30 days notice of cancellation applies except 10 days notice for nonpayment of premium cancellation.

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2019

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

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

PRODUCER Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		CONTACT NAME: Timothy Esler PHONE (A/C, No, Ext): (201)262-1200 FAX (A/C, No): (201)262-7810 E-MAIL ADDRESS: certs@fenner-esler.com	
INSURED Quantum Engineering Co., P.C. 48 Thatcher Street Selkirk NY 12158		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37885	

COVERAGES

CERTIFICATE NUMBER: Master 19-21

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROFESSIONAL LIABILITY			DPR 9950412 per claim deductible: \$5,000	10/13/2019	10/13/2021	PER CLAIM LIMIT	\$3,000,000
							AGGREGATE LIMIT	\$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Timothy Esler/JEAN

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**Agreement Addendum One
Between City of Saratoga Springs, NY
and Mesick Cohen Wilson Baker Architects, LLP
Original Contract, July 2, 2014**

This Addendum, between Mesick Cohen Wilson Baker Architects, LLP with offices at 388 Broadway, Albany, NY 12207 ("Consultant") and the City of Saratoga Springs ("City"), 474 Broadway, Saratoga Springs, NY 12866 entered into between the above referenced parties on the effective date of November 1, 2016 is hereby added to the original Agreement dated July 2, 2014. The original Agreement had a total Contract sum of Twenty-one Thousand Nine-Hundred Twenty-Two Dollars (\$21,922.00).

Additional Services Provided: Consultant shall provide additional professional services as described in the engineering proposal titled Canfield Casino – Final Plaster Restoration dated October 21, 2016 for a total not-to-exceed Thirty-Five Thousand Eight-Hundred Sixty-Five Dollars (\$35,865.00), a copy of which is hereto attached. The Consultant represents that the company providing this service is qualified to perform the type and scope of work to be done.

Accordingly, this Agreement Addendum brings the Total Authorized Contract Amount to: Fifty-Seven Thousand Seven-Hundred Eighty-Seven Dollars. (\$57,787.00)

The City's Risk and Safety Agreement shall become a part of the original agreement and this Agreement Addendum. All other terms and conditions of the original Agreement remain the same.

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

CITY:

Signature: _____

Date: _____

Print Name: _____

Title: _____

CONSULTANT:

Signature: M. Jeffrey Baker

Date: 10/26/16

Print Name: M. JEFFREY BAKER

Title: PARTNER

City Council Approval Date: _____

MESICK ▪ COHEN ▪ WILSON ▪ BAKER ▪ ARCHITECTS, LLP

388 BROADWAY

ALBANY NEW YORK 12207

October 21, 2016

Deborah LaBreche, P.E.
Asst. City Engineer
474 Broadway - City Hall
Saratoga Springs, NY 12866

RE: Canfield Casino – Final Plaster Restoration

Ms. LaBreche,

We are pleased to submit our proposal for professional services for the final phase of plaster repairs at the Canfield Casino. Please consider this proposal as our intent to provide the City of Saratoga Springs with design, bidding, and construction administration services necessary for successful completion of the project.

Outline of Professional Services:

Based on our understanding of the project, we propose the following:

- Investigation, design, bid and construction phase services including site visits, RFIs, shop drawings, meetings, minutes, inspections, travel, copies and all other incidental expenses.
- Selective investigation and removals as necessary during investigation phase
- Create construction documents including laser scanning to develop photogrammetric-like plans of ceilings.
- Develop treatment plans for repairs to:
 - Ballroom ceiling including plaster treatment over newly installed stabilization plates in Ballroom perimeter cornice and dentil molding.
 - Plaster repairs in Parlor and Bar Room ceilings including removal of temporary wood furring strips in Parlor ceiling.
 - Repair of deteriorated attic joists and broken plaster weighing on the ceiling
 - Installing new wood support joists in attic where necessary
 - Restoration of Ballroom column capitals and other decorative moldings
 - Painting of repaired ceiling areas
- Bid documents will list the following tasks as alternates:
 - Ballroom cornice: Design to remove existing fluorescent lighting, clean debris and install new LED up lighting.
 - Parlor gasoliers: Design treatment of hanging hardware to raise out of reach for safety.
 - Parlor cupolas: Design to restore interiors.
- Cost estimate for base bid and bid alternates.
- Review of one (1) mockup of wall scone restoration and advise the City Engineers Office on the proper treatment.

TEL: 518 433-9394
FAX: 518 433-9397
mcwb@mcwb-arch.com
www.mcwb-arch.com

VIRGINIA OFFICE
3302 CRAGGY OAK COURT, SUITE 101
WILLIAMSBURG, VIRGINIA 23188
TEL: 757 221-0713
FAX: 757 221-0714

- Alternate Services – Outside of base fee
 - Rental of scissor lift for close inspection of Casino and Ballroom ceilings
 - Paint analysis to determine original historic paint colors.
 - Confirm attic ventilation approach undertaken by the City of Saratoga Springs, Office of City Engineer is reasonable and quiet.
- All phases of work will conform to the anticipated design and construction schedule so that the construction phase of the project can be undertaken between Tuesday, January 17, 2017 and Friday, March 24, 2017.

Fee for Professional Services (See attached spreadsheet for breakdown of services/fees):

Total: \$31,390.00

TOTAL INCLUDING ALTERNATES = \$35,865.00
(SCISSORS LIFT & PAINT ANALYSIS)

Please feel free to contact me if you would like to discuss any aspect of this proposal. We look forward to hearing from you.

Sincerely,



Eric Gradoia

388 Broadway

Albany, New York 12207

P: (518) 433-9394

MCWB Fee Proposal Worksheet**Date:** 10/21/2016**Project Number:****Project Name:** Saratoga Springs Casino - Final Plaster Restoration Phase

Project Tasks # Description	Staffing Positions:	Partner	Project Architect	Project Manager	Arch/Build Conservat.	Tech Staff	Draft Person
Historic Structure Report (HSR)							
1 Administration		0	0	0	0	0	0
2 Archival Research		0	0	0	0	0	0
3 Survey Architectural Fabric		0	0	0	0	0	0
4 Finishes Analysis		0	0	0	0	0	0
5 Conditions Assessment & Recommendations		0	0	0	0	0	0
6 Developmental History		0	0	0	0	0	0
7 Draft Report		0	0	0	0	0	0
8 Final Report		0	0	0	0	0	0
HSR Totals		0	0	0	0	0	0
Measured Drawings/Pre-Design (MD/PD)							
1 Administration		0	0	0	0	0	0
2 Review Archival Information		0	0	0	0	0	0
3 Survey Architectural Fabric		0	0	0	0	0	0
4 Scan Building & Site		0	0	0	0	16	0
5 Drafting Building: Archives & Measurements		2	0	0	0	8	32
MD/PD Totals		2	0	0	0	24	32
Ph 1 - Feasibility Study							
1 Administration		0	0	0	0	0	0
2 Review Archival Information		0	0	0	0	0	0
3 Survey Existing Conditions & Building Fabric		8	0	8	0	0	0
4 Code Analysis		0	0	0	0	0	0
5 Review Scope & Budget		0	0	0	0	0	0
6 Draft Report		0	0	0	0	0	0
7 Final Report		0	0	0	0	0	0
Ph 1 Totals		8	0	8	0	0	0
Ph 2 - Schematic Design (SD)							
1 Administration		0	0	0	0	0	0
2 Coordination		0	0	0	0	0	0
3 Review Archival Information		0	0	0	0	0	0
4 Survey Existing Conditions & Building Fabric		0	0	0	0	0	0
5 Architectural Design		0	0	0	0	0	0
6 Schematic Drawings		0	0	0	0	0	0
7 Schematic 3D Models		0	0	0	0	0	0
8 Schematic Renderings		0	0	0	0	0	0
9 Format Drawings		0	0	0	0	0	0
Ph 2 Totals		0	0	0	0	0	0
Ph 3 - Design Development (DD)							
1 Coordination		0	0	0	0	0	0
2 Base Drawings		0	0	0	0	0	40
3 Outline Specs		0	0	0	0	0	0
4 Meetings		0	0	0	0	0	0
5 Presentations		0	0	0	0	0	0
6 Cost Estimate		0	0	8	0	0	0
Ph 3 Totals		0	0	8	0	0	40
Project Tasks							
# Description	Staffing Positions:	Partner	Project Architect	Project Manager	Arch/Build Conservat.	Tech Staff	Draft Person
Ph 4 - Construction Documents (CD's)							
1 Administration		0	0	0	0	0	0
2 Coordination		0	0	0	0	0	0
3 Site Visits		0	0	0	0	0	0
4 Construction Documents		0	0	0	0	0	8
5 Specifications		0	0	48	0	0	0
6 CD Review		4	0	0	0	0	0
7 Formatting & Delivery		0	0	2	0	0	0
Ph 4 Totals		4	0	50	0	0	8

Ph 5 - Bidding

1 Administration	0	0	4	0	0	0
2 Coordination	0	0	4	0	0	0
3 Site Meetings	0	0	4	0	0	0
4 Bid Reviews	0	0	4	0	0	0
Ph 5 Totals	0	0	16	0	0	0

Ph 6 - Construction Administration

1 Kick-off Meeting	0	0	2	0	0	0
2 Coordination	0	0	2	0	0	0
3 RFI Responses	0	0	26	0	0	0
4 Submittal Reviews	0	0	26	0	0	0
5 Site Visits	0	0	30	0	0	0
6 Job Meeting/Phone Conferences	0	0	0	0	0	0
7 Meeting Minutes	0	0	20	0	0	0
8 Field Reports	0	0	10	0	0	0
9 Punch List Meeting	0	0	4	0	0	0
10 Closeout	0	0	8	0	0	0
Ph 6 Totals	0	0	128	0	0	0

Total Staffing Hours	14	0	210	0	24	80
Staffing Hourly Rate	\$170	\$100	\$100	\$100	\$76	\$65
Task Subtotals						
\$0	HSR	\$0	\$0	\$0	\$0	\$0
\$4,244	MD/PD	\$340	\$0	\$0	\$1,824	\$2,080
\$2,160	Ph 1	\$1,360	\$0	\$800	\$0	\$0
\$0	Ph 2	\$0	\$0	\$0	\$0	\$0
\$3,400	Ph 3	\$0	\$0	\$800	\$0	\$2,600
\$6,200	Ph 4	\$680	\$0	\$5,000	\$0	\$520
\$1,600	Ph 5	\$0	\$0	\$1,600	\$0	\$0
\$12,800	Ph 6	\$0	\$0	\$12,800	\$0	\$0
Staffing Subtotals		\$2,380	\$0	\$21,000	\$0	\$1,824
					\$1,824	\$5,200

MCWB Fee Subtotal **\$30,404**

Additional Services

COST ESTIMATE - NORTHERN PLASTERWORKS	\$500
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Reimbursable Expenses (estimated)

Travel by Automobile	Millage @	\$0.56 per Mile	Qty	Cost
1 Trips to Site	40	\$0.56	15	\$ 336
2 Tolls	0	\$0.00	0	\$ -
3 Meals (per diem/person)	1	\$15.00	10	\$ 150
Travel by other				
1 Trips to Site	-			\$0

Printing & Delivery (Estimated)	BILLED AT COST PLUS 25%
X Drawing Sets @ \$25/set	\$0
X Spec Books @ \$7/book	\$0
Courier	\$0
Total Reimbursables	\$486

Total Base Fee **\$31,390**

Alternates

RENTAL OF SCISSOR LIFT FOR ONE DAY	ALLOWANCE	\$500
PAINT ANALYSIS - ARCHITECTURAL CONSERVATION SERVICES	ALTERNATE - ADD	\$3,975
MECHANICAL ENGINEER - CONFIRM ATTIC VENTILATION APPROACH BY CITY	ALTERNATE - ADD	\$9,500

TOTAL = \$35,865

**AGREEMENT BETWEEN
CITY OF SARATOGA SPRINGS, NY
AND
MESICK COHEN WILSON BAKER ARCHITECTS, LLP**

This Agreement ("Agreement") is made by and between the City of Saratoga Springs, NY (the "City") with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and Mesick Cohen Wilson Baker Architects, LLC (the "Consultant") with a place of business at 388 Broadway, Albany, NY 12207.

WITNESSETH THAT:

WHEREAS, the City has requested a quotation for building envelope design services of the Canfield Casino and the Consultant has submitted a proposal in response to this request; and the Consultant and their Sub-consultant are trained and proficient in the fields of architecture and mechanical engineering;

NOW, THEREFORE, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and the Consultant hereby agree as follows:

1. SCOPE OF AGREEMENT

In response to a request for a pricing proposal requested by the City for building envelope design services of the Canfield Casino, the Consultant submitted proposals dated May 5, 2014 and June 10, 2014 (the "Proposals"), which are attached hereto as Exhibit A. The Consultant shall provide to the City the products and services set forth therein. The Consultant assumes full responsibility for the provision of the products and services made available in this Agreement. The Consultant shall be so liable even when the Consultant subcontracts the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City.

2. CONSULTANT RESPONSIBILITIES

The Consultant shall provide services as outlined in the proposals dated May 5, 2014 and June 10, 2014 as marked.

3. CONSULTANT DISCLOSURE

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Agreement.

4. FEES

The costs, fees and disbursements associated with the provision of products and services by the Consultant shall be determined in accordance with the terms and provisions of Exhibit A not to exceed **Twenty-one thousand nine-hundred and twenty-two dollars (\$21,922.00)**, a copy of which is annexed hereto and made a part hereof. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

5. TERM

The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. The Consultant and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Consultant at least ten (10) days prior to such termination date.

The City reserves the right to terminate this Agreement in the event it is found that either of the certifications filed by the Consultant in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Consultant in accordance with the provisions of Section 8 herein.

The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to the Consultant for products delivered and services rendered by the Consultant pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, the Consultant shall only be entitled to compensation for products delivered and services rendered up to the date of termination.

In addition, in the event of any violation by the Consultant of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to the Consultant for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by the Consultant will result in immediate and irreparable injury to the City and will authorize recourse to injunction and/or other specific performance as well as to all other legal or equitable remedies to which the City may be entitled.

6. EFFECTIVE DATE

This Agreement shall have no force and effect until approved by the City Council of the City of Saratoga Springs, NY.

7. BILLING

The Consultant shall provide itemized statements monthly to be reviewed and approved by the City. Invoices must be submitted to: City of Saratoga Springs, NY, Attn. Purchasing Agent, 474 Broadway, Saratoga Springs, NY 12866. Payment by the City will be made in accordance with the State Finance Law, upon receipt of such statements and upon approval by the City. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

8. NOTICE

The **Commissioner of Public Works** is the project manager and shall represent the City in all matters affecting the delivery of products and services. The project manager for the Consultant is: **M. Jeffrey Baker, R.A., Partner.**

Any notice, request, demand, or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City:	Commissioner of Public Works City of Saratoga Springs 474 Broadway, Saratoga Springs, NY 12866
With a copy to:	Secretary to the City Council City of Saratoga Springs 474 Broadway, Saratoga Springs, NY 12866
To Consultant:	M. Jeffrey Baker, R.A., Partner Mesick Cohen Wilson Baker, LLC 388 Broadway Albany, NY 12207

Either party may designate another or further address by notice given in accordance herewith.

9. CONFIDENTIAL INFORMATION

In connection with the provision of products and/or services to the City by Consultant, the City may disclose to Consultant information that is proprietary or confidential information. Any and all City communications, records, documents, written, oral or electronic communication or other information of any kind shall be deemed and treated as confidential by the Consultant. The Consultant shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the City. The Consultant agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the Consultant, (ii) is or becomes available to the Consultant on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within the Consultant's possession prior to its being furnished to the Consultant by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, court order or other similar legal process. In such cases the Consultant shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by the Consultant from the City shall be returned to the City and have the status of City work papers (or, with the City's written permission, shall be destroyed and such destruction certified in writing to the City by an authorized Consultant representative supervising such destruction). Except as set forth herein, no confidential information shall be retained by the Consultant. The Consultant shall be permitted to retain one copy of internal memoranda and other documents, developed by the Consultant during the term of this Agreement, which contain or refer to confidential information, subject to the confidentiality provisions of this paragraph.

Nothing in this section shall be construed to alter the Consultant's responsibilities under any applicable State Law. Since monetary damages may not be a sufficient remedy with respect to any violation of this section, the City shall be entitled to specific performance and injunctive relief, in addition to any other remedy.

10. CITY PROPERTY

All information and materials received hereunder by the Consultant from the City are and shall remain the sole and exclusive property of the City and the Consultant shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Consultant.

All intellectual property, created by the Consultant hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. The Consultant hereby transfers and assigns to the City all proprietary and intellectual property rights in such property.

Effective upon their creation pursuant to Section 2 of this Agreement, the Consultant conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Consultant hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Consultant, its agents, employees, or subcontractors. Nothing herein shall preclude the Consultant from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Consultant's business.

The Consultant grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Consultant under this Agreement. Any written reports, opinions and advice rendered by the Consultant shall become the sole and exclusive property of the City, and the Consultant shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Consultant.

11. RETENTION OF RECORDS

The Consultant shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Consultant for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

12. CONFLICTS OF INTEREST

The Consultant represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

13. PUBLICITY

The Consultant shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Agreement or performance hereunder. Public notice or announcement includes, but is not limited to, notices published on or in connection with the Consultant's website. The Consultant shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Agreement, or work performed pursuant to it, without the City's prior written approval. The Consultant shall not make public or publicize its relation with the City, nor use the City's name, without the City's prior written approval.

14. RELATIONSHIP

No staff member, officer, director or person employed by the Consultant in connection with this Agreement shall be considered or deemed to be an employee of the City of Saratoga Springs, NY or represent him or herself as an employee of the City of Saratoga Springs, NY.

15. INSURANCE

All insurance policies required under this Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and for the Consultant. Said policies shall be effective until all work required or contemplated by the Agreement has been completed. Policies expiring on a fixed date before completion of the Consultant's duties under this Agreement must be renewed not less than 30 days before such expiration date. No policy shall be changed by endorsement without the knowledge and the written consent of the City and, in particular, any notice of cancellation by the insurer shall not be effective until 30 days after the said notice is actually received by the City. Any notice addressed to the City shall be mailed via certified or registered mail to the address set forth herein. The Consultant acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the City.

In the event the Consultant utilizes a subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory basis*** for all those activities performed within its contracted activities for the contract as executed.

Before commencing work under this Agreement, the Consultant shall furnish to the City a certificate of insurance naming: the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees as an additional insured on a primary and non-contributory basis. Failure to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the City. Such certificate shall be on forms acceptable to the City's Office of Risk and Safety Management showing that the Consultant has complied with these requirements. In addition, for policies expiring on a fixed date before completion of the Project, certificates showing renewal must be filed not less than 30 days before such expiration date.

It shall be an affirmative obligation of the Consultant to advise the City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers@Saratoga-Springs.org or mail via Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

- a. The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
- b. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
- c. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant.
- d. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage.
- e. The 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).
- f. The Office of Risk & Safety Management must approve all insurance certificates.
- g. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto.
- h. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide).
- i. If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: immediate termination of the contract;

(1.) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR

(2.) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

Required Property and Casualty Insurance - Minimum coverage types and amounts:

- **Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance:** One Million Dollars per Occurrence with Two Million Dollars Aggregate
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Excess Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Liability Insurance:** One Million per Claims with Two Million Aggregate

Required Workers Compensation Insurance - Minimum coverage types and amounts:

- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

16. LIABILITY

The Consultant assumes all risks in the performance of all its activities authorized by this Agreement. The Consultant hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Consultant shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Consultant, its Consultants, subcontractors, agents, or employees. The Consultant's responsibility under this section shall not be limited to the required or available insurance coverage.

17. SAFETY

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 subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant'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 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 difference vendor.

18. FORCE MAJEURE

Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.

19. WAIVER

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

20. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any

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

21. BINDING AGREEMENT

The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, heirs, successors, distributees and assigns. The rights or obligations granted or allocated to the Consultant herein may not be assigned without the prior written consent of the City.

22. ASSIGNMENT

The Consultant shall not, without the prior written consent of the City, assign, transfer, convey, or otherwise dispose of this Agreement, or any part thereof, or of its right, title, or interest therein or its power to execute this Agreement or any amendment or modifications hereto to any other person, company, or corporation.

23. SEVERABILITY

In the event any provision of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of the balance of this Agreement or any other term or condition hereof.

24. WAIVER OF IMMUNITY CLAUSE

Upon refusal of a representative of our firm, when called before a grand jury, to testify concerning any transaction or contract with the City of Saratoga Springs, NY or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts: Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that; any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

25. NON-COLLUSIVE BIDDING CERTIFICATION: Section 103-d of General Municipal Law

By submission of this quotation, the Consultant and each person signing on behalf of any Consultant certifies, and, in case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: The prices in this quotation have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant or with any competitor; and unless otherwise required by law, the prices which have been quoted in this quotation have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by the Consultant prior to opening, directly or indirectly, to any other Consultant or to any competitor; and no attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

26. APPENDICES

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Vendor/Supplier Code of Conduct

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposals dated May 5, 2014 and June 10, 2014
(for the Building Envelope Design Services of the Canfield Casino)

27. EXECUTION

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

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

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

CITY
Signature: [Signature]
Date: 7/2/14
Print Name: Joanne B. Yepsen
Title: Mayor

CONSULTANT
Signature: [Signature]
Date: 6/24/14
Print Name: M. JEFFREY BAKER
Title: PARTNER

City Council Approval Date: 7/1/14

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)

SS:

COUNTY OF Albany)

ON THIS 24th DAY OF June 2014 BEFORE ME PERSONALLY CAME
M. Jeffrey Baker TO ME KNOWN WHO BEING DULY SWORN, DID DEPOSE AND SAY
THAT HE/SHE RESIDES IN New York THAT HE/SHE IS THE
a Partner OF THE Mesick Cohen
Wilson Baker Architects, LLP THE CORPORATION DESCRIBED IN AND WHICH
EXECUTED THE FOREGOING INSTRUMENT; THAT HE/SHE KNEW THE SEAL OF SAID CORPORATION; THAT
THE SEAL AFFIXED TO SAID INSTRUMENT WAS SUCH CORPORATE SEAL; THAT IT WAS SO AFFIXED BY
THE ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT HE/SHE SIGNED HIS
NAME THERE TO BY LIKE ORDER.

[Signature]
NOTARY PUBLIC

CHERYL GEORGE
Notary Public, State of New York
No. 01GE6060051
Qualified in Albany County
Commission Expires June 11, 2016

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/30/2019

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

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

PRODUCER AMSURE 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: Paul O'Malley PHONE (A/C, No, Ext): 518 458-1800 E-MAIL ADDRESS: pomalley@amsureins.com		FAX (A/C, No): 518 458-8390
	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Casualty Insurance Co.		NAIC # 22365
INSURED Quantum Engineering Co., PC 48 Thatcher Street Selkirk, NY 12158	INSURER B : P&C Insurance Co. of Hartford		34690
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			01SBARG6329	10/13/2019	10/13/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			01UECIE6793	10/13/2019	10/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000			01SBARG6329	10/13/2019	10/13/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project: Saratoga Canfield Casino

City of Saratoga Springs is included as an additional insured on a primary and non contributory basis with respect to General Liability as per form SS 00 08 04 05. Additional Insured applies to Umbrella Liability as per form SX 08 02 04 05. The preceding statements apply if required by written contract. 30 days notice of cancellation applies except 10 days notice for nonpayment of premium cancellation.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs
 474 Broadway
 Saratoga Springs, NY 12866

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

AUTHORIZED REPRESENTATIVE

Ray Alor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2019

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

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

PRODUCER Ten Eyck Group 1924 Western Avenue Albany NY 12203		CONTACT NAME: Ten Eyck Group PHONE (A/C, No, Ext): (518) 464-0059 FAX (A/C, No): (518) 456-7076 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Northfield Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL19103019022

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CP599303	10/19/2019	10/19/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> UAV						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/>	<input type="checkbox"/> CLAIMS-MADE					\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs Office of Risk and Safety 474 Broadway Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2019

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

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

PRODUCER Ten Eyck Group 1924 Western Avenue Albany NY 12203	CONTACT NAME: Ten Eyck Group PHONE (A/C, No, Ext): (518) 464-0059 FAX (A/C, No): (518) 456-7076 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Harleysville Worcester Insurance Company INSURER B: Harleysville Insurance Company INSURER C: Travelers Casualty & Surety Company of America INSURER D: INSURER E: INSURER F:
INSURED Mesick, Cohen, Wilson, Baker Architects LLP 388 Broadway Albany NY 12207	NAIC # 26182 23582 31194

COVERAGES**CERTIFICATE NUMBER:** CL1991018564**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BOP00000034590U	10/12/2019	10/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA 00000034592U	10/12/2019	10/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CMB00000042974U	10/12/2019	10/12/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC00000042954U	10/12/2019	10/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			105245607	03/17/2019	03/17/2020	

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

City of Saratoga Springs is included as an additional insured on a primary & noncontributory basis with respect to General Liability as per form #BOP7053. Additional Insured applies to Umbrella Liability as per form #CU7213. The above statements apply if required by written contract. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs Office of Risk and Safety 474 Broadway Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SPRIN-4

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2019

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

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PRODUCER 585-385-0428 Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Matthew R. Mullard		CONTACT NAME: PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL ADDRESS: smiller@poole-ny.com	
INSURED Spring Line Design Architecture & Engineering LLP 73 Troy RD East Greenbush, NY 12061		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31194	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability		X	105257559	04/13/2019	04/13/2020	PER CLAIM 2,000,000 AGGREGATE 2,000,000

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

Includes 30-day notice of cancellation & waiver of subrogation.

CERTIFICATE HOLDER

CANCELLATION

CITYSA1 City of Saratoga Springs Office of Risk and Safety 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Matthew Mullard</i>
---	---

Request for Certification of Sufficient Funds

Submittal Date: 3/12/2020

The Department of Public Works requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

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

Vendor: Mesick Cohen Wilson Baker Architects, LLP

Project:

Addendum 3

Appropriation - Current Budget Expense Org/Object/Proj(s): H3537112 52000 1165

Amount Requested for Approval

\$4,332.50

Current Amount Available:

\$130,828.73 (PO# 190922)

Transfer/Amendment Pending:

Transfer/Amendment Date


Department Head Signature

3/12/2020
Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.


Commissioner of Finance

3/12/2020
Approval Date

Fee Calculation

Proposal Date: January 28, 2020

Invoice #1

	A	B	C	D	E
1		City of Saratoga Springs, New York			
2		Canfield Casino Parlor			
3		Cupola Restoration			
4		Addendum No. 4 Fee Proposal			
5		Reduce Scope of Work to City of Saratoga Springs Project Budget			
6					
7		MCWB Architects	Principal	Project Manager	Drafter
8			Hours	Hours	Hours
9		Authorization - January 27, 2020:			
10					
11		Revise and Update Working Drawings		1	2
12					
13		Revise and Update Specifications		4	
14					
15		Project Coordination with Owner		2	
16					
17		Project Coordination with Quantum		1	
18					
19		Project Administration		3	
20					
21		Total Hours	0	11	2
22		Rate / hour	\$175	\$100	\$70
23		Unit Totals	\$0	\$1,100	\$140
24					
25		Sub-total mcwb			\$1,240
26					
27		Quantum Engineering Fee			\$730.00
28					
29					
30				Total Fee:	\$1,970.00

Quantum Engineering Co., P.C.

48 THATCHER STREET ♦ SELKIRK ♦ NEW YORK 12158
TEL: (518) 767-9450 ♦ FAX: (518) 767-9442 ♦ www.quantumengineers.com

January 28, 2020

Mr. Mark Dahl
MCWB Architects
388 Broadway
Albany, New York 12207

Re: Additional Services for
City of Saratoga Springs
Canfield Casino Parlor – Cupola Restoration
Revised Drawing for Rebidding
Q.E. Invoice #2378.2-1

Services: Thru 1/28/2020 – Prepared revised drawing for rebidding for scope reduction.

Consulting Services			
Staff	Hours	Rate	Fee
Principal Engineer	3	\$160.00	\$ 480.00
Professional Engineer	0	\$140.00	\$ -
Operations Manager	0	\$130.00	\$ -
Electrical Engineer	0	\$130.00	\$ -
Mechanical Engineer	0	\$130.00	\$ -
Electrical & Lighting Designer	2.5	\$100.00	\$ 250.00
Mechanical & Plumbing Designer	0	\$100.00	\$ -
Total Fee Due			\$ 730.00
Expenses			
Mileage = 0 miles * \$.58			\$ -
Meals			\$ -
Expenses Due			\$ -
TOTAL			\$ 730.00

TOTAL DUE THIS INVOICE: \$ 730.00

Thank you for allowing Quantum Engineering Co., P.C. to be of service to you.

Very truly yours,

A. Curtis Wilsey

A. Curtis Wilsey, P.E., President
Quantum Engineering Co., P.C.

Request for Certification of Sufficient Funds

Submittal Date: 3/12/2020

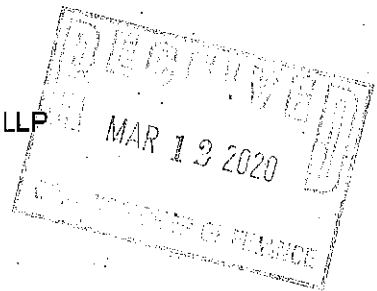
The Department of Public Works requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

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

Vendor: Mesick Cohen Wilson Baker Architects, LLP

Project:

Invoice, Rebid Services



Appropriation - Current Budget Expense Org/Object/Proj(s): H3537112 52000 1165

Amount Requested for Approval

\$1,970.00 ✓

Current Amount Available:

\$130,828.73 (PO# 190922) ✓

Transfer/Amendment Pending:

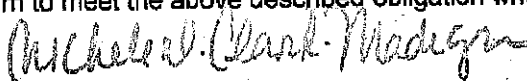
Transfer/Amendment Date _____


Department Head Signature

3/12/2020
Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.



Commissioner of Finance

3/12/2020
Approval Date

**ADDENDUM ONE TO AGREEMENT BETWEEN
THE CITY OF SARATOGA SPRINGS, NY and
CLARK PATTERSON LEE**

Original agreement dated February 19, 2019
Change Order One dated October 15, 2019

This Addendum One is made between the CITY OF SARATOGA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and CLARK PATTERSON LEE with a place of business at 30 Century Hill Drive, Suite 104, Latham, NY 12110 ("Consultant").

WITNESSETH:

The City and the Consultant entered into an agreement approved by the City Council at their meeting on February 19, 2019, to provide architectural and engineering services at the City Hall Restoration Project for a total sum not to exceed \$663,000.00 and a termination date of February 2020 and Change Order 1 dated October 15, 2019 for a total sum of \$25,000.00, bringing the total authorized Contract sum and authorized amount prior to this Addendum One to \$688,000.00

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

1. To extend the Agreement for a period of four (4) additional months terminating on 6/30/2020; and
2. The Consultant shall provide additional professional services as described in the proposal dated March 3, 2020 for \$41,850.00, a copy of which is hereto attached. The Consultant represents that the company providing this service is qualified to perform the type and scope of work to be done.

Accordingly, this Addendum One brings the Total Authorized Contract Amount to: Seven Hundred Twenty Nine Thousand, Eight Hundred Fifty Dollars (\$729,850.00)

This ADDENDUM ONE is supplemental to the original February 19, 2019 Agreement, and the October 15, 2019 Change Order #1 and is incorporated into and made a part of those documents. All other terms, conditions, and provisions of those documents remain in effect unless specifically modified.

WHEREFORE, the City and the Consultant have executed this ADDENDUM ONE on dates indicated. The parties, having agreed to the terms and the recital set forth here, and in rely thereon, herein sign this Agreement.

CITY

Signature: _____

Date: _____

Print Name: _____

Title: _____

City Council Approval Date: _____

CONSULTANT

Signature: 

Date: 3/12/20

Print Name: John F Hall

Title: Principal

Saratoga Springs City Hall
474 Broadway
Saratoga Springs, NY 12866
Attn: Michael Veitch

December 31st, 2019
Revised March 3, 2020

Mike,

Since the City Hall Renovation project has been in construction, a number of issues have been raised which expanded the scope of work for CPL or have required more extensive review and analysis to resolve. The purpose of this letter is to request addition fees for these efforts as outlined below.

- Redesign of Music Hall do respond to DRC comments. **7500.00**
- Multiple Design Studies of the main Stair Railings to resolve City safety concerns and DRC preferences. **5000.00**
- Ongoing updates for the Courts System to alter security millwork, prisoner handling, and layout. **10,000.00**
- Layout Changes to previously approved plans.
 - Civil Service Offices **1200.00**
 - City Attorney's Office **1200.00**
 - Assessors Offices **1200.00**
 - DPW Offices **5000.00**
 - DPS Permits **1200.00**
 - New 2nd Floor Conference Room **1200.00**
- Fire Alarm work for DPS **2500.00**
- Fire Suppression for DPS Vault **1200.00**
- Addition of Radiator Bases **750.00**
- Ramp supports for construction use **1200.00**
- Attic Stair revisions **1200.00**
- Flooring Changes **1500.00**

Our total request for additional fees outlined above is **41,850.00**

Our proposal for the our additional AE work includes the following team;

- John P Hall Project Principal
- Laurence Carty Architectural Support
- Jim Parlavecchio Specifications
- CPL Engineering MEP Engineering
- Justin Hoin Architectural Support
- Susan Clark Interiors
- Ashley Hallenbeck Interiors

We propose a professional fee of **41,850.00** to be billed monthly in accordance with the progress of the work.



We look forward to completing this work for the City of Saratoga Springs and to continue our collaboration with the City Staff. Your signature below will allow us to begin work in anticipation of a contract in keeping with the existing City Hall Renovation Contract.

Sincerely,

John P Hall

Authorized Signature City of Saratoga Springs

Date



CHANGE ORDER

City of Saratoga Springs

No. 1

DATE OF ISSUANCE: 10/08/19

EFFECTIVE DATE: _____

OWNER: City of Saratoga Springs
 Vendor/Architect: CPL
 Contact: John P Hall
 Project: City Hall renovations
 OWNER'S Contract No.: _____ ENGINEER'S Contract No.: 13732.06
 Architect: CPL

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

Description:

Change Order #1 includes; Provide Design Services for DPS Suite at Basement Level

Reason for Change Order:

Design Services Additional Scope

Attachments: (List documents supporting change)

CPL DPS Proposal 4/8/19

CHANGE IN CONTRACT PRICE:	
Original Contract Price:	\$ <u>663,000.00</u>
Net Increase (Decrease) From Previous Change Orders:	No. _____ To _____ \$ <u>0.00</u>
Contract Price Prior To This Change Order:	\$ <u>663,000.00</u>
Net Increase (Decrease) Of This Change Order:	\$ <u>25,000.00</u>
Contract Price With All Approved Change Orders:	\$ <u>688,000.00</u>

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

RECOMMENDED:

By: NA
ENGINEER (Authorized Signature)

Date: NA

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

Date: 10/16/19

ACCEPTED:

By: [Signature]
Architect Engineer (Authorized Signature)

Date: 10/8/2019

EJCDC 1910-8-B (1996 Edition)

PER COUNCIL APPROVAL

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



ARCHITECTURAL
AND ENGINEERING
DESIGN
SERVICES
CPL ENGINEERING

Saratoga Springs City Hall
474 Broadway
Saratoga Springs, NY 12866

Attn: Michael Veitch

On Friday April 5 we met with Deb LaBrecche and John Catone to discuss the renovations for the DPS Interviewing suite on the Basement Level of City Hall. It is our understanding that CPL will provide A/E services for these renovations separate from the ongoing project on the upper floors of City Hall. The following issues were discussed at that meeting;

- Radiators are to be removed and replaced by a new HVAC system for the space.
- SSCH will contract with local electrician to remove abandoned wiring.
- John Catone presented a proposed concept layout for 2 Interview rooms
 - Rooms should be acoustically isolated
- New wiring and existing to remain should be organized in wire chase.
- Spaces will have new acoustical Ceiling and lighting
- Perimeter Windows should be obscured with film
- Perimeter walls should be stripped of drywall/paneling to substrate.
- Masonry Substrate to be patched and pointed to restore integrity.
- Vault should be painted, No other work.
- Wall of adjacent Boiler room to be insulated.
- Steam supply main running over space should be insulated.
- Internal foundation drain to be installed to relieve groundwater effect on Masonry.
- Space has been abated by Alpine
- Existing area is approximately 1000 s.f.

Our proposal for the A/E design work is as follows

Provide Architectural and Engineering Design Services for the DPS Interview Suite as defined above. Work will include a combined Schematic and Design Phase as well as Contract Documents, Bidding Services and Contract Administration during construction. We are prepared to start this work next week and will begin with a plan interpretation of John Catone's concept for review.

Our Team will include;

- | | |
|---------------------|-----------------------|
| • John P Hall | Project Principal |
| • Justin Hoin | Architectural Support |
| • CPL Engineering | MEP Engineering |
| • Ashley Hallenbeck | Interior Design |



We propose a professional fee of 25,000 to be billed monthly in accordance with the progress of the work and the Phase Breakdown as follows;

- Design 40%
- Contract Documents 35%
- Bidding Procedures 5%
- Contract Administration 20%

We look forward to completing this work for the City of Saratoga Springs and to continue our collaboration with the City Staff. Your signature below will allow us to begin work in anticipation of a contract in keeping with the existing City Hall Renovation Contract.
Sincerely,

John P Hall

Authorized Signature City of Saratoga Springs

Date



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: Saratoga Springs' City Hall Restoration and Renovations
City Department: Public Works Department Contact Person: Michael Veitch City Ext. 2556
Company Name: Clark Patterson Lee
Company Address: 30 Century Hill Drive, Suite 104, Latham, NY 12110
Company Telephone No.: 518.463.4107 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: John Hall Title: Principal
Primary Contact Email: jhall@cplteam.com
Service to be Provided: architectural and engineering services
Remit Name (If different from above): _____
Remit Address: 205 St. Paul Street, Suite 500, Rochester, NY 14604

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for architectural and engineering professional services for the Saratoga Springs City Hall Restoration and Renovations, the Vendor and/or Service Provider submitted proposals dated _____ (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by _____ Fourth Quarter 2019 (project), February 2020 (construction closeout). 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/RFPQ/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 \$663,000.00, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Department of Public Works Business Manager is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is John P Hall. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

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

 To Vendor and/or Service Provider: John P Hall, Clark Patterson Lee, 30 Century Hill Drive, Suite 104, Latham, NY 12110
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

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

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

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

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

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its

services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

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

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

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

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes

of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

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

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

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

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

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

Vendor and/or Service Provider Signature: [Signature] Date: 2/19/19

Print Name: John P. Hall Title: City Principal

City of Saratoga Springs' Signature: [Signature] Date: 2/20/19

Print Name: Meg Kelly Title: Mayor City Council Approval Date: 2/19/2019



CPLARCH-01

AKEEFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2020

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

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

PRODUCER Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME: PHONE (A/C, No, Ext): (585) 473-8000		FAX (A/C, No): (585) 340-1714
	E-MAIL ADDRESS: reception@paris-kirwan.com		
INSURED CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. DBA CPL 205 St. Paul Street, Suite 500 Rochester, NY 14604-1187	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Company of CT		25682
	INSURER B: Phoenix Insurance Company		25623
	INSURER C: Travelers Indemnity Company		25658
	INSURER D: Travelers Indemnity Co. of America		25666
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		6800J64320A	4/22/2019	4/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA0557M158	4/22/2019	4/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP4E958611	4/22/2019	4/22/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Follows Form
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB3K072133	4/22/2019	4/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			6800J64320A	4/22/2019	4/22/2020	Rented Equipment 133,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder, its officers, or its employees, if any are named as additional insureds on a primary and non-contributory basis on the General Liability, Auto and Umbrella policies, only if required in a written contract.

Re: City Designated Engineer.

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CPLAR-1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 01/16/2020

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

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PRODUCER 781-245-5400 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Mary-Beth Rumble	CONTACT NAME: PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS: smiller@poole-ny.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: XL Specialty Insurance Company	
NAIC # 37885	
INSURED CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. d/b/a CPL 205 St Paul Street Rochester, NY 14604	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability Pollution Liability		X	DPR9934392 DEDUCTIBLE \$200,000	12/15/2018	04/22/2020	PER CLAIM 5,000,000 AGGREGATE 5,000,000

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

Includes 30-day notice of cancellation & waiver of subrogation.
 City Designated Engineer

CERTIFICATE HOLDER

CANCELLATION

SARAT-5 City of Saratoga Springs Commissioner of Public Works City Hall, 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Request for Certification of Sufficient Funds

Submittal Date: 3/12/2020

The Department of Public Works requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

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

Vendor: Clark Patterson Lee

Project: City Hall Building Renovations
Addendum 1

Appropriation - Current Budget Expense Org/Object/Proj(s): H3031492

52000

1141

Amount Requested for Approval

\$41,850.00 ✓

Current Amount Available:

\$124,573.85 ✓

Transfer/Amendment Pending:

Transfer/Amendment Date _____


Department Head Signature

3/12/2020

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.


Commissioner of Finance

3/12/2020
Approval Date



*Educate.
Advocate.
Act.*

Sustainable Saratoga
PO Box 454
Saratoga Springs, NY 12866
info@sustainablesaratoga.org
www.sustainablesaratoga.org

To: Skip Scirocco, Commissioner of Public Works
Cc: Mayor Kelly, Commissioners Franck, Madigan, and Dalton & deputies
From: Tom Denny, Chair, Sustainable Saratoga's Urban Forestry Project
Date: February 26, 2020
Re: 2020 gift of trees from Sustainable Saratoga to the City

This letter is essentially identical to the ones I sent you in 2015 (gift approved at the June 2, 2015 City Council meeting), in 2016 (gift approved April 19, 2016), in 2017 (gift approved April 18, 2017), and in 2019 (gift approved March 5, 2019). We did not gift trees to the city in 2018.

Sustainable Saratoga again has funding that we would like to use to plant trees in the city. Some, but not all, of our trees will go on city property. We will also fund some plantings on private or institutional properties. We would again like to have the option to plant these trees on different dates during the year, although plantings will be concentrated on April 25 for Tree Toga.

We request that you place our tree donation on your agenda at the next City Council meeting and ask the Council to approve accepting our gift of trees.

The 2013 Urban Forest Master Plan (UFMP) acknowledged that the city did not have the resources to plant all the trees that the city would want to plant. The Plan estimated that the City lost roughly 500 trees per year and was only replacing about 100. To fill this gap, the Plan recommended that the city seek additional private resources. Donations from Sustainable Saratoga to the city are specifically called for in the UFMP Action Strategy 4, especially point G (the relevant text is on pp. 31-32. Those pages also contain two sidebar discussions of how to accomplish more for the urban forest without increasing City budget: "Public-Private Partnerships" and "Good tree policy does not always require City budget outlays").

It is difficult at the moment to estimate exactly how many trees or the dollar amount that we will donate during 2020. The value of our total gift in 2020 may be up to \$3500 which would pay the purchase cost of more than 30 trees. We would ask that City Council follow the procedure it used in past years, which was to adopt a single resolution for the year, one that had flexibility about the exact size of our 2019 gift. "Up to \$3,500" would be fine, I think.

We expect that Sustainable Saratoga's tree donations will be an ongoing program for years to come. We plan to use volunteers to plant these trees. We would hope to follow the same routine procedure from past donations and plantings, involving these steps: (1) the City formally accepting our annual gift; (2) securing DPW approval of planting locations, (3) agreement about planting dates, and (4) following the City's requirements about insurance and liability if volunteers are to be used. We feel that the procedures we have used for the last few Tree Toga volunteer planting days have worked well and hope they can continue to form the basis for our future plantings.

Thanks as always for your support for our efforts. Please let me know of any questions.

Best,

Tom



**ADDENDUM ONE TO AGREEMENT BETWEEN
THE CITY OF SARATOGA SPRINGS, NY and
SCHNABEL ENGINEERING OF NEW YORK**

Original agreement dated June 19, 2018

This Addendum One is made between the CITY OF SARATOGA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and SCHNABEL ENGINEERING OF NEW YORK with a place of business at 28 Corporate Drive, Suite 104, Clifton Park, NY 12065 ("Consultant").

WITNESSETH:

The City and the Consultant entered into an agreement approved by the City Council at their meeting on June 19, 2018, to provide Professional Engineering Design & Permitting Services for the Loughberry Lake Dam Spillway Project for a total sum not to exceed \$789,970.00 and a termination date of December 31, 2020.

For this Addendum One, the City and the Consultant agree the Consultant shall provide additional professional services as described in the proposal dated January 13, 2020 for \$31,390.00, a copy of which is hereto attached. The Consultant represents that the company providing this service is qualified to perform the type and scope of work to be done.

Accordingly, this Addendum One brings the Total Authorized Contract Amount to: Eight Hundred Twenty One Thousand Three Hundred Sixty Dollars (\$821,360.00)

This Addendum One is supplemental to the original June 19, 2018 Agreement, and is incorporated into and made a part of those documents. All other terms, conditions, and provisions of those documents remain in effect unless specifically modified.

WHEREFORE, the City and the Consultant have executed this ADDENDUM ONE on the dates indicated. The parties, having agreed to the terms and the recital set forth here, and in rely thereon, herein sign this Agreement.

CITY

Signature: _____

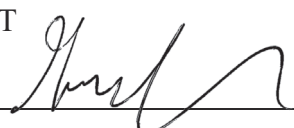
Date: _____

Print Name: _____

Title: _____

City Council Approval Date: _____

CONSULTANT

Signature: _____


Date: March 13, 2010

Print Name: Gregory Daviero, PhD, PE

Title: Senior Vice President

September 17, 2019 (Revised January 13, 2020)

Michael Veitch
Business Manager
City of Saratoga Springs
474 Broadway, Room 10
Saratoga Springs, NY 12866

Subject: Loughberry Lake Dam Rehabilitation, Change Order No. 1 for Additional Design, Permitting, and Grant Assistance Services, City of Saratoga Springs, New York (Schnabel Reference 16P25007.00)

Dear Mr. Veitch:

SCHNABEL ENGINEERING OF NEW YORK (Schnabel) is pleased to present this Change Order proposal to the City of Saratoga Springs (City) to modify City Project No. 2018-27 executed by the City on July 7, 2018 for the Loughberry Lake Dam Rehabilitation Project. This Change Order No. 1 scope of work includes additional Design and Permitting Phase Services to incorporate a design of supplemental Raw Water Intake Piping into the existing Loughberry Lake Dam Rehabilitation Project. Change Order No. 1 also includes a task for grant assistance related to the new raw water piping. We are providing this proposal based on the City's request from our meeting held September 9, 2019 as well as email correspondence from Michael Veitch on December 17, 2019 requesting the addition of Grant Assistance.

BACKGROUND

A meeting was held on September 9, 2019, between representatives of the City, Schnabel, and CPL Architecture, Engineering and Planning (CPL). The purpose of the meeting was to discuss routing new intake piping through the arch culvert that currently exists beneath Route 50 and is being rehabilitated as part of the dam rehabilitation project. Incorporating raw water intake pipes within the rehabilitated arch conduit would provide redundancy in the intake piping but with a lower capacity than the existing raw water intake pipe. Redundant piping could also be used in emergency situations to draw water from the lake if there was a malfunction in the existing intake piping or valves, and could also be used temporarily to inspect or perform maintenance on the existing intake piping. Once the arch conduit is rehabilitated (slip lined) and grouted as part of the dam rehabilitation project, the opportunity to incorporate a raw water pipe within the conduit will no longer exist.

Another advantage of adding water supply piping to the dam rehabilitation project is that it would allow this portion of the dam rehabilitation project and the associated arch conduit repairs to be eligible for federal funding. For example, project grant funding could be available through the Water Infrastructure Improvement Act (WIIA) and low interest loans could be obtained through the New York Drinking Water State Revolving Fund (DWSRF) as administered by the Environmental Facilities Corporation (EFC) and

the New York State Department of Health (NYS DOH). Dam projects are expressly excluded from these funding sources but water supply projects are eligible.

The scope of services proposed herein includes additional engineering design and permitting services to incorporate raw water intake piping into the design of the existing Loughberry Lake Dam Rehabilitation project. The scope of services also includes assistance to the City with grant applications that would now be possible because of the included water line work. These additional design and permitting services would be considered a change to the original contract (City Project No. 2018-27) in the form of Change Order No. 1.

OBJECTIVES AND SCOPE OF SERVICES

The objective of this scope of work is to include the design of Raw Water Intake Piping into the contract documents for the rehabilitation of Loughberry Lake Dam and to assist the city with grant applications that would now be possible because of the included water line work.

The proposed scope of work associated with this change order will be incorporated into the Loughberry Lake Dam Rehabilitation design during the following established tasks (Tasks 4, 5, and 6) from the original contract and the Grant Assistance will be incorporated under a new Task 8:

- Task 4 – 90% Design Plans and Technical Specifications
- Task 5 – Final (100%) Design and Contract Documents
- Task 6 – Permitting
- Task 8 – Grant Assistance

Task 4 – 90% Design Plans and Technical Specifications – Inclusion of Raw Water Intake Piping

Under this Task, Schnabel will incorporate the Raw Water Intake Piping design into the 90% level design of the Loughberry Lake Dam Rehabilitation.

Major design elements for Task 4 include:

- Design of Raw Water Intake Pipe alignment and configuration that could be incorporated into the design of repairs to the existing arch culvert without compromising the integrity or capacity of the structure.
- Evaluation of hydraulic capacity of Raw Water Intake Pipe options.
- Design of intake valves at the upstream end of the Raw Water Intake Pipes for use in drawing water from the reservoir.
- Preparation of pipe and valve specifications as part of the 90% Loughberry Lake Dam Rehabilitation contract documents.
- Preparation of contract drawings for the Raw Water Intake Piping with pipe alignment plans, details, and notes to be incorporated into the 90% Loughberry Lake Dam Rehabilitation contract documents.
- Updates to the existing Loughberry Lake Dam drawing set will also be required to incorporate new details and notes from the Raw Water Intake Piping components.
- Updating the opinion of probable construction costs (OPCC) to include new project elements.

- Development of a section in the Engineering Design Report associated with the design of the Raw Water Intake Pipes.
- Incorporation of measurement and payment line items in the specifications that support the potential use of project-specific grant funding administered through the DWSRF, EFC, and NYS DOH.

The 90% design submittal for the Loughberry Lake Dam with the new Raw Water Intake Piping components will serve as the new design basis for the combined permit application process in Task 6.

Task 5 – Final (100%) Design and Contract Documents – Inclusion of Raw Water Intake Piping

For Task 5, Schnabel will prepare and submit the Final (100%) level of completion Design Plans and Specifications sufficient for bidding of the Raw Water Intake Piping as part of the 100% design package for the overall Loughberry Lake Dam Rehabilitation project. The scope includes additional engineering efforts required to develop the final drawings, specifications, Engineering Design Report sections, and new elements influencing our final OPCC.

Task 6 – Permitting – Inclusion of Raw Water Intake Piping

With the addition of the Raw Water Intake Piping as part of the Loughberry Lake Dam Rehabilitation project, additional efforts will be required to coordinate with the NYS DOH.

Task 8 – Grant Assistance

The City has requested that Schnabel provide a proposed cost to assist the City with grant applications that would now be possible because of the included water line work. Providing a definitive cost for grant assistance at this time is not feasible due to the unknowns of the funding opportunities that will be available. For example, with the addition of the water line work the City could now be eligible to access low interest loans via the Drinking Water State Revolving Fund (DWSRF) for the fundable water supply portions of the work. The City could also be eligible to receive some grant funding through a 2020 program (and subsequent years) similar to what was just released for the 2019 Water Infrastructure Improvement Act (WIIA). These are two different items/opportunities that would require a different level of effort from us. Also, unrelated to the water line work, there is going to be Federal Emergency Management Agency (FEMA) money made available to High Hazard Dam Owners through New York State Department of Environmental Conservation (NYS DEC), whose application process should be known in the second quarter of 2020.

As a point of clarification, the DWSRF and WIIA monies would likely be limited to only a portion of the project costs (those related to the waterline work) and likely on the order of \$500K (Our 60% Design suggests a total construction cost of about \$6.1M). It is our understanding that the possibilities for the FEMA funding values in the near term are similarly low relative to the overall anticipated project cost but this could change with approval of more federal funding.

We have provided a preliminary budget for the Task 8 - Grant Assistance work which will be billed on a time and materials basis to assist you in whatever grants are appropriate at the time of application. This preliminary budget is not intended to be a definitive lump sum task cost due to the unknowns of the

funding opportunities that will be available. No grant assistance activities will be initiated without separate email authorization from the City.

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. This work does not currently include:

- Cultural resource and threatened and endangered species investigation and documentation beyond that described under Task 10 of the original contract.
- Permit application fees. We have assumed that City will cover costs for permitting fees.
- Assistance with Applications for WIIA and/or DWSRF Grants.
- Updates to the Emergency Action Plan or Operations and Maintenance Manual.
- Bid Phase Services.
- Construction Phase Services.

A scope of work will be submitted to the City under separate cover for the future Bid and Construction Phase services.

SCHEDULE

We are prepared to initiate this work immediately upon receipt of this executed proposal.

FEES

The lump sum fee for Tasks 4, 5, and 6 of this Change Order 1 is \$26,390. The Time and Material Preliminary budget for Task 8 of this Change Order is \$5,000. These fees result in a total project fee to date of \$821,360. A task-by-task breakdown of these fees is provided in the following table. Services will be billed monthly as progress is made toward completion of the lump sum milestone tasks.

City of Saratoga Springs
Loughberry Lake Dam Rehabilitation – Change Order No. 1

Task No.	Task Name	Original Contract Fee	Change Order No. 1 Fee	Total Task Fee
1	Design Phase Exploration and Testing	\$198,741	-	\$198,741
2	Preliminary Design Phase	\$112,988	-	\$112,988
3	60% Design Plans and Technical Specifications	\$158,114	-	\$158,114
4	90% Design Plans and Technical Specifications	\$162,601	\$18,770	\$181,371
5	Final (100%) Design and Contract Documents	\$69,340	\$5,880	\$75,220
6	Permitting	\$70,503	\$1,740	\$72,243
7	Project Management, Risk Register, and Stakeholder Coordination	\$17,683	-	\$17,683
8	Grant Assistance	-	\$5,000	\$5,000
TOTAL LUMP SUMP FEE		\$789,970	\$31,390	\$821,360

Note that the Change Order task fee is only representative of the additional efforts related to the 90% and final designs as well as permitting of the project elements necessary for incorporation of the Raw Water Intake Piping. The 90% and final (100%) Design and Contract Documents and permitting fees included in the original contract (Purchase Order 00180520-00) remain in effect for the Loughberry Lake Dam Rehabilitation project.

AUTHORIZATION

Thank you for the opportunity to submit this proposal. Your acceptance of this proposal can be facilitated by signing and returning a copy of this letter that, with our referenced July 9, 2018, contract (City Project No. 2018-27), will form our agreement for these services. Please do not hesitate to contact me at 518-348-8580, or via email at gdaviero@schnabel-eng.com, should you have any questions or need additional information.

Sincerely,

SCHNABEL ENGINEERING OF NEW YORK



Gregory J. Daviero, PhD, PE
Principal

City of Saratoga Springs
Loughberry Lake Dam Rehabilitation – Change Order No. 1

VAW:GJD:scc

The terms and conditions of proposal, including the Standard Terms and Conditions as referenced in our July 9, 2018, contract (City Project No. 2018-27), are:

ACCEPTED BY: _____ **CITY OF SARATOGA SPRINGS**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____



City of Saratoga Springs, NY Contract

City Project Number: 2018-27 City Project Name: Loughberry Lake Dam Spillway Project Design & Permitting
City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
Company Name: Schnabel Engineering of New York
Company Address: 28 Corporate Drive, Suite 104, Clifton Park, NY 12065
Company Telephone No.: 518-348-8575 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Greg Daviero, Ph.D, PE Title: Principal
Primary Contact Email: gdaviero@schnabel-eng.com
Service to be Provided: Professional Engineering Design & Permitting Services
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for Proposals for the Loughberry Lake Dam Project Professional Services, the Vendor and/or Service Provider submitted a proposal dated June 12, 2018 (the "Proposal/Statement of Work"), which is attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontracts the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by December 31, 2020. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this Agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted, not to exceed Seven Hundred Eight Nine Thousand Nine Hundred Seventy Dollars (\$789,970), a copy of which is annexed hereto as Exhibit A and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Commissioner of Public Works is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Gregory Daviero, Ph.D, PE. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Commissioner of Public Works, City 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: Schnabel Engineering of New York, 28 Corporate Drive, Suite 104, Clifton Park, NY 12065
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 resulting 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 Vendor and/or Service Provider 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. The City acknowledges that such written reports, opinions and advice are not intended or represented to be suitable for reuse by the City or others on extensions of the project, on any other project, or for any other use or purpose, without written verification or adaptation 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 Contractor 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 contractor 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:

- C. For projects whose total value is between \$500,000 and \$1,000,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this Agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of **professional services**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this Agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis on all policies except for Professional Liability and Workers Compensation 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 (except for Professional Liability and Workers Compensation) 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, reimbursement of reasonable 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 and is 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 its Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, damage, loss or expense 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 caused by the negligent acts, errors or omissions by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

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

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

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

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

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

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

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

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

Vendor and/or Service Provider Signature:  Date: 06/20/2018

Print Name: Michael C. Canino Title: Senior Vice President

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____

Loughberry Lake Dam Project Professional Services

June 12, 2018 / RFP# 2018-27





June 12, 2018

Ms. Stefanie Richards
City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866

Subject: RFP#: 2018-27 – Loughberry Lake Dam Project Professional Services

Dear Ms. Richards:

Schnabel Engineering of New York is pleased to submit our proposal for Professional Services for the Loughberry Lake Dam Project. We are a firm specializing in dam engineering and are consistently setting the standard for the industry. This project will be lead from our nearby Clifton Park office where six of our key staff members reside.

We appreciate the opportunity to be of service for this project and look forward to continuing our work with Saratoga Springs.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gregory Daviero', is written over a light blue horizontal line.

Gregory Daviero, PhD, PE
Project Manager

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- 1. FIRM OVERVIEW
- 2. DAM EVALUATION AND REHABILITATION PROJECTS
- 3. PROJECT TEAM
- 4. PROJECT APPROACH AND COST PROPOSAL
- 5. FORMS

1. Firm Overview

FIRM OVERVIEW

Schnabel Engineering is an energetic and dynamic, 62-year old, 100% employee-owned company offering specialized services in dam and levee engineering, water resources, geotechnical engineering, and tunnel engineering, from 19 locations throughout the United States. For nearly 25 years, Schnabel has been recognized as a premier dam and reservoir engineering firm and now delivers more than \$20 million in dam and water resources engineering services annually from five offices: Clifton Park, NY; Alpharetta, GA; Greensboro, NC; Seattle, WA; and West Chester, PA.

Dam engineering clients include federal, state, and local governments; power utilities; water suppliers; lake associations; and other consulting engineers. With experience in engineering assessment, analysis, design, and construction support services on over 2,000 dam and water resources projects through the United States, dam engineering comprises 35% percent of Schnabel's total business, illustrating our strong commitment to this service area.

Schnabel Staff

We have a staff of nearly 100 dam engineers who work exclusively on dam and reservoir projects. Our staff is experienced in all disciplines relevant to dams from concept through construction, including hydrology and hydraulics, civil engineering, engineering geology, geotechnical engineering, structural analysis and design, permitting, bidding and procurement, and construction engineering. We advocate an interdisciplinary approach that prepares our engineers, geologists, and scientists to "see the big picture," provide services for dam projects based on the complementary actions of a system of project elements, and do so with our client's best interests as our primary commitment. We combine the depth of resources, experience, and expertise of a large firm with the responsiveness of a small firm.



SUBCONSULTANTS

To complement our staff we have added the following specialty subconsultants, with whom we have previously worked, to address specific project needs.

Parratt-Wolff is an employee-owned, full-service environmental and geotechnical drilling firm. From developing job scopes to completing the necessary field work, they are a well-known, highly respected provider of specialty contract drilling services. With three offices, 55 employees and over 40 major pieces of field equipment, they offer a range of technical investigation services from Maine to Florida and as far west as Michigan. Committed to quality, all geotechnical drilling is performed under strict compliance with ASTM Standards. Parratt-Wolff will provide drilling services for the subsurface investigation.

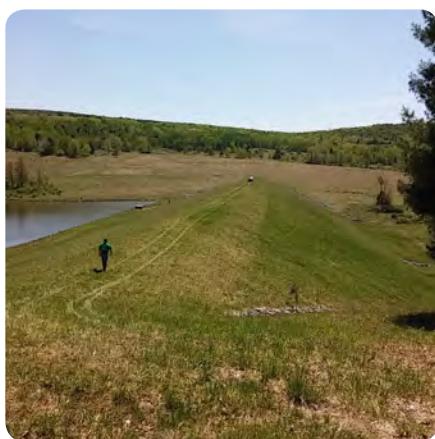
Schnabel has a long history working with Parratt-Wolff on dam projects and relied on their services since 2005. Recent projects with Parratt-Wolff include Rensselaer Lake Dam in Albany, New York, Feura Bush Sludge Lagoon, Round Valley Reservoir in Clinton, New Jersey, and Earp Lake Dam in Clayton, North Dakota.

H2H Associates (H2H) offers geologic, environmental, and mapping services to clients in the public and private sectors. Their team consists of terrestrial and hydrographic mapping professionals, engineers, construction managers, project managers, geologists, hydrogeologists, scientists, environmental professionals and technicians who conduct services throughout the United States. H2H delivers experience, expertise and cost-effective services to public and private sector clients including the NYS Dormitory Authority, NYS Canal Corporation, City of Troy, and countless private organizations. H2H will perform the bathymetric survey on Loughberry Lake.

Schnabel is currently working with H2H on the Conklingville spillway rehabilitation project who are bathymetric and surface mapping services.

McLaren Engineering Group has a 40-year history of providing engineering services for highway and railroad bridges, pedestrian bridges, overpass structures, culverts, retaining walls, and appurtenant structures. With over 200 employees, staff includes skilled civil, geotechnical, structural, marine, and mechanical engineers, licensed underwater inspectors, and construction management specialists. Their professional staff provides expertise in all areas of bridge analysis and design, highway design, rail operations, and construction inspection. Whether the project involves long span river crossings, highway overpasses, railroad bridges, secondary road structures or bridge rehabilitation programs, McLaren can provide the NYSDOT technical and management expertise gained from several NYSDOT projects.

2. Dam Evaluation and Rehabilitation Projects



In the following pages, Schnabel demonstrates our experience with 10 examples of dam evaluation and rehabilitation design projects within the last five years. Each project description includes client and owner contact information, and we have identified key team members who served on this project.

In addition to the required 10 projects, we have included five projects demonstrating our capability and experience required to perform 2D HEC-RAS and 3D FLOW modeling for dams and hydraulic structures.

LOUGHBERRY LAKE DAM

Saratoga Springs, NY

SERVICES

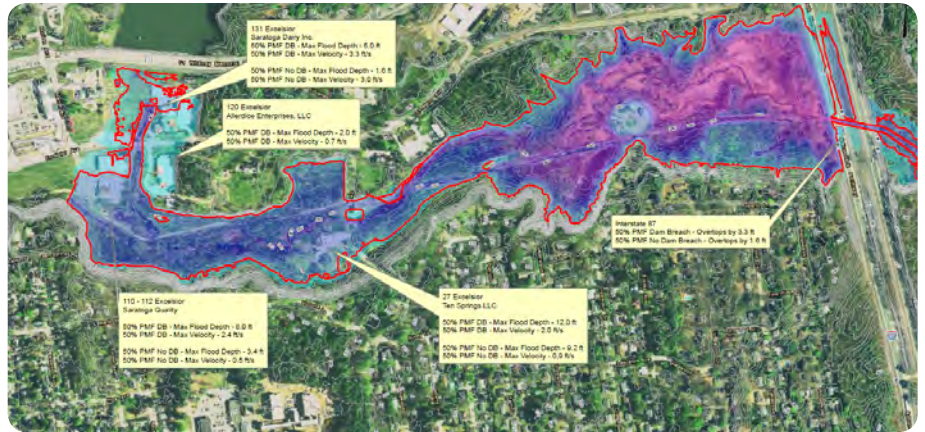
Emergency Action Plan
Engineering Assessment
Hazard Class Assessment
H&H Modeling
Inspection and Maintenance Plan
Seepage and Stability Analyses
Spillway Capacity Assessment
2D Hydraulic Modeling

OWNER/CONTACT

City of Saratoga Springs
Timothy Wales, PE
518-587-3550

KEY PERSONNEL

Gregory Daviero
Kevin Ruswick
Brian Toombs



Loughberry Lake Dam impounds the principal water supply source for Saratoga Springs. It is located within the city limits and is accessed from New York State Route 50, which forms the dam crest. The dam and its appurtenant facilities comprise a 40-foot-high earthen embankment, concrete spillway, 48-inch CMP auxiliary spillway, gated low-level outlet through the principal spillway, and an outlet works tower with water supply gates.

Schnabel provided engineering services to bring the dam into compliance with the current New York State Department of Environmental Conservation (NYSDEC) dam safety regulations and New York Codes, Rules and Regulations (NYCRR) Part 673 Dam Regulations.

Services included:

- **Hazard Class Assessment**
Analysis of the hazard classification based on potential impacts to downstream areas from a dam breach. We also evaluated the ability of the dam to pass the regulated spillway design flow. Results from 2D hydraulic modeling and inundation mapping of dam breach flows were in accordance with NYSDEC Publication DOW TOGS 3.15 – Guidance for Dam Hazard Classification.
- **Engineering Assessment**
Comprehensive EA consistent with NYSDEC Publication DOW TOGS 3.1.4 – Guidance for Dam Engineering Assessment Reports. The EA required dam inspection; hazard class assessment; engineering evaluations for the

watershed hydrology, spillway hydraulics, and embankment stability; and conceptual remedial measures to address identified deficiencies. We also recommended improvements for upstream slope stability and spillway capacity.

- **Emergency Action Plan**
New EAP using inundation mapping developed from 2D hydraulic modeling. Updated notification flowcharts, preparations and responsibilities were included.
- **Inspection and Maintenance Plan**
The IM Plan assists Department of Public Works staff with maintaining dam safety through identification and documentation of ongoing activities.

WILMINGTON DAM

Wilmington, NY

SERVICES

Alternatives Analysis
Cost Estimating
Detailed Rehabilitation Design
Engineering Assessment
Gravity Stability Analysis
Hydrology and Hydraulics
Surveying and Site Explorations

OWNER/CONTACT

Town of Wilmington
Randy Preston
518-946-7179

KEY PERSONNEL

Gregory Daviero
John Harrison
Sharon Krock
Kevin Ruswick
Michael Taylor
Brian Toombs
Keith Toombs



Constructed in 1937 to provide water for local mill works, Wilmington Dam is a run-of-river, concrete gravity structure spanning the West Branch of the Ausable River. Located in New York State's Adirondack Park, it impounds Lake Everest, which provides residents and tourists with scenic views of nearby Whiteface Mountain and a variety of recreational activities.

In 2016, the town of Wilmington retained Schnabel to perform a variety of services for improvement of the dam including:

- **Engineering Assessment**

Schnabel completed the dam's EA in accordance with NYS TOGS 3.1.4 – Guidance for Dam Engineering Assessment Reports during which we evaluated the dam's hydraulic performance against regulatory criteria and performed a visual and analytical assessment of its structure for design loading

conditions. From our findings we developed recommendations and a rehabilitation concept which was approved and permitted by the NYSDEC Dam Safety Section and the Adirondack Park Agency.

- **Wall Replacement Design**

As part of the regulatory record and as confirmed by our dam safety inspection and EA, the right training wall was severely deteriorated due to freeze-thaw conditions and probable aggregate reactivity to a point where rehabilitation was not feasible. To accommodate site constraints and reduce project costs, our detailed design left the existing wall in place and constructed a new independent wall on the river side of it.

- **Low-Level Drain Improvements**

Previous work by others on the left abutment and low-level drain structure resulted in reduced

drawdown capacity, negatively impacting the town's ability to do dam maintenance. As part of the EA and preliminary design, Schnabel analyzed the hydraulic behavior of alternatives for multiple gate configurations and developed a design to replace the existing gate with a larger one in the same location. The design incorporated enlargement of the low-level outlet conduit to carry increased flows and reinforcement of the low-level structure.

- **Construction Contract**

Detailed design and construction plans and specifications were completed for the wall replacement and low level outlet improvements. Permitted activities through the NYSDEC, USACE, and Adirondack Park Agency are ongoing with a planned spring 2018 construction bid and award.

ALBANY DAM AND WATER SUPPLY PROJECTS

Albany County, NY

SERVICES

Design and Construction
Administration
Embankment Stability Analysis
Emergency Action Plan
Engineering Assessment
Hazard Class Assessment
Hydrologic and Hydraulic Modeling
Outlet Works Evaluation
Spillway Capacity Assessment
2D Hydraulic Modeling

OWNER/CONTACT

City of Albany
William Simcoe
518-434-5300

KEY PERSONNEL

Gregory Daviero
John Harrison
Elizabeth Isenstein
Sharon Krock
Scott Raschke
Kevin Ruswick
Michael Taylor
Brian Toombs
Keith Toombs



The Albany Water Board and the city own and operate five water supply dams. Schnabel was initially retained in 2015 to perform various evaluations, design, and state regulatory compliance tasks which are ongoing. Our contract was renewed in 2018. Projects already completed and approved by NYSDEC Dam Safety are:

- **Alcove Dam:** Nearly a half-mile long, the earthen embankment with concrete ogee spillway rises 80 feet above Albany's primary water supply reservoir. Our project scope included dam safety inspection, hazard class assessment, geotechnical exploration with instrumentation, and design of electronic gates and refurbished low-level outlet. Detailed design, bid, and construction services have been provided for this facility.
- **Basic Creek Dam:** This high hazard earthen embankment dam with a concrete uncontrolled ogee spillway spans 900 feet and rises 21 feet above a supplementary water supply reservoir. Our EA incorporated a dam safety inspection, compliance recommendations, and a hazard class assessment. Geotechnical exploration encompassed the embankment, spillway, and bedrock spillway foundation. Schnabel is currently developing alternative design concepts to achieve regulatory compliance.
- **Rensselaer Lake Dam:** For this 350-foot-long, 30-foot-tall earthen embankment impounding an emergency water supply, we have provided emergency assistance with a sinkhole, an EA with dam safety recommendations, and design of the compliant rehabilitation project. Schnabel also completed the comprehensive EA and is currently developing detailed design drawings, specifications and contract documents for the rehabilitation of the dam.
- **Loudonville Reservoir Dam:** The high hazard structure, which serves as a flow balancing reservoir for the water supply system, required an engineering assessment; dam safety inspection; hydrologic and dam breach hydraulic modeling; inundation mapping; hazard class assessment; embankment stability analysis; and spillway capacity and low-level outlet evaluation.
- **Tivoli Dam:** Our hazard class assessment successfully reclassified the dam from intermediate hazard to low hazard. We used HEC-RAS two-dimensional hydraulic modeling to model the Patroon Creek and map the inundated areas.



KINGSTON DAM AND WATER SUPPLY PROJECTS

Woodstock, NY

SERVICES

Alternatives Analysis
Design and Construction
Administration
3D Computational Fluid Dynamics
Emergency Action Plan
Engineering Assessment
Hazard Class Assessment
2D Hydraulic Modeling
Outlet Works Investigations
Risk Management
Seepage and Stability Analyses
Spillway Capacity Assessment

OWNER/CONTACT

Kingston Water Department
Judith Hansen
845-331-0175

KEY PERSONNEL

Gregory Daviero
Brian Crookston
John Harrison
Sharon Krock
Gregory Paxson
Scott Raschke
Kevin Ruswick
Michael Taylor
Brian Toombs
Keith Toombs



The City of Kingston and the Kingston Water Department own and operate four water supply dams that comprise their source water system. Schnabel has been retained to perform various dam and water supply evaluation, design and compliance activities.

- **Cooper Lake Dam & West Dike**
Schnabel is currently designing improvements for an earthen embankment dam with a length of 460 feet and a height of 45 feet which serves as their primary water supply source. The project will meet New York State regulatory requirements for achieving spillway capacity, stability requirements and outlet works and includes a new intake tower and valvehouse for raw water transmission and low level outlet piping. The design also considers long term water supply planning elements including dam raising of the main dam and for future additional water supply storage.
- **Binnewater Reservoir Dam**
Schnabel performed the EA including a hazard class assessment, development of an emergency action plan, and recommendations for corrective measures to address identified deficiencies. The reservoir is an uncovered finished water storage supply which provides system pressure and flow balancing for the water supply system. The dam impounds 12MG at normal

pool elevation. Alternatives for achieving dam safety regulatory compliance include a new emergency spillway to achieve spillway capacity and flattening of the downstream slope of the main dam to meet required factors of safety.

- **Mink Hollow Raw Water Intake Structure Modifications**
Schnabel performed evaluations, design, and construction oversight for additional improvements to the recently reconstructed intake structure. This is the primary source of flow to Cooper Lake. Two additional intake gates, one 5-foot x 3-foot and one 2.5-foot x 3-foot, and a catwalk were added to provide additional intake capacity and improve ease of maintenance. These improvements were identified as part of a comprehensive water supply safe yield evaluation and using computational fluid dynamics to refine design alternatives.

All projects have been approved by the NYSDEC Dam Safety Section.



**CHEMUNG COUNTY NRCS
FLOOD CONTROL**
Chemung County, NY

SERVICES

Engineering Assessment
Embankment Stability
Hazard Class Assessment
Outlet Works Evaluation
2D Hydraulic Modeling
SITES Modeling
Spillway Capacity Assessment

OWNER/CONTACT

Chemung County
Jimmie Joe Carl
607-796-2216

KEY PERSONNEL

Gregory Daviero
Scott Raschke
Kevin Ruswick
Brian Toombs
Keith Toombs



Schnabel was retained by the Chemung County Soil and Water Conservation Service to assist with the completion of EAs for five high hazard flood control dams. The dams were originally designed and constructed with the assistance of the National Resource Conservation Service (NRCS) as flood mitigation projects and are currently owned by Chemung County. The five dams are currently regulated by the NYSDEC but were eligible for NRCS funding assistance which requires that the dams be evaluated for NRCS dam safety criteria. Schnabel is currently collaborating with both the NRCS and Chemung County in the development of EAs of

their five dams that will satisfy both NYSDEC and NRCS requirements. This activity allows the county access to the available NRCS funding while concurrently satisfying NYSDEC Dam Safety Regulations as required by NYCRR, Part 673.

The dams were constructed to provide flood control for the Newtown Hoffman Watershed and include Marsh Creek Dam, Park Station Dam, Jackson Creek Dam, Sullivanville Dam, and Hoffman Dam. These dams are earthen embankments that have standard single stage riser principal spillways, and vegetated auxiliary spillways.

The EAs consist of a data review; review of EAPs; dam breach modeling and inundation mapping, spillway capacity, stability, and integrity assessments; embankment stability analyses; low-level outlet analyses; priority ranking risk and population at risk spreadsheets; and EA reports. Five independent EA reports will be submitted by Schnabel to the NYSDEC in compliance with NYCRR.

TIOGA COUNTY NRCS AND NYSDEC DAM ASSESSMENTS

Tioga County, NY

SERVICES

Construction Cost
Dam Safety Inspection
Engineering Assessments
Engineers Opinion of Probable
NRCS Dam Assessment
Opinion of Hazard Classification
Review of Emergency Action Plans
Spillway Capacity Assessment
Stability and Integrity Assessments
Video Inspection

OWNER/CONTACT

Tioga County Soil & Water
Conservation District
Wendy Walsh
607-687-3553

KEY PERSONNEL

Gregory Daviero
Kevin Ruswick
Michael Taylor
Brian Toombs
Keith Toombs



The Tioga County Soil and Water Conservation District (TCSWCD) is the owner of the Peldo and Ed Pylkas Dams. These are high hazard (Class C) earthen embankments dams that were constructed under the Soil Conservation Service pilot watershed program to address flood control in the Dean Creek Watershed. As part of ongoing compliance activities, the TCSWCD is tasked with satisfying the recently promulgated NYSDEC dam safety regulations, while concurrently meeting all of NRCS criteria. This activity allows the county access to available NRCS funding for their dam assessments while concurrently satisfying NYSDEC Dam Safety Regulations as required by NYCRR, Part 673.

Schnabel completed dam EA for both the Peldo and Ed Pylkas Dams. Each EA consists of a data review; dam safety inspection; review of EAPs; opinion of hazard classification; submerged and aerated sediment surveys; spillway capacity, stability, and integrity assessments; embankment stability analyses; low-level outlet analyses; priority ranking risk and population at risk spreadsheets; and a dam assessment report. An independent EA report was submitted to both NYSDEC and NRCS for each dam in compliance with NYCRR Part 673 and NRCS Policy and Procedures.

Analyses were performed using a combination of technical tools including SITES and HEC-HMS to conduct the hydrologic modeling for

the dam, as well as to support the dam breach modeling and HEC-RAS for river modeling and development of inundation mapping.

Schnabel was selected based on our significant experience with the assessment, planning, and design of NRCS structures nationwide, our knowledge of the New York State dam safety regulations, our staff's substantial New York State dam experience, and our active involvement in organizations promoting dam safety in New York State and elsewhere.

The assessments were approved by both NRCS and NYSDEC.

MEAD RESERVOIR DAM

Plattsburgh, NY

SERVICES

Geotechnical Explorations
 Hazard Class Assessments
 Hydrologic and Hydraulic Modeling
 H&H Peer Review
 Spillway Capacity Assessment

OWNER/CONTACT

City of Plattsburgh
 Jonathan Ruff
 518-536-7519

KEY PERSONNEL

Gregory Daviero
 John Harrison
 Gregory Paxson
 Kevin Ruswick
 Michael Taylor
 Brian Toombs
 Keith Toombs

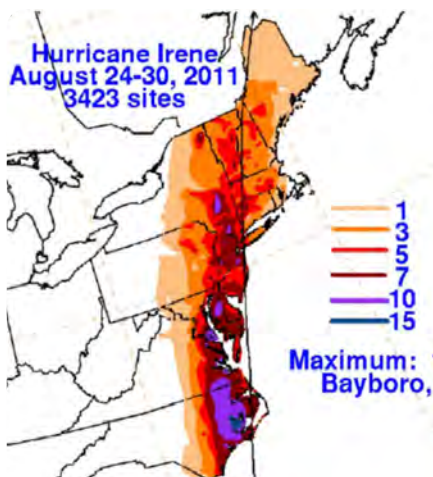


Mead Reservoir Dam is the water supply reservoir located just outside the Adirondack Park boundary. A previous consultant was retained by the city in 2009 to conduct an EA for the Class C dam. An H&H analysis was conducted as part of the EA which concluded that the existing spillway was severely inadequate in terms of spillway capacity. Subsequently the city authorized detailed design services for construction of a new labyrinth spillway system, new spillway chute, a new concrete stilling basin, and replacement of outlet works gates/valves. The project was advertised to bid and all of the contractors' bids came in substantially higher than the engineer's estimate and budget. All bids were rejected and Schnabel was retained to provide a peer review of the previous H&H analyses.

Through Schnabel's peer review, it was determined that the previous analyses used the very conservative SCS unit hydrograph (UH) methodology that has often been

found to overpredict peak flows by two to three times. We developed an independent H&H analysis for the dam including validation of the selected hydrologic parameters through analysis of Hurricane Irene using hourly gridded rainfall data which provided for both spatially and temporally distributed rainfall over the watershed. The results of our modeling matched with observed lake levels, while the SCS methodology estimated peak reservoir elevations substantially higher than observed. We subsequently evaluated the SDF for the dam with the revised hydrologic model, and the results indicated a peak flow of less than half of the previous estimates.

The revised analysis was approved by the NYSDEC resulting in a project cost savings in excess of \$3 million. This will allow a revised rehabilitation project to proceed within the constrained city. Schnabel is currently developing spillway design alternatives to accommodate the revised SDF.



OHIO DNR STATEWIDE DAM SAFETY SERVICES

Multiple Locations, OH

SERVICES

Alternatives Analysis
Bid and Construction Phase
Design Development
Geotechnical Explorations
H&H Modeling
Outlet Works Investigations
Peer Review
Risk Management
Screening Level Risk Assessment
Seepage and Stability Analyses

OWNER/CONTACT

Ohio Department of Natural
Resources
Eric Shafer
614-265-6760

KEY PERSONNEL

Gregory Daviero
Brian Crookston
John Harrison
Sharon Krock
Gregory Paxson
Kevin Ruswick
Michael Taylor
Brian Toombs
Keith Toombs



Schnabel holds a term contract for Statewide Dam Safety Design and Construction Phase Services with the Ohio Department of Natural Resources (ODNR). Similar to NYSDEC, ODNR is both the owner and regulator of state dams. Our contract currently includes the evaluation, design and construction for the rehabilitation of three dams within their state park system; Lake Milton Dam, Hargus Lake Dam, and Lake Logan Dam. The work includes review of recently completed EAs and the advancement of those assessments through design and construction. ODNR intends to complete rehabilitation designs for all three of these dams to address spillway capacity, embankment stability, and/or outlet works deficiencies consistent with the state dam safety regulations. Specific project elements will be finalized using additional field explorations and analyses performed under this contract.

Due to their large potential construction contract values (as well as other economic demands within their portfolio of dams) ODNR wanted to prioritize their expenditures. As an initial step, Schnabel proposed and executed a screening level risk assessment (SLRA). Risk assessment has been used by many state and

federal agencies as a tool to prioritize modifications for a portfolio of dams or a given dam. The SLRA utilized potential failure modes analysis to understand the deficiencies that presented the greatest risk to the state and incorporated consequence estimates, to better compare risks at the three dams. Schnabel's team included a facilitator and geotechnical, H&H, and structural subject matter experts. The SLRA included site visits and workshops with park staff, ODNR project management, and ODNR dam safety representatives. As part of the process, potential failure modes were identified and, for each failure mode, the team estimated probability and a consequences categories, which were plotted on a risk matrix used by agencies for similar risk assessments. A SLRA report summarized the entire process and included recommendations for the prioritization of remedial measures for the three dams.

Schnabel and ODNR are currently advancing the design of a new concrete chute spillway as an interim risk reduction project at Hargus Lake.



CANNONSVILLE DAM FERC PART 12 INSPECTION

Deposit, NY

SERVICES

Dam Safety and Surveillance

Monitoring Report

Emergency Action Plan Reviews

FERC Part 12 Dam Safety Inspection

Potential Failure Modes Analysis

Supporting Technical

Information Document

OWNER/CONTACT

New York City Department of

Environmental Protection

Thomas DeJohn, PE

607-588-6456

KEY PERSONNEL

Gregory Daviero

Michael Taylor

Kevin Ruswick

Brian Toombs

Keith Toombs



Cannonsville Dam is located in the southwestern region of the Catskill mountain range and impounds one of a series of reservoirs supplying drinking water to New York City. Project components are a 175-foot tall embankment dam; an 800-foot-long two-stage spillway; a bedrock side-channel spillway chute; and an 18-foot diameter low-level intake conduit and 12-foot diameter release conduit.

In 2014, New York City was issued a license to construct and operate a hydropower facility at the dam, and although there is currently no hydropower generation installed, the facility is now regulated by FERC. Schnabel was hired by the city's Department of Environmental

Protection (NYSDEP) to conduct the first dam safety inspection at the site completed in accordance with FERC Part 12 regulations.

In addition to the Part 12 inspection report, our scope of services involved preparing FERC required documentation with the Supporting Technical Information Document, a Dam Safety and Surveillance Monitoring Report, and EAP review and initiatives memorandum.

We also conducted and facilitated the first Potential Failure Modes Analysis (PFMA) workshop for the project, during which we developed a series of original potential failure modes for the dam and spillway structures based on an in-depth

review of available information.

These valuable resources included construction records and drawings, previous geologic and engineering studies and technical analyses, and historic site performance, including the presence of a confined artesian groundwater condition within the embankment foundation. The PMFA included Schnabel subject matter experts, key NYCDEP staff, FERC staff, and representatives from NYSDEC Dam Safety Section.

The FERC Part 12 Inspection was successfully submitted in advance of the February 1, 2018 deadline.

NYSDEC DAM INSPECTIONS & ENGINEERING SERVICES

Multiple Locations, NY

SERVICES

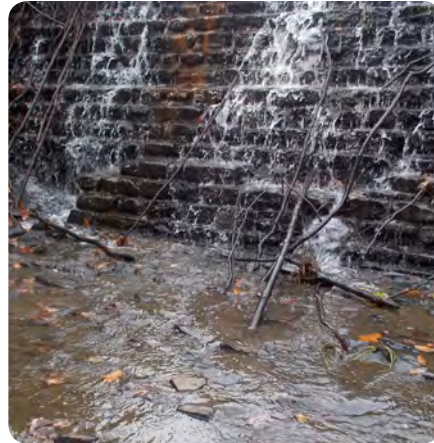
Bridge/Culvert Capacity Assessments
Dam Break Modeling
Hazard Class Screening
Hazard Class Assessments
1D and 2D Hydraulic Modeling
LIDAR Surveys
Spillway Capacity Assessments

OWNER/CONTACT

New York State Department of
Environmental Conservation
Thomas Lincoln, PE
518-402-9084

KEY PERSONNEL

Gregory Daviero
Kevin Ruswick
Brian Toombs



Schnabel was retained by the New York State Office of General Services (NYS OGS) as part of the CHA Consulting, Inc. team for a term contract to provide dam inspections and engineering services in accordance with NYCRR Part 673 on 23 dams owned by NYSDEC.

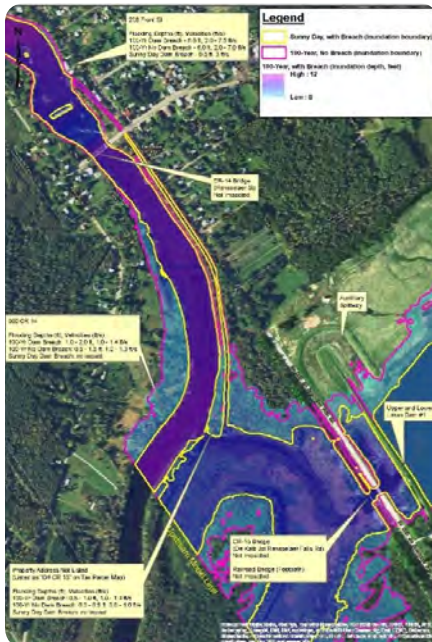
The NYSDEC owns a portfolio of more than 100 dams throughout the state and is working to bring the dams into compliance with the state dam safety regulations revised in August 2009. This initial set of dams represents structures with known deficiencies and/or hazard classification concerns. An overall goal of the project is to perform an assessment of the 23 dams to aid in the prioritization of funding for dam rehabilitation and compliance activities.

Schnabel led the H&H analyses elements of the work including hazard class screenings and formal hazard class assessments. Schnabel's initial work focused on performing hazard class screenings for each of the 23 dams. This work included:

- Review of documents in NYSDEC dam safety files
- Confirmation of dam length and height

- Computation of normal pool and maximum pool storage volumes
- Drainage area delineation
- Screening level dam breach analysis
- USGS StreamStats Flow Analysis
- Downstream drainage structure capacity analysis
- Review of aerial imagery and topographic mapping for structures downstream from each dam

The results of the hazard class screening were intended to determine if adequate information exists to confirm the hazard classification of each dam. The approach is to provide a semi-quantitative application of the NYSDEC's recent document, DOW TOGS 3.1.5 – Guidance for Dam Hazard Classification. For those dams where uncertainty is found in establishing an appropriate hazard classification, more detailed surveying, dam breach modeling, and mapping were performed to support a more detailed assessment of the hazard classification. This overall approach allows the dam owner to cost effectively apply available funding to those dams with the greatest potential risk to the downstream population.



BAKER RIVER HYDROELECTRIC PROJECT

Skagit County, WA

SERVICES

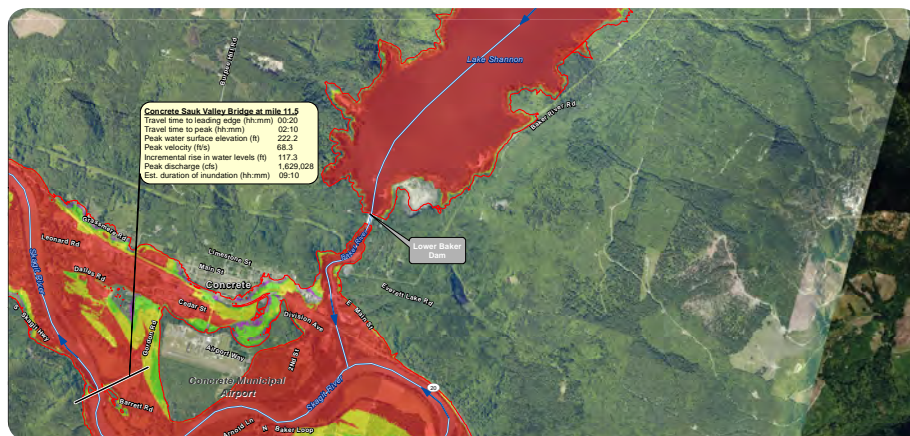
Dam Break Analysis
Flood Inundation Mapping
Hydrologic and Hydraulic Analysis
2D Hydraulic Modeling

OWNER/CONTACT

Puget Sound Energy
John Chandler
888-225-5773

KEY PERSONNEL

Kevin Ruswick



The Baker River Hydroelectric Project consists of three high hazard dams: Upper and Lower Baker Dams, and the West Pass Dike, which are located on the Baker River in the Skagit River Valley, Washington. The Upper Baker Dam Development includes a concrete gravity dam with a gated spillway, a concrete intake structure, three dikes (West Pass, Auxiliary, and Depression Lake Dikes), a water recovery pumping station, two penstocks, a powerhouse, and downstream fish passage facilities. The Lower Baker Dam Development includes a concrete arch dam with a gated spillway, a concrete intake structure, a power tunnel, a penstock, a surge tank, two powerhouses, and upstream and downstream fish passage facilities.

In 2017, Schnabel performed breach modeling and flood inundation mapping. This included the development of a 2D HEC-RAS model extending about 62 river miles downstream of Upper Baker Dam to the Skagit and Padilla Bays. The model accounted for the widening and 2D flow characteristics of the downstream valley, which included multiple bridges and levee systems. In addition to the Sunny Day and Probable Maximum Flood breach scenarios as required by FERC.

Schnabel modeled five additional scenarios to estimate flooding conditions that could result from more frequent storms and to consider gate operations. The inundation maps were developed for use by emergency responders and provided estimated

flood depths, velocities and timing of breach flood waves.

As part of the flood inundation mapping project, Schnabel developed a reservoir routing and gate operations HEC-ResSim model. Since Upper Baker Dam is regulated for flood control for part of the year, the HEC-ResSim model was used to estimate the regulated outflows during large storms. The results of the HEC-ResSim model were incorporated into the HEC-RAS model.

WINOOSKI RIVER BASIN

Multiple Locations, VT

SERVICES

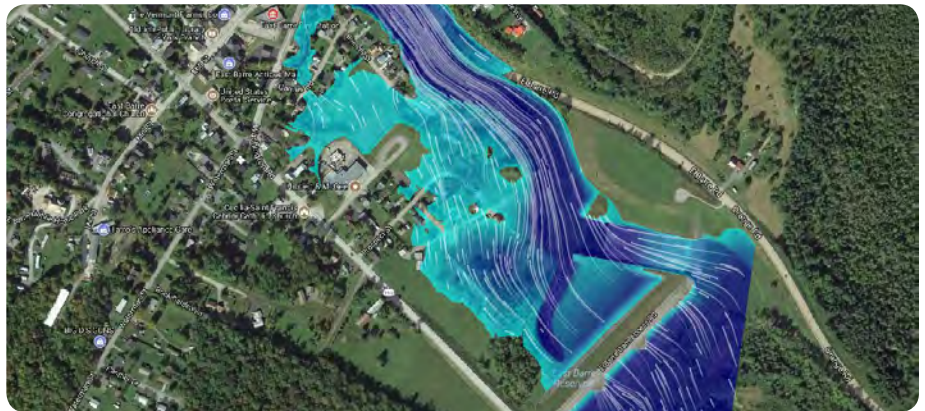
Dam Break Analysis
 Flood Inundation Mapping
 Hydrologic and Hydraulic Analysis

OWNER/CONTACT

Vermont Department of
 Environmental Conservation
 Chris Rottler
 802-461-6051

KEY PERSONNEL

Gregory Daviero
 Elizabeth Isenstein
 Kevin Ruswick



Schnabel was retained by the Vermont Department of Environmental Conservation to perform a breach analysis for the East Barre and Wrightsville Dams; two high hazard flood control dams in the Winooski River Basin. The dams were originally designed by USACE after a major flood in Montpelier and surrounding areas caused massive damage in 1927, and were constructed by the Civilian Conservation Corps in the early 1930's. Schnabel is collaborating with the Vermont Department of Environmental Conservation Dam Safety Program to analyze potential downstream flooding that could arise from a dam failure during fair-weather (Sunny Day) conditions as well as under significant precipitation events. Schnabel utilized an integrated 2D hydraulic model that will include the two flood control dams as well

as major bridges and run-of-river dams along the Winooski River. The analysis encompasses the entire 1,060 square mile Winooski River Basin and the breach analyses extend to the confluence with Lake Champlain.

Wrightsville and East Barre dams are earthen embankments built with a stone slope protection. Wrightsville Dam stands at 115 feet high and 1,525 feet long with a 155-foot-long spillway, while East Barre Dam is 65 feet high and 1,460 feet long with a 100-foot-long spillway.

The analyses included a review of previous hydrologic and hydraulic studies - comparing previous model results with current model results, field reconnaissance including East Barre and Wrightsville dam inspections and review of bridges and dams in the downstream floodplain, development and calibration of a HEC-HMS

hydrologic model, development of an 2D HEC-RAS hydraulic model, dam breach analyses under rainy day and sunny day scenarios, and inundation mapping. The 2D hydraulic model approach was selected due to the complex riverine and floodplain conditions downstream from the large flood control dams and to best take advantage of the recent high resolution (0.7m) LiDAR based Digital Elevation Model (DEM) available for the watershed. The new inundation mapping is overlain on high resolution aerial imagery and the color coded depth of flooding inundation mapping provides represents a significant advancement in providing potential dam breach flood information to emergency responders.

TIVOLI LAKE DAM

Albany, NY

SERVICES

Dam Break Analysis
 Flood Inundation Mapping
 Hazard Class Assessment
 Hydrologic and Hydraulic Analysis

OWNER/CONTACT

City of Albany
 William Simcoe
 518-434-5300

KEY PERSONNEL

Gregory Daviero
 Kevin Ruswick



Schnabel performed a detailed hazard class assessment for the City of Albany's Tivoli Lake Dam successfully reducing the dam's hazard classification from intermediate hazard (NYS Class B) to low hazard (NYS Class A). Tivoli Lake Dam is the central feature of the Tivoli Lake Preserve, a public park within the city. The dam was originally constructed across Patroon Creek as part of the city's water supply system circa 1851. Due to significant sedimentation and expense in maintaining Tivoli Lake, the reservoir was taken out of service as part of the water supply infrastructure circa 1890. Subsequently, a 72-inch vitrified block storm sewer was installed circa 1927 to convey Patroon Creek through the Tivoli Lake Preserve, effectively bypassing base flow around Tivoli Lake and the dam.

As part of an EA for the another one of Albany's dam upstream, Schnabel developed a detailed hydrologic model of the watershed using HEC-HMS and a detailed hydraulic model of the Patroon Creek using HEC-RAS. The Patroon Creek modeling extended from the upstream Rensselaer Lake Dam downstream 7 miles to the confluence with the Hudson River. Through this reach, Patroon Creek flows through a densely urbanized region with more than 20 culverts, including the 72-inch Tivoli Lake Bypass which is nearly 2,500 feet in length. Due to the complex network of open channels, hydraulic structures, and potential for overland flows, the new HEC-RAS 2D hydraulic model application was utilized to represent the Patroon Creek channel and floodplain. The small tributary area

and Tivoli Lake discharges combine with the Patroon Creek downstream of the bypass and continue to its confluence with the Hudson River. As part of this project, Schnabel refined the 2D hydraulic model downstream of Tivoli Lake with a finer grid resolution and field measurements to support a hazard class assessment. The comprehensive hazard class assessment was performed in accordance with the NYSDEC Division of Water Technical Operations and Guidance series document (DOW TOGS 3.1.5), Guidance for Dam Hazard Classification and included modeling and mapping of various wet weather and sunny day dam break scenarios to establish the impacts of its failure.

NORTH FORK DAM SPILLWAY UPGRADE

Asheville, NC

SERVICES

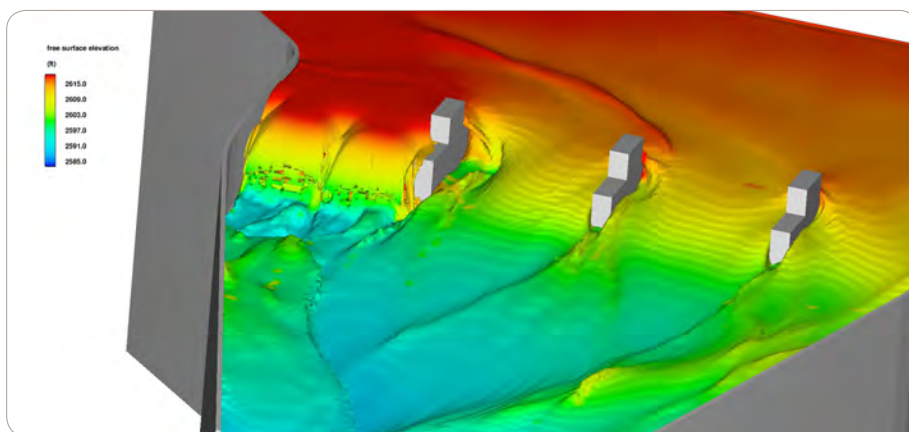
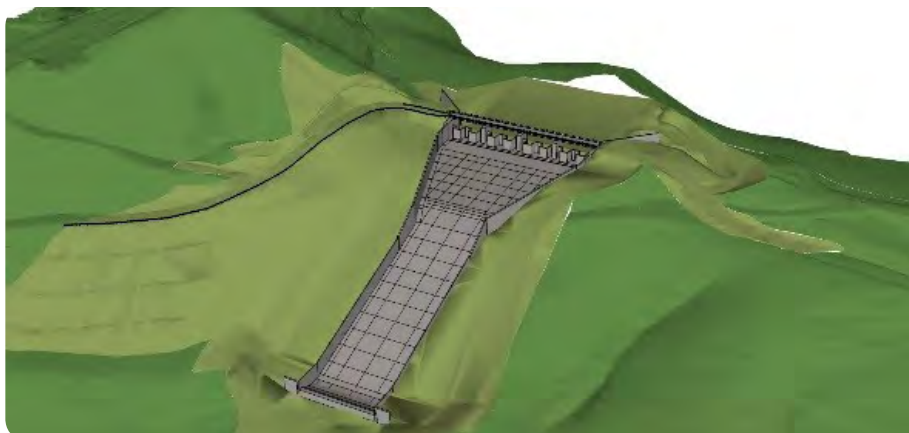
3D Hydraulic Modeling
Construction Observation
Geotechnical Engineering
Hydraulics and Hydrology
Inspections
Spillway Design

OWNER/CONTACT

City of Asheville
Stephen Shoaf
828-259-5955

KEY PERSONNEL

Brian Crookston
Sharon Krock
Greg Paxson
Brian Toombs



Schnabel has provided ongoing dam engineering services for the North Fork Dam for over 20 years, including the following hydrology and hydraulics tasks:

- Hydrologic analysis to model flood runoff from the watershed for "return period" storms and the probable maximum flood.
- Detailed flood studies to evaluate operations at the dam on downstream flooding along the Swannanoa River through the city of Asheville.
- Dam breach analysis and development of inundation maps for various failure scenarios.
- Preparation of EAP and facilitation of EAP tabletop exercises in 2009 and 2016.

In 2015, Schnabel began engineering services to upgrade North Fork Dam to meet dam safety requirements.

This included an evaluation of spillway capacity upgrading alternatives and selection of the Hydroplus Fusegate system as an auxiliary spillway. The evaluation and design included:

- Incorporating a site specific PMP model into the proposed modifications, significantly reducing the design flood. Performed storm distribution modeling and hydrologic analysis.
- Development of a rating curve for the Fusegate system and modeling various flood scenarios to estimate frequency of tipping of the Fusegates and development of a Fusegate tipping plan.
- Computational Fluid Dynamics (CFD) modeling of the Fusegate

system for various tipping scenarios. This included modeling the crest control, converging chute spillway, and flip bucket outlet for the concrete chute.

- Design of the new concrete chute auxiliary spillway.
- Evaluation of the existing chute spillway related to hydraulic issues (cavitation, slab jacking, etc.) and design of a concrete overlay.
- Evaluation of current primary spillway gated operations plans for various flood frequency events and development of a strategy to reduce reliance on gates and the associated risk of inadvertent releases. Ultimately, the three large Tainter gates will be replaced with a fixed crest weir and single, smaller Obermeyer crest gate to reduce these risks.

PALMER POND DAM

North Hudson, NY

SERVICES

Hazard Class Assessments
Hydrologic and Hydraulic Modeling
2D Hydraulic Modeling

OWNER

New York State Department of
Environmental Conservation

CLIENT CONTACT

C.T. Male Associates, PC
Jim Houston
518-786-7400

KEY PERSONNEL

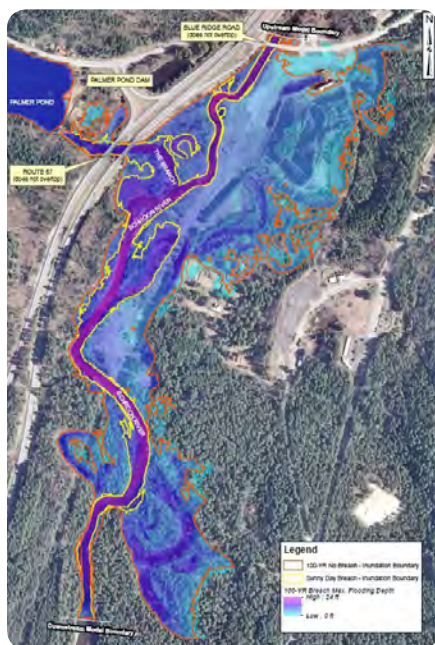
Gregory Daviero
Kevin Ruswick



Schnabel performed 2D hydraulic modeling for multiple dam breach scenarios to support C.T. Male Associates and the NYSDEC in their evaluation of a proposed campground and equestrian (visitor) center that would serve as a gateway to the Adirondacks to be located at the site of the abandoned Frontier Town theme park. Palmer Pond Dam is a 1920s era 35-foot tall, 200-foot-long concrete gravity dam that impounds The Branch, a tributary to Schroon River. The dam is located 500 feet upstream of Interstate I-87 and the project site and 1,300 feet upstream of the confluence with the Schroon River. Hydraulic modeling of The Branch and Schroon River was performed using 2D HEC-RAS and included simulations for both the sunny day and 100-year dam breach conditions. Detailed inundation mapping was performed on high resolution LiDAR derived topography overlain with detailed aerial photography. The

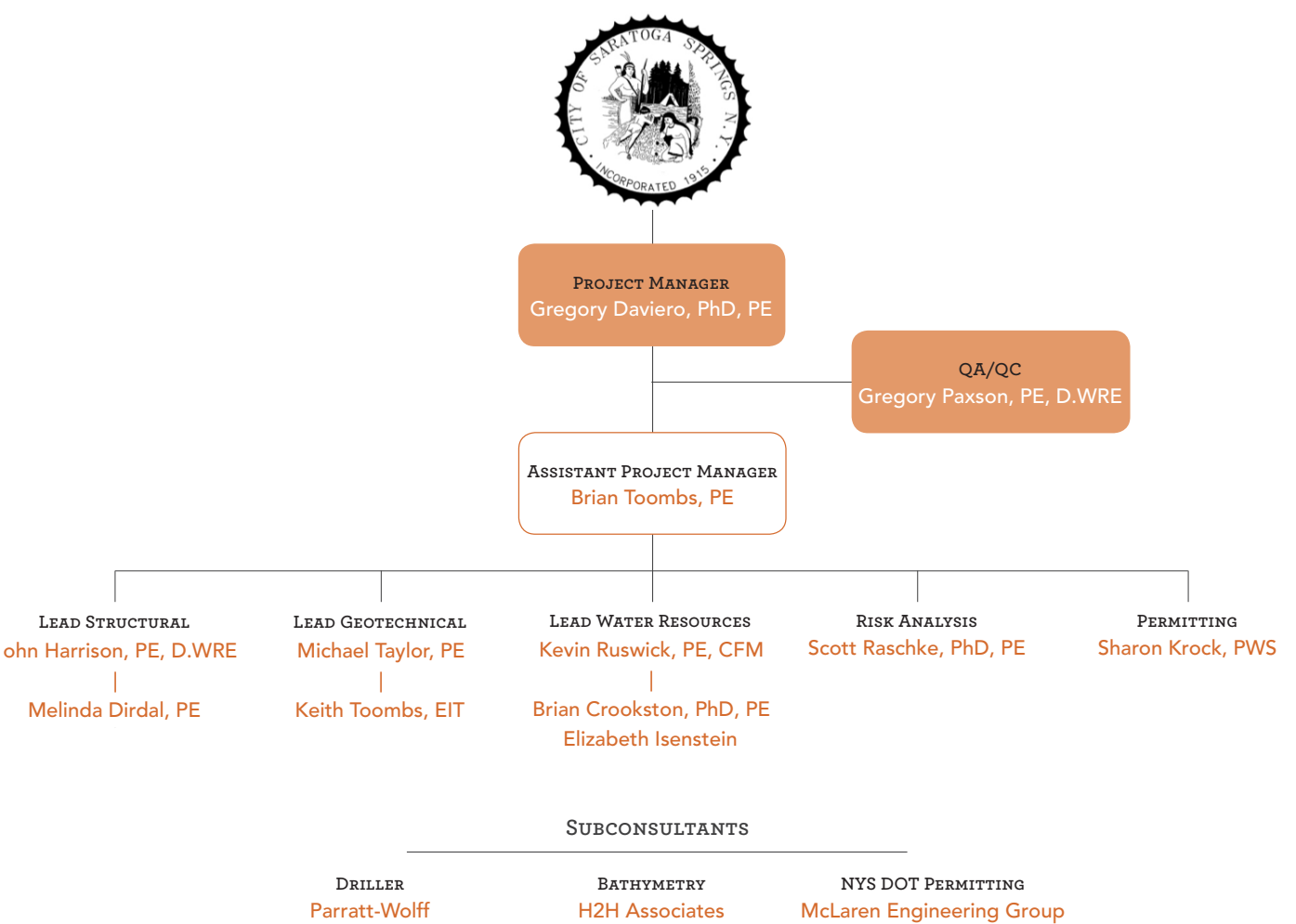
inundation mapping illustrated the potential downstream impacts based on inundation depth, velocity, and was used to assess the flood severity categories defined by FEMA Guidance Document 14.

The potential impacts from a failure of Palmer Pond Dam were a concern for the development and Schnabel's hydraulic modeling helped inform design decisions and confirmed that the site would not be impacted by a dam failure and that the existing Class A, low hazard, designation was still appropriate for the dam.



3. Project Team

Schnabel has assembled a team of professionals, with each discipline leader having more than 10 years of experience in dam safety, design, and evaluation experience. The team will be led by Gregory Daviero, PhD, PE, who will serve as project manager and be supported by Brian Toombs, PE, assistant project manager. Resumes for key engineering staff are presented following the summary matrix.



Below is a summary matrix that illustrates the project examples cross referenced to our proposed staff. Our proposed team has extensive project experience and extensive experience working together.

Summary Matrix

		Loughberry Lake Dam	Wilmington Dam	Albany Dam and Water Supply Projects	Kingston Dam and Water Supply Projects	Chemung County Dams	Tioga County Dams	Mead Reservoir Dam	Ohio DNR Statewide Dam Safety Services	Cannonsville Dam	NYSDEC Dam Inspections	Baker River Hydroelectric Project	Winooski River Basin	Tivoli Lake Dam	North Fork Dam	Palmer Pond
Schnabel Staff	Gregory Daviero, PhD, PE	●	●	●	●	●	●	●	●	●	●		●	●		●
	Gregory Paxson, PE, DWG				●			●	●						●	
	Brian Toombs, PE	●	●	●	●	●	●	●	●	●	●				●	
	John Harrison, PE DWG		●	●	●			●	●							
	Michael Taylor, PE		●	●	●		●	●	●	●						
	Keith Toombs, PE		●	●	●	●	●	●	●	●						
	Kevin Ruswick, PE	●	●	●	●	●	●	●	●	●	●	●	●	●		●
	Brian Crookston, PhD, PE				●				●						●	
	Elizabeth Isenstein			●									●			
	Scott Raschke, PhD, PE			●	●	●										
	Sharon Krock, PWS		●	●	●				●						●	
Parratt-Wolff (subconsultant)				● *	●			●								

* Work includes Alcove, Basic Creek, and Rensselaer Lake Dams

Gregory J. Daviero, PhD, PE

PROJECT MANAGER



EXPERTISE

Dam Engineering and Hydraulic Design

EDUCATION

Doctorate, Civil Engineering (Environmental Fluid Mechanics and Water R, Georgia Institute of Technology

Master of Science, Civil Engineering, The Pennsylvania State University

Bachelor of Science, Civil Engineering, The Pennsylvania State University

REGISTRATIONS

Professional Engineer / NY

AFFILIATIONS

ASDSO, NYSAWWA, NYWEA

YEARS WITH SCHNABEL/TOTAL

5/25

Greg Daviero is a Principal in the Clifton Park, New York, office where he supports a New York State portfolio of clients in the water, wastewater, and dam engineering market areas. Greg has applied his expertise to a wide range of water resource engineering, design, and hydraulic and hydrologic analyses for the benefit of state, federal, municipal, and industrial clients. This experience includes flood control evaluations, dam break analyses, hazard classification assessments, incremental analyses, spillway and hydraulic structure capacity evaluations and design, and low level outlet evaluations and designs. He has been responsible for developing Inspection and Maintenance Plans, Emergency Action Plans, and Engineering Assessments for numerous clients throughout New York State.

He is a member of the Education Committee in the New York State Chapter of the American Water Works Association and is the lead developer and instructor for the Fundamentals of Dam Safety training courses and Fundamentals of Hydraulics course. He is also a member of the Association of State Dam Safety Officials and the New York State Water Environment Association (NYWEA), and is a frequent presenter at their national and regional conferences. Greg is also an Adjunct Professor at Rensselaer Polytechnic Institute where he teaches Applied Hydrology and Hydraulics.

RELEVANT EXPERIENCE

Loughberry Lake Dam Engineering Assessments / Saratoga Springs, NY

Project manager for the engineering assessment of Loughberry Lake Dam, an earthen embankment water supply dam dating back prior to 1880's. The dam now includes a 4-lane arterial highway located along its crest. The work included a detailed 2-Dimensional (2D) dam breach hydraulic model to aid in a hazard class assessment for the dam confirming a suspected increase in the hazard class of the dam from Class B – Intermediate Hazard to Class C – High Hazard. A detailed hydrologic model of the watershed subsequently concluded that the existing spillway did not have adequate capacity to convey the 50% PMF storm event that is required for High Hazard dams in New York State and the dam would overtop by several feet during that storm event. Alternatives were developed to increase spillway capacity to bring the dam into regulatory compliance.

Albany Dam and Water Supply Projects / Albany County, NY

Project Manager for the Engineering Assessments and follow-up designs and investigations for five dams owned and operated by the Albany Water Board; Alcove Reservoir, Basic Creek, Rensselaer Lake, Tivoli Lake, and Loudonville Reservoir Dam. Detailed hydrologic and hydraulic analyses using HEC-HMS and HEC-RAS 2D were performed to assess hazard classification, spillway capacity and to support the development of dam break inundation mapping. Site specific geotechnical explorations were performed for the Alcove, Basic, and Rensselaer Lake Dams. Conceptual rehabilitation concepts were prepared for Basic Creek and Rensselaer Lake Dams. Construction Administration services are being provided for the

Gregory J. Daviero, PhD, PE

PROJECT MANAGER

implementation of the the detailed design for the replacement of the Alcove Reservoir water supply and low level water control gates. We are also currently preparing detailed design documents for the rehabilitation of Rensselaer Lake Dam.

Wilmington Dam Engineering Assessment and Rehabilitation Design / Wilmington, NY

Project Officer responsible for the engineering assessment (EA) and rehabilitation design of the Class B concrete run-of-river dam located in northern New York. Project elements include completing a comprehensive EA for submittal to New York State Department of Environmental Conservation (NYSDEC) and detailed rehabilitation design of the right spillway training wall. The project also includes design of modifications to increase flow capacity of the existing low-level drain structure to aid with reservoir drawdown to facilitate routine operation and maintenance activities at the dam by town personnel.

Cannonsville Dam FERC Part 12 Inspection / Deposit, NY

Project Manager for the FERC Part 12 Inspection for New York City Department of Environmental Protection's (NYCDEP) Cannonsville Reservoir Dam. Cannonsville Reservoir is one of four water supply sources in the Delaware River watershed constructed by the NYCDEP. The dam is comprised of an earthen embankment that is 2800 feet in length and has a maximum height of 175 feet. The NYCDEP applied for a FERC license in 2012 for the installation of a 14.08 MW hydroelectric facility to harness the hydropower potential of conservation releases to the West Branch of the Delaware River. FERC subsequently authorized the license in 2014 and assumed regulatory jurisdiction of the dam. Schnabel was retained in 2016 to perform the first FERC Part 12 Dam Safety Inspection. Greg served as a core team member for the Potential Failure Modes Analysis workshop and is directing the resources of the Schnabel's Independent Consultant as well technical experts in Hydraulics and Hydrology and Geotechnical Engineering.

City of Kingston, Dam Safety Evaluations, Designs, and Water Supply Improvements / Ulster County, NY

Project Manager for the Engineering Assessment (EA) and design for the Cooper Lake Dam Improvements. Design alternatives were evaluated for spillway capacity improvements, stability improvements, and outlet works repair and replacement including consideration of raising the normal pool up to five feet. Project also included development of a safe yield model. Alternatives were evaluated based on preliminary design development and opinions of construction costs for combinations of project elements. The Copper Lake dam rehabilitation detailed design is currently ongoing. Previously responsible for studies, EAs, designs, and construction oversight for three other dam safety and water supply projects for the Kingston Water Board. Dam Safety regulatory compliance activities included Dam Safety Inspections, Hazard Class Assessments, EAs, EAPs, and Inspection and Maintenance Plans for Cooper Lake Dam (high hazard), Reservoir No. 2 Dam (high hazard), and Binnewater Reservoir Dam (intermediate hazard). Responsible for overall technical, financial, and client and subcontractor contractual items.

Mead Reservoir Dam / City of Plattsburgh, NY

Project Manager for the comprehensive hydrologic and hydraulic evaluation of Mead Reservoir Dam, the primary water supply for the City of Plattsburgh. A value engineering type of analyses was performed on work done by another engineer which identified an elementary technical approach which lead to an over prediction in the spillway design flood and an unnecessarily oversized spillway capacity upgrade. Revised hydrologic analyses were performed and results were calibrated to a historic storm in August 2011 (Hurricane Irene). The revised hydrologic model resulted in significant reductions in peak flows during the regulatory Spillway Design Flood. Pending approval of the revised hydrologic analysis, the extent and cost of spillway rehabilitation will be substantially reduced. This change will result in reduction of over \$3M dollars in construction cost. Schnabel also performed a peer review of the previous geotechnical evaluations for the dam and implemented a geotechnical exploration program on the embankment and coring of the concrete spillway and chute.

Gregory S. Paxson, PE, D.WRE

QA/QC



EXPERTISE

Dam Evaluation and Design; Hydraulic Structures, Dam and Spillway Rehabilitation; Hydraulic and Hydrologic Analyses, Dam Safety

EDUCATION

Master of Science, Civil Engineering,
Villanova University

Bachelor of Science, Civil Engineering,
University of Delaware

REGISTRATIONS

Professional Engineer / VA, DE, NH, NJ, MD, MI,
OH, PA, ND

Diplomate, Water Resources Engineer
(ASCE AAWRE)

AFFILIATIONS

ASDSO: Vice Chair, Advisory Committee,
Chair, Guidance for Dam Safety Reviews of
Engineering Design Task Force, Conference
Planning Committee

USSD: Vice Chair, Hydraulics of Dams
Committee

FEMA: Steering Committee, Training Aids for
Dam Safety

ASCE

IAHR

YEARS WITH SCHNABEL/TOTAL

23/24

Greg Paxson is Schnabel's National Practice Leader for Dams. He is an expert in the analysis and design for dam engineering projects, including evaluation and upgrading of existing dams, and the design of new dams. Specific experience includes hydrologic and hydraulic analyses, hydraulic structures, labyrinth spillways, roller compacted concrete, gravity dam stability analysis, and dam rehabilitation design. He has performed and led assessments, evaluations, analyses, and design for more than 100 dams. He has authored or co-authored more than 40 technical papers, mostly on dam rehabilitation and H&H.

Greg has participated in potential failure modes and risk analyses for dam projects, including facilitating a recent screening level risk assessment for three high hazard dams in Ohio. He has worked and coauthored papers with world renowned experts in risk analysis for dams. Through his experience in managing the 2013 and 2016 peer reviews of the USACE Dam Safety Program, he has significant experience with dam portfolio risk prioritization, which USACE has been implementing for their 700 dams over the past 10 years.

RELEVANT EXPERIENCE

Ohio Department of Natural Resources (ODNR), Lake Milton, Hargus Lake and Lake Logan Dam Improvements / Multiple Locations, OH

Engineer of Record for the evaluation and conceptual rehabilitation designs for three high hazard earth dams. Facilitator for a screening level risk assessment (SLRA) to assist ODNR in the prioritization of rehabilitation measures to address dam safety deficiencies at the dams. The week long workshop included evaluation of potential failure modes and estimating risks for each failure mode based on expert elicitation, applying procedures developed and used by federal agencies, including the Bureau of Reclamation and USACE. The results of the SLRA were used to identify data gaps, develop exploration programs, and prioritize design for rehabilitation of the dams.

USACE Louisville Indefinite Delivery Contract for Type II Independent External Peer Reviews (IEPR)/Safety Assurance Reviews (SAR) / Locations Nationwide

Project Manager for the 2013 and 2016 peer reviews of the USACE Dam Safety Program, which included managing a panel charged with review of the program with regard to organization and management, policies, risk management, program implementation, and technical expertise. Responsible for working with the panel, compiling the IEPR report, and presenting the findings and recommendations to USACE senior leadership and numerous key dam safety staff.

North Fork Dam Spillway and Seismic Upgrades / City of Asheville, Black Mountain, NC

H&H Task Leader for the design of measures to provide additional spillway capacity for this high hazard dam. The selected alternative includes a new auxiliary spillway equipped with 16-foot-high Hydroplus Fusegates. The design incorporated at site

Gregory S. Paxson, PE, D.WRE

QA/QC

specific probable maximum precipitation study and updated hydrologic modeling. The construction of the auxiliary spillway presented an opportunity to replace the existing gated primary spillway with a fixed crest weir, reducing the owner's reliance on the gates and reducing risks related to uncontrolled releases. The new auxiliary spillway includes a converging concrete chute and flip bucket, with estimated velocities of over 80 feet per second.

National Park Service Levee Risk Screenings / Various Locations

Subject Matter H&H Expert in three levee risk workshops to assist the National Park Service (NPS) in prioritizing evaluations and repairs of levees nationwide. In addition, the risk workshops and screenings served as a pilot study to evaluate the evolving NPS methodologies and compare with established methodologies included in the USACE Levee Screening Tool. The workshops included participants from both NPS and USACE.

Round Valley Reservoir Structures Refurbishment and Resource Preservation Project / Clinton, NJ

Engineer of Record. Project includes the design and construction administration for the rehabilitation of this 55 billion gallon pumped storage reservoir that is part of a system supplying raw water to more than 1.5 million residents of central New Jersey. Contract includes site explorations, borrow investigations and evaluation, planning, schematic and final design, permitting, construction administration services, and project risk evaluation and management for the rehabilitation of all three embankment dams. Also includes rehabilitation of ancillary infrastructure, including: building and security improvements; two intake towers; and dredging of tower intakes to restore gate functionality.

US Fish and Wildlife Service (FWS) Dam Safety Program Consultant / Nationwide IDIQ Contract

Lead Inspector and Project Manager for several of Schnabel's Task Orders as a subconsultant to provide engineering services for dams owned by the FWS. Led a risk assessment of Umbarger Dam to evaluate a single potential failure mode. Additional studies at Umbarger Dam included an evaluation of the flood damage reduction provided by the dam to the downstream community. The H&H studies also included a breach analysis and development of inundation mapping to support consequence estimates and for updates to the EAP. Ongoing work for Umbarger Dam included updating risk assessments performed by the Bureau of Reclamation based on more detailed analyses and data. Greg is leading the design of upgrades to the dam to address a potential failure mode related to overtopping damage to the RCC armoring.

George B. Stevenson Dam Rehabilitation / Cameron County, PA

Project Manager for an engineering assessment, geotechnical analysis, H&H analysis, evaluation of alternatives, and design for rehabilitation of this 166-foot-high zoned earth dam embankment. Served as the facilitator of a risk assessment for the potential failure mode related to heave and piping. The assessment utilized the results of the subsurface exploration program, piezometer levels during the controlled pool raise, and the procedures used by USACE and Reclamation related to internal erosion and piping risks. The risk assessment led to the conclusion that the risk related to this failure mode was not credible. This result justified that previously recommended grouting of the foundation was not required, resulting in savings of an estimated \$5 to \$10M in construction costs.

Brian Toombs, PE

ASSISTANT PROJECT MANAGER



EXPERTISE

Dam Engineering, Geotechnical Engineering,
Project Management, Construction Oversight
and Resident Engineering

EDUCATION

Master of Science, Geotechnical Engineering,
University of Massachusetts Amherst
Bachelor of Science, Civil and Environmental
Engineering, University of Massachusetts
Amherst
Bachelor of Arts, English, Gordon College

REGISTRATIONS

Professional Engineer / MA, NY

AFFILIATIONS

ASDSO, PMI

YEARS WITH SCHNABEL/TOTAL

4/8

Brian Toombs has extensive experience partnering with clients to develop geotechnical and dam engineering solutions for projects in the private, municipal, and federal infrastructure sectors. Brian routinely provides analysis, design, and project management for the full range of project phasing, from initial site evaluation and conceptual layout through detailed design and construction. As many clients face the increasing challenge of managing and maintaining their aging critical infrastructure, Brian utilizes his keen eye for detail to piece together the history of these complex sites and structures to assist clients in understanding project priorities and risks and make informed decisions. As a member of Schnabel's dams engineering group, Brian has provided assessment and design for numerous dams, and has a strong knowledge of the regulatory requirements for dam owners in New York State and New England.

RELEVANT EXPERIENCE

Loughberry Lake Dam Engineering Assessment / Saratoga Springs, NY

Geotechnical Engineer. Provided geotechnical and dam safety engineering services for the EA of the high-hazard earthen embankment with original construction thought to date to pre-1880 and now with a 4-lane arterial highway located along the dam crest. Reviewed and interpreted NYSDEC and NYSDOT documentation for the dam, selected geotechnical parameters for embankment stability analysis and liquefaction screening, and developed conceptual-level design alternatives and cost estimates for the proposed rehabilitation to bring the dam into compliance with NYSDEC regulations. Prepared a new EAP and inspection and maintenance (I&M) manual.

Mead Reservoir Dam / Plattsburgh, NY

Project Manager/Geotechnical Engineer. Provided geotechnical and design engineering services during the geotechnical and structural site explorations, alternatives analyses for the assessment of the dam embankment, and rehabilitation design of the concrete spillway and chute structure of the high-hazard structure. Responsible for geotechnical and structural elements during the alternatives analysis including development concept design drawings and estimates of potential construction costs.

FERC Part 12 Inspection for Cannonsville Dam / Delaware County, NY

Assistant Project Manager/Geotechnical Engineer. In 2014, New York City was issued a license to construct and operate a hydropower facility at Cannonsville Dam, which impounds one of a series of upstate reservoirs supplying drinking water to the city. Schnabel was hired by the city to provide independent consultant services for the first FERC Part 12D Inspection for the dam, with additional activities including a PFMA workshop, development of the STI Document, and updates to the DSSMP. Conducted the Part 12D Inspection, served as a member of the PFMA core team, and co-authored the PFMA Report. Currently, providing project management with monthly progress reports, project tracking and schedule updates.

Brian Toombs, PE

ASSISTANT PROJECT MANAGER

Wilmington Dam Engineering Assessment and Rehabilitation Design / Wilmington, NY

Project Manager/Design Engineer. Responsible for project management and design for the engineering assessment (EA) and rehabilitation design of the Class B concrete run-of-river dam. Project elements include completing an EA for submittal to New York State Department of Environmental Conservation and detailed rehabilitation design of the left spillway training wall. The project also includes design of modifications to increase flow capacity of the existing low-level drain structure to facilitate routine operation and maintenance activities at the dam by town personnel.

Ohio Department of Natural Resources, Lake Milton, Hargus Lake and Lake Logan Dam Improvements / Multiple Locations, OH

Geotechnical Engineer/Task Manager. Provided project coordination and geotechnical engineering for the evaluation and rehabilitation design of three Class 1 (high hazard) dams. Responsibilities included review of historic information and previous engineering studies, and planning and execution of a comprehensive, multi-disciplinary field exploration program targeted at potential failure modes and data gaps derived from the findings of Schnabel's screening level risk assessments for each dam. Methodologies included geotechnical drilling and in situ testing, traditional topographic and structural land survey, geophysical explorations, and bathymetric mapping and underwater scanning of the upstream slopes and submerged structures. Supervising preparation of the geotechnical data reports and subsequent engineering analysis and recommendations to provide ODNR with a clear set of activities to bring each dam into compliance.

New York State Department of Environmental Conservation Dams (NYSDEC) Hazard Screenings / Multiple Locations, NY

Completed the hazard class screenings of 14 dams owned by the NYSDEC in an effort to provide a risk-based prioritization for application of funding for rehabilitation and dam safety compliance activities for state owned dams.

NRCS Tioga County Dams Engineering Assessments / Tioga County, NY

Geotechnical Engineer. Responsible for the geotechnical engineering elements of the NYS and NRCS EAs for Pelto Dam and Ed Pylkas Dam, two high-hazard flood control dams constructed by NRCS. Tasks performed included review of existing data, dam safety inspections, slope stability and seepage evaluations, sediment thickness assessments, and the development of conceptual rehabilitation alternatives and associated costs based on the findings of the EA.

Albany Dam and Water Supply Projects / Albany County, NY

Assistant Project Manager for the Engineering Assessments and follow-up designs and investigations for five dams owned and operated by the Albany Water Board. Site specific geotechnical explorations were performed for the Alcove, Basic, and Rensselaer Lake Dams. Conceptual rehabilitation concepts were prepared for Basic Creek and Rensselaer Lake Dams. Construction Administration services are being provided for the implementation of the detailed design for the replacement of the Alcove Reservoir water supply and low level water control gates.

City of Kingston, Dam Safety Evaluations, Designs, and Water Supply Improvements / Ulster County, NY

Assistant Project Manager for the Engineering Assessment (EA) and design for the Cooper Lake Dam Improvements. Design alternatives were evaluated for spillway capacity improvements, stability improvements, and outlet works repair and replacement. Alternatives were evaluated based on preliminary design development and opinions of construction costs for combinations of project elements. The Copper Lake dam rehabilitation detailed design is currently ongoing.

John P. Harrison, PE, D.WRE

LEAD STRUCTURAL ENGINEER



EXPERTISE

Hydraulic Structures, and Dam Evaluation and Design

EDUCATION

Master of Civil Engineering, Civil Engineering,
Villanova University

Bachelor of Science, Civil Engineering,
Villanova University

REGISTRATIONS

Professional Engineer / GA, NJ, PA, VA

Diplomate, Water Resources Engineer
(ASCE AAWRE)

CERTIFICATIONS

OSHA: Confined Space Operations/Safety,
Hazardous Materials

AFFILIATIONS

ASCE, ASDSO

YEARS WITH SCHNABEL/TOTAL

24/28

John Harrison is an expert in the inspection, analysis, design, independent review, and construction inspection for new dam and dam rehabilitation projects. He serves as Technical Leader for dam design in the firm's West Chester office and as an independent structural design resource. John's areas of expertise include structural analysis and design, and hydrologic/ hydraulic analysis.

John has developed a spreadsheet program for global stability and structural design of spillway chutes and walls. The program graphically displays input geometry, distributed loads, point loads and foundation reaction, and graphically presents member minimum requirements (ACI 350) and design moment capacity. John has also co-developed a similar spreadsheet program for analysis of gravity dam stability and post-tensioning design.

RELEVANT EXPERIENCE

Ohio Department of Natural Resources, Lake Milton, Hargus Lake and Lake Logan Dam Improvements / Multiple Locations, OH

Structural Reviewer for the Statewide Dam Safety Design and Construction Services with ODNR, the owner and regulator of state dams. Schnabel's contract currently includes risk assessment, evaluation, design and construction for the rehabilitation of three dams; Lake Milton, Hargus Lake, and Lake Logan Dams.

Albany Dam and Water Supply Projects / Albany County, NY

Structural Reviewer for the Engineering Assessments for Alcove Reservoir and Basic Creek Dams owned and operated by the Albany Water Board. Reviewer for gravity dam stability analyses for Basic Creek Dam, and civil/structural reviewer for gate rehabilitation at Alcove Reservoir.

City of Kingston, Cooper Lake Dam and West Dike Improvements / Kingston, NY

Structural Reviewer for the alternatives analysis and design of improvements for upgrading the dam. Structural improvements will consist of a new intake structure, decommissioning of the existing intake structure, new normal pool spillway and discharge conduit, and raising of the embankment core wall.

Mead Reservoir Dam / City of Plattsburgh, NY

Structural Reviewer for concrete investigation, testing and assessment of the Mead Reservoir spillway. Investigations were targeted to various elements of the structure to identify whether portions of the structure could be rehabilitated, or required complete replacement. The assessments will form the basis of the proposed rehabilitation design of the Mead Reservoir spillway.

John P. Harrison, PE, D.WRE

LEAD STRUCTURAL ENGINEER

Wilmington Dam Engineering Assessment and Rehabilitation Design / Wilmington, NY

Structural Reviewer for the rehabilitation design of various elements of this the Class B run-of-river dam located in northern New York. Design included rehabilitation/replacement of the deteriorated right spillway training wall, and modifications to increase flow capacity of the existing low-level drain structure. The increased capacity of the low level drain will aid with reservoir drawdown and facilitate routine operation and maintenance activities at the dam by town personnel.

Pennsylvania Department of Conservation and Natural Resources, George B. Stevenson Dam / Cameron County, PA

Structural Engineer for risk evaluation of spillway stability for George B. Stevenson Dam, a 166-foot high multi-use reservoir project, focusing on the stability/adequacy of the spillway flip bucket, chute slabs, ogee weir, and approach channel for the PMF design flood. Also participated in risk evaluation for embankment potential failure modes, indicating that previously recommended grouting of the foundation was not required. The hydrologic analysis and selected embankment rehabilitation approach saved the State over \$20M compared to previous estimates. Also served as a Project Reviewer for evaluation and conceptual design of embankment stabilization measures.

Youngman, Heller and Mosquito Creek Dam Upgrades, Williamsport Municipal Water Authority / Williamsport, PA

Engineer of Record for upgrading of the Heller and Youngman Dams to meet dam safety criteria. Improvements to Youngman Dam included design of vinyl sheet piles to contain the PMF to the existing spillway, modifications to the existing spillway slab drainage system; and construction of a new pedestrian bridge at the intake tower. Improvements at Heller Dam consisted of repairs to the spillway slab, a new valve house on the intake tower, and new pedestrian bridge. Improvements at Mosquito Creek Dam consisted of design of new low level release valve and access vault. Also performed annual PADEP inspections at the dams over several years.

Pennsylvania Department of Conservation and Natural Resources, Dam Evaluations Open-End Contracts / Multiple Locations, PA

Engineer of Record for the rehabilitation of historic gate house tower, providing a new reinforced concrete interior, providing structural integrity and stability to the 80-year old structure, while maintaining the structure's historic exterior. In addition, new sluice gates, electric operators, electric service were also included. Structural Engineer for risk evaluation of spillway stability for George B. Stevenson Dam, a 166-ft high multi-use reservoir project, focusing on the stability/adequacy of the spillway flip bucket, chute slabs, ogee weir, and approach channel for the PMF design flood.

Delaware Department of Transportation (DelDOT), Dam Preservation Services / Multiple Locations in Delaware

Structural Engineer responsible for design of replacement slide gates at Records Pond Dam. The replacement gates have been incorporated into the upgrading design, which was started by Schnabel under a previous contract with DNREC. The dam upgrading consists of an anchored sheetpile wall installed on the downstream slope to prevent an overtopping failure of the embankment during the spillway design flood. DelDOT issued Schnabel a task order to provide design, permitting and construction phase services for this project under our five-year IDIQ. Most of the projects are co-owned by the DelDOT and the Delaware Department of Natural Resources and Environmental Control, Division of Fish and Wildlife. All of the dams are operated by the Division of Fish and Wildlife and many are similar in size and configuration to the FWS inventory dams.

Melinda L. Dirdal, PE

STRUCTURAL ENGINEER



EXPERTISE

Civil Engineering

EDUCATION

Master of Science, Civil Engineering,
Villanova University

Bachelor of Science, Civil Engineering,
Temple University

REGISTRATIONS

Professional Engineer / DE, PA

AFFILIATIONS

ASDSO, USSD, PSPE

YEARS WITH SCHNABEL/TOTAL

11/11

Melinda Dirdal is a skilled dam engineer with 11 years of experience in all aspects of dam engineering, including structural, hydrologic, hydraulic, and geotechnical engineering. She developed or reviewed dam assessment and alternatives reports for over 50 dams and has inspected more than 100 dams. Melinda has performed hydraulic and structural analysis and design of reinforced concrete hydraulic structures. She also has experience in hydraulic and hydrologic modeling; computer modeling of seepage and slope stability; evaluation of erosion potential; and geotechnical instrumentation. Melinda is an active member of the United States Society on Dams (USSD), where she serves as a Young Professional Advisor to the board, and Pennsylvania Society of Professional Engineers (PSPE). She also enjoys being active in her community through tutoring and participating in community events.

RELEVANT EXPERIENCE

PA DCNR, Open-End Contracts, Dam Evaluations and Design / Multiple Locations, PA

Structural Engineer responsible for reviewing structural drawings for the gate house rehabilitation at Pymatuning Dam. The rehabilitated gate house has a new reinforced concrete interior, providing structural integrity and stability to the 80-year old structure, while maintaining the structure's historic exterior. Prepared the NPDES and E&S permit applications for George B. Stevenson Dam.

NRCS Conneautville Dam Rehabilitation / Conneautville, PA

Senior Engineer responsible for rehabilitation design of the 31-foot high dry dam. Dispersive soils were present on the dam, and previous repairs have not stopped deterioration. Proposed rehabilitation includes lime treatment of dispersive soils, realignment of the auxiliary spillway, installation of a sheetpile wall to contain flow within the auxiliary spillway, and miscellaneous modifications. Detail design is in progress.

East Branch Dam Cutoff Wall / Wilcox, PA

Project Engineer responsible for structural design of temporary structures for reinforced concrete bentonite ponds and waste areas utilized during the construction of a cutoff wall through the center of the dam.

NRCS West Virginia Dam Assessments / Morgantown, WV

Project Engineer responsible for preparing rehabilitation assessment reports for multiple NRCS dams. The reports assist NRCS in the prioritization of structures within the dam rehabilitation program. The project includes assessment reports for 56 dams in West Virginia. Performed the formal dam inspections, field assessments, verification of structure hazard classifications, and breach analyses. Developed potential rehabilitation alternatives and cost estimates.

Melinda L. Dirdal, PE

STRUCTURAL ENGINEER

Pymatuning Dam Rehabilitation / Jamestown, PA

Project Engineer responsible for reviewing structural drawings for rehabilitation of the gate house. Assisted in preparing design drawings for the dam rehabilitation, which includes rehabilitation of the gate house, outlet channel, and embankment.

Lake Oneida Dam / Butler County, PA

Designer responsible for performing hydrologic and structural calculations for the spillway of a high hazard earth dam with a maximum height of 31 feet. Various rehabilitation alternatives were evaluated and contract documents were developed for the selected alternative, which consisted of roller compacted concrete (RCC) armoring and a replacement structural spillway. An embankment drainage system was also incorporated with the RCC armoring. Took part in developing design drawings and specifications for the project. Construction was completed with limited to no reservoir drawdown due to water supply demands. Responsibilities also included reviewing submittals from the contractor during construction.

Hollymead Dam Rehabilitation Design / Albemarle County, VA

Senior Engineer responsible for reviewing structural design of a concrete riser and stilling basin.

Pickering Creek Dam Structural Analysis / Phoenixville, PA

Senior Engineer responsible for performing structural analyses on a historic ambersen dam. Analyses included STAAD modeling of the buttresses to compute principal stresses, buckling computation, analysis of corbels and slabs, and stability checks.

NRCS Hearthstone Dam Design and Construction / Augusta County, VA

Senior Engineer responsible for performing an external review of design calculations of a retrofit on a non- standard NRCS riser. Due to some errors in the original calculation, did an independent seismic stability analysis and revised the design in accordance with NRCS criteria.

Quantico MCB Dam Upgrades / Stafford County, VA

Project Engineer responsible for structural design at three dams. Structural design elements included reinforced concrete design for bridge abutments, bridge piers, parapets, and raising existing spillway sidewalls.

NRCS Mountain Run Lake and Lake Pelham Dams / Culpeper, VA

Senior Engineer responsible for structural design of labyrinth spillway, including STAAD modeling. Reviewer for structural design of reinforced concrete chute and stilling basin. Project engineer responsible for performing seismic stability analyses of both NRCS risers, including one non-standard riser. Developed rehabilitation alternatives for Mountain Run 11 so that the riser would meet seismic stability criteria. Rehabilitation options included placing fill around the existing riser or structurally modifying the footing.

Kauffman Dam / Schuylkill County, PA

Designer responsible for performing the hydraulic and structural design calculations for the spillway and stilling basin of a 573-foot long dam with a maximum height of 68 feet. Evaluated the slope stability of the earth embankment using GeoStudio's SLOPE/W software. Responsibilities also included developing construction documents for the project and reviewing submittals from the contractor during construction.

Michael P. Taylor, PE

LEAD GEOTECHNICAL ENGINEER



EXPERTISE

Geotechnical and Dam Engineering

EDUCATION

Bachelor of Science, Civil Engineering,
Clarkson University

Bachelor of Science, Geology, State
University of New York

REGISTRATIONS

Professional Engineer / NY, VT

AFFILIATIONS

ASDSO, ASCE, USSD

YEARS WITH SCHNABEL/TOTAL

2/32

Michael Taylor has 30 years of progressive experience in engineering and consulting for civil works projects to federal, municipal, industrial, contractor and private clients. His technical focus includes geotechnical and dam engineering, geo-environmental, and geological and civil engineering. Project experience includes civil and geotechnical works, heavy construction, dams and water resources, flood control, port/harbor facilities, transportation, and geo-environmental restoration. His professional experience spans many phases of project development and engineering; comprising project planning, geo-diligence, investigations, analysis, design, peer-reviews, and construction-phase services and support. His specific aspects of geotechnical and dam engineering include soil and rock mechanics, seepage, shallow and deep foundations, soil-structure interaction, geotechnical forensics, vulnerability risk assessments, peer reviews and cost-benefit evaluations.

RELEVANT EXPERIENCE

Ohio Department of Natural Resources, Lake Milton, Hargus Lake and Lake Logan Dam Improvements / Multiple Locations, OH

Lead Geotechnical Engineer for the Statewide Dam Safety Design and Construction Services with ODNR. Similar to the NYSDEC, ODNR is both the owner and regulator of state dams. Schnabel's contract currently includes risk assessment, evaluation, design and construction for the rehabilitation of three dams; Lake Milton, Hargus Lake, and Lake Logan Dams.

Cannonsville Dam FERC Part 12 Inspection / Deposit, NY

Cannonsville Reservoir is one of four water supply reservoirs in the Delaware River watershed constructed by the New York City Department of Environmental Protection (NYCDEP). The NYCDEP applied for a FERC license in 2012 for the installation of a 14.08 MW hydroelectric facility to harness the hydropower potential of conservation releases to the West Branch of the Delaware River. Schnabel was retained by NYCDEP in 2016 to perform the first FERC Part 12 Dam Safety Inspection for Cannonsville Dam. Served as a core geotechnical team member for the Potential Failure Modes Analysis workshop and is participating in the development of the Supporting Technical Information Document for the dam.

City of Kingston, Cooper Lake Dam and West Dike / Kingston, NY

Lead Geotechnical Engineer for the analyses and design for the improvements required to address spillway capacity, embankment stability, and outlet works deficiencies. Consideration of raising the normal pool up to five feet was also evaluated including a safe yield model. Design was selected based on preliminary design development and opinions of construction costs for project elements.

Michael P. Taylor, PE

LEAD GEOTECHNICAL ENGINEER

City of Albany / Albany Water Board Dam and Water Supply Projects / Albany County, NY

Lead geotechnical Engineer performing inspection of instrumentation installation along the Onesquethaw Creek slope, a steep, actively failing slope bordering multiple settling lagoons owned by the City of Albany. Responsibilities included overseeing subsurface exploration, laboratory analyses, installation of geotechnical instrumentation and slope failure risk assessment.

Tioga County Soil and Water Conservation District and New York State Department of Environmental Conservation Dam Assessments / Tioga County, NY

Senior Project Engineer for review of Engineering Assessment for Peltó Dam regulated under NYCRR Part 673 and originally designed and constructed under the pilot watershed program by the Soil Conservation Service. Technical focus included review of: Data; Dam Safety Inspection findings; Saturated Sediment Survey; Spillway Capacity, Stability, and Integrity Assessments; Embankment Stability Analyses; and Low-Level Outlet. Analyses; Priority Ranking Risk and Population at Risk Spreadsheets; and Engineering Assessment Reports.

NYCDEP, Jerome Park Reservoir / New York City, NY

Senior Geotechnical Engineer and Principal in Charge for inspections at Jerome Park Reservoir (JPR) including three aqueducts. Analyses of structural stability and integrity and reinforcement recommendations of the reservoir rim walls. Evaluation of embankment dam, conduits, gate houses, and tunnel conduits. JPR is a principal component of the new filtration plant at van Cortland and key component of the NYCDEP water supply system.

Teatown Lake Reservation Dam / Ossining, NY

Principal in Charge and Engineer of Record for dam safety inspections and maintenance of 200 ft. long embankment dam with concrete core wall. Assessment of spillway capacity and low-level outlet. Evaluation of seepage and global stability. Development of riprap repairs for overtopping protection and erosion control. Development of toe drains for collection of seepage.

NYC Office of Management and Budget, Value Engineering Services / New York City, NY

Senior Geotechnical and Dam Engineer on a Value Engineering (VE) design review team, in the discipline of dam engineering, for the repair and rehabilitation of a Gilboa Dam; an important component of the NYC water supply system. Provided comprehensive, independent review and evaluation of design and proposed construction of major rehabilitation works including dam design, spillways intake gates and outlet works, foundations, slope stabilization, and tunnels. Developed alternative designs and approaches to satisfy rehabilitation criteria and reduce project costs.

Keith S. Toombs, EIT

GEOTECHNICAL FIELD ENGINEER



EXPERTISE

Geotechnical Engineering, Dam Engineering

EDUCATION

Bachelor of Science, Civil and Environmental Engineering, University of Massachusetts

REGISTRATIONS

Engineer-in-Training / MA

CERTIFICATIONS

OSHA - Construction Safety Awareness

YEARS WITH SCHNABEL/TOTAL

2/4

Keith has extensive field experience including supervision of subsurface exploration programs, site characterization, soil and rock classification, directional drilling inspection, and bridge abutment and foundation construction observation, including minipile/micropile, drilled shaft, and driven pile installation and testing. Additional duties include organization and analysis of collected field data, modeling and interpreting slope stability analyses, drafting site plans and proposal designs, writing geotechnical reports, and technical engineering evaluations including seismic and liquefaction analyses.

RELEVANT EXPERIENCE

Rensselaer Lake Dam / Albany, NY

Geotechnical Engineer and Field Representative Engineer. Worked as a geotechnical field engineer responsible for supervision and moderate project management of the subsurface exploration and piezometer installation for the high hazard dam. Responsibilities also included management of potential artesian conditions, classification of embankment and foundation materials, management of laboratory testing, stability analyses, presentation of exploration findings, and assisting with the rehabilitation design for dam improvements.

Wilmington Dam / Wilmington, NY

Geotechnical Engineer and Field Representative Engineer. Worked as a geotechnical field engineer responsible for subsurface exploration inspection and temporary monitoring well installation along a deteriorating concrete training wall abutting a run-of-river concrete ogee dam. Responsibilities also included managing the laboratory testing program and drafting the design drawings for the construction of a new training wall and new gate design for the dam.

Mead Reservoir Dam / Plattsburgh, NY

Geotechnical Engineer. Responsibilities included an analytical review and report presentation of historic and existing design documents for the stability analysis and rehabilitation design of a high hazard embankment dam. Involved in the planning of the associated subsurface exploration, laboratory testing program, presentation of findings, and rehabilitation design.

Basic Creek Dam / Westerlo, NY

Geotechnical Engineer and Field Representative Engineer. Worked as a geotechnical field engineer for the installation of groundwater instrumentation and site classification for the embankment of Basic Creek Dam for Albany County. The project included subsurface exploration, soil and rock classification, installation of groundwater piezometers, and collection of concrete spillway cores. Using the collected field and laboratory data, embankment slope stability and concrete spillway stability analyses were performed and presented to the owner.

Keith S. Toombs, EIT

GEOTECHNICAL FIELD ENGINEER

Alcove Dam / Coeymans, NY

Geotechnical Engineer and Field Representative Engineer. Worked as a geotechnical engineer and field representative for the drilling program and installation of piezometric instrumentation on the downstream slope of the dam. Responsibilities included supervision of subsurface exploration in potential artesian conditions, soil and rock classification, installation of vibrating wire piezometers, and assisting the organization of instrumentation data collection.

Tioga County NRCS Dams / Tioga County, NY

Geotechnical Engineer. Assisted with engineering assessments for multiple flood control dams in Tioga County. Responsibilities included reviewing historical reports and design drawings, slope stability modeling and analysis, and field video inspection of principal spillways.

ODNR Milton, Hargus, and Logan Dams Improvements / Multiple locations in Ohio

Geotechnical Engineer and Field Representative Engineer. Served as a geotechnical engineer for the Phase I geotechnical explorations for three high hazard embankment dams owned by Ohio Department of Natural Resources. Responsibilities included the supervision and inspection of drilling services and installation of piezometers in sloped and level borings, classification of soil and rock samples, assigning index and strength laboratory soil testing, performing slope stability analysis based on laboratory and correlative soil parameters, presenting the field and analytical findings, and moderate project management responsibilities.

Slope Assessment / Albany County, NY

Geotechnical Engineer and Field Representative Engineer. Served as a geotechnical field engineer for the investigation and analysis of an actively eroding slope adjacent to the client's settling basins for their water treatment facility. Groundwater piezometers and a slope inclinometer were installed along the basins to monitor the progression of the slope movement, assist in modeling slope stability analyses, and provide reasonable recommendations based on risk potential. Responsibilities included inspection of exploration activities, soil classification, and slope stability modeling and analyses.

CSX Mt. Marion Siding / Saugerties and Kingston, NY

Geotechnical Field Representative Engineer. Served as the field inspector for preliminary data collection and analysis for the installation of CSX railway siding. Responsibilities included subcontractor coordination, subsurface exploration, soil and rock classification, site characterization, and adhering to railroad right-of-way constraints.

Kevin Ruswick, PE, CFM

LEAD WATER RESOURCES ENGINEER



EXPERTISE

Water Resources and Dam Engineering

EDUCATION

Master of Science, Water Resources Engineering,
University of California Berkeley

Bachelor of Science, Civil Engineering,
Northwestern University

REGISTRATIONS

Professional Engineer / IL, NY

CERTIFICATIONS

Certified Floodplain Manager

CSI - Construction Documents Technology

AFFILIATIONS

ASCE, ASDSO, ASFM

YEARS WITH SCHNABEL/TOTAL

5/24

Kevin Ruswick has experience focused on water resources and dam engineering. He provides an excellent combination of education, experience in all phases of water resources related projects, and proficiency in state-of-the art hydrologic and hydraulic (H&H) modeling. His educational background includes environmental engineering, hydrology, hydraulics, river mechanics, sediment transport, watershed management, and stream bank stabilization.

Through his experience in the consulting engineering field and working for the USACE, he has had the opportunity to apply this knowledge to real world applications. His continuing education and formal training have allowed him to stay abreast of emerging technologies in the water resources field including GIS-based hydrology and hydraulics models. He is responsible for steady-state and unsteady hydrologic and hydraulic studies, 1D and 2D dam break modeling, spillway capacity evaluations, dam safety evaluations, dam removal and rehabilitation design, emergency action plan (EAP) development, FEMA floodplain studies, river restoration design, master drainage studies, and construction observation. He has led the hydrologic and dam break modeling on more than 75 dams using HEC-RAS (unsteady flow) with more than 40 being with the new 2D capabilities of HEC-RAS. He has led the spillway capacity evaluation and design of spillway capacity improvements on more than 15 dams throughout the country. He is proficient in ArcGIS and the USACE's HEC-GeoRAS application for developing HEC-RAS geometry data sets and post processing model runs to prepare inundation maps.

RELEVANT EXPERIENCE

Loughberry Lake Dam Engineering Assessments / Saratoga Springs, NY

Kevin provided water resources and dam safety engineering services for the EA. The earthen embankment dam's original construction dates back to pre-1880 and now has a 4-lane arterial highway located along its crest. Kevin led the development of hydrologic and hydraulic analyses of the dam to ascertain its compliance with applicable spillway capacity requirements. The work included a detailed 2D dam breach hydraulic model to aid in a hazard class assessment for the dam. Kevin led the development of spillway capacity alternatives to bring the dam into regulatory compliance. While a new structural spillway alternative was initially recommended, subsequent discussions with the NYSDEC Dam Safety Section has indicated that overtopping protection may be a viable alternative to achieve regulatory compliance.

Albany Dam and Water Supply Projects / Multiple Locations in Albany County, NY

Lead H&H Engineer for the development of an engineering assessment (EA) for Alcove Reservoir, Basic Creek, Rensselaer Lake, Tivoli Lake, and Loudonville Reservoir Dams. Performed dam safety inspection and performed detailed 2D dam breach analyses to develop inundation mapping and opinions of hazard classification. Led the development of hydrologic models to assess the dams' compliance with spillway capacity criteria. On-going work includes conceptual design alternatives to increase spillway capacity at Basic Creek Dam and detailed design development for spillway

Kevin Ruswick, PE, CFM

LEAD WATER RESOURCES ENGINEER

capacity upgrades at Rensselaer Lake Dam. Kevin is also using the results of the dam breach analyses for Tivoli Lake Dam to process a hazard class reduction for that facility.

Upper and Lower Baker Dams Inundation Analysis / Concrete, WA

Senior Reviewer for the Upper and Lower Baker dam breach analyses for Puget Sound Energy. These 300-foot tall FERC-regulated concrete dams are located in series in a narrow gorge along the Baker River near the Town of Concrete, Washington. Downstream of Lower Baker Dam, Baker River converges with the Skagit River which flows to the west for 50 miles to the Skagit and Padilla Bays. While the upper portion of the breach reach includes confined river valleys, the downstream coastal portion is dominated by broad flat floodplain areas with substantial urban development as well as agricultural land protected by over 50 miles of levees. To capture the complex hydraulics, the breach analyses was performed with a geospatially integrated 2D hydraulic model using HEC-RAS 5.0.3. The model includes multiple dams within the single model geometry to allow the evaluation of cascading dam failures resulting from hypothetical failure of an upstream dam. As part of the project delivery, Kevin presented the model structure, key development components including terrain development, as well as the model results from Sunny Day and Rainy day failures of the three project dams. This forum provided valuable training for PSE staff in the development and application of the HEC-RAS 2D models.

Cannonsville Dam FERC Part 12 Inspection / Deposit, NY

Lead Water Resources Engineer for the first FERC Part 12 Dam Safety Inspection at the dam. Cannonsville Reservoir is one of four water supply reservoirs in the Delaware River watershed constructed by the New York City Department of Environmental Protection (NYCDEP). The NYCDEP applied for a FERC license in 2012 for the installation of a 14.08 MW hydroelectric facility to harness the hydropower potential of conservation releases to the West Branch of the Delaware River. Kevin is serving as a core H&H team member for the potential failure modes analysis workshop, is leading the detailed review of the EAP, and is the lead author for the supporting technical information document for the dam.

Mead Reservoir Dam / City of Plattsburgh, NY

Lead Water Resources Engineer responsible for the evaluation the dam, the primary water supply for the City of Plattsburgh. Analyses by another engineer had used the SCS unit hydrograph method and concluded that the dam had inadequate spillway capacity. Detailed engineering plans were subsequently developed for a spillway rehabilitation project but project bids came in substantially higher than anticipated. Schnabel was retained to perform a peer review and to subsequently revise the hydrologic analysis for the dam. The revised hydrologic analysis utilized the Snyder Unit Hydrograph methodology and was calibrated to a historic storm in August 2011 (Hurricane Irene). This resulted in significant reductions in peak flows during the regulatory Spillway Design Flood which were approved by the NYSDEC Dam Safety Division. The project is currently in detailed design with an estimated spillway cost savings of more than \$2 million.

Ohio Department of Natural Resources (ODNR) / Multiple Locations, OH

Lead water resources engineer analyses of three dams; Lake Logan, Hargus Lake, and Lake Milton Dam. The initial phase of the project involved a screening level risk assessment (SLRA), during which served as the expert for hydrology and hydraulics. The SLRA involved a potential failure mode analysis along with assessment of risk and consequences for each of the dams. The results of the SLRA were then used to prioritize remedial recommendations for each of the three dams. For Hargus Lake Dam, led the development of revised watershed modeling to better represent the rainfall/runoff process when compared to the conservative approach used in the previous study. The modeling was validated to observed reservoir conditions during the flood of record and also against stream-gage based methodologies. The results of the revised modeling reduced design flows to 40% of the previous study. Currently providing detailed design support for a new principal spillway, spillway chute and energy dissipation basin for Hargus Lake Dam.

Brian M. Crookston, PhD, PE

ASSISTANT WATER RESOURCES ENGINEER



EXPERTISE

Hydraulic Structure Design, Hydraulic and Hydrologic Modeling and Analyses

EDUCATION

Doctorate, Water Engineering,
Utah State University

Master of Science, Hydraulics,
Utah State University

Bachelor of Science, Civil Engineering,
Utah State University

REGISTRATIONS

Professional Engineer / PA, AL, DE, VA

AFFILIATIONS

ASCE, ASDSO, EWB, EWRI, IAHR, USSD

YEARS WITH SCHNABEL/TOTAL

6/11

Brian has 11 years of experience in research, design, and analysis of hydraulic structures including spillways, hydraulic structures, energy dissipation, flow acoustics, non-linear weirs, free-surface flows, public safety and security at dams and spillways, fish-passage, embankment failures and flooding, sedimentation, surface hydrology, and pressurized flows and pipelines, and Unmanned Aerial Vehicles.

At Schnabel, Brian is a Water Resources Discipline Coordinator and provides company-wide support in hydraulics and numerical modeling for new dams and dam rehabilitations, including three-dimensional computational fluid dynamics (CFD). Brian collaborates with national and international scientists and practicing engineers and also interfaces with a variety of private, local, state, federal, and international organizations and agencies to utilize applicable research and technologies, implement effective hydraulic structure design solutions, and facilitate education and knowledge transfer. He performs inter-office, local, national, and international technical training on hydraulics and has written over 50 technical documents comprised of academic journal articles, technical articles, book chapters, books, federal reports and design manuals, and was a contributing author for the recent International Congress on Large Dams Bulletin on Spillway Hydraulics. He has been a speaker, invited panelist, and organizer for a number of technical conferences and has participated in engineering humanitarian work in Peru. He speaks English (native) and Spanish (fluent).

RELEVANT EXPERIENCE

Mink Hollow Raw Water Intake Improvements / Kingston, NY

Hydraulic Engineer. Engineering assessment for retrofitting the existing complex gated stream diversion intake structure located upstream of the water supply reservoir. Hydraulic engineer responsible for performing the CFD modeling for this hydraulic structure, which included analyzing a range of discharges and several retrofit options. The structure included several gates, a fish ladder, a flow bypass feature, and the inlet to the water supply piping with additional gates proposed to meet project goals and requirements.

Cooper Lake Dam Rehabilitation / Kingston, NY

This project includes raising the main dam embankment six feet, constructing a new water supply intake tower and piping, and replacing the existing spillway with a new spillway, conduit, and stilling basin. Hydraulic engineer to provide support for the hydraulic design of this project, including any CFD modeling of structure behavior and flow fields that may be required by the design team.

North Fork Dam Asheville / North Fork, NC

Rehabilitation of North Fork Dam will provide additional spillway capacity to meet dam safety regulations. Numerical modeling was invaluable in refining the design that included bridge piers, a converging chute, transitions, wave reflections and standing waves, and the flip bucket at the bottom of the chute.

Brian M. Crookston, PhD, PE

ASSISTANT WATER RESOURCES ENGINEER

Delaware Department of Transportation (DelDOT), Dam Preservation Services / Multiple Locations in Delaware

Assistant Project Manager and Project Engineer responsible for performing hydrologic and hydraulic analyses and develop inundation mapping for 39 state-owned dams. Most of the projects are co-owned by the DelDOT and the Delaware Department of Natural Resources and Environmental Control, Division of Fish and Wildlife. All of the dams are operated by the Division of Fish and Wildlife and many are similar in size and configuration to the FWS inventory dams. Modeling includes 2- and 3-dimensional CFD modeling of rivers, floodplains, and complex spillways that include bridges.

Lake Ogletree Dam / Alabama

Rehabilitation includes a large, 19-ft tall multi-level labyrinth spillway and a saddle area designed for overtopping. Brian's role was CFD modeler and hydraulic engineer and assisted with the design of the spillway, chute, basin, and natural channel transition. In addition, Brian worked with Belgium researchers to further the current practices by developing a new inexpensive crest modification that passes the spillway design storm but addresses potential nappe oscillations for base-flow conditions.

West Fork Eno River Reservoir Enlargement / Hillsborough, NC

This project included rehabilitation of the existing auxiliary spillway for a water supply reservoir, which includes a 10-ft raise of normal pool elevation. Brian's role was hydraulic engineer and modeler, and he performed hydraulic design and CFD modeling for new cost-effective high efficiency Piano-key Weir and modifications to downstream lateral chute.

Hope Mills Lake Dam / Hope Mills, NC

This dam failed following recent rehabilitation. Schnabel was brought in to design a new replacement labyrinth spillway and make necessary repairs and upgrades to the dam. Brian's role was hydraulic engineer and modeler for the new spillway.

Bullock Pen Lake Dam / Crittenden, KY

Project Engineer and reviewer for hydraulic design and analysis for dam rehabilitation. This project consisted of upgrading the existing auxiliary spillway and rock chute with a new 12.5 cycle labyrinth spillway with a stepped chute and a stilling basin. The labyrinth spillway featured two crest elevations to modify the outflow hydrograph for low-frequency storm events. This project is ongoing.

Elizabeth M. Isenstein, EIT

WATER RESOURCES ENGINEER

EXPERTISE

Water Resources and Dam Engineering

EDUCATION

Master of Science, Water Resources
Environmental Engineering, University
of Massachusetts at Amherst

Bachelor of Science, Engineering, Smith College

REGISTRATIONS

Engineer in Training / MA

AFFILIATIONS

ASCE

YEARS WITH SCHNABEL/TOTAL

1/1

Elizabeth Isenstein is a Staff Engineer with experience in water resources, climate change, hydrologic modelling, optimization, risk management and stormwater management.

RELEVANT EXPERIENCE

Vermont Department of Environmental Conservation Winooski River Dams Break Analysis and Inundation Mapping / Multiple Dams in Vermont

Water Resources Engineer for the analysis of two dams in Vermont; East Barre and Wrightsville. Services included a review of previous hydrologic and hydraulic studies, field reconnaissance including East Barre and Wrightsville dam inspections and review of bridges and dams in the downstream floodplain, development and calibration of a HEC-HMS hydrologic model, development of a 2D HEC-RAS hydraulic model, dam breach analyses under rainy day and sunny day scenarios, and inundation mapping.

Detailed Design Dam Rehabilitation Rensselaer Lake / Albany, NY

Water Resources Engineer for the analysis of Rensselaer Lake Dam in Albany, New York. Services include development of a 2D HEC-RAS hydraulic model, analysis of Dam overtopping protection, and evaluation of auxiliary spillway alternatives.

Scott A. Raschke, PhD, PE

RISK ANALYSIS



EXPERTISE

Geotechnical Engineering

EDUCATION

Doctorate, Geotechnical Engineering,
University of Michigan

Master of Science in Civil Engineering,
Geo-environmental Engineering,
University of Toledo

Bachelor of Science in Civil Engineering,
Civil Engineering, University of Toledo

REGISTRATIONS

Professional Engineer / PA

CERTIFICATIONS

FOPP: ASFE

AFFILIATIONS

ASCE, ASEE, ASDSO

YEARS WITH SCHNABEL/TOTAL

10/28

Dr. Scott Raschke has a career spanning civil engineering, consulting and academics, with an emphasis on geotechnical and geo-material applications. He has been involved with formal risk assessments for several dam and levee projects, performed risk-based probabilistic assessments of dams, and is currently steering an ad-hoc Schnabel committee which is focused on development and implementation of sound procedures for risk- and reliability-based assessment and design for geotechnical, dam, and levee evaluations.

RELEVANT EXPERIENCE

Round Valley Reservoir Structures Refurbishment and Resource Preservation Project / Clinton, NJ

Project Manager. Project includes the design and construction administration for this rehabilitation of this 55 billion gallon pumped storage reservoir that is part of a system supplying raw water to more than 1.5 million residents of central New Jersey and is a significant regional recreational resource. The reservoir is impounded by three earth embankments; all three rank among the top 10 highest dams in the state (the largest, South Dam, is 180-ft high). Contract includes site explorations, borrow investigations and evaluation, planning, schematic and final design, permitting, construction services, and project risk evaluation and management for the rehabilitation of all three dams. Also include rehabilitation of ancillary infrastructure, including: building and security improvements; two intake towers; and dredging of tower intakes to restore gate functionality.

George B. Stevenson Dam Rehabilitation / Cameron, County, PA

Lead Geotechnical Engineer for developing and overseeing a \$1 million multifaceted geotechnical investigation and instrumentation program required for this rehabilitation evaluation. The site characterization formed the basis of both preliminary and final rehabilitation designs for a 166-ft high, 1,665-ft long, zoned earth embankment dam with concerns related to seepage, heave and inadequate filters. Participated in risk analysis and evaluation (through expert elicitation) of PFMs related to heave and unfiltered seepage at the downstream toe. Through this process, heave failure (having found to not be credible), saved \$10 million from prior recommended program. Final rehabilitation consisted of a relatively simple 40-ft deep foundation filter trench as the only required risk reduction measure.

USACE Louisville District, IDIQ AE Services in Support of the Risk Management Center on Dam and Levee Safety / Nationwide

Program/Project Manager and Expert Reviewer responsible for providing services on two successive five-year IDIQ contracts in support of the USACE Risk Management Center (RMC) on Dam and Levee Safety. Services included dam and levee safety engineering; risk analysis services; and technical review services including Type II Independent External Peer Reviews (IEPRs)/Safety Assurance Reviews (SARs). IEPRs/SARs are provided in support of services associated with Section 2035 of the Water

Scott A. Raschke, PhD, PE

RISK ANALYSIS

Resource Development Act (WRDA) 2007, which requires Type II IEPRs for the design and construction of all major hurricane, storm damage, and flood damage reduction projects with potential life safety concerns. Developed project scopes of work; negotiated contracts with USACE; developed Quality Control Plans; formed Expert Review Panels; and managed the execution of as many as six simultaneous Task Orders.

USACE Louisville District, IEPR/SAR for Rough River Dam / Falls of Rough, KY

Project Manager for the Type II Independent External Peer Review (IEPR) team for the design of seepage barrier improvements at the Rough River Dam. As part of the IEPR, Schnabel has provided technical review during several phases of the project. For each project phase, independent technical review focused on evaluation of the risk associated with each phase of the project. During the initial evaluation of the project, the IEPR team's review suggested a compelling need for the cutoff at Rough River Dam and strong need to complete the work as expeditiously as possible to reduce short term risk associated with several existing potential failure modes (PFMs). These conclusions and recommendations were summarized in memoranda, which aligned with the USACE PDT and vertical team's concerns. These recommendations resulted in successful request of the Assistant Secretary of the Army (ASA) to fund design and construction of the complete cutoff within a very short time frame.

Inland Lake Dam / Birmingham, AL

Lead Geotechnical Engineer for probabilistic slope stability and seepage analysis of this 190-ft high zoned earth/rock fill embankment dam for a risk evaluation using PFMA expert elicitation. Based on a review of recent and historical data, including test borings, laboratory and field testing, and data from instrumentation, developed probability distributions for engineering parameters required for seepage and slope stability evaluation using Monte Carlo techniques.

USACE Kansas City District, Turkey Creek Restored Channel Project / Kansas City, MO

Project Manager. Type II IEPR/SAR for the Turkey Creek Restored Channel Project which is the last phase of a larger flood damage reduction project intended to reduce the risk of flooding during a one-percent (1%) storm event. The Turkey Creek Channel consist of the following features: tunnel, trapezoidal and benched channel, levee, environmental enhancement, walled channel, restored channel, two railroad bridge relocations, and two auto bridge relocations. The Restored Channel (Phase 8) includes 700 feet of flood/retaining walls, 1,700 feet of levees/berms, bank protection, flood warning system at the Mill Street Bridge, and channel modifications along and under Interstate I-35 and a railroad bridge. Peer review included design, construction, and operation maintenance, repair, replacement and rehabilitation (OMRR&R) project phases.

Sharon L. Krock, PWS

WETLAND SPECIALIST



EXPERTISE

Wetland Delineation, Plant Community Ecology, Permitting, Mitigation Design and Monitoring, and Erosion and Sedimentation Control

EDUCATION

Master of Science, Biology, Clarion University of Pennsylvania

Bachelor of Science, Biology, Lebanon Valley College

REGISTRATIONS

Professional Wetland Scientist

CERTIFICATIONS

OSHA: Hazardous Waste Operations and Emergency Response (HAZWOPER)

AFFILIATIONS

SWS, SWEP, SAME

YEARS WITH SCHNABEL/TOTAL

17/19

Sharon Krock has experience permitting projects throughout the eastern and southern United States. She is experienced in ecology, plant taxonomy, and community dynamics. She performs wetland delineations, coordinates permitting requirements with the U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), state environmental agencies, historic preservation offices, and conservation districts. Sharon provides consulting services to the design engineers to avoid and/or minimize wetland and water impacts. Sharon prepares wetland permits necessary to authorize unavoidable impacts to wetlands or waters associated with dam repairs/rehabilitations, utility lines, and new development. She develops environmental assessments and the environmental portions of dam permit applications. Acting as a liaison between regulatory agencies and her clients, Sharon is instrumental in alternative analyses, assisting in developing environmental impact statements, and assessing potential impacts to existing habitats. When mitigation is required for unavoidable impacts, Sharon works with a team of engineers to design mitigation plans for expanded and created wetlands, stream relocations and planting plans to restore disturbed wetland and water habitats.

Sharon previously worked as an environmental compliance ecologist enforcing state and federal erosion and sedimentation control standards. She supervised erosion control at bridge and road construction, wetland restoration, and stream-bank stabilization projects.

RELEVANT EXPERIENCE

Alcove Gate Rehabilitation and Repair / Alcove, NY

Senior Wetland Scientist. Provided environmental permitting for the rehabilitation of the gates at the Alcove Reservoir. Compiled a joint permit application to authorize impacts to waters and coordinated with USACE, New York State Historic Preservation Office, New York State Department of Environmental Conservation, and then New York Natural Heritage Program.

NRCS Conneautville Dam Rehabilitation / Conneautville, PA

Senior Wetland Scientist. Delineated wetlands at the site of the dry dam proposed for rehabilitation. Recorded findings in a wetland delineation report and completed an environmental assessment of the potential impacts to aquatic habitats due to the proposed rehabilitation of the dam. Coordinated with NRCS, USACE, PADEP, Pennsylvania Historic and Museum Commission to authorize the project to proceed.

Round Valley Reservoir Structures Refurbishment and Resource Preservation Project / Clinton, NJ

Senior Scientist providing permitting oversight and review. The reservoir is impounded by three earth embankment dams; all three rank among the top 10 highest dams in the state. Managed and reviewed deliverables from the environmental permitting sub consultant providing the permitting services for all

Sharon L. Krock, PWS

WETLAND SPECIALIST

phases of the project. Contract includes site explorations, borrow investigations and evaluation, planning, schematic and final design, permitting, construction administration services, and project risk evaluation and management for the rehabilitation of all three embankment dams.

South Branch Conewago Creek Dam / New Oxford, PA

Senior Wetland Scientist. Provided permitting for the replacement of this run-of-river dam just downstream of the existing dam. Coordinated with the USFWS and the PA Fish and Boat Commission to design for fish passage.

Lake Pymatuning Dam Rehabilitation / Jamestown, PA

Senior Scientist providing wetland services throughout this dam rehabilitation project for the PA Department of Conservation and Natural Resources. Delineated wetlands/waters at the site and successfully permitted the impacts associated with the rehabilitation of the historic control tower and the repairs to the downstream toe of the dam.

PA DCNR Open-End Contracts Dam Evaluations and Design / Multiple Locations, PA

Project Scientist responsible for delineating wetlands/waters on the site and served as agency liaison between the USACE, the Pennsylvania Department of Environmental Protection, the PA Department of Conservation and Natural Resources, as well as the County Conservation District to limit the impacts to wetlands/waters and potential cultural resources to ultimately minimize permitting efforts.

Speedwell Forge Lake Dam Break and Inundation Mapping / Lititz, PA

The Pennsylvania Department of General Services (DGS) contracted with Schnabel to provide design services to rehabilitate the dam to meet PADEP spillway capacity criteria. PFBC decided to perform an emergency breach of the embankment to divert the streamflow away from the spillway that was damaged during Hurricane Irene and tropical storm Lee. Schnabel performed hydrologic and hydraulic analysis for breaching options and developed design plans for the selected breach, which consisted of a 100-foot wide breach with a 25-foot wide pilot channel. Provided wetland delineation and permitting services for both the breach design and the final design, working closely with the PFBC, PADEP, DGS, Soil Conservation District, local politicians and municipalities to address environmental and public safety concerns.

George B. Stevenson Dam Rehabilitation / Cameron County, PA

Senior Scientist for the delineated wetlands/waters on the site and served as agency coordinator between the USACE, the PA Department of Environmental Protection, the PA Department of Conservation and Natural Resources, as well as the County Conservation District to limit the impacts to wetlands/waters and potential cultural resources to ultimately minimize permitting efforts. Designed the stream relocation mitigation plan including planting plan.

Leaser Lake Dam / Lehigh County, PA

Performed the wetland delineation for the proposed rehabilitation of Leaser Lake Dam. Developed the wetland delineation report and the environmental assessment form for inclusion in the application for the dam safety permit.

Lake Oneida Dam / Butler County, PA

Project Scientist responsible for delineating the wetlands within the anticipated impact area for proposed upgrades and rehabilitation of the Lake Oneida Dam. Provided permitting services for the wetland and dam safety permit requirements.

4. Project Approach and Cost Proposal

OBJECTIVES AND SCOPE OF SERVICES

The objective of this scope of work is to prepare contract documents for the construction of the rehabilitation of Loughberry Lake Dam. This project will address various dam safety deficiencies including inadequate spillway capacity, an inoperable low-level outlet, unsatisfactory factors of safety for embankment upstream slope stability, and potential for liquefaction of the embankment and foundation soils during design-level earthquake ground motions.

The proposed work includes evaluation and selection of an alternative to bring the dam into compliance with NYSDEC regulations for required spillway capacity.

- Design of the selected spillway capacity alternative.
- Design of a new low-level outlet.
- Design of stabilization measures for the upstream embankment slope.
- Installation of open-standpipe piezometers and, as needed, design of an internal filter drain system at the embankment downstream toe to monitor, collect, and safely convey seepage.

Our proposed design phase services include the following activities:

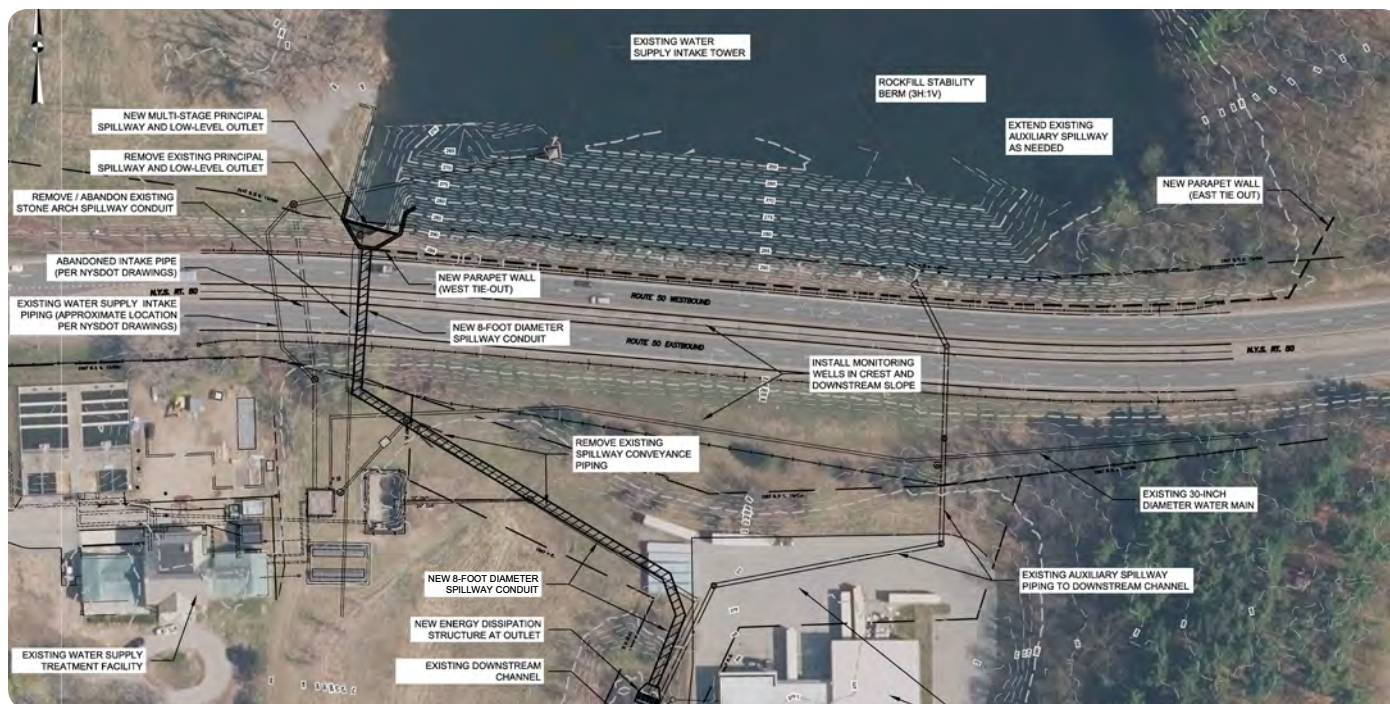
- Task 1 – Design Phase Field Explorations and Testing
- Task 2 – Preliminary Design Phase
- Task 3 – 60% Design Plans and Technical Specifications
- Task 4 – 90% Design Plans and Technical Specifications
- Task 5 – Final (100%) Design and Contract Documents
- Task 6 – Permitting
- Task 7 – Project Management, Risk Register, and Stakeholder Coordination



Loughberry Lake Principal Spillway

Schnabel will produce design plans and specifications for review and approval at the 60%, 90%, and final design stages. The final design will include development of plans and specifications suitable for permitting, bidding, and construction of the proposed modifications. This submittal process will include the application for permit for the construction, reconstruction, or repair of a dam or other impoundment structure, submitted to NYSDEC at the 90% design stage, and incorporation of their comments as well as contract documents into the final design.

Schnabel assumes that Engineers Joint Contract Documents Committee (EJCDC) contract documents will be utilized and that project specifications will follow the MasterFormat numbering system. Drawings will be prepared in AutoCAD Civil 3D (version 2014 or more recent). Drawings will be provided in both hard copy and electronic (PDF) format. The design will include applicable performance criteria; all controls and required infrastructure; demolition and/or rehabilitation of existing structures; installation of proposed structures and appurtenances; and all general, civil, structural, mechanical, and instrumentation drawings required for the complete rehabilitation project.



Rehabilitation concept plan view

TASK 1 – DESIGN PHASE FIELD EXPLORATIONS AND TESTING

The proposed design phase field exploration and testing program will include the following activities:

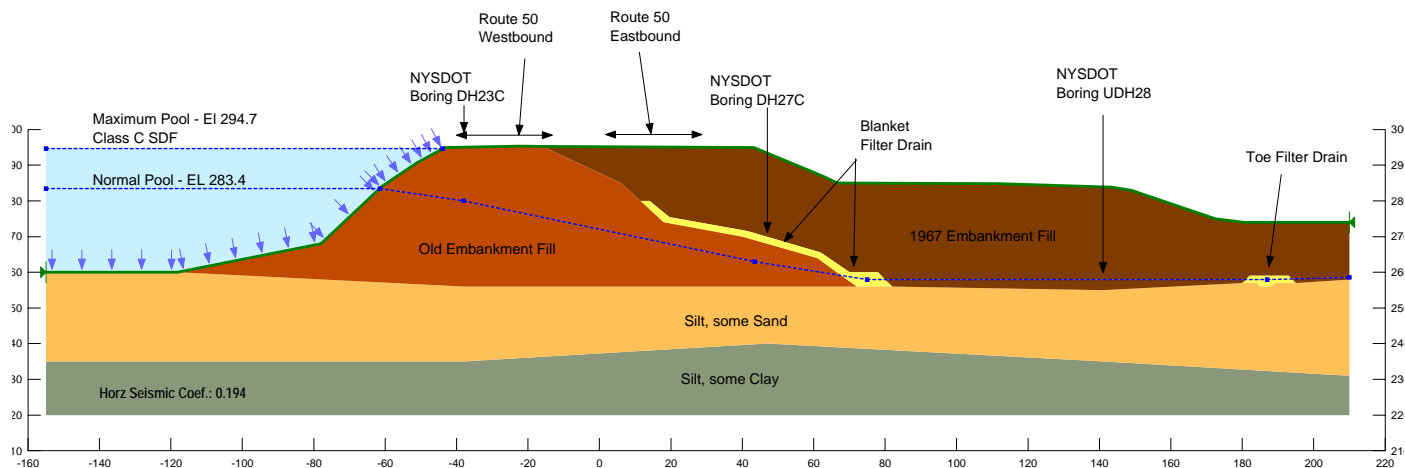
- Geotechnical subsurface exploration program
 - o Drilling test borings, anticipated as follows:
 - 2 to 3 barge-based borings from the embankment upstream toe.
 - 2 to 3 barge-based borings from the embankment upstream slope at the normal pool waterline.
 - 1 barge-based boring in the area upstream of the existing spillway.
 - 2 land-based borings from the embankment downstream bench.
 - 1 to 2 borings from the embankment downstream toe.
 - 2 to 3 borings along the proposed spillway conveyance piping alignment from the downstream toe of the embankment to the proposed stilling basin.
 - o Installation of open-standpipe piezometers in the land-based borings at the embankment downstream slope and toe.
 - o Laboratory soil index and mechanics testing of collected samples.
- Bathymetric multi-beam sonar scanning of the embankment upstream slope.

- Visual inspection of the interior of the existing “stone arch” spillway conduit.

If required, Schnabel may adjust the location and number of borings to respond to the conditions encountered, to meet evolving project data needs, and to manage budget and schedule. We have budgeted a total duration for the geotechnical subsurface exploration of 15 days (9 hrs/day). During this time activity, Schnabel will provide daily updates detailing the progress and notifying the city of any potential or real schedule delays or unique ground conditions. We have included a project contingency task that could be utilized should our subsurface exploration program exceed the allocated budget.

We have assumed that the city will survey the as-drilled location of the land-based borings following completion of the subsurface exploration program. Following completion of the subsurface exploration program, we will periodically read the new open-standpipe piezometers as required to support our analysis and design activities. Long term reading and monitoring of instrumentation by Schnabel are not included in this scope of work.

Our drilling subcontractor will contact Dig Safely New York prior to mobilizing any drilling equipment to the project site. Dig Safely will contact the appropriate public utility companies (or their contract locators) to mark their utilities on the project site. Between 48 and 72 hours are



Preliminary dam cross section from 2016 engineering assessment

typically required to clear utilities on a site. We will not be responsible for damage or disruption of utilities or other subsurface features not indicated to us in advance.

The public utility companies will not mark private utilities on a site. Private utilities include all utilities between the public utilities' metering devices and any existing facility on site; all storm and sanitary sewers on site; buried electric lines to light poles, signs, or other electrical devices; irrigation lines; etc. Location of private utilities is the responsibility of the property owner (i.e., the City of Saratoga) according to Dig Safely New York. The property owner should provide plans showing the locations of all private utilities, mark the private utilities, or arrange for a private utility locator service.

Schnabel will prepare a Geotechnical Data Report (GDR) summarizing the results of the design phase exploration and testing program. The GDR will generally include the following, subject to variations in the subsurface conditions encountered:

- Regional and site geology
- Site seismicity based on gridded data from USGS National Seismic Hazard Maps
- Soil boring logs
- SPT N-values and in situ testing results
- Subsurface stratigraphic layers as encountered at the test boring locations
- Laboratory index and mechanics testing results for soil
- Groundwater observations
- Topographic mapping and imaging plans and data from the bathymetric multi-beam sonar scanning of the upstream slope

- Photographs and video of the inspection of the interior of the stone arch spillway conduit

TASK 2 – PRELIMINARY DESIGN PHASE

Under this task, Schnabel will evaluate and select a cost-effective alternative to achieve the required spillway capacity and incorporate the findings of the field explorations to refine the remediation concept presented in the EA. During this process, the concepts will be vetted with representatives of NYSDEC and NYSDOT to identify potential complications (i.e., work zone traffic control strategies, easements, utility relocation, right of way, maintenance of traffic, etc.), clarify permitting requirements, and to get regulatory endorsement of the proposed concept. Schnabel will prepare the following preliminary design documents during this phase:

- Preliminary design drawings (15% complete), including plans, typical sections, and details for the proposed dam rehabilitation alternative.
- A preliminary construction schedule with an engineer's opinion of probable construction cost.
- A preliminary design report summarizing the results of the engineering analyses required to support the rehabilitation design.

We will provide these deliverables to the city in digital (PDF) format. Up to three hard copies will also be provided, if requested. We will meet with the city to present and discuss the preliminary design. Schnabel will prepare meeting minutes summarizing decisions reached at the meeting. Review comments received from the city will be incorporated into the 60% design plans.

This task also includes development of a risk register workshop with the key design, permitting, stakeholder, and city representatives. The risk register would be collaboratively developed at the outset of the project and updated for the city at various risk-related milestones to identify, track, and mitigate project risks related to schedule, cost, and scope.

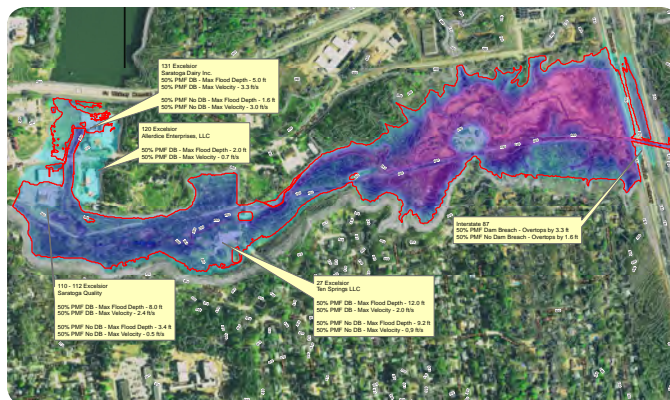
Task 3 – 60% DESIGN PLANS AND TECHNICAL SPECIFICATIONS

Based on the outcome of the preliminary design phase, Schnabel will prepare a 60% level of completion set of drawings and technical specifications with a project schedule (through construction), and an engineer's Opinion of Probable Construction Cost (OPCC). Three drawing sets in hard copy format will be provided to the city. The 60% drawing sets will include selected plans, sections, profiles, and details from the anticipated final drawing set. Review comments (if any) will be discussed during a meeting to be held either at the city's offices or at Schnabel's offices in Clifton Park. Schnabel will prepare meeting minutes summarizing decisions reached at the meeting.

The draft specifications will provide a broad overview of what will be included in the major specification sections, including items to be discussed with the city. Of particular concerns are the continuity of water supply and maintenance of traffic along Route 50 throughout the construction of the improvements. During the 60% design phase, our team will begin the development of a construction phasing plan that would allow for the cost-effective maintenance of both traffic and water supply. We anticipate incorporating performance requirements with the city for flow and water quality criteria to be incorporated into the contract documents.

Task 4 – 90% DESIGN PLANS AND TECHNICAL SPECIFICATIONS

Schnabel will prepare 90% level of completion design documents and accompanying form Supplement D 1, which is the Application for Permit for the construction, reconstruction, or repair of a dam or other impoundment structure, and present them to the city and the NYSDEC. The 90% submittal will include an engineering design report accompanied by a complete set of drawings, specifications, an updated OPCC, and project schedule. Three drawing sets in hard copy format will be provided to the city and a fourth will be provided to NYSDEC for their review. Review comments (if any) will be discussed during a meeting to be held either at the city's offices or at NYSDEC offices in Albany. Schnabel will prepare meeting minutes summarizing decisions reached at the meeting.



Loughberry Lake rainy day dam breach inundation map

Task 5 – FINAL (100%) DESIGN AND CONTRACT DOCUMENTS

Schnabel will prepare and submit the final (100% level of completion) design and contract documents sufficient for bidding. These will include the final drawings, technical specifications, engineering design report, an updated OPCC, and project schedule.

Task 6 – PERMITTING

The permit submittal process will include the application for permit for the construction, reconstruction, or repair of a dam or other impoundment structure, submitted to NYSDEC. Schnabel will also complete and file the Joint Application to the NYSDEC and USACE for permits/determinations to undertake activities affecting streams, waterways, waterbodies, and wetlands in order to obtain the necessary permits. A wetland delineation will be performed that will identify potentially impacted areas within the limits of the proposed project, including the dam embankment and downstream areas, as well as in the vicinity of the proposed auxiliary spillway. We will delineate the limits of the wetlands in the field, if any, using hand-held GPS hardware, or through coordination with the city's survey department.

We anticipate the following permitting activities will be required:

- NYSDEC – Section 401 of the Clean Water Act, a 401 Water Quality Certificate, Protection of Waters, and Excavation & Fill.
- NYSDEC – Joint Application Supplement D-1 for the construction, reconstruction, or repair of a dam or other impoundment structure.

- NYSDEC – SPDES General Permit (0-10-001) for stormwater discharge from construction activities, including an approved Stormwater Pollution Prevention Plan (SWPPP).
- SEQRA Review – New York State’s Environmental Quality Review Act (SEQRA – ECL Article 8 [6NYCRR Part 617]) requires an environmental assessment form (EAF) or environmental impact statement (EIS) for certain local and state government actions, such as permit issuance and project approval. Documentation that shows SEQRA is satisfied is required to be included in the Joint Application for Permit. Schnabel will assist the city in making an appropriate project classification and, if required, the city will act as lead agency. This task assumes that a short form EAF may be required, if necessary, and the city, as lead agency, will use the information in the short EAF to make a SEQRA determination. Completion of a long form EIS is not anticipated and is excluded from this task. This task also does not include Phase II surveys for threatened and endangered species or historic and cultural resources or wetland mitigation design.
- SHPA Review – New York State’s Historic Preservation Act (SHPA) requires review of any project that involves a state action (including permitting and funding). Compliance with SHPA is generally handled as part of the SEQRA review process.
- USACE – Section 404 of the Clean Water Act and Section 10 of Rivers and Harbors Act of 1899. We assume that the dam repair falls under a Nationwide Permit #3, Maintenance and therefore an individual Section 404 permit is not required. It is also assumed that this action will require a Preconstruction Notification (PCN).
- NYS DOT – NYS DOT permitting requirements will vary considerably based on the selected alternative. For example, if roadwork is limited to the highway shoulders, advance warning signs along with off-peak lane closures will generally be allowed utilizing standard work zone signage. If open cutting of the road/embankment is required, a detailed traffic analysis may be needed to determine impacts and traffic mitigation strategies, such as off-peak, non-summer work. Schnabel will determine the NYSDOT highway permit requirements for the various project alternatives being considered and will facilitate direct dialogue with the NYSDOT Region One Highway Work Permit Engineer. During the development of the project we will initiate the highway work permit application process via an introductory letter to the NYSDOT Permit Engineer and determine the NYSDOT requirements for the selected alternative. Upon receipt of NYSDOT conceptual approval, complete the final permit application for NYSDOT final approval.

TASK 7 – PROJECT MANAGEMENT, RISK REGISTER, AND STAKEHOLDER COORDINATION

This task is set aside for ongoing client, subcontractor, and regulatory management and coordination activities. This includes attendance at project progress meetings and updating project schedules and budgets.

Schnabel will attend up to three meetings with NYSDEC and NYSDOT representatives to discuss project funding opportunities, ownership of the dam, the findings of the hydrologic and hydraulic modeling for the spillway design flood, and the potential for overtopping of Route 50 during extreme weather events. Following the meetings, Schnabel will prepare meeting minutes documenting the discussions and conclusions from the meetings.

PROJECT SCHEDULE

Schnabel shall prepare and initiate this work in June 2018 and execute the tasks in accordance with the tentative schedule outline in the RFP.

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. This work does not include:

- Permitting Fees
- Permitting activities in addition to the scope identified
- Phase II surveys for threatened or endangered species or historical or cultural resources
- Wetland mitigation design
- Special Public or Committee Meetings outside of City Council Meetings
- Bid Phase Services
- Construction Phase Services
- Updates to the Emergency Action Plan or Inspection and Maintenance Manual

A separate scope of work will be submitted to the city for the future bid and construction phase services.

SCHNABEL COST PROPOSAL

Our proposed fee for completing this scope of work is \$789,970, inclusive of all subcontractor fees and expenses. Below is our detailed labor estimate broken down by task and by staff. The employees identified in this table will be those who work on your project. On the following pages are copies of the fee estimates from our driller and bathymetric subcontractors. Insurance certificates for our subcontractors are provided in Section 5.

Personnel	Hourly Rates	Task 01 - Field Explorations, Testing, and Data Report	Task 02 - Preliminary Design Phase	Task 03 - 60% Design Submittal	Task 04 - 90% Design Submittal	Task 05 - Final (100%) Design Submittal	Task 06 - Permitting	Task 07 - Project Management and Stakeholder Coordination	Total Personnel Hours	Total Fee
Total Schnabel Labor Hours		332	612	913	977	383	305	94	3615	
Principal										
Gregory Daviero, PhD, PE	250	22	22	22	9	9	26	18	128	\$ 31,900
Michael Taylor, PE		29	18	18	24	13	9		110	\$ 27,500
John Harrison, PE		18	18	44	26	24			130	\$ 32,450
Scott Raschke, PhD, PE			22	2					24	\$ 6,050
Gregory Paxson, PE		2	9	13	18	9			51	\$ 12,650
Senior Associate										
Kevin Ruswick, PE, CFM	230		97	18	20	18			152	\$ 34,914
Associate										
Sharon Krock, PWS, F.SAME	200		9			7	162		177	\$ 35,420
Senior Engineer										
Brian Toombs, PE	175	79	40	77	70	26	18	66	376	\$ 65,835
Melinda Dirdal, PE		26	66	176	253	66	4	10	602	\$ 105,298
Brian Crookston, PhD, PE			44	44	37	18			143	\$ 25,025
Senior Staff Engineer										
Keith Toombs, EIT (Office Labor)	135	156	136	363	352	130	79		1217	\$ 164,241
Keith Toombs, EIT (Field Labor)		180							180	\$ 24,354
Staff Engineer										
Liz Eisenstein, EIT	115		132	136	150	57			475	\$ 54,648
Clerical/Admin	82				18	7	7		31	\$ 2,526
Total Schnabel Labor Fee		\$ 81,521	\$ 105,798	\$ 145,464	\$ 153,111	\$ 63,010	\$ 56,223	\$ 17,683		
Expenses		\$ 2,850	\$ 860				\$ 1,630			\$ 5,340
Laboratory Testing		\$ 20,000								\$ 20,000
Subcontractors/Subconsultants										
Subcontractor - Drilling		\$ 75,390								\$ 75,390
Subcontractor - Bathymetry		\$ 18,980								\$ 18,980
Subconsultant - Transportation			\$ 6,330	\$ 12,650	\$ 9,490	\$ 6,330	\$ 12,650			\$ 47,450
TOTAL FEE		\$ 198,741	\$ 112,988	\$ 158,114	\$ 162,601	\$ 69,340	\$ 70,503	\$ 17,683		\$ 789,970

Drilling Services
Loughberry Lake Dam
Saratoga Springs, New York
Proposal No. P18351
April 25, 2018



Item	Estimated Quantity	Unit	Unit Price	Unit Total
Drill eight (8) borings to depths between 15 feet and 60 feet deep using hollow stem augers with continuous split spoon sampling. In three (3) of the borings install standpipe piezometers. Provide traffic control for single lane closure during drilling of one (1) boring.				
NYSDOT Highway Work Permit	1	lump sum	\$ 150.00	\$ 150.00
Mobilization and Demobilization	1	lump sum	\$ 1,250.00	\$ 1,250.00
4 1/4-inch ID hollow stem auger drilling	260	linear feet	\$ 26.00	\$ 6,760.00
2-inch diameter split spoon sampling	132	each	\$ 24.00	\$ 3,168.00
Shelby tube sampling	8	attempt	\$ 125.00	\$ 1,000.00
HQ coring		linear feet	\$ 75.00	\$ -
Grout backfill of borehole	150	linear feet	\$ 12.00	\$ 1,800.00
2-inch diameter PVC well installed	110	linear feet	\$ 22.00	\$ 2,420.00
Stickup protective cover installed	3	each	\$ 275.00	\$ 825.00
Per diem	7	day	\$ 250.00	\$ 1,750.00
Nondrilling time (clearing, moving, standby, etc.)	16	hour	\$ 225.00	\$ 3,600.00
MPT - single lane closure	2	day	\$ 2,525.00	\$ 5,050.00
Subtotal - land based borings				\$ 27,773.00
Drill three (3) borings to approximately 40 feet below mudline and three (3) borings to approximately 30 feet below mudline by drive and wash 4-inch flush joint casing with continuous split spoon samples.				
Mobilization and demobilization - variable reach forklift	2	lump sum	\$ 460.00	\$ 920.00
Variable reach forklift to launch and retrieve portable equipment	2	day	\$ 1,225.00	\$ 2,450.00
Mobilization and demobilization - rig and crew	1	lump sum	\$ 900.00	\$ 900.00
Float and portable drill rig for in-water borings	11	day	\$ 2,100.00	\$ 23,100.00
Grout backfill of borehole	210	linear feet	\$ 8.00	\$ 1,680.00
Per diem	11	day	\$ 250.00	\$ 2,750.00
Subtotal - water based borings				\$ 31,800.00
Estimated project total				\$ 59,573.00

Notes:

1. Assumes that Prevailing Wage Rates do NOT apply.
2. Sales tax will be applied unless appropriate documentation is provided demonstrating that work is exempt from tax.
3. Parratt-Wolff will contact Dig Safely New York (Dig Safely) to clear underground facilities at the site prior to initiating the drilling program, however please note the following:

Dig Safely will only coordinate the clearance of underground facilities for those companies subscribing to the service. Parratt-Wolff will not take responsibility for locating underground facilities operated by organizations that do not belong to Dig Safely or for any damage that may occur to these utilities if they are not located.

Utility companies will generally only clear utilities located on public property or in a utility right-of-way. Service lines are privately owned and their mark-out will be the responsibility of the property owner. Parratt-Wolff will not take responsibility for damage to privately owned utilities/services that have not been properly cleared or marked.

Parratt-Wolff, Inc.
P.O. Box 56, 5879 Fisher Road
East Syracuse, New York 13057
(800) 782-7260

Saratoga Springs, NY - Loughberry Lake Dam - P18351 - 042518.xlsx



179 River Street, Troy, New York 12180
(518) 270-1620/Fax (518) 270-1672

April 26, 2018

Brian P. Toombs, PE
Senior Engineer
28 Corporate Drive, Suite 104
Clifton Park, NY 12065

**RE: Bathymetric Mapping Proposal
Loughberry Lake, Saratoga Springs NY**

Dear Brian,

H2H Associates, LLC (H2H) is pleased to provide this proposal for bathymetric mapping services for the above referenced project, the details of which were provided during email correspondence on April 25th.

Project Understanding

We understand that as part of your geophysical investigation effort a hydrographic survey is necessary to map the lake bottom conditions of in the southern end of Loughberry Lake, a reservoir for the City of Saratoga Springs, NY. A map delineating these areas is included in this proposal.

H2H proposes that the hydrographic survey of the lake be collected using The Teledyne Oceanscience Z-boat 1800-RP Remote Control Survey Boat. The electric-battery powered, fully automated 6 ft long ROV is completely fitted with the following survey equipment:

Teledyne Odom MB2 Multibeam w/.RTA
Teledyne Odom SVP70 Sound Velocity Profiler
SBG Systems Ekinox-A Motion Sensor
Trimble SPS461 GPS / Heading Receiver
Internal PC w./ Hypack / Hysweep

The multibeam bathymetric data generated by the equipment will completely cover the lake bottom in areas that are navigable by the Z-boat (Depth > 0.8 m). Resulting mapping will be generated for the survey areas using AutoCAD software. Hydrographic survey information will be delivered as contours on a plan view map of the area, as a DTM, and as raw point cloud data.

Assumptions

1. The survey work will not be performed by a licensed surveyor.
2. Survey area is accessible and navigable with proposed equipment.
3. All survey points, CAD files and mapping generated will be provided in a coordinate system consistent with existing base mapping.

Cost and Schedule

The cost to survey the area, delimited, will not exceed \$10,000. This includes all costs incurred to perform field work and generate deliverables. We expect field work to take not more than 1-2 days. Mapping will be delivered within 3 weeks of survey effort. Field work will commence in accordance with a schedule coordinated between Schnabel and H2H during summer 2018.

5. Forms



Non-Collusive Bidding Certification

Section §139(d) State Finance Law

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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

Signature:  Print Name: Gregory Daviero, PhD, PE

Title: Senior Vice President Date: 6-12-18

Company: Schnabel Engineering of New York Address: 28 Corporate Drive, Suite 104, Clifton Park, NY 12065

Subscribed to under penalty of perjury under the laws of the State of New York, this 12 day of June, 2018 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

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

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

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


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

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- The Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

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

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

Signature:  Printed name: Gregory Daviero, PhD, PE

Title: Senior Vice President Date: 6-12-18

Company Name: Schnabel Engineering of New York

Company Address: 28 Corporate Drive, Suite 104, Clifton Park, NY 12065



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

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

City Project Number: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: Schnabel Engineering of New York
 Company Address: 28 Corporate Drive, Suite 104, Clifton Park, NY 12065
 Company Telephone No.: 518-348-8575 Company Fax No.: _____
 Consultant Primary Contact for This Project: Gregory Daviero, PhD, PE Title: Senior Vice President

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

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

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

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

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

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

administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

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

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

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

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

Consultant Signature:  **Date:** 6-12-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2018

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

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

PRODUCER Scott Insurance (Rich) 1700 Bayberry Court Ste. 200 Richmond VA 23226	CONTACT NAME: Erika Cox	
	PHONE (A/C. No. Ext): 804-591-4969	FAX (A/C. No):
	E-MAIL ADDRESS: ecox@scottins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Valley Forge Insurance Company (A)	20508
	INSURER B: Continental Casualty Company (A)	20443
	INSURER C: American Casualty Company of Reading,	20427
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED SCHNA-1
Schnabel-Lachel Engineering, P.C.
dba Schnabel Engineering of New York
28 Corporate Dr., #104
Clifton Park NY 12065

COVERAGES**CERTIFICATE NUMBER:** 432255964**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6018601512	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6018601526	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6018601557	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6018601543	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WV Broad Form ENDT E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater			6018601512	7/1/2017	7/1/2018	Rented Equip/deductib 75,000/1,000
B	Professional Liability			AEH591906042	1/1/2018	1/1/2019	Per claim 1,000,000
	\$200,000 retention						Annual Aggregate 1,000,000

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

Umbrella Policy applies over General Liability, Auto Liability and Employers Liability. General Liability does not exclude xcu coverages. Workers Compensation applies in VA, GA, NC, MD, SC, PA, MD, NJ, NV, TX, NY, TN, KY, WV and DC; and all other states except ND, OH, WA and WY. Workers Compensation Policy includes USL&H coverage. Coverages provided by Owner or Contractor Controlled Programs are excluded from policies referenced herein.

IF REQUIRED BY WRITTEN CONTRACT, the following provisions apply to General Liability, Auto Liability, Workers Compensation and Umbrella Liability:
30-day notice of cancellation except for 10 days for nonpayment of premium
Additional Insureds on a primary, noncontributory basis for General Liability, for ongoing & completed operations for work performed by the Named Insured; & See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Scott Insurance (Rich)		NAMED INSURED Schnabel-Lachel Engineering, P.C. dba Schnabel Engineering of New York 28 Corporate Dr., #104 Clifton Park NY 12065	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

for Auto Liability & Umbrella Liability

Waiver of Subrogation in favor of Additional Insureds for General Liability, Auto Liability, Workers Compensation, Umbrella Liability and Professional Liability.

Re: RFP #2018-17 - Loughberry Lake Dam Project Professional Services

The City of Saratoga Springs is listed as additional insured with respects to General Liability on a primary and noncontributory basis.

For this project, Professional Liability limits are amended to \$1,000,000 each claim, \$2,000,000 annual aggregate.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Schnabel Engineering of New York 28 Corporate Drive, Suite 104 Clifton, NY 12065 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-348-8575 1c. NYS Unemployment Insurance Employer Registration Number of Insured 27-0922863 2 1d. Federal Employer Identification Number of Insured or Social Security Number 262918600
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	3a. Name of Insurance Carrier American Casualty Co. of Reading, PA 3b. Policy Number of Entity Listed in Box "1a" WC6018601543 3c. Policy effective period 7/1/2017 to 7/1/2018 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Erika K. Cox

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Erika K Cox

(Signature)

6/13/18

(Date)

Title: Commercial Account Analyst

Telephone Number of authorized representative or licensed agent of insurance carrier: (804) 545-2200

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

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

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



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

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

City Project Number: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: Parratt-Wolff, Inc.
 Company Address: 5879 Fisher Road, East Syracuse, NY 13057
 Company Telephone No.: 315-437-1429 Company Fax No.: 315-437-1770
 Consultant Primary Contact for This Project: Sean Pepling Title: Senior Project Manager

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.

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

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

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

administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

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

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

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

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

Sean Pepling

Digitally signed by Sean Pepling
DN: cn=Sean Pepling, o=Parratt-Wolff, Inc.,
ou, email=seanpepling@pwinc.com, c=US
Date: 2018.06.13 10:34:22 -0400

Consultant Signature: _____

Date: 13 June 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2018

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 677 Broadway 4th Floor Albany NY 12207	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Analisa Jesco</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 518-869-3535</td> <td>FAX (A/C, No): 518-869-3580</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: ANALISA_JESCO@AJG.COM</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: West American Insurance Company</td> <td style="text-align: center;">44393</td> </tr> <tr> <td>INSURER B: Ohio Casualty Insurance Company</td> <td style="text-align: center;">24074</td> </tr> <tr> <td>INSURER C: Western World Insurance Company</td> <td style="text-align: center;">13196</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER E: American Fire & Casualty</td> <td style="text-align: center;">24066</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Analisa Jesco		PHONE (A/C, No, Ext): 518-869-3535	FAX (A/C, No): 518-869-3580	E-MAIL ADDRESS: ANALISA_JESCO@AJG.COM		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: West American Insurance Company	44393	INSURER B: Ohio Casualty Insurance Company	24074	INSURER C: Western World Insurance Company	13196	INSURER D: Travelers Indemnity Company	25658	INSURER E: American Fire & Casualty	24066	INSURER F:	
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INSURER F:																					
INSURED Parratt-Wolff, Inc. 5879 Fisher Road East Syracuse NY 13057																					

COVERAGES **CERTIFICATE NUMBER: 515926362** **REVISION NUMBER:**

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

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
E	X	COMMERCIAL GENERAL LIABILITY		Y		BKA(19)58498746	5/15/2018	5/15/2019	EACH OCCURRENCE		\$ 1,000,000				
			CLAIMS-MADE						X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 300,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:														
	X	POLICY	X						PRO-JECT		LOC	GENERAL AGGREGATE		\$ 2,000,000	
		OTHER:							PRODUCTS - COMP/OP AGG		\$ 2,000,000				
											\$				
A	AUTOMOBILE LIABILITY			Y		BAW(19)58498746	5/15/2018	5/15/2019	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000				
	X	ANY AUTO							BODILY INJURY (Per person)		\$				
		OWNED AUTOS ONLY							SCHEDULED AUTOS	BODILY INJURY (Per accident)		\$			
	X	HIRED AUTOS ONLY	X						NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)		\$			
													\$		
													\$		
B	X	UMBRELLA LIAB		X	OCCUR	Y		USO(19)58498746	5/15/2018	5/15/2019	EACH OCCURRENCE		\$ 5,000,000		
		EXCESS LIAB			CLAIMS-MADE						AGGREGATE		\$ 5,000,000		
		DED	X	RETENTION \$ 10,000									\$		
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N N	N / A	XWW(19)58498746 - NY Coverage XWO(19)58498850 - All Other States	5/15/2018 5/15/2018	5/15/2019 5/15/2019	X PER STATUTE		OTH-ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT			\$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000			
									E.L. DISEASE - POLICY LIMIT			\$ 1,000,000			
C D	Pollution/Professional Liability Excess Liability (excess of pol.USO(19)58498746)					EVP1001142-00 ZUP-81M31406-18-NF	5/15/2018 5/15/2018	5/15/2019 5/15/2019	Limit (Each/Aggr) 5,000,000		6000000/10000000 Excess of 5000000 underlying				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability Additional Insured Status Granted per Form CG8584(04/13) Completed Operations per form CG8583(04/13) Auto Additional Insure: CA 88 10 (01/10) Pollution/Professional per form: AWW-ECC 0310 0714 Automatic Additional Insured - Owners, Lessees, or Contractors, AWW-ECC 0373 0814
 Additional Insured - Owners, Lessees or Contractors - Completed Operations
 RE: RFP 2018-17 Loughberry Lake Dam Project Professional Services
 Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply. A waiver of subrogation applies in favor of Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents under each of the policies. This policy is primary and a non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additionally insured's. *A 30 day written notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

Schnabel Engineering of New York
 28 Corporate Drive Clifton Park, NY 12065
 and its client 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



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

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

City Project Number: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: H2H Associates LLC
 Company Address: 179 River Street, Troy, NY 12180
 Company Telephone No.: 518-270-1620 Company Fax No.: 518-270-1672
 Consultant Primary Contact for This Project: Richard Hisert Title: Principal

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

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

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

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

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

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

administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

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

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

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

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

Consultant Signature:  Date: 6/13/18



H2HASS2

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2018

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

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

PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray		CONTACT NAME: Cathy OKeefe PHONE (A/C, No, Ext): 518-456-6688 FAX (A/C, No): 518-456-1605 E-MAIL ADDRESS: cathy@murraygrp.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great Divide Insurance Co	
		INSURER B: Utica National Insurance Group	
		INSURER C: Liberty Mutual Insurance	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	ECP2025264-10	01/23/2018	01/23/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY	X	X	5074134	10/26/2017	10/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	FFX2025265-10	01/23/2018	01/23/2019	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	5034414	05/15/2018	05/15/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			ECP2025264-10	01/23/2018	01/23/2019	Liability 1,000,000
A	Pollution Liab			ECP2025264-10	01/23/2018	01/23/2019	Liability 1,000,000

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

Subject to all policy terms, limitations, conditions and definitions.
See Notes

CERTIFICATE HOLDER**CANCELLATION**

SARA003 City of Saratoga Springs Office of Risk and Safety 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NOTEPAD:

HOLDER CODE **SARA003**
INSURED'S NAME **H2H Associates LLC**

H2HASS2
OP ID: CO

PAGE **2**
Date **06/13/2018**

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability



H2HASS2

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2018

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

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

PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray		CONTACT NAME: Cathy OKeefe PHONE (A/C, No, Ext): 518-456-6688 FAX (A/C, No): 518-456-1605 E-MAIL ADDRESS: cathy@murraygrp.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great Divide Insurance Co	
		INSURER B: Utica National Insurance Group	
		INSURER C: Liberty Mutual Insurance	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	ECP2025264-10	01/23/2018	01/23/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY	X	X	5074134	10/26/2017	10/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	FFX2025265-10	01/23/2018	01/23/2019	EACH OCCURRENCE \$ 1,000,000	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000	
	DED <input type="checkbox"/> RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	5034414	05/15/2018	05/15/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			ECP2025264-10	01/23/2018	01/23/2019	Liability 1,000,000
A	Pollution Liab			ECP2025264-10	01/23/2018	01/23/2019	Liability 1,000,000

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

Subject to all policy terms, limitations, conditions and definitions.
See Notes.

CERTIFICATE HOLDER**CANCELLATION**

Schnabel Engineering of New
York
28 Corporate Drive
Clifton Park, NY 12065

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

AUTHORIZED REPRESENTATIVE

James H. Murray

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NOTEPAD:

HOLDER CODE

INSURED'S NAME **H2H Associates LLC****H2HASS2****OP ID: CO**PAGE **2**Date **06/13/2018**

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability

H2H Associates

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

☒ **COVERAGES PARTS A AND B – GENERAL LIABILITY**

☒ **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage **A, B** and **D**, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

H2H Associates

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT – COVERAGES
A & D**

SCHEDULE

Designated Construction Projects:

Each of your projects away from premises owned or rented to you, performed during the policy period when a Designated Per Project Aggregate Limit of Insurance is required in a written contractual agreement.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A and COVERAGE D** which can be attributed only to ongoing operations as shown in the schedule above:
1. A separate Designated Construction Project Limit applies to each designated construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations page.
 2. Except for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, the Designated Construction Project Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGE A and COVERAGE D**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
 3. Any payments made under **SECTION I – COVERAGE A and COVERAGE D** for damages shall reduce the Designated Construction Project Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations page nor shall they reduce any other Designated Construction Project Limit, except as affected by the Designated Construction Project Aggregate Limit described below in 5.b.
 4. The limits shown in the Declarations page for Each Occurrence and Damage to Premises Rented to you continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Limit.
 5.
 - a. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under the Designated Construction Project Limit, described in 1. and 2. above.
 - b. Regardless of the number of construction projects or designated construction projects covered under this policy, the most we will pay as the Designated Construction Project Aggregate is \$5,000,000.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A and COVERAGE D** which cannot be attributed only to ongoing operations as shown in the schedule above:

1. Any payments made under **SECTION I –COVERAGE A and COVERAGE D** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION IV – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



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

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

City Project Number: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: M.G. McLaren P.C. / McLaren Technical Services Inc.
 Company Address: 100 Snake Hill Road, West Nyack, NY 10994
 Company Telephone No.: 845-353-6400 Company Fax No.: 845-353-6509
 Consultant Primary Contact for This Project: William J McCarthy III Title: Vice President

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

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

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

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

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

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

administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

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

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

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

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

Consultant Signature: William J. McCarthy III Date: 6/13/18



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
06/11/2018

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

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

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED M.G. McLaren P.C. McLaren Technical Services Inc. 100 Snake Hill Road West Nyack, NY 10994	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Valley Forge Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20443 20508

COVERAGES**CERTIFICATE NUMBER:** W6457794**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		B6011138099	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			B6011105569	06/13/2018	06/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			B6011138118	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$


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

Re: 180633.00 Loughberry Lake Dam Project - 2018-27

City of Saratoga Springs is included as an Additional Insured as respects to General Liability.

The General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Saratoga Springs.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs Office of Risk and Safety 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 16291431

BATCH: 742951



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2018

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PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: PHONE (A/C. No. Ext): 516-869-8788 FAX (A/C. No): 1-516-706-2973 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: New Hampshire Insurance Compan	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2014384410**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			31711029	6/13/2018	6/13/2019	\$2,000,000 \$2,000,000 \$75,000 Ded. EACH CLAIM AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CONTRACTORS POLLUTION COVERAGE IS INCLUDED IN THE PROFESSIONAL LIABILITY POLICY
Re: 180633.00 Loughberry Lake Dam Project - 2018-27

CERTIFICATE HOLDER**CANCELLATION** 30 day cancellation notice applies

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

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

AUTHORIZED REPRESENTATIVE

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**CERTIFICATE OF INSURANCE COVERAGE
UNDER THE NYS DISABILITY BENEFITS LAW**

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

1a. Legal Name and Address of Insured (Use street address only)

M.G. MCLAREN PC

D/B/A MCLAREN ENGINEERING GROUP

**100 SNAKE HILL ROAD
WEST NYACK, NY 10994**

1b. Business Telephone Number of Insured

1c. NYS Unemployment Insurance Employer Registration
Number of Insured

2200587

1d. Federal Employer Identification Number of Insured
or Social Security Number

133172836

2. Name and Address of the Entity requesting Proof of Coverage
(Entity being listed as the Certificate Holder)

PROOF OF COVERAGE

CITY OF SARATOGA SPRINGS

OFFICE OF RISK AND SAFETY

474 BROADWAY

SARATOGA SPRINGS, NY 12866

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity listed in box "1a":

DBL138894

3c. Policy effective period:

01/01/2018

to

12/31/2018

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
- b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed **12/7/2017**

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number **516-829-8100**

Title **Chief Executive Officer**

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

If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law.

It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, **328 State Street, Schenectady, NY 12305**.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

**State of New York
Worker's Compensation Board**

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

Date Signed _____ By _____

(Signature of NYS Worker's Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

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

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

WESTCHESTER ONE, 44 SOUTH BROADWAY, 10TH FLOOR, WHITE PLAINS, NY 10601-4411

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

***** 133172836

M.G. MCLAREN, P.C. D/B/A MCLAREN
ENGINEERING GROUP
100 SNAKE HILL ROAD
WEST NYACK NY 10994

POLICYHOLDER M.G. MCLAREN, P.C. D/B/A MCLAREN ENGINEERING GROUP 100 SNAKE HILL ROAD WEST NYACK NY 10994		CERTIFICATE HOLDER 180633.00 SARATOGA CITY OF SARATOGA SPRINGS OFFICE OF RISK AND SAFETY 474 BROADWAY SARATOGA SPRINGS NY 12866	
POLICY NUMBER W 709 062-4	CERTIFICATE NUMBER 761952	POLICY PERIOD 09/22/2017 TO 09/22/2018	DATE 6/11/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 709 062-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1012101187



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2019

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

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

PRODUCER Scott Insurance - Richmond 3900 Westerre Parkway, Suite 200 Richmond VA 23233	CONTACT NAME: Erika Cox PHONE (A/C, No, Ext): 804-591-4969 E-MAIL ADDRESS: ecox@scottins.com FAX (A/C, No):
INSURED Schnabel-Lachel Engineering, P.C. dba Schnabel Engineering of New York 28 Corporate Dr., #204 Clifton Park NY 12065	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company (A) INSURER B: Continental Casualty Company (A) INSURER C: Continental Insurance Company (A) INSURER D: INSURER E: INSURER F:
	NAIC # 20508 20443 35289

COVERAGES**CERTIFICATE NUMBER:** 442809114**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6018601512	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6018601526	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6018601557	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	618601543	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WV Broad Form ENDT E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A B	Equipment Floater Professional Liability \$200,000 retention			6018601512 AEH591906042	7/1/2019 1/1/2020	7/1/2020 1/1/2021	Rented Equip/deductib Per claim Annual Aggregate 75,000/1,000 1,000,000 1,000,000

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

Umbrella Policy applies over General Liability, Auto Liability and Employers Liability. General Liability does not exclude xcu coverages. Workers Compensation applies in VA, GA, NC, MD, SC, PA, MD, NJ, NV, TX, NY, TN, KY, WV and DC; and all other states except ND, OH, WA and WY. Workers Compensation Policy includes USL&H coverage. Coverages provided by Owner or Contractor Controlled Programs are excluded from policies referenced herein.

IF REQUIRED BY WRITTEN CONTRACT, the following provisions apply to General Liability, Auto Liability, Workers Compensation and Umbrella Liability: Additional Insureds on a primary, noncontributory basis for General Liability, for ongoing & completed operations for work performed by the Named Insured; & for Auto Liability & Umbrella Liability
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Scott Insurance - Richmond		NAMED INSURED Schnabel-Lachel Engineering, P.C. dba Schnabel Engineering of New York 28 Corporate Dr., #204 Clifton Park NY 12065
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation in favor of Additional Insureds for General Liability, Auto Liability, Workers Compensation, Umbrella Liability and Professional Liability.

Re: RFP #2018-17 - Loughberry Lake Dam Project Professional Services

The City of Saratoga Springs is listed as additional insured with respects to General Liability on a primary and noncontributory basis.

For this project, Professional Liability limits are amended to \$1,000,000 each claim, \$2,000,000 annual aggregate.

Request for Certification of Sufficient Funds

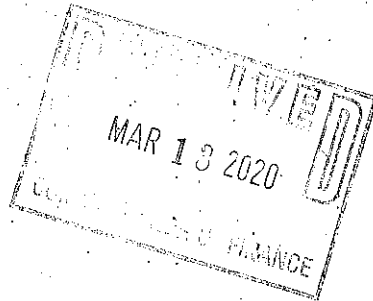
Submittal Date: 3/13/2020

The Department of Public Works requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

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

Vendor: Schnabel Engineering of New York

Project: Loughberry Lake Water Study
Addendum 1



Appropriation - Current Budget Expense Org/Object/Proj(s): H3638742 ✓ 52000 ✓ 1254 ✓

Amount Requested for Approval \$31,390.00 ✓

Current Amount Available: \$1,694,442.60 ✓

Transfer/Amendment Pending:

Transfer/Amendment Date _____


Department Head Signature

3/13/20
Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.


Commissioner of Finance

3/13/2020
Approval Date



City of Saratoga Springs, NY Contract

City Project Number: 2020-06 City Project Name: Laboratory Services
 City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
 Company Name: CNA Environmental, LLC
 Company Address: 27 Kent Street, Suite 102, Ballston Spa, NY 12020
 Company Telephone No.: 518-884-0800 Company Fax No.: _____
 Vendor and/or Service Provider Primary Contact: Ethan Einwohner Title: Owner
 Primary Contact Email: ethan@specifiedlabs.com
 Service to be Provided: Laboratory 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 Laboratory Services, the Vendor and/or Service Provider submitted proposals dated 2/27/20 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 3/17/2021. The City and Vendor agree to extension of this contract for a period of two (2) additional years terminating on 3/17/2023. The Agreement may be extended by the City for two (2) times for an additional one (1) year extensions upon written notice to the Vendor without the requirement of any further instrument and upon all terms, provisions and conditions remaining the same. 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 for the fiscal year 2020 the unit bid prices as shown on 2020-06 Bid Submission, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Public Works is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Ethan Einwohner. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Mayor/Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

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

 To Vendor and/or Service Provider: Ethan Einwohner
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the

City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

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

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

- A. For projects whose total value is between Zero and \$100,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND

- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of **professional services**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. For projects involving any form of **pollution risk or exposure, environmental hazard, asbestos or special circumstances**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Pollution Liability Insurance including Coverage for Asbestos Abatement:** One Million Dollars Each Occurrence;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.
- F. For **software and technology projects**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Cyber /Privacy Liability Insurance:** Five Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

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

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.
- At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:
- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
 - Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
 - Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
 - Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
 - Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.
- The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.
15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and

annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

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

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

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

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

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

Vendor and/or Service Provider Signature:  Date: 3/12/20

Print Name: Ethan Einwohner Title: CFO

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2020

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 677 Broadway 4th Floor Albany NY 12207	CONTACT NAME: Sarah Traver PHONE (A/C, No, Ext): 518-533-6818 E-MAIL ADDRESS: sarah_traver@ajg.com FAX (A/C, No): 518-533-6877
INSURED CNA Environmental, LLC 27 Kent Street Ballston Spa, NY 12020	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company of SE INSURER B: ShelterPoint Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 39926 81434

COVERAGES**CERTIFICATE NUMBER:** 1888527922**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			S1995070	11/16/2019	11/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S1995070	11/16/2019	11/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S1995070	11/16/2019	11/16/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Disability			D446947	11/16/2019	11/16/2020	Statutory Limits

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

CG7300 (01/2019) ElitePac General Liability Extension
CG7997 (11/2016) General Aggregate Limit per Project
CG2504 (05/2009) Designated Locations General Aggregate Limit
CA7773 (08/2018) Blanket Waiver of Transfer of Rights
CXL456 (05/2017) Waiver Transfer Rights Recovery - Others

Certificate Holder is an additional insured on a primary and non-contributory basis per written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

COMMERCIAL GENERAL LIABILITY
CG 79 21 11 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” and included in the “products-completed operations hazard”.

The above provision does not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or the written permit issued prior to the “bodily injury” or “property damage”.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00NY 01 16

SUMMARY OF COVERAGES (including index)

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

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

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00NY 01 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Non-Owned Aircraft, Auto or Watercraft

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

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

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

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

This exclusion does not apply to:

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

Damage To Premises Rented to You

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

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

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

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

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

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

Electronic Data Liability

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

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

Damages arising out of:

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

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

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

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

SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

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

a. Any Insured

To any insured.

This exclusion does not apply to:

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

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

Product Amendment

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

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

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

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

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

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

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

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

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

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

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

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

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

Employees As Insureds Modified

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

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

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

Newly Formed Or Acquired Organizations

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

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

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

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

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

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

(All other provisions of this section remain unchanged).

Blanket Additional Insureds - As Required By Contract

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

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

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

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

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

Broad Form Vendors Coverage

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

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

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

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

Incidental Malpractice

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

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

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

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

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

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



CNAEN-1

OP ID: AF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2020

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

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

PRODUCER DeCoster-Wilson-Duthie Agency 161 Eagle Rock Ave., PO Box J Roseland, NJ 07068 John W. Duthie	973-226-2336	CONTACT NAME: John W. Duthie PHONE (A/C, No, Ext): 973-226-2336 FAX (A/C, No): 973-226-4663 E-MAIL ADDRESS: john@dwdinsure.com
INSURED CNA Environmental LLC 27 Kent Street Ballston Spa, NY 12020		INSURER(S) AFFORDING COVERAGE INSURER A: Ironshore Specialty Insurance INSURER B: Twin City Fire Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
		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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	13 WBC BU6024	02/11/2020	02/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			001924906	02/11/2020	02/11/2021	Liability 2,000,000 Aggregate 2,000,000

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

Those usual to the insured's Operations.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF 7 City of Saratoga Springs 474 Broadway Saratoga, 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 John W. Duthie
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Workers'
Compensation
Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only) CNA Environmental LLC 27 Kent Street Ballston Spa, NY 12020 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)	1b. Business Telephone Number of Insured 800-737-3477 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 61-1727286
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Twin City Fire Insurance Company 29459 3b. Policy Number of Entity Listed in Box "1a": 13 WBC BU6024 3c. Policy effective period: 02/11/2020 to 02/11/2021 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the Insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the Insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the Insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Danielle Clausen
(print name of authorized representative or licensed agent of Insurance carrier)

Approved by: Danielle Clausen 01/13/2020
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of Insurance carrier: (866) 467-8730

Please Note: Only Insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

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

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

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

Primary and Non-Contributory Provision

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

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

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

Unintentional Failure To Disclose Hazards

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

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

Waiver Of Transfer Of Rights Of Recovery

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

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

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

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

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

Liberalization

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

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

SECTION V - DEFINITIONS

Electronic Data

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

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

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

17. "Property damage" means:

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

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

Employee Amendment

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

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

Golfing Facility

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

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

Not-for-profit Member

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

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



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: Annual Ambulance Service Contract
City Department: Public Safety Department Contact Person: Jospeh Dolan or Lisa Watkins City Ext. 3012 or 2632 _____
Company Name: Empire Ambulance Service, Inc
Company Address: 14 Corporate Drive, Clifton Park, NY 12065
Company Telephone No.: (518) 235-7670 Company Fax No.: _____
EMPIRE Primary Contact: Stephen P. Retzlaff, Title: President
Primary Contact Email: sretzlaff@empireambulance.com, maquino@empireambulance.com
Service to be provided: Ambulance Service
Remit Name (If different from above): _____
Remit Address: _____

1. Scope of Services:

- 1.1 EMPIRE shall provide in a backup capacity a Paramedic level ambulance service in cooperation with the Emergency Medical Ambulance and Advanced Life Services provided by the Saratoga Springs Fire Department on all calls assigned to it, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five days per year to the City.
- 1.2 EMPIRE will be required, upon request by the City, to immediately dispatch and promptly respond with the requested number of ambulances to the location of any City Fire Department call. EMPIRE shall ARRIVE ON SCENE to at least ninety percent (90%) of "C, D and Echo" calls within eight (8) minutes or less and at least ninety percent (90%) of "A and B" calls within twelve (12) minutes or less. EMPIRE shall provide one (1) or more ambulances on a stand-by basis at all working fires, significant HAZ-MAT incidents in the City if requested by the City at no cost to the City. The City Fire Department shall have patient care control of all BLS and ALS services in the City and the City Fire Department shall be in charge at all calls in which both the City and EMPIRE participate.
- 1.3 EMPIRE shall keep its ambulances maintained so that its mechanical features such as heat, air conditioning, interior and exterior lighting, emergency lighting, audible warning devices, etc. are in good working order at all times. EMPIRE's ambulances will be required to meet and maintain all of the standards as specified in the certification listing for New York State Ambulances and all Department of Transportation and Traffic Safety standards.
- 1.4 The crew of each ambulance used by EMPIRE on the City calls will consist, at minimum; of one (1) New York certified Emergency Medical Technician Paramedic and one (1) New York certified Emergency Medical Technician. Further, each ambulance used by EMPIRE shall be required to have suitable equipment in the patient compartment area for direct communications to the hospitals and medical control by the Paramedic.
- 1.5 EMPIRE shall maintain necessary licenses, certifications, registrations, permits required by ordinance, law, or by contract to perform the services contemplated by this Agreement.
- 1.6 EMPIRE shall produce, on a monthly basis, a report of all Basic Life Support and Advanced Life Support transports provided. Said monthly reports shall identify the date, time, address, and the method of payment.

EMPIRE shall provide to the City the products and services set forth herein. EMPIRE assumes full responsibility for the provision of the products and services made available in this Agreement. EMPIRE shall be so liable even when EMPIRE subcontracts the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City.

2. Term of Agreement:

The term of this Agreement shall commence on the date of approval of this Agreement by the City Council of the City for a period of 12 months. EMPIRE and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to EMPIRE at least thirty (30) days prior to such termination date. The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to EMPIRE for products delivered and services rendered by EMPIRE pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, EMPIRE shall only be entitled to compensation for products delivered and services rendered up to the date of termination. In addition, in the event of any violation by EMPIRE of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to EMPIRE for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by EMPIRE will result in immediate and irreparable injury to the City and will authorize recourse to injunction and/or other specific performance as well as to all other legal or equitable remedies to which the City may be entitled.

3. Terms of Payment:

- 3.1 In the event that a Saratoga Springs Fire Department Advanced Life Support Provider provides advanced life support to a patient transported by EMPIRE, EMPIRE shall bill third-party payors for said services. EMPIRE shall pay to the City (100%) of all monies received by EMPIRE from third-party payors and/or patients, which represent compensation for City of Saratoga Springs Fire Department Advanced Life Support Services provided. For the purpose of this Agreement, a qualified Advanced Life Support transport is an EMPIRE transport where Advanced Life Support services are provided by qualified Saratoga Springs Fire Department personnel and where medical necessity and all other pre-conditions to third-party reimbursement to EMPIRE for Advanced Life Support services exist and are accepted by the applicable third-party payor and/or appropriate government entity. In the event that post-payment review by any third-party payor or appropriate government entity results in a determination that any Advanced Life Support services, for which payment to the City was made under this AGREEMENT, were not performed under circumstances that would make said services part of a qualified Advanced Life Support services transport, the City shall reimburse EMPIRE for the payments made to the City for said services. The City shall maintain appropriate records of its Advanced Life Support services and agrees to provide copies of such records as may be requested to assist EMPIRE in obtaining reimbursement for qualified Advanced Life Support transports.
- 3.2 EMPIRE shall provide the City with an accounting of all monies requested, received, obtained, collected, and paid by EMPIRE under this Agreement. Said accounting shall include monthly reports and a fiscal yearend report which details how many and which accounts were collected on, the individual amounts, the total dollar amount collected, the amount remitted to the City.

EMPIRE and the City shall each maintain, during the term of this Agreement and for a period of six (6) years following the expiration of this Agreement, proper and full accounting records with regard to the services provided and monies received and exchanged under this Agreement. Such records shall be subject to periodic review and audit by either party.

EMPIRE shall provide itemized statements monthly to be reviewed and approved by the City. Statements must be submitted to: City of Saratoga Springs, NY, Attn. Purchasing Agent, 474 Broadway, Saratoga Springs, NY 12866. Payments to the City will be made in accordance with the State Finance Law, upon receipt of such statements and upon approval by the City. No City employee, including the Project Manager named in Section 8 has the authority to request that EMPIRE perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in this Agreement.

4. Notice:

The Commissioner of Public Safety is the project manager and shall represent the City in all matters affecting the delivery of products and services. The project manager for EMPIRE is Stephen P Retzlaff.

Any notice, request, demand, or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Commissioner of Public Safety
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

With a copy to: Secretary to the City Council
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

To EMPIRE: Stephen P. Retzlaff, President
14 Corporate Drive, Clifton Park, NY 12065

Either party may designate another or further address by notice given in accordance herewith.

5. Confidential Information:

In connection with the provision of products and/or services to the City by EMPIRE, the City may disclose to EMPIRE information that is proprietary or confidential information. Any and all City communications, records, documents, written, oral or electronic communication or other information of any kind shall be deemed and treated as confidential by EMPIRE. EMPIRE shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the City. EMPIRE agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by EMPIRE, (ii) is or becomes available to EMPIRE on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within EMPIRE's possession prior to its being furnished to EMPIRE by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, court order or other similar legal process. In such cases EMPIRE shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by EMPIRE from the City shall be returned to the City and have the status of City work papers (or, with the City's written permission, shall be destroyed and such destruction certified in writing to the City by an authorized EMPIRE representative supervising such destruction). Except as set forth herein, no confidential information shall be retained by EMPIRE. EMPIRE shall be permitted to retain one copy of internal memoranda and other documents, developed by EMPIRE during the term of this Agreement, which contain or refer to confidential information, subject to the confidentiality provisions of this paragraph. Nothing in this section shall be construed to alter EMPIRE's responsibilities under any applicable State Law. Since monetary damages may not be a sufficient remedy with respect to any violation of this section, the City shall be entitled to specific performance and injunctive relief, in addition to any other remedy.

6. City Property:

EMPIRE intends to occupy the current facility owned by the City of Saratoga Springs, located adjacent to Fire Station #2, 166 West Ave, Saratoga Springs, New York 12866. EMPIRE agrees to lease the facility for Thirty Thousand Dollars (\$30,000) annually. Payments to be made in equal monthly installments of twelve monthly payments of Two Thousand Five Hundred Dollars (\$2,500.00 due on the first of each month.) EMPIRE shall be responsible for the following:

- 6.1 All information and materials received hereunder by EMPIRE from the City are and shall remain the sole and exclusive property of the City and EMPIRE shall have no right, title or interest in or to any such information or materials by virtue of their use or possession hereunder by EMPIRE.
- 6.2 **Utilities:** EMPIRE agrees to pay all utilities of leased premises, including, but not limited to, water, sewer, electric, telephone, cable and natural gas costs.
- 6.3 **Taxes:** As the leased premises is owned by the City of Saratoga Springs, New York, no property taxes are payable.
- 6.4 **Use:** EMPIRE agrees to use premises only for the lawful purpose of an ambulance facility. Should EMPIRE wish to use the space for any other purposes, EMPIRE must obtain prior written approval from the City agreeing to such modified use.
- 6.5 **Cleanliness:** EMPIRE shall keep the leased premises themselves neat and clean at EMPIRE's own expense.
- 6.6 **Repairs:** The City's Department of Public Safety (DPS) shall be responsible for all necessary repairs, and their associated costs, to the structure of the building and the electrical, plumbing and heating systems. Only with the prior written approval of the City, EMPIRE shall be responsible for effecting and paying for any repairs to alterations of the structure of the building or the electrical, plumbing or heating systems, which were made by EMPIRE. EMPIRE is responsible for effecting and paying for any repairs made necessary by said alterations. EMPIRE shall be responsible for effecting and paying for any repairs made necessary by the willful or negligent acts of EMPIRE or EMPIRE's agents, contractors, employees, invitees, or licensees. EMPIRE shall be responsible for any necessary repair of furniture and furnishings within the building. The City DPS shall make all repairs required by this agreement in a time frame consistent with its repairs for other City owned buildings. Repairs of an emergency nature, i.e. restoration of lost heat during winter, shall be made by City DPS as soon as practicable.
- 6.7 **Alterations:** EMPIRE agrees not to make any alterations without the City's prior written approval. Said alterations become the property of the City and are to be left behind at the end of the term of the lease. The City may demand the removal of said alterations and the restoration to original condition at the expense of EMPIRE at the end of the lease, if the removal is required in the original written approval of the alteration.
- 6.8 **Assignment of Facility:** This use of this space may not be assigned nor the premises sublet without the prior written approval of the City.
- 6.9 **Access:** The City or its agents or officials shall have the right to enter the premises at the City's discretion. The Parties acknowledge that the premises may be utilized as an Emergency Shelter by the City. The City will provide notification to EMPIRE regarding such use, as soon as reasonably practicable.
- 6.10 **Quiet Enjoyment:** The City agrees that if EMPIRE complies with all the other terms and conditions of this lease, then EMPIRE may peaceably and quietly have, hold and enjoy the premises leased hereunder for the term of this Agreement. EMPIRE shall be responsible for adhering to local, state and federal guidelines pertaining to all of its activities including those activities that pertain to the health and safety of its community.
- 6.11 **Maintenance:** The City's Department of Public Safety (DPS) shall be responsible for snow removal from the parking lot, driveway, sidewalks and entranceways located at the premises, including the associated costs thereof. EMPIRE shall maintain all sidewalks and entranceways in a safe condition, except for snow removal. EMPIRE shall be responsible for maintaining sidewalks, entranceways, and stairways free of all debris and obstructions, at EMPIRE's sole cost and expense. The City's DPS shall be responsible for maintaining the lawn areas at the premises by cutting grass and raking leaves as needed. EMPIRE shall provide all necessary janitorial services at the premises, including trash removal. EMPIRE shall be responsible for replacing all light bulbs which can be replaced without equipment. The City DPS shall be responsible for replacing all light bulbs which can only be replaced with the use of a ladder or other elevating equipment or device.
- 6.12 **Notification:** EMPIRE shall have the responsibility of promptly informing the City DPS of any material condition that affects the safety of the premises.

7. Retention of Records:

EMPIRE shall make available to the City all information pertinent to Agreement, including reports, studies and any other data. All original records generated as a result of the project shall be maintained by EMPIRE for a period of six (6) years after the expiration of the Agreement. Upon reasonable request, copies of those records shall be provided to the City at no cost.

8. Default:

In case of default in any of the covenants herein, the City may enforce the performance of this agreement in any manner provided by law. This Agreement may be terminated at the City's discretion if such default continues for a period of sixty (60) days after the City notifies EMPIRE of such default and its intention to terminate. Such notice shall be sent by the City by mail or otherwise to EMPIRE's address noted within this Agreement; and thereupon (unless EMPIRE shall have completely removed or cured said default) this Agreement shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof. City's agent or attorney shall then have the right, without further notice or demand, to re-enter and remove all persons and EMPIRE's property therefrom as allowed by law. If, on account of breach or default by EMPIRE of any of EMPIRE's obligations hereunder, it shall become necessary for the City to incur expenses to enforce or defend any of the City's rights or remedies hereunder, then, in any such event, any reasonable amount incurred by the City, including attorneys' fees, shall be paid by EMPIRE. Attorney's fees shall be due to the City, regardless of whether the attorney(s) used are employees or independent contractors working on behalf of the City.

9. Compliance with Local, State and Federal Laws:

The parties to this Agreement shall comply with all of the ordinances, local laws, resolutions, and Charter of the City of Saratoga Springs and comply with all local, state and federal laws, rules, statutes, codes, regulations and ordinances. The parties to the Agreement each represent their belief that this Agreement is in all material respects in compliance with applicable state and federal laws, including but not limited to 42 U.S.C. 1320a-7b and such laws relating to contracting among persons, one or both of whom are qualified providers or accepting payment under Medicaid or Medicare programs. The rights and obligations of the parties are contingent upon such compliance. The parties agree to take all actions reasonably required to rectify or prevent non-compliance with such laws.

10. Conflicts of Interest:

EMPIRE represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

11. Publicity:

EMPIRE shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Agreement or performance hereunder. Public notice or announcement includes, but is not limited to, notices published on or in connection with the EMPIRE's website. EMPIRE shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Agreement, or work performed pursuant to it, without the City's prior written approval. EMPIRE shall not make public or publicize its relation with the City, nor use the City's name, without the City's prior written approval.

12. 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 EMPIRE's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. EMPIRE 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. EMPIRE 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 EMPIRE or other persons, while engaged in the performance of

any work or services required by EMPIRE 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 EMPIRE, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and EMPIRE 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.

13. 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: EMPIRE shall procure and maintain during the term of this Agreement, at EMPIRE's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. EMPIRE 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 EMPIRE. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. EMPIRE 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 EMPIRE 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 EMPIRE (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 EMPIRE.

The City of Saratoga Springs requires EMPIRE 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, Personal Liability and Healthcare Liability Insurance:** One Million Dollars per Occurrence with Three Million Dollars Aggregate
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Excess Liability Insurance:** One Million Dollars per Occurrence Aggregate
- **Proof of Property Insurance** for Empire Owned Contents; 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 EMPIRE 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. EMPIRE 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. EMPIRE 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 EMPIRE 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 EMPIRE. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contract as executed.

14. Indemnification:

EMPIRE, 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 EMPIRE 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 EMPIRE, as aforesaid. EMPIRE's responsibility under this section shall not be limited to the required or available insurance.

15. Americans with Disabilities Act:

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

16. 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 EMPIRE. If the City of Saratoga Springs exercises its rights pursuant to this part, EMPIRE 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 EMPIRE's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If EMPIRE 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 EMPIRE 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.

17. 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 EMPIRE/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.

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

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

20. Non-Collusive Bidding Certification:

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

have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

21. 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).

22. Venue:

The City and EMPIRE 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.

23. Assignment:

EMPIRE is prohibited from assigning, conveying, subletting or otherwise disposing of EMPIRE's right, title, or interest therein, or EMPIRE's power to execute this agreement to any other person or corporation without the previous written consent of the City. If EMPIRE assigns, conveys, sublets or otherwise disposes of EMPIRE'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.

24. Termination:

EMPIRE 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 EMPIRE 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 EMPIRE 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.

25. 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.

26. 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.

27. 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.

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

29. 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: Stephen P. Retzlaff Date: 3/3/20

Print Name: STEPHEN P RETZLAFF Title: PRES.

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:

COUNTY OF)

ON THIS 3rd DAY OF March 2020 BEFORE ME PERSONALLY
CAME Stephen P. Retzlaff TO ME KNOWN, WHO BEING DULY SWORN, DID
DEPOSE AND SAY THAT HE/SHE RESIDES IN Troy, NY, THAT HE/SHE IS THE
President OF THE Empire Ambulance
Service, THE CORPORATION DESCRIBED IN AND
WHICH EXECUTED THE FOREGOING INSTRUMENT; THAT HE/SHE KNEW THE SEAL OF SAID
CORPORATION; THAT THE SEAL AFFIXED TO SAID INSTRUMENT WAS SUCH CORPORATE SEAL;
THAT IT WAS SO AFFIXED BY THE ORDER OF THE BOARD OF DIRECTORS OF SAID
CORPORATION, AND THAT HE/SHE SIGNED HIS NAME THERETO BY LIKE ORDER.

Kathleen St. Gélais
NOTARY PUBLIC



EMPIAMB-01

JHAGUE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2020

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

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

PRODUCER The Metropolitan Agency, LLC 1 Bridge Street, Suite 140 Irvington, NY 10533	CONTACT NAME:	
	PHONE (A/C, No, Ext): (914) 357-8444	FAX (A/C, No): (914) 357-8485
INSURED Troy Ambulance Service Inc. dba Empire Ambulance Service PO Box 438 Cohoes, NY 12047	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Interstate Insurance Company	
	INSURER B: Berkshire Hathaway Specialty Ins Co	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		LPK 0001368-00	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AAL 0000160-00	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		UMB 0000098-00	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TRWC018215	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 166 West Ave., Saratoga Springs, NY

Subject to policy terms and conditions, per written and executed contract, the Certificate Holder is listed as Additional Insured on a primary and non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

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



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: Tow Away LLC
Company Address: 3570 034 Hudson Falls NY 12839
Company Telephone No.: 518 244-8179 Company Fax No.: 518-244-8191
Tow Contractor Primary Contact: 518 244 8174 Title: _____
Primary Contact Email: Sales@TowAwayTowing.com
Service to be Provided: _____
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Contract:** The Tow Contractor shall provide the City with the services set forth herein. The Tow Contractor assumes full responsibility for the provision of the services made available in this Contract. The Tow Contractor shall be so liable even when the Tow Contractor subcontracts the provision of a portion of the services. Subcontracting shall be permitted only with the prior written approval of the City. The Tow Contractor assumes all risks in the performance of all its activities authorized by this Contract. The scope of this Contract is as follows:

- The Tow Contractor shall provide towing services to the City on an as needed basis and shall be one of the companies assigned to perform Saratoga Springs' Police Department (SSPD) ordered tows for vehicles involved in traffic collisions; vehicles illegally parked in violation of City Code; vehicles considered legally abandoned or in violation on any other NYS Vehicle and Traffic Law; and vehicles ordered to be impounded for any reason, including, but not limited to evidence or involvement in criminal activity.
- The Tow Contractor shall meet or exceed all standards and/or regulations established by the City and attached hereto as Schedule A & Schedule B. The City's Commissioner of Public Safety shall have the authority to amend such standards and/or regulations at any time upon written notice to the Tow Contractor.
- The Tow Contractor shall ensure that adequate personnel, vehicles, and equipment are available for assignment to meet the City's needs, twenty-four (24) hours a day, seven (7) days a week, Three Hundred Sixty-Five (365) days a year. Absent extraordinary circumstances, the Tow Contractor must be on the scene within thirty (30) minutes of being dispatched by SSPD.
- SSPD reserves the right to establish and implement a towing rotation that will be strictly followed by you the Tow Contractor and SSPD. Specific requests by an operator/owner for a particular service will be considered whenever possible. The officer's ability to clear the scene in a timely and safe manner will often dictate when an owner/operator's requests will be considered. The rotation list is attached hereto as Schedule C.
- Incidents involving large vehicles, tractor trailers, buses, etc. will result in calling those services capable of handling the incident. Consideration will be given to special equipment needs. Should the scope of work be larger than the on duty tow company can handle on its own, SSPD reserves the right to contact other tow vendor(s) who have been approved by the City. Tow Contractor may not subcontract out.
- Tow Contractor vehicles shall be equipped with communications equipment capable of either communicating directly with a base station at the Tow Contractor's point of contact, contract with an answering service or be equipped with mobile phone capability allowing contact with the police department.
- As Tow Contractor vehicles are dispatched, the Tow Contractor agrees to provide the Saratoga Springs' Police Department with the following:
 - o Phone number from which tow vehicles will be dispatched;
 - o Location of Tow Contractor's storage yard which must be located within the City's limits;
 - o Capacity of said Tow Contractor's storage yard; and
 - o Number and identification of Tow Contractor's employees.
- Tow Contractor must advise SSPD Dispatch of the following:
 - o Confirmation that they are in route to the call
 - o Any change in status and/or need for additional equipment and the ETA of said additional equipment
 - o Any extenuating circumstances that could hinder the proper handling of the tow.
- Each vehicle utilized by the Tow Contractor for towing purposes with regard to this contract shall have clearly identified, on the side of each vehicle, the name of the Tow Contractor from which they are used. The City reserves the right to deny tows to deployed unmarked vehicles.
- The Tow Contractor agrees to supply the City with a list of vehicles to be used during the term of this Contract including make; model; year; tow gross weight rating capacity; vehicle identification number; and license plate of each vehicle.
- The Tow Contractor must provide copies of registrations for all towing and recovery vehicles. Those vehicles must be registered as a tow truck per New York State law.
- The Tow Contractor must provide copies of driver licenses, showing the operator's tow truck endorsement. All tow trucks operated under this contract must be operated by duly licensed drivers (tow truck endorsement) capable of operating all equipment as required per New York State law.
- The SSPD requires that all Tow Contractors must be registered with the NYS Department of Motor Vehicles as a repair shop, automotive dealership, vehicle dismantler, salvage pool, mobile car crusher or itinerant vehicle collector per 15 NYCCR part 81.
- In the event of a snow emergency declared by the City, the Tow Contractor shall be required to provide a minimum of one (1) flatbed tow vehicle or car carrier and the necessary personnel to provide backup towing services upon the City's request for the duration of the snow event. The Tow Contractor shall provide the contact information of the person it designates to coordinate with the City during this snow emergency. SSPD reserves the right to contact other contracted tow vendor(s) for additional assistance should the scope of work become larger than the on duty tow agency can handle on its own in a timely manner.
- The Tow Contractor agrees to tow any disabled Police vehicles upon request. Said rate shall apply for tows within the City's limits to the City's designated garages and/or designated City repair shops that are located within five (5) miles of the City limits. See attached Schedule B.

- **Towing Fees:**
 - SSPD reserves the right to establish a standard fee for service call and towing services. Though not the intention to interfere with the price for tows established by individual vendors, the SSPD wishes to insure a fair fee is utilized by all vendors when dealing with the general public acting under the direction of the Police Department. This is attached as Schedule B.
 - The Tow Contractor shall collect from owners / operators of vehicles towed at the City's request any surcharge duly established by the City Council and made payable to the City. The Tow Contractor shall keep a record of all surcharges collected and shall turn over money collected as surcharges to the City each month. A surcharge shall be paid to the City of Saratoga Springs by the owner or operator of each vehicle removed by an authorized towing service at the request of the City pursuant to City Code 225-59. See attached Schedule B.
 - Medium Duty and Heavy Duty Towing Fees will be addressed in the Schedule B.
- **Vehicle Removal:**
 - The Tow Contractor shall remove all vehicles in a manner deemed appropriate to the business practice of the trade and through the use of proper equipment, consistent with the public's safety and welfare.
 - The Tow Contractor shall transfer the vehicle from the place of the removal to the Vendor's storage area located within City limits unless directed to do otherwise by the Police Officer at the scene.
 - After removing the disabled vehicle from the roadway, the Tow Contractor shall be responsible for clearing the roadway of debris and return the road to "broom clean" state. The Tow Contractor, with prior authorization by the City, shall be allowed to bill the owner of the vehicle for the reasonable costs of said cleanup.
 - If the Tow Contractor tows a vehicle which is identified as a Scofflaw or impounds a vehicle at the direction of the Saratoga Springs' Police Department, then the Tow Contractor cannot release said vehicle to the owner or deem the vehicle abandoned prior to the Vendor's receipt of the Saratoga Springs' Police Department's Vehicle Impound Release or an order of a Court of competent jurisdiction.
 - Any fees authorized by this Contract for which labor rates apply shall be documented in "real time" on the Vendor's invoice and shall be charged based upon said invoice.
- **Vehicle Storage and Associated Fees:**
 - The Tow Contractor shall store vehicles in a secure, fenced storage facility located within the limits of the City. Vehicles must be available for release, at a minimum Monday through Saturday from 8:00AM to 6:00PM except for the following holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day. Storage charges shall not apply for days that the vehicles are not available for release.
 - The Tow Contractor agrees to conspicuously post its schedule for storage of motor vehicles at its storage area and central garage along with contact information and to promptly notify the City of any change in said schedule.
 - The City shall not be responsible for any payment to the Tow Contractor for any storage fee for any vehicle towed by police order, whether redeemed by the owner or not.
 - The City reserves the right to inspect the Vendor's storage area and any and all vehicles removed pursuant to this Contract. The City also reserves the right to maintain a representative at the Vendor's storage area for the purpose of inspection, without prior written notice.
 - The Tow Contractor may charge fees as described in Schedule B attached hereto herein.
 - The Contractor is required to use an invoice system for all service and tow calls that have been requested by the SSPD. The invoice must include the customer's name and address, a description of the vehicle including: make, model, year, color, license plate number and vehicle identification number, the date, time of arrival at and departure from the towed to location, the location of the services rendered, and, if applicable, a calculation of the charges. One copy of the invoice shall be given to the customer, one shall be attached to the SSPD tow sheets that are returned to SSPD monthly and one shall be kept by the contractor. Any complaints or questions in regard to this towing operation may be referred to [Name of Contractor] at [Contractor's phone number]. Any complaints about the pricing may be directed to SSPD Traffic Sergeant.
- **Public Interactions:** The Tow Contractor acknowledges and agrees that the work performed under this Contract is done at the request of the City and that its employees, agents and staff will necessarily have contact with the public under sometimes stressful circumstances. The Tow Contractor acknowledges and agrees that its employees, agents, and staff will use tact and courtesy when dealing with members of the general public and that it shall conduct its business in a professional and business-like manner.
- **Handling of Complaints from Tow Service Customers:**
All inquiries with respect to the SSPD Commercial Tow Operator Policy must be directed to the SSPD at the 5 Lake Ave., Saratoga Springs, New York 12866. Complaints of any nature are to be directed to the SSPD Traffic Sergeant. At no time are participants to make any inquiry or complaints to communication officers or patrol officers. All complaints and inquiries are to be in writing and must be submitted no later than five (5) business days from the date of the incident. The Tow service may be given the opportunity to resolve the complaint directly with the complainant. The SSPD will conduct an investigation on any complaint and notify the complainant of the resolution. Complaints Investigated and found to be valid will result in the following action:
 - First action – Written letter of warning
 - Second action – 30-day suspension from rotation
 - Third action – Permanent removal from rotation
- **Handling of Complaints from Tow Services:**
All inquiries with respect to this contract must be directed to the SSPD Traffic Sergeant at 5 Lake Avenue., Saratoga Springs, New York 12866. All complaints and inquiries are to be in writing and must be submitted no later than five (5) business days from the date of the incident. The SSPD will conduct an investigation into any complaint in a timely fashion and notify the complainant of the resolution. Any decision made by the SSPD with respect to any portion of this policy shall be binding on all parties involved and shall be final. Any UNRESOLVED complaint may be referred to the City Attorney's Office.

FAILURE TO COMPLY WITH ANY OF THESE PROVISIONS MAY RESULT IN TOW SERVICES BEING REMOVED FROM THE CALL OUT LIST ON A TEMPORARY OR PERMANENT BASIS.

2. **Term of Contract:** The term of this Contract shall commence per the date of approval of this contract by the City Council of the City of Saratoga Springs. This Contract shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by January 31st, 2022. Any modification of the work performed by the Tow Contractor shall be made in writing and shall not be undertaken until the City agrees to the modification. The Tow Contractor assumes full responsibility for the provision of the services contracted for in this Contract. The Tow Contractor shall be so liable even when the Tow Contractor subcontracts the provision of a portion

of the services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Tow Contractor will provide his or her own equipment and materials as necessary to perform the work. The Tow Contractor assume all risks in the performance of all its activities authorized by this contract. The City may terminate this Contract at any time prior to the expiration of the Contract term by providing the Tow Contractor with written notice of any such termination.

3. **Terms of Payment:** Tow Contractor 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 Tow Contractor in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this contract must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. Detailed original invoices not received within thirty (30) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Contract will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Chief of Police and/or his designee(s) is the designated Project Manager for this Contract, 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 Tow Contractor is _____. Any notice, request, demand or other communication required or provided for in this Contract 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: City Saratoga Springs, Chief of Police, 5 Lake Avenue, Saratoga Springs, NY 12866

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

 To Tow Contractor: 3571 US 4, Hudson Falls NY 12839
5. **Conflicts of Interest:** The Tow Contractor represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the contract.
6. **City Property:** All information and materials received hereunder by the Tow Contractor from the City are and shall remain the sole and exclusive property of the City and the Tow Contractor shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Tow Contractor. Any written reports, opinions and advice rendered by the Tow Contractor shall become the sole and exclusive property of the City, and the Tow Contractor shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Tow Contractor.
7. **Retention of Records:** The Tow Contractor shall make available to the City all information pertinent to the project, including reports and any other data. All original records generated as a result of the services provided shall be maintained by the Tow Contractor for a period of six (6) years after expiration of the Contract. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Tow Contractor 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 Tow Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Tow Contractor and its staff are to be and shall remain an independent Tow Contractor with respect to all services performed under this Contract. The Tow Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Contract. Any and all personnel of the Tow Contractor or other persons, while engaged in the performance of any work or services required by the Tow Contractor under this Contract, 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 Tow Contractor, its officers, agents, Tow Contractors or employees shall in no way be the responsibility of the City; and the Tow Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the Contract for the provision of professional services as outlined above: The Tow Contractor shall procure and maintain during the term of this Contract, at the Tow Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Tow Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Tow Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Tow Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Tow Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Contract; (2) withholding any/all payment(s) due under this Contract or any other Contract it has with the Tow Contractor (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 Tow Contractor.

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

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;

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

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

10. **Indemnification:** The Tow Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees, 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 Tow Contractor or its employees or anyone for whom the Tow Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Tow Contractor, as aforesaid. The Tow Contractor's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Contract.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City specifically reserves the right to suspend or terminate all work under this Contract whenever Tow Contractor, and/or Tow Contractor's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Tow Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Tow Contractor. If the City exercises its rights pursuant to this part, the Tow Contractor shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Tow Contractor's service to the public or the City's immediate need for completion of the Tow Contractor's work. In such case, Tow Contractor shall immediately cure the defect. If the Tow Contractor fails to cure the identified defect(s), the City shall have the right to immediately terminate this contract. In the event that the City terminates this Contract, any payments for work completed by the Tow Contractor shall be reduced by the costs incurred by the City by the increase in cost that results from using a different Tow Contractor.
14. **Tow Contractor Code of Conduct:** The City is committed to conduct business in a lawful and ethical manner and expects the same standards from Tow Contractors/suppliers that the City conducts business with. The City requires that all Tow Contractors 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 Tow Contractors. Tow Contractors agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Tow Contractors meet the following standards:

- **Legal:** Tow Contractors 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 Tow Contractor should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Tow Contractors shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Tow Contractors shall comply with all applicable environmental laws and regulations. Where practicable, Tow Contractors 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 Tow Contractor hereby acknowledges that it has received the City's Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Tow Contractor acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Tow Contractor reserves the right to terminate its contract to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Contract shall be governed and construed under the laws of the State of New York, the location where this contract was accepted to by Tow Contractor. The Tow Contractor agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract.
16. **Venue:** The City and the Tow Contractor hereby agree that any litigated matters shall be venued in the state court of the State of New York in the County of Saratoga.
17. **Assignment:** The Tow Contractor is prohibited from assigning, conveying, subletting or otherwise disposing of the Tow Contractor's right, title, or interest therein, or the Tow Contractor's power to execute this contract to any other person or corporation without the previous written consent of the City. If the Tow Contractor assigns, conveys, sublets or otherwise disposes of the Tow Contractor's right, title, or interest without prior written consent, the City shall revoke and annul this Contract, and the City shall be relieved and discharged from any and all liability growing out of this Contract, 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.
18. **Termination:** The Tow Contractor and the City may mutually agree, in writing, to terminate this contract at any time. The City may also terminate this Contract at any time and on any reason by mailing written notice to the Tow Contractor at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Contract at any time in event of default or violation by the Tow Contractor of any provision of this Contract. 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 Contract.
19. **Default:** Tow Contractor's failure to perform its obligations and comply with its representations under this contract shall constitute a default under this contract. Upon Tow Contractor's default, the City may cancel this Contract and immediately stop payment of any fees to Tow Contractor hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Tow Contractor's default.
20. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this contract 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.
21. **Entire Contract:** This Contract sets forth the entire contract and understanding of the parties relating to the subject matter contained herein except as to those matters or contracts 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 Contract. This contract supersedes any and all prior contracts, whether written or oral, relating to the subject matter contained herein. This Contract shall not be amended, changed or otherwise modified except in writing, signed by both parties.
22. **Severability:** In the event that any portion of this Contract may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Contract which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
23. **Modification:** This Contract may be modified only by a writing signed by both parties.
24. **Execution:**

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

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

Tow Contractor Certification: In addition to the acceptance of this Contract, 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 Contract.

Tow Contractor Signature: [Signature] Date: 2/20/2020

Print Name: William H. Hahn Title: President

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____



2/24/2020

DISPATCH PHONE NUMBER

518-244-8179

STORAGE YARD ADDRESS

2220 Route 50
Saratoga Springs NY 12866

Ryan Bombard, Owner

Ryan Bombard

Date

2/24/2020

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 463560668
TOWAWAY LLC
87 CRAWFORD LN
HUDSON FALLS NY 12839



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER TOWAWAY LLC 3571 U.S 4 HUDSON FALLS NY 12839		CERTIFICATE HOLDER CITY OF SARATOGA SPRINGS OFFICE OF RISK & SAFETY 474 BROADWAY SARATOGA SPRING NY 12866	
POLICY NUMBER G2363 713-5	CERTIFICATE NUMBER 771120	POLICY PERIOD 01/01/2020 TO 01/01/2021	DATE 1/31/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2363 713-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 548988283



New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 463560668
TOWAWAY LLC
87 CRAWFORD LN
HUDSON FALLS NY 12839



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER
TOWAWAY LLC
3571 U.S 4
HUDSON FALLS NY 12839

CERTIFICATE HOLDER
CITY OF SARATOGA SPRINGS
OFFICE OF RISK & SAFETY
474 BROADWAY
SARATOGA SPRING NY 12866

POLICY NUMBER
G2363 713-5

CERTIFICATE NUMBER
771120

POLICY PERIOD
01/01/2020 TO 01/01/2021

DATE
1/31/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2363 713-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 548988283



TOWALLC-01

CMCINTOSH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2020

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

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

PRODUCER Associates of Glens Falls, Inc. 518-793-3444 228 Glen Street, PO Box 190 Glens Falls, NY 12801	CONTACT NAME: Carrie McIntosh PHONE (A/C, No, Ext): (518) 793-3444 106 FAX (A/C, No): (518) 793-1580 E-MAIL ADDRESS: cmcintosh@aogf.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Michigan Millers Mutual Ins Co	
NAIC # 14508	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		C0517914	9/4/2019	9/4/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		V0700495	9/4/2019	9/4/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			C0517914	9/4/2019	9/4/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garage & Dealers (Si			V0700495	9/4/2019	9/4/2020	On Hook/Garagekeeper 300,000
A	Property			C0517914	9/4/2019	9/4/2020	BIkt BPP/\$1,000 Ded. 158,417

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Saratoga Springs is Additional Insured as required by written agreement as respects to the General Liability on a primary noncontributory basis and on Automobile Liability.

CERTIFICATE HOLDER**CANCELLATION**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO CONNECT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Description	Limit Of Insurance	Page
Accidental Discharge of Airbag	Included	4
Audio, Visual and Data Electronic Equipment	\$5,000	4
Blanket Additional Insured-Required Under Written Contract	Included	2
Blanket Waiver of Subrogation When Required Under Written Contract	Included	7
Broad Form Insured	Included	1
Care, Custody or Control-Property of Passengers	Included	3
Drive Other Car-Broadened for Executive Officers	Included	5
Duties in the Event of an Accident, Claim, Suit, or Loss	Included	6
Employee as Lessor	Included	2
Employees As Insured	Included	2
Extra Expense-Stolen Vehicle	Included	4
Glass Breakage	Included/\$100 ded.	3
Hired Auto Physical Damage	\$75,000	3
Lessor-Additional Insured and Loss Payee	Included	6
Limited Fellow Employee	Included	2
Loss Of Use Expense	\$1,500 per loss	4
Multiple Deductible Protection	Included	5
Non-Owned Auto Waiver of Subrogation	Included	7
Personal Effects	\$1,000	4
Supplementary Payments	\$2,500/\$500 Per Day	2
Tapes, Records, and Discs	\$250	4
Towing	Included/\$250 ded.	3
Transportation Expenses/Rental Reimbursement Expenses	\$50 per day/\$1,500 max.	3
Unintentional Failure to Disclose Hazards	Included	6

The terms and conditions of this policy are amended as indicated below:

I. SECTION II - LIABILITY COVERAGE of the **BUSINESS AUTOMOBILE COVERAGE FORM** is amended as follows:

A. BROAD FORM INSURED

Paragraph 1. Who Is An Insured of A. Coverage, the following are added as "insureds" to this policy:

- a. Any subsidiary which is a legally incorporated entity in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the "Insured" does not include any subsidiary that is an "insured" under

any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

- b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain more than 50% ownership. However, the "Insured" does not include any newly formed or acquired organization:
 1. That is a joint venture or partnership;

2. That is an "insured" under any other valid and collectible automobile policy;
3. That has exhausted its Limit of Insurance under any other valid and collectible automobile policy; or
4. That has been acquired or formed by you for more than 180 days, or after the end of the policy period, unless you have given us notice of the acquisition or formation.

B. EMPLOYEES AS INSUREDS

For Covered "Autos", Paragraph 1. **Who Is An Insured of A. Coverage**, the following is added as "insureds" to this policy:

Any of your employees while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

C. BLANKET ADDITIONAL INSURED - REQUIRED UNDER WRITTEN CONTRACT

Paragraph 1. **Who Is An Insured of A. Coverage**, the following are added as "insureds" to this policy:

Any person(s), organization(s) or governmental entity with respect to the operation, maintenance, or use of a covered "auto" is also an "insured", if in order to comply with the terms of a written "insured contract" or written agreement you are required that such person(s), organization(s) or governmental entity be included as an "insured" on your policy. This does not apply when such a contract or agreement:

- a. Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- b. Is executed after the date of loss;

Provision C. b. above does not apply if:

- (1) The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
- (2) You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had

been agreed upon prior to the "accident" or "loss".

D. EMPLOYEE AS LESSOR

Under Paragraph 1. **Who Is An Insured of A. Coverage**, the following are added as "insureds" to this policy:

1. Any "auto" described in the Schedule of Covered Autos You Own will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease under the coverage for which it is a covered "auto".
2. While any covered "auto" described in the Schedule of Covered Autos You Own is leased to you by one of your "employees", Who Is An Insured is changed to include that "employee" as an "insured".

E. SUPPLEMENTARY PAYMENTS

Under Paragraph 2. **Coverage Extensions**, a. **Supplementary Payments** paragraphs a.(2) and a.(4) of **A. Coverage** are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased to \$2,500; and
2. In a.(4), the limit for the actual loss of earnings is increased to \$500 per day.

F. LIMITED FELLOW EMPLOYEE COVERAGE

Paragraph **B.5. Exclusions - Fellow Employee**, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other valid and collectible insurance.

G. CARE, CUSTODY OR CONTROL - PROPERTY OF PASSENGERS

Under **B.6. Exclusions - Care, Custody Or Control**, the following paragraph is added:

Liability coverage for a covered "auto" is changed as follows:

The Care, Custody or Control exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto".

**II. SECTION III - PHYSICAL DAMAGE
COVERAGE of the BUSINESS AUTOMOBILE
COVERAGE FORM is amended as follows:**

**A. HIRED AUTO PHYSICAL DAMAGE
COVERAGE**

Under **A. Coverage**, paragraph 1., the following is added:

d. Physical Damage - Hired Cars

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

The most we will pay for any one "accident" or "loss" to any hired "auto" is the lesser of the actual cash value of the hired "auto" or the cost to restore the hired "auto" to its "pre-accident physical condition", minus a deductible, up to a maximum limit of insurance of \$75,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other valid and collectible insurance that has been purchased for the specific purpose of applying as primary to a hired auto. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If symbol 8 is listed on the Covered Autos section of the policy declarations page as applying to any of the physical damage coverages, then the Hired Auto Physical Damage Coverage described on this form does not apply.

B. TOWING

Under **A. Coverage. 2. Towing**, is deleted and replaced with the following:

We will pay towing and associated labor costs each time a covered "auto" is disabled. Autos which are disabled do not include stolen vehicles. All labor must be performed at the place of disablement. For all types of

"autos", the Limit of Insurance is \$250 per disablement.

If the "auto" is of the private passenger type, there will be no deductible. However, if the "auto" is not a private passenger type, Towing coverage will only apply after application of a \$250 deductible. The deductible will not reduce the Towing coverage Limit of Insurance.

C. GLASS BREAKAGE

The following paragraph is added to **A. Coverage 3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless a lower deductible is shown on the declarations page for the coverage.

D. COVERAGE EXTENSIONS

Paragraph **4. Coverage Extensions** of **A. Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses/Rental Reimbursement Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expenses incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry Comprehensive, Specified Cause of Loss or Collision Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expense

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of

use expenses if caused by:

1. Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
3. Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$1,500 per "loss".

c. Extra Expense - Stolen Vehicle

We will pay for actual amounts expended to return a stolen covered "auto" to you up to a maximum of the actual cash value of the stolen covered "auto".

d. Personal Effects Coverage

We will pay up to \$1,000 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto". No deductible applies to this coverage.

E. TAPES, RECORDS, AND DISCS COVERAGE

Under paragraph B.4.Exclusions, exclusion 4.a. is deleted in its entirety.

The following is added to Paragraph A. Coverage:

1. Under Comprehensive Coverage, we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property or that of a family member; and
- b. Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$250.

2. No Physical Damage Coverage deductible applies to this coverage.

F. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE

The following is added to Exclusions, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown if it occurs in a covered "auto" for which Comprehensive coverage is purchased. This provision does not apply to "autos" you hire with a driver and it is excess over any valid and collectible warranty.

G. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is amended:

The sub-limit in Paragraph C.2. of the Limit of Insurance applicable to all electronic equipment that reproduces, receives or transmits audio, visual or data signals is increased to \$5,000.

H. MULTIPLE DEDUCTIBLE PROTECTION

The following is added to Paragraph D. Deductible:

1. Whenever a covered tractor and trailer are each damaged in the same "loss" while operating as a combined tractor and trailer unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.
2. When any occurrence results in a "loss" under more than one policy or coverage form issued by us, only one deductible shall apply to all damages arising from such an occurrence. Only the largest deductible of the applicable Coverage form(s) will apply to such "loss".
3. In no event will the deductible amount ever be greater than the amount that would have applied without this provision.

III. SECTION II - LIABILITY COVERAGE and SECTION III - PHYSICAL DAMAGE

**COVERAGE of the BUSINESS AUTOMOBILE
COVERAGE FORM are amended as follows:**

**A. DRIVE OTHER CAR COVERAGE -
BROADENED FOR EXECUTIVE OFFICERS**

1. Changes In Liability Coverage

- a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any "executive officer" or by his or her spouse while a resident of the same household except:

(1) Any "auto" owned by that "executive officer" or by any member of his or her household.

(2) Any "auto" used by that "executive officer" or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

- b. The following is added to **Who Is An Insured**:

Any "executive officer" and his or her spouse, while a resident of the same household are "insureds" while using any covered "auto" described in above Paragraph A.1.

**2. Changes In Auto Medical Payments
And Uninsured And Underinsured
Motorists Coverages**

The following is added to **Who Is An Insured**:

Any "executive officer" and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that "executive officer" or by any "family member".

**3. Changes In Physical Damage
Coverage**

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of an "executive officer" or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that "executive officer" or by any member of his or her household.

- b. Any "auto" used by that "executive officer" or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

4. Additional Definition

As used in this section:

- a. "Family member" means a person related to the "executive officer" by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

- b. "Executive officer" means a person holding any of the officers positions created by your charter, constitution, bylaws or any other similar governing document.

**B. LESSOR - ADDITIONAL INSURED AND
LOSS PAYEE**

1. Coverage

- a. Any "leased auto" designated or described in the Schedule of Covered Autos You Own will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

- b. For a "leased auto" designated or described in the Schedule of Covered Autos You Own, **Who Is An Insured** is changed to include as an "insured" the lessor as shown in the Policy Interest Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

(1) You;

(2) Any of your "employees" or agents; or

(3) Any person, except the lessor of any other "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

- c. The coverages provided under this section apply to any "leased auto"

described in the Schedule of Covered Autos You Own until the expiration date shown in the lease agreement, or when the lessor or his or her agent takes possession of the "leased auto", whichever comes first.

2. Loss Payable Clause

- a. We will pay, as interest may appear, you and the lessor named for "loss" to a "leased auto".
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

3. Cancellation

- a. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation provisions within this policy.
 - b. If you cancel the policy, we will mail notice to the lessor.
 - c. Cancellation ends this agreement.
4. The lessor is not liable for payment of your premiums.

5. Additional Definition

As used in this section:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

IV. SECTION IV - BUSINESS AUTO CONDITIONS of the **BUSINESS AUTOMOBILE COVERAGE FORM** is amended as follows:

A. Duties in the Event Of an Accident, Claim, Suit, or Loss

1. Your obligation in **Loss Condition A.2.a.** relative to notification requirements applies only when the "accident" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;

- c. A member, if you are a joint venture or limited liability company; or
- d. An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

B. Unintentional Failure To Disclose Hazards

If you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rates and/or rules.

C. Non-Owned Auto Waiver of Subrogation

We hereby waive any right of subrogation against any of your officers, directors, or employees which might arise by reason of any payment under the insurance afforded by the policy for the operation, maintenance, use, loading, or unloading of non-owned "autos". This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or employee.

D. Blanket Waiver of Subrogation When Required Under Written Contract

The following is added to **5. Transfer of Rights of Recovery Against Others To Us**:

1. However, we waive any right of recovery we may have against a person, organization or government entity when you have waived such right of recovery under a written "insured contract" provided such written "insured contract" is:
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the "accident" or "loss"; or executed after the "accident" or "loss" if:
 - (1) the terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and

(2) you can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon to the "accident" or "loss".

2. Waiver of any rights of recovery as applies to government entities will apply to the extent permitted by law.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown on the declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**NEW YORK COMMERCIAL GENERAL LIABILITY CONNECT
ENDORSEMENT**

This endorsement modified insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Description	Limit Of Insurance	Page
Additional Insured		
State or Political Subdivisions – Permits	Included	3
Managers or Lessors of Premises	Included	3
Lessor of Leased Equipment	Included	3
Broad Form Vendors	Included	3
By Written Contract	Included	4
Broad Form Named Insured	Included	2
Broad Form Property Damage	\$25,000 Per Occurrence	2
Broad Knowledge / Notice of Occurrence	Included	5
Damage To Premises Rented to You	\$300,000 Any One Premises	1
Incidental Medical Malpractice Liability	Included	5
Liberalization	Included	6
Medical and Dental Payments	\$10,000 Medical Expense Limit	2
Newly Acquired Organizations	Included	3
Non-Owned Watercraft	51 feet	1
Primary and Non-Contributory-Other Insurance Condition	Included	6
Property Damage Liability – Borrowed Equipment	\$25,000 Occurrence / \$50,000 Aggregate	2
Property Damage Liability – Elevator and Sidetrack Agreement	Included	2
Supplementary Payments Increased Limits		
Bail Bonds	\$2,500	2
Loss of Earnings per Day	\$1,000	2
Waiver of Transfer of Rights Of Recovery Against Others to Us	Included	6

The terms and conditions of this policy are amended as indicated below:

I. Non-Owned Watercraft

**SECTION I - COVERAGES, COVERAGE A.
BODILY INJURY AND PROPERTY DAMAGE,**
Exclusion 2.g.(2) is revised as follows:

This exclusion does not apply to:

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your expressed or implied consent,

either uses or is responsible for the use of the watercraft.

II. Damage To Premises Rented To You

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**, the last paragraph of 2. is deleted and replaced with the following:

Exclusions c. through n. do not apply to "Property Damage" to the premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of

Insurance applies to this coverage which is the greater of:

1. The Damage To Premises Rented To You Limit for Each Occurrence shown in the Declarations; or
2. \$300,000

Under **Section III - LIMITS OF INSURANCE**, paragraph 6. does not apply.

III. Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A & B, is revised as follows:

1. In paragraph b. the limit of \$250 for bail bonds is increased to \$2,500.
2. In paragraph d., the limit of \$250 for daily loss of earnings is increased to \$1,000.

IV. Medical And Dental Payments

Under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**, if **COVERAGE C. MEDICAL PAYMENTS**, is not otherwise excluded from this Coverage Part:

1. The Medical Payments Limit is changed to the greater of:
 - a. \$10,000; or
 - b. The Medical Expenses Limit shown in the Declarations of this Coverage Part.
2. The provision, in **C. 1.a.(3)(b)** that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years.

V. Broad Form Property Damage

Under **SECTION I - COVERAGE A**, Exclusion 2.j. is amended as follows:

1. Paragraph (3) does not apply.
2. Paragraphs (4) and (6) do not apply to customer's property at your described premises.

We do not cover any property:

1. Subject to motor vehicle registration; or
2. While being used to perform construction operations.

Our limit for any one "occurrence" under this coverage provision is \$25,000.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV - COMMERCIAL GENERAL**

LIABILITY CONDITIONS 4. Other Insurance is changed accordingly.

VI. Property Damage Liability - Elevators And Sidetrack Agreements

The following is added under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

1. Exclusions j.(3), (4) and (6) do not apply to the use of elevators.
2. Exclusion k. does not apply to:
 - a. The use of elevators; or
 - b. Liability assumed under a sidetrack agreement.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4.** Other Insurance is changed accordingly.

VII. Property Damage Liability - Borrowed Equipment

The following is added to Exclusion j. under **Coverage A.** (Section I):

Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of **SECTION III - LIMITS OF INSURANCE**, the maximum limit in any one occurrence is \$25,000 and an annual aggregate of \$50,000.

This insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to you, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4.** Other Insurance is changed accordingly.

VIII. Broad Form Named Insured

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

- 1.f. An organization other than a partnership, joint venture or limited liability company, any of your subsidiary companies or any company over which you exercise control and actively manage and to which other insurance does not apply are an insured.

IX. Newly Acquired Organizations

Under **SECTION II - WHO IS AN INSURED**, 3. is deleted and replaced with the following:

1. If you are an organization other than a partnership, joint venture, or limited liability company, any organization you newly acquire or form over which you maintain ownership or majority interest, exercise control and actively manage and to which no other similar insurance is available is a named insured.

However:

- a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- b. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

X. Additional Insureds

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

Section II - Who Is An Insured is amended to include as Additional Insureds a. through e. as shown below.

However:

1. The insurance afforded to such additional insured(s) only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

a. State or Political Subdivisions - Permits

Any state or governmental agency or subdivision or political subdivision which has issued a permit to you, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- (2) This insurance does not apply to:

- (a) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

b. Managers Or Lessors of Premises

Any manager or lessor of premises shown in the Declarations is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of any manager or lessor of premises shown in the Declarations.

c. Lessor of Leased Equipment

The person(s) or organization(s) who leases equipment to you for use in your business is also an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

d. Broad Form Vendors

Any person(s) or organization(s) (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out

of "your products" which are distributed or sold in the regular course of a vendor's business, subject to the following additional exclusions:

- (1) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omissions or those of its employees or anyone else acting on its behalf.

However, this exclusion does not apply to:

- (a) The exceptions contained in Sub-Paragraphs (d) or (f); or
- (b) Such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made part of the Coverage Part.
- (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-complete hazards" is excluded either by the provisions of the Coverage Part or by endorsement.

e. By Written Contract

The following is amended in **SECTION II - WHO IS AN INSURED:**

To include as an additional insured any person or organization that you are required to add as an additional insured to this policy by a written contract or written agreement that is:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", "property damage", "personal and advertising injury".

The insurance provided to the additional insured applies as follows:

- a. That person or organization is only an additional insured with respect

to liability caused by your negligent acts or omissions at or from:

- (1) Premises you own, rent, lease, or occupy or
- (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or agreement.

b. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this policy whichever is less. These limits shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, a. through e. the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured(s) is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less

The provisions a. through e. shall not increase the applicable Limits of Insurance shown in the Declarations.

4. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, under 4. Other Insurance, is amended as follows:

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

- a. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change

orders or drawings, designs or specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

b. The insurance afforded the additional insured does not apply to:

- (1) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on the behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than the contractor or subcontractor engaged in performing operations for a principal as part of the same project.

XI. Incidental Medical Malpractice Liability

SECTION II - WHO IS AN INSURED is amended to add the following paragraph:

However, Part 2.a.(1)(d) does not apply to employed nurses or other employees, excluding physicians or medical doctors, who provide incidental health care services within the scope of their employment by you.

XII. Broad Knowledge/Duties In The Event Of Occurrence, Offense, Claim or Suit

The following is added under paragraph 2a. and b., **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

1. How, when and where the "occurrence" or offense took place;
2. The names and addresses of any injured persons and witnesses; and
3. The nature and location of any injury or damage arising out of the "occurrence" or offense.

If a claim is made or "suit" is brought against any insured, you must:

1. Immediately record the specifics of the claim or "suit" and the date received; and
2. Notify us as soon as practicable.

This Condition only applies when the "occurrence", offense, claim or "suit" is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Failure by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an "occurrence", offense, claim or "suit" will not jeopardize your coverage.

If you report an accident to your Workers' Compensation insurance carrier which later develops into a liability occurrence, coverage for which is provided by this policy, failure to report such occurrence to us at the time of the accident shall not be a violation of the notification of loss condition in this policy (**Condition 2. in Section IV**). It is understood and agreed, however, that you shall give notification of such occurrence to us as soon as you are made aware of the fact that the particular accident has developed into a liability claim.

XIII. Primary And Noncontributory Insurance

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that :

1. The additional is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XIV. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the paragraph **8. Transfer of Rights of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products - completed operations hazard" or your ongoing operations, done under a written contract with that person or organization. Subject to the following:

1. The written contract requires you to waive your rights to recover from that person or organization; and
2. The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

XV. Liberalization

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added:

With respect to coverage provided by this endorsement, if we adopt any revision that would broaden the coverage under this endorsement without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown on the Declarations.

“ Schedule A”

The following standards shall be the minimum required for Vendor/Service Providers providing tow services to the City of Saratoga Springs.

1. Equipment and Vehicles Required (not to be less than):

A. One (1) Medium Duty Tow Truck, GVWR 12,000 pounds minimum, Boom Rating 30,000 pounds minimum.

B. One (1) Heavy Duty Tow Truck, GVWR 40,000 pounds minimum, Must be equipped to transport disabled vehicle with own brake system.

C. One (1) Flatbed Vehicle, GVWR 10,000 pounds minimum. Must be equipped with a tilt bed winch feature capable of removing disabled vehicles or vehicle parts.

D. One truck to be able to access parking garages for either service and/or tow.

2. Response Time: The Vendor/Service Provider must be capable of a (30) minute or less response time from the initial call for service. Weather conditions will be taken into account on slower response times.

3. Communications: The tow truck operators must be equipped with communications capabilities that allow for the SSPD Communications Center or Tow Company Dispatcher to have direct contact with the tow operator.

4. Hours of Operation: “On Duty” tow operations must be available 24/7 for police related calls. For the purpose of “after hours” billing, the established hours of operation per this contract are Monday – Saturday, 8am – 6pm.

5. Location of Operations: The base of operations must be within 1 mile of the City limits. Storage of towed or impounded vehicles must be within the City limits.

6. Method of Payments: The Vendor/Service provider must be approved to accept all major Debit/Credit Cards. Although not mandatory, Auto Club such as AAA would be a benefit.

7. Removal of Debris from Highway: The Vendor/Service provider must comply with NYS Vehicle and Traffic Law, Section 1219c, requiring tow services to remove wrecked or damaged vehicles, vehicle parts and other debris from the roadway. Furthermore, as stated in this contract the roadway must be left in a “broom clean” state.

8. Licenses: All tow operators must be licensed within NYS to operate the appropriate vehicles they are responding in and they must have a valid NYS Driver’s license. Copies of all tow operators NYS Driver’s License must be provided to SSPD at the time this contract is enforced.

“Schedule B”

2020 / 2021 Approved Towing Fee’s:

The established towing fees are based on a per vehicle rate. The fees are set for the life of the associated contract and are only applicable to inside the City of Saratoga Springs Municipal Boundaries.

City Surcharge	\$ 20.00
Vehicle Storage/Impound per day	\$ 40.00 (a)
Service Calls (Jumpstart, Tire Change, Lockout, Fuel Delivery + Fuel)	\$ 60.00
Accident Debris Clean-up (to include shoveling/sweeping)	\$ 100.00
Police Vehicle within City Limits + 5 miles	\$ 75.00
After Hours Service & Holiday Service for vehicle or personal property retrieval	\$100.00 (b)
Administrative Fee for associated paperwork (SSPD, Insurance, DMV)	\$100.00
Non-Accident Tow inside City Limits (Conventional and Flatbed Trucks)	\$150.00
Recovery to Roadway (Winch Out)	\$150.00
Accident Tow (Conventional or Flatbed) with No Collision Insurance	\$350.00
Accident Tow (Conventional or Flatbed)	\$400.00
Speedy Dry	\$ 35.00
Dollies	\$ 50.00

a) Vehicle Storage/Impound per day does not take effective until after the first 24hrs have passed

b) Per this contract the “On-Duty” hours are considered Monday – Saturday, 8am – 6pm. The afterhours would apply outside of the above mentioned times.

c) Medium Duty, Heavy Duty Trucks, and all other associated costs with Commercial vehicles and any type of Hazardous Material clean-up are at the discretion of the Tow vendors. However, prior to signing the contract with the City the tow vendors must submit those prices to be attached to the contract and effective for the life of the contract.

“ Schedule C”

2020 / 2021 Towing Rotation:

The SSPD has established a towing rotation that will be effective 8:00am Monday through 7:59am the following Monday.

02/10/2020 – 02/17/2020: Matt’s	07/13/2020 – 07/20/2020: Matt’s
02/17/2020 – 02/24/2020: Towaway	07/20/2020 – 07/27/2020: Towaway
02/24/2020 – 03/02/2020: Matt’s	07/27/2020 – 08/03/2020: Matt’s
03/02/2020 – 03/09/2020: Towaway	08/03/2020 – 08/10/2020: Towaway
03/09/2020 – 03/16/2020: Matt’s	08/10/2020 – 08/17/2020: Matt’s
03/16/2020 – 03/23/2020: Towaway	08/17/2020 – 08/24/2020: Towaway
03/23/2020 – 03/30/2020: Matt’s	08/24/2020 – 08/31/2020: Matt’s
03/30/2020 – 04/06/2020: Towaway	08/31/2020 – 09/07/2020: Towaway
04/06/2020 – 04/13/2020: Matt’s	09/07/2020 – 09/14/2020: Matt’s
04/13/2020 – 04/20/2020: Towaway	09/14/2020 – 09/21/2020: Towaway
04/20/2020 – 04/27/2020: Matt’s	09/21/2020 – 09/28/2020: Matt’s
04/27/2020 – 05/04/2020: Towaway	09/28/2020 – 10/05/2020: Towaway
05/04/2020 – 05/11/2020: Matt’s	10/05/2020 – 10/12/2020: Matt’s
05/11/2020 – 05/18/2020: Towaway	10/12/2020 – 10/19/2020: Towaway
05/18/2020 – 05/25/2020: Matt’s	10/19/2020 – 10/26/2020: Matt’s
05/25/2020 – 06/01/2020: Towaway	10/26/2020 – 11/02/2020: Towaway
06/01/2020 – 06/08/2020: Matt’s	11/02/2020 – 11/09/2020: Matt’s
06/08/2020 – 06/15/2020: Towaway	11/09/2020 – 11/16/2020: Towaway
06/15/2020 – 06/22/2020: Matt’s	11/16/2020 – 11/23/2020: Matt’s
06/22/2020 – 06/29/2020: Towaway	11/23/2020 – 11/30/2020: Towaway
06/29/2020 – 07/06/2020: Matt’s	11/30/2020 – 12/07/2020: Matt’s
07/06/2020 – 07/13/2020: Towaway	12/07/2020 – 12/14/2020: Towaway

12/14/2020 – 12/21/2020: Matt's
12/21/2020 – 12/28/2020: Towaway
12/28/2020 – 01/04/2021: Matt's
01/04/2021 – 01/11/2021: Towaway
01/11/2021 – 01/18/2021: Matt's
01/18/2021 – 01/25/2021: Towaway
01/25/2021 – 02/01/2021: Matt's
02/01/2021 – 02/08/2021: Towaway
02/08/2021 – 02/15/2021: Matt's
02/15/2021 – 02/22/2021: Towaway
02/22/2021 – 03/01/2021: Matt's
03/01/2021 – 03/08/2021: Towaway
03/08/2021 – 03/15/2021: Matt's
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05/31/2021 – 06/07/2021: Matt's
06/07/2021 – 06/14/2021: Towaway

06/14/2021 – 06/21/2021: Matt's
06/21/2021 – 06/28/2021: Towaway
06/28/2021 – 07/05/2021: Matt's
07/05/2021 – 07/12/2021: Towaway
07/12/2021 – 07/19/2021: Matt's
07/19/2021 – 07/26/2021: Towaway
07/26/2021 – 08/02/2021: Matt's
08/02/2021 – 08/09/2021: Towaway
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11/22/2021 – 11/29/2021: Towaway
11/29/2021 – 12/06/2021: Matt's
12/06/2021 – 12/13/2021: Towaway

12/13/2021 – 12/20/2021: Matt's

12/20/2021 – 12/27/2021: Towaway

12/27/2021 – 01/03/2022: Matt's

01/03/2022 – 01/10/2022: Towaway

01/10/2022 – 01/17/2022: Matt's

01/17/2022 – 01/24/2022: Towaway

01/24/2022 – 01/31/2022: Matt's

This towing agreement shall run from 02/10/2020 – 01/31/2022. Any proposed changes to pricing for a new contract after 01/31/2022 must be presented to the Department of Public Safety no later than 12/01/2021. The City shall then meet with vendors to discuss changes so that a new contract can be in place prior to the expiration of the present contract.



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: Saratoga Car Rental, Inc. DBA Matt's of Saratoga
Company Address: 300 Maple Avenue Saratoga Springs NY 12866
Company Telephone No.: 518-583-1111 Company Fax No.: 518-583-2277
Tow Contractor Primary Contact: Joe Ernst Title: Vice President
Primary Contact Email: mattsofsaratoga@gmail.com
Service to be Provided: Towing
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Contract:** The Tow Contractor shall provide the City with the services set forth herein. The Tow Contractor assumes full responsibility for the provision of the services made available in this Contract. The Tow Contractor shall be so liable even when the Tow Contractor subcontracts the provision of a portion of the services. Subcontracting shall be permitted only with the prior written approval of the City. The Tow Contractor assumes all risks in the performance of all its activities authorized by this Contract. The scope of this Contract is as follows:

- The Tow Contractor shall provide towing services to the City on an as needed basis and shall be one of the companies assigned to perform Saratoga Springs' Police Department (SSPD) ordered tows for vehicles involved in traffic collisions; vehicles illegally parked in violation of City Code; vehicles considered legally abandoned or in violation on any other NYS Vehicle and Traffic Law; and vehicles ordered to be impounded for any reason, including, but not limited to evidence or involvement in criminal activity.
- The Tow Contractor shall meet or exceed all standards and/or regulations established by the City and attached hereto as Schedule A & Schedule B. The City's Commissioner of Public Safety shall have the authority to amend such standards and/or regulations at any time upon written notice to the Tow Contractor.
- The Tow Contractor shall ensure that adequate personnel, vehicles, and equipment are available for assignment to meet the City's needs, twenty four (24) hours a days, seven (7) days a week, Three Hundred Sixty Five (365) days a year.. Absent extraordinary circumstances, the Tow Contractor must be on the scene within thirty (30) minutes of being dispatched by SSPD.
- SSPD reserves the right to establish and implement a towing rotation that will be strictly followed by you the Tow Contractor and SSPD. Specific requests by an operator/owner for a particular service will be considered whenever possible. The officer's ability to clear the scene in a timely and safe manner will often dictate when an owner/operator's requests will be considered. The rotation list is attached hereto as Schedule C.
- Incidents involving large vehicles, tractor trailers, buses, etc. will result in calling those services capable of handling the incident. Consideration will be given to special equipment needs. Should the scope of work be larger than the on duty tow company can handle on its own, SSPD reserves the right to contact other tow vendor(s) who have been approved by the City.
- Tow Contractor vehicles shall be equipped with communications equipment capable of either communicating directly with a base station at the Tow Contractor's point of contact, contract with an answering service or be equipped with mobile phone capability allowing contact with the police department.
- As Tow Contractor vehicles are dispatched, the Tow Contractor agrees to provide the Saratoga Springs' Police Department with the following:
 - o Phone number from which tow vehicles will be dispatched;
 - o Location of Tow Contractor's storage yard which must be located within the City's limits;
 - o Capacity of said Tow Contractor's storage yard; and
 - o Number and identification of Tow Contractor's employees.
- Tow Contractor must advise SSPD Dispatch of the following:
 - o Confirmation that they are in route to the call
 - o Any change in status and/or need for additional equipment and the ETA of said additional equipment
 - o Any extenuating circumstances that could hinder the proper handling of the tow.
- Each vehicle utilized by the Tow Contractor for towing purposes with regard to this contract shall have clearly identified, on the side of each vehicle, the name of the Tow Contractor from which they are used. The City reserves the right to deny tows to deployed unmarked vehicles.
- The Tow Contractor agrees to supply the City with a list of vehicles to be used during the term of this Contract including make; model; year; tow gross weight rating capacity; vehicle identification number; and license plate of each vehicle.
- The Tow Contractor must provide copies of registrations for all towing and recovery vehicles. Those vehicles must be registered as a tow truck per New York State law.
- The Tow Contractor must provide copies of driver licenses, showing the operator's tow truck endorsement. All tow trucks operated under this contract must be operated by duly licensed drivers (tow truck endorsement) capable of operating all equipment as required per New York State law.
- The SSPD requires that all Tow Contractors must be registered with the NYS Department of Motor Vehicles as a repair shop, automotive dealership, vehicle dismantler, salvage pool, mobile car crusher or itinerant vehicle collector per 15 NYCRR part 81.
- In the event of a snow emergency declared by the City, the Tow Contractor shall be required to provide a minimum of one (1) flatbed tow vehicle or car carrier and the necessary personnel to provide backup towing services upon the City's request for the duration of the snow event. The Tow Contractor shall provide the contact information of the person it designates to coordinate with the City during this

snow emergency. SSPD reserves the right to contact other contracted tow vendor(s) for additional assistance should the scope of work become larger than the on duty tow agency can handle on its own in a timely manner.

- The Tow Contractor agrees to tow any disabled City-owned vehicle upon request for a fee of Seventy Five Dollars (\$75.00). Said rate shall apply for tows within the City's limits to the City's designated garages and/or designated City repair shops that are located within five (5) miles of the City limits. See attached Schedule B.

- **Towing Fees:**

- SSPD reserves the right to establish a standard fee for service call and towing services. Though not the intention to interfere with the price for tows established by individual vendors, the SSPD wishes to insure a fair fee is utilized by all vendors when dealing with the general public acting under the direction of the Police Department. This is attached as Schedule B.
- The Tow Contractor shall collect from owners / operators of vehicles towed at the City's request any surcharge duly established by the City Council and made payable to the City. The Tow Contractor shall keep a record of all surcharges collected and shall turn over money collected as surcharges to the City each month. A surcharge of twenty dollars (\$20.00) shall be paid to the City of Saratoga Springs by the owner or operator of each vehicle removed by an authorized towing service at the request of the City pursuant to City Code 225-59. See attached Schedule B.
- Medium Duty and Heavy Duty Towing Fees will be addressed in the Schedule B.

- **Vehicle Removal:**

- The Tow Contractor shall remove all vehicles in a manner deemed appropriate to the business practice of the trade and through the use of proper equipment, consistent with the public's safety and welfare.
- The Tow Contractor shall transfer the vehicle from the place of the removal to the Vendor's storage area located within City limits unless directed to do otherwise by the Police Officer at the scene.
- After removing the disabled vehicle from the roadway, the Tow Contractor shall be responsible for clearing the roadway of debris and return the road to "broom clean" state. The Tow Contractor, with prior authorization by the City, shall be allowed to bill the owner of the vehicle for the reasonable costs of said cleanup.
- If the Tow Contractor tows a vehicle which is identified as a Scofflaw or impounds a vehicle at the direction of the Saratoga Springs' Police Department, then the Tow Contractor cannot release said vehicle to the owner or deem the vehicle abandoned prior to the Vendor's receipt of the Saratoga Springs' Police Department's Vehicle Impound Release or an order of a Court of competent jurisdiction.
- Any fees authorized by this Contract for which labor rates apply shall be documented in "real time" on the Vendor's invoice and shall be charged based upon said invoice.

- **Vehicle Storage and Associated Fees:**

- The Tow Contractor shall store vehicles in a secure, fenced storage facility located within the limits of the City. Vehicles must be available for release, at a minimum Monday through Saturday from 8:00AM to 6:00PM except for the following holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day. Storage charges shall not apply for days that the vehicles are not available for release.
- The Tow Contractor agrees to conspicuously post its schedule for storage of motor vehicles at its storage area and central garage along with contact information and to promptly notify the City of any change in said schedule.
- The City shall not be responsible for any payment to the Tow Contractor for any storage fee for any vehicle towed by police order, whether redeemed by the owner or not.
- The City reserves the right to inspect the Vendor's storage area and any and all vehicles removed pursuant to this Contract. The City also reserves the right to maintain a representative at the Vendor's storage area for the purpose of inspection, without prior written notice.
- The Tow Contractor may charge fees as described in Schedule B attached hereto herein.
- The Contractor is required to use an invoice system for all service and tow calls that have been requested by the SSPD. The invoice must include the customer's name and address, a description of the vehicle including: make, model, year, color, license plate number and vehicle identification number, the date, time of arrival at and departure from the towed to location, the location of the services rendered, and, if applicable, a calculation of the charges. One copy of the invoice shall be given to the customer, one shall be attached to the SSPD tow sheets that are returned to SSPD monthly and one shall be kept by the contractor. Any complaints or questions in regard to this towing operation may be referred to [Name of Contractor] at [Contractor's phone number]. Any complaints about the pricing may be directed to SSPD Traffic Sergeant.

- **Public Interactions:** The Tow Contractor acknowledges and agrees that the work performed under this Contract is done at the request of the City and that its employees, agents and staff will necessarily have contact with the public under sometimes stressful circumstances. The Tow Contractor acknowledges and agrees that its employees, agents, and staff will use tact and courtesy when dealing with members of the general public and that it shall conduct its business in a professional and business-like manner.

- **Handling of Complaints From Tow Service Customers:**

All inquiries with respect to the SSPD Commercial Tow Operator Policy must be directed to the SSPD at the 5 Lake Ave., Saratoga Springs, New York 12866. Complaints of any nature are to be directed to the SSPD Traffic Sergeant. At no time are participants to make any inquiry or complaints to communication officers or patrol officers. All complaints and inquiries are to be in writing and must be submitted no later than five (5) business days from the date of the incident. The Tow service may be given the opportunity to resolve the complaint directly with the complainant. The SSPD will conduct an investigation on any complaint and notify the complainant of the resolution. Complaints investigated and found to be valid will result in the following action:

- First action – Written letter of warning
- Second action – 30 day suspension from rotation
- Third action – Permanent removal from rotation

- **Handling of Complaints From Tow Services**

All inquiries with respect to this contract must be directed to the SSPD Traffic Sergeant at 5 Lake Avenue., Saratoga Springs, New York 12866. All complaints and inquiries are to be in writing and must be submitted no later than five (5) business days from the date of the incident. The SSPD will conduct an investigation into any complaint in a timely fashion and notify the complainant of the resolution. Any decision made by the SSPD with respect to any portion of this policy shall be binding on all parties involved and shall be final. Any UNRESOLVED complaint may be referred to the City Attorney's Office.

FAILURE TO COMPLY WITH ANY OF THESE PROVISIONS MAY RESULT IN TOW SERVICES BEING REMOVED FROM THE CALL OUT LIST ON A TEMPORARY OR PERMANENT BASIS.

2. **Term of Contract:** The term of this Contract shall commence per the date of approval of this contract by the City Council of the City of Saratoga Springs. This Contract shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by January 31st, 2022. Any modification of the work performed by the Tow Contractor shall be made in writing and shall not be undertaken until the City agrees to the modification. The Tow Contractor assumes full responsibility for the provision of the services contracted for in this Contract. The Tow Contractor shall be so liable even when the Tow Contractor subcontracts the provision of a portion of the services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Tow Contractor will provide his or her own equipment and materials as necessary to perform the work. The Tow Contractor assume all risks in the performance of all its activities authorized by this contract. The City may terminate this Contract at any time prior to the expiration of the Contract term by providing the Tow Contractor with written notice of any such termination.
3. **Terms of Payment:** Tow Contractor 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 Tow Contractor in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this contract must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. Detailed original invoices not received within thirty (30) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Contract will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Chief of Police and/or his designee(s) is the designated Project Manager for this Contract, 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 Tow Contractor is DE KRIST. Any notice, request, demand or other communication required or provided for in this Contract 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: City Saratoga Springs, Chief of Police, 5 Lake Avenue, Saratoga Springs, NY 12866

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

To Tow Contractor: *[Signature]* Saratoga Car Rental Inc. DBD MATTS & S. Saratoga
5. **Conflicts of Interest:** The Tow Contractor represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the contract.
6. **City Property:** All information and materials received hereunder by the Tow Contractor from the City are and shall remain the sole and exclusive property of the City and the Tow Contractor shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Tow Contractor. Any written reports, opinions and advice rendered by the Tow Contractor shall become the sole and exclusive property of the City, and the Tow Contractor shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Tow Contractor.
7. **Retention of Records:** The Tow Contractor shall make available to the City all information pertinent to the project, including reports and any other data. All original records generated as a result of the services provided shall be maintained by the Tow Contractor for a period of six (6) years after expiration of the Contract. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Tow Contractor 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 Tow Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Tow Contractor and its staff are to be and shall remain an independent Tow Contractor with respect to all services performed under this Contract. The Tow Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Contract. Any and all personnel of the Tow Contractor or other persons, while engaged in the performance of any work or services required by the Tow Contractor under this Contract, 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 Tow Contractor, its officers, agents, Tow Contractors or employees shall in no way be the responsibility of the City; and the Tow Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the Contract for the provision of professional services as outlined above: The Tow Contractor shall procure and maintain during the term of this Contract, at the Tow Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Tow Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Tow Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Tow Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Tow Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Contract; (2) withholding any/all payment(s) due under this Contract or any other Contract it has with the Tow Contractor (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 Tow Contractor.

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

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

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

10. **Indemnification:** The Tow Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees, 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 Tow Contractor or its employees or anyone for whom the Tow Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Tow Contractor, as aforesaid. The Tow Contractor's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Contract.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City specifically reserves the right to suspend or terminate all work under this Contract whenever Tow Contractor, and/or Tow Contractor's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Tow Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Tow Contractor. If the City exercises its rights pursuant to this part, the Tow Contractor shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Tow Contractor's service to the public or the City's immediate need for completion of the Tow Contractor's work. In such case, Tow Contractor shall immediately cure the defect. If the Tow Contractor fails to cure the identified defect(s), the City shall have the right to immediately terminate this contract. In the event that the City terminates this Contract, any payments for work completed by the Tow Contractor shall be reduced by the costs incurred by the City by the increase in cost that results from using a different Tow Contractor.
14. **Tow Contractor Code of Conduct:** The City is committed to conduct business in a lawful and ethical manner and expects the same standards from Tow Contractors/suppliers that the City conducts business with. The City requires that all Tow Contractors 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 Tow Contractors. Tow Contractors agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Tow Contractors meet the following standards:

- **Legal:** Tow Contractors 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 Tow Contractor should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Tow Contractors shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Tow Contractors shall comply with all applicable environmental laws and regulations. Where practicable, Tow Contractors 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 Tow Contractor hereby acknowledges that it has received the City's Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Tow Contractor acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business

relationship. Tow Contractor reserves the right to terminate its contract to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Contract shall be governed and construed under the laws of the State of New York, the location where this contract was accepted to by Tow Contractor. The Tow Contractor agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract.
16. **Venue:** The City and the Tow Contractor hereby agree that any litigated matters shall be venued in the state court of the State of New York in the County of Saratoga.
17. **Assignment:** The Tow Contractor is prohibited from assigning, conveying, subletting or otherwise disposing of the Tow Contractor's right, title, or interest therein, or the Tow Contractor's power to execute this contract to any other person or corporation without the previous written consent of the City. If the Tow Contractor assigns, conveys, sublets or otherwise disposes of the Tow Contractor's right, title, or interest without prior written consent, the City shall revoke and annul this Contract, and the City shall be relieved and discharged from any and all liability growing out of this Contract, 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.
18. **Termination:** The Tow Contractor and the City may mutually agree, in writing, to terminate this contract at any time. The City may also terminate this Contract at any time and for any reason by mailing written notice to the Tow Contractor at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Contract at any time in event of default or violation by the Tow Contractor of any provision of this Contract. 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 Contract.
19. **Default:** Tow Contractor's failure to perform its obligations and comply with its representations under this contract shall constitute a default under this contract. Upon Tow Contractor's default, the City may cancel this Contract and immediately stop payment of any fees to Tow Contractor hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Tow Contractor's default.
20. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this contract 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.
21. **Entire Contract:** This Contract sets forth the entire contract and understanding of the parties relating to the subject matter contained herein except as to those matters or contracts 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 Contract. This contract supersedes any and all prior contracts, whether written or oral, relating to the subject matter contained herein. This Contract shall not be amended, changed or otherwise modified except in writing, signed by both parties.
22. **Severability:** In the event that any portion of this Contract may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Contract which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
23. **Modification:** This Contract may be modified only by a writing signed by both parties.
24. **Execution:**

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

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

Tow Contractor Certification: In addition to the acceptance of this Contract, 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 Contract.

Tow Contractor Signature:  Date: 2/17/2020

Print Name: Joe Ernst Title: Vice President

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____



New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

***** 141820698
MINICO INSURANCE AGENCY, LLC
1 WINNERS CIRCLE
SUITE 202
ALBANY NY 12205

POLICYHOLDER SARATOGA CAR RENTAL, INC DBA KJ STERNS TOWING 391 MAPLE AVENUE SARATOGA SPRINGS NY 12866	CERTIFICATE HOLDER CITY OF SARATOGA SPRINGS 474 BROADWAY SARATOGA SPRINGS NY 12866
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POLICY NUMBER G2377 348-4	CERTIFICATE NUMBER 886964	POLICY PERIOD 01/01/2020 TO 01/01/2021	DATE 2/26/2020
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2377 348-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
KIMBERLY N ERNST
VICE PRESIDENT
JOSEPH R ERNST
SARATOGA CAR RENTAL INC DBA
KJ STERNS TOWING, 2 OF 2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 694679090



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2019

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

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

PRODUCER UIS Agency LLC P.O. Box 432 Thiells NY 10984		CONTACT NAME: Erica Kessler PHONE (A/C, No., Ext.): (888) 258-2571 FAX (A/C, No.): (914) 347-6661 E-MAIL ADDRESS: Erica@UISAgencyLLC.com	
INSURED Saratoga Car Rental, Inc., DBA: KJ Sterns Towing 391 Maple Avenue Saratoga Springs NY 12866		INSURER(S) AFFORDING COVERAGE INSURER A: General Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 02447	

COVERAGES**CERTIFICATE NUMBER:** Auto/GKLL 18-19**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			24 CC 322831 20	10/24/2018	10/24/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			24 CC 322831 20	10/24/2018	10/24/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> COLL <input checked="" type="checkbox"/> COMP						ACV Minus	\$ 1,000 Ded
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$	
	DED	RETENTION S						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Garagekeepers Legal On Hook Cargo			24 CC 322831 20	10/24/2018	10/24/2019	\$300K Minus \$500 Ded	

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

Certificate Holder is named as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**Risk and Safety City of Saratoga Springs
474 Broadway

Saratoga Springs

NY 12866

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

AUTHORIZED REPRESENTATIVE

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“ Schedule A”

The following standards shall be the minimum required for Vendor/Service Providers providing tow services to the City of Saratoga Springs.

1. Equipment and Vehicles Required (not to be less than):

A. One (1) Medium Duty Tow Truck, GVWR 12,000 pounds minimum, Boom Rating 30,000 pounds minimum.

B. One (1) Heavy Duty Tow Truck, GVWR 40,000 pounds minimum, Must be equipped to transport disabled vehicle with own brake system.

C. One (1) Flatbed Vehicle, GVWR 10,000 pounds minimum. Must be equipped with a tilt bed winch feature capable of removing disabled vehicles or vehicle parts.

D. One truck to be able to access parking garages for either service and/or tow.

2. Response Time: The Vendor/Service Provider must be capable of a (30) minute or less response time from the initial call for service. Weather conditions will be taken into account on slower response times.

3. Communications: The tow truck operators must be equipped with communications capabilities that allow for the SSPD Communications Center or Tow Company Dispatcher to have direct contact with the tow operator.

4. Hours of Operation: “On Duty” tow operations must be available 24/7 for police related calls. For the purpose of “after hours” billing, the established hours of operation per this contract are Monday – Saturday, 8am – 6pm.

5. Location of Operations: The base of operations must be within 1 mile of the City limits. Storage of towed or impounded vehicles must be within the City limits.

6. Method of Payments: The Vendor/Service provider must be approved to accept all major Debit/Credit Cards. Although not mandatory, Auto Club such as AAA would be a benefit.

7. Removal of Debris from Highway: The Vendor/Service provider must comply with NYS Vehicle and Traffic Law, Section 1219c, requiring tow services to remove wrecked or damaged vehicles, vehicle parts and other debris from the roadway. Furthermore, as stated in this contract the roadway must be left in a “broom clean” state.

8. Licenses: All tow operators must be licensed within NYS to operate the appropriate vehicles they are responding in and they must have a valid NYS Driver’s license. Copies of all tow operators NYS Driver’s License must be provided to SSPD at the time this contract is enforced.

“Schedule B”

2020 / 2021 Approved Towing Fee’s:

The established towing fees are based on a per vehicle rate. The fees are set for the life of the associated contract and are only applicable to inside the City of Saratoga Springs Municipal Boundaries.

City Surcharge	\$ 20.00
Vehicle Storage/Impound per day	\$ 40.00 (a)
Service Calls (Jumpstart, Tire Change, Lockout, Fuel Delivery + Fuel)	\$ 60.00
Accident Debris Clean-up (to include shoveling/sweeping)	\$ 100.00
Police Vehicle within City Limits + 5 miles	\$ 75.00
After Hours Service & Holiday Service for vehicle or personal property retrieval	\$100.00 (b)
Administrative Fee for associated paperwork (SSPD, Insurance, DMV)	\$100.00
Non-Accident Tow inside City Limits (Conventional and Flatbed Trucks)	\$150.00
Recovery to Roadway (Winch Out)	\$150.00
Accident Tow (Conventional or Flatbed) with No Collision Insurance	\$350.00
Accident Tow (Conventional or Flatbed)	\$400.00
Speedy Dry	\$ 35.00
Dollies	\$ 50.00

a) Vehicle Storage/Impound per day does not take effective until after the first 24hrs have passed

b) Per this contract the “On-Duty” hours are considered Monday – Saturday, 8am – 6pm. The afterhours would apply outside of the above mentioned times.

c) Medium Duty, Heavy Duty Trucks, and all other associated costs with Commercial vehicles and any type of Hazardous Material clean-up are at the discretion of the Tow vendors. However, prior to signing the contract with the City the tow vendors must submit those prices to be attached to the contract and effective for the life of the contract.

“ Schedule C”

2020 / 2021 Towing Rotation:

The SSPD has established a towing rotation that will be effective 8:00am Monday through 7:59am the following Monday.

02/10/2020 – 02/17/2020: Matt’s	07/13/2020 – 07/20/2020: Matt’s
02/17/2020 – 02/24/2020: Towaway	07/20/2020 – 07/27/2020: Towaway
02/24/2020 – 03/02/2020: Matt’s	07/27/2020 – 08/03/2020: Matt’s
03/02/2020 – 03/09/2020: Towaway	08/03/2020 – 08/10/2020: Towaway
03/09/2020 – 03/16/2020: Matt’s	08/10/2020 – 08/17/2020: Matt’s
03/16/2020 – 03/23/2020: Towaway	08/17/2020 – 08/24/2020: Towaway
03/23/2020 – 03/30/2020: Matt’s	08/24/2020 – 08/31/2020: Matt’s
03/30/2020 – 04/06/2020: Towaway	08/31/2020 – 09/07/2020: Towaway
04/06/2020 – 04/13/2020: Matt’s	09/07/2020 – 09/14/2020: Matt’s
04/13/2020 – 04/20/2020: Towaway	09/14/2020 – 09/21/2020: Towaway
04/20/2020 – 04/27/2020: Matt’s	09/21/2020 – 09/28/2020: Matt’s
04/27/2020 – 05/04/2020: Towaway	09/28/2020 – 10/05/2020: Towaway
05/04/2020 – 05/11/2020: Matt’s	10/05/2020 – 10/12/2020: Matt’s
05/11/2020 – 05/18/2020: Towaway	10/12/2020 – 10/19/2020: Towaway
05/18/2020 – 05/25/2020: Matt’s	10/19/2020 – 10/26/2020: Matt’s
05/25/2020 – 06/01/2020: Towaway	10/26/2020 – 11/02/2020: Towaway
06/01/2020 – 06/08/2020: Matt’s	11/02/2020 – 11/09/2020: Matt’s
06/08/2020 – 06/15/2020: Towaway	11/09/2020 – 11/16/2020: Towaway
06/15/2020 – 06/22/2020: Matt’s	11/16/2020 – 11/23/2020: Matt’s
06/22/2020 – 06/29/2020: Towaway	11/23/2020 – 11/30/2020: Towaway
06/29/2020 – 07/06/2020: Matt’s	11/30/2020 – 12/07/2020: Matt’s
07/06/2020 – 07/13/2020: Towaway	12/07/2020 – 12/14/2020: Towaway

12/14/2020 – 12/21/2020: Matt's
12/21/2020 – 12/28/2020: Towaway
12/28/2020 – 01/04/2021: Matt's
01/04/2021 – 01/11/2021: Towaway
01/11/2021 – 01/18/2021: Matt's
01/18/2021 – 01/25/2021: Towaway
01/25/2021 – 02/01/2021: Matt's
02/01/2021 – 02/08/2021: Towaway
02/08/2021 – 02/15/2021: Matt's
02/15/2021 – 02/22/2021: Towaway
02/22/2021 – 03/01/2021: Matt's
03/01/2021 – 03/08/2021: Towaway
03/08/2021 – 03/15/2021: Matt's
03/15/2021 – 03/22/2021: Towaway
03/22/2021 – 03/29/2021: Matt's
03/29/2021 – 04/05/2021: Towaway
04/05/2021 – 04/12/2021: Matt's
04/12/2021 – 04/19/2021: Towaway
04/19/2021 – 04/26/2021: Matt's
04/26/2021 – 05/03/2021: Towaway
05/03/2021 – 05/10/2021: Matt's
05/10/2021 – 05/17/2021: Towaway
05/17/2021 – 05/24/2021: Matt's
05/24/2021 – 05/31/2021: Towaway
05/31/2021 – 06/07/2021: Matt's
06/07/2021 – 06/14/2021: Towaway

06/14/2021 – 06/21/2021: Matt's
06/21/2021 – 06/28/2021: Towaway
06/28/2021 – 07/05/2021: Matt's
07/05/2021 – 07/12/2021: Towaway
07/12/2021 – 07/19/2021: Matt's
07/19/2021 – 07/26/2021: Towaway
07/26/2021 – 08/02/2021: Matt's
08/02/2021 – 08/09/2021: Towaway
08/09/2021 – 08/16/2021: Matt's
08/16/2021 – 08/23/2021: Towaway
08/23/2021 – 08/30/2021: Matt's
08/30/2021 – 09/06/2021: Towaway
09/06/2021 – 09/13/2021: Matt's
09/13/2021 – 09/20/2021: Towaway
09/20/2021 – 09/27/2021: Matt's
09/27/2021 – 10/04/2021: Towaway
10/04/2021 – 10/11/2021: Matt's
10/11/2021 – 10/18/2021: Towaway
10/18/2021 – 10/25/2021: Matt's
10/25/2021 – 11/01/2021: Towaway
11/01/2021 – 11/08/2021: Matt's
11/08/2021 – 11/15/2021: Towaway
11/15/2021 – 11/22/2021: Matt's
11/22/2021 – 11/29/2021: Towaway
11/29/2021 – 12/06/2021: Matt's
12/06/2021 – 12/13/2021: Towaway

12/13/2021 – 12/20/2021: Matt's

12/20/2021 – 12/27/2021: Towaway

12/27/2021 – 01/03/2022: Matt's

01/03/2022 – 01/10/2022: Towaway

01/10/2022 – 01/17/2022: Matt's

01/17/2022 – 01/24/2022: Towaway

01/24/2022 – 01/31/2022: Matt's

This towing agreement shall run from 02/10/2020 – 01/31/2022. Any proposed changes to pricing for a new contract after 01/31/2022 must be presented to the Department of Public Safety no later than 12/01/2021. The City shall then meet with vendors to discuss changes so that a new contract can be in place prior to the expiration of the present contract.

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

DEPT/LOC 4000 DEPARTMENT Public Safety

VENDOR # 1559 VENDOR NAME HOOD & RIDDLE EQUINE

REMIT ADDRESS 63 HENNING RD., SARATOGA SPRINGS, NY 12866

PO# FINAL PARTIAL

INVOICE # and/or ACCOUNT #	ORG	OBJECT	PROJECT	\$ AMOUNT
2716 11/17/2019 OTC Purchase (missed invoice)	A-31-4-3124	54979		\$30.66
12/23-12/26/19 King Tut				\$1,533.07
Emergency Treatment of Tut for Pneumonia				
<i>Pending CCA 3/17/20</i>				
RECEIVED BY:				
			TOTAL	\$1,563.73

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

Department Head or Deputy

This claim is approved from the appropriation indicated above.

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

Commissioner of Finance

Commissioner of Accounts

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

Vendor's Signature

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



EQUINE HOSPITAL IN SARATOGA

63 Henning Road • Saratoga Springs, NY 12866
518-583-7273 • FAX: 518-583-4388
www.roodandriddlesaratoga.com

City of Saratoga
Dept. of Public Safety Attn: Karen Parrino
474 Broadway
Saratoga Springs, NY 12866

STATEMENT

ACCOUNT #

2716

DATE

12/31/2019

AMOUNT DUE

~~\$2,388.30~~

AMOUNT ENCLOSED

\$1563.73

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

ROOD & RIDDLE WISHES ALL OF OUR CLIENTS A HEALTHY, HAPPY AND SUCCESSFUL NEW YEAR!

Previous Balance:

\$364.80

Service Detail

PATIENT NAME	DESCRIPTION	QTY	TOTAL CHARGE	OWNER PERCENT	OWNER AMOUNT	DOCTOR
Apollo						
11/27/2019	Furad Sweat Each/Disp.	1	30.66	100.00%	30.66	Over The Counter
12/03/2019	Diagnosis; Bilateral hind pastern dermatitis - resolved; RF foot chronic abscessation	1	0.00	100.00%	0.00	Dr. Dern
	Lameness Re-exam.	1	140.00	100.00%	140.00	Dr. Dern
	Xylazine Injection per ml	1.5	30.00	100.00%	30.00	Dr. Dern
	Nerve Block; RF	1	45.00	100.00%	45.00	Dr. Dern
	DR Wireless Foot; RF	4	192.00	100.00%	192.00	Dr. Dern
	Cleantrax Foot Soak; RF	1	60.00	100.00%	60.00	Dr. Dern
	Foot Wrap w/ Animalintex; RF	1	45.00	100.00%	45.00	Dr. Dern
	Podiatry Exam	1	80.00	100.00%	80.00	Dr. Morrell
	Aluminum Keg Shoe; RF	1	100.00	100.00%	100.00	Dr. Morrell
	Treatment Plate	1	95.00	100.00%	95.00	Dr. Morrell
	Equipak	1	50.00	100.00%	50.00	Dr. Morrell
12/04/2019	Elastikon 4" Roll/Disp.	3	33.27	100.00%	33.27	Dr. Dern
	Vetrap Roll Each/Disp.	3	6.90	100.00%	6.90	Dr. Dern
	Gauze Sponge 12 ply 4x4 Pk/Disp.	1	4.93	100.00%	4.93	Dr. Dern
	Animalintex-Hoof 3/Pkg./Disp.	1	11.20	100.00%	11.20	Dr. Dern
	NaCL, 1L bottle each/Disp.	1	26.23	100.00%	26.23	Dr. Dern
	Professional Courtesy	1	-297.26	100.00%	-297.26	Dr. Dern
	Professional Courtesy	1	-162.50	100.00%	-162.50	Dr. Morrell
	Total for: Apollo				\$490.43	
King Tut						
12/23/2019	Diagnosis; Pneumonia - culture results pending	1	0.00	100.00%	0.00	Dr. Dern

PAYMENT BY VISA, MASTERCARD, AMERICAN EXPRESS & DISCOVER ACCEPTED
A SERVICE CHARGE OF 1.5% IS APPLIED TO ALL BALANCES OVER 30 DAYS

PATIENT NAME	DESCRIPTION	QTY	TOTAL CHARGE	OWNER PERCENT	OWNER AMOUNT	DOCTOR
12/24/2019	Emergency Exam.	1	375.00	100.00%	375.00	Dr. Dern
	IV Catheter Placed - Mila	1	63.00	100.00%	63.00	Dr. Dern
	CBC/Chemistry	1	136.00	100.00%	136.00	Dr. Dern
	Serum Amyloid A Test	1	52.00	100.00%	52.00	Dr. Dern
	PCV/TP	1	20.00	100.00%	20.00	Dr. Dern
	Xylazine Injection per ml	1.5	30.00	100.00%	30.00	Dr. Dern
	Fluid Administration Set - Lg Animal Win	1	62.00	100.00%	62.00	Dr. Dern
	Ultrasound Thorax.	1	0.00	100.00%	0.00	Dr. Dern
	Transtracheal Aspiration Via Endoscope	1	200.00	100.00%	200.00	Dr. Dern
	Culture	1	69.00	100.00%	69.00	Dr. Dern
	Banamine Paste per 100#	15	23.25	100.00%	23.25	Dr. Dern
	Gentamicin Injection per ml	45	34.65	100.00%	34.65	Dr. Dern
	Potassium Penicillin Injection per ml	30	72.00	100.00%	72.00	Dr. Dern
	Tube w/ Mineral Oil	1	46.00	100.00%	46.00	Dr. Dern
	Potassium Penicillin Injection per ml	30	72.00	100.00%	72.00	Dr. Dern
	PCV/TP	1	20.00	100.00%	20.00	Dr. Dern
	5LRS w/ 100meq KCL & 125ml Calnate Added	2	217.00	100.00%	217.00	Dr. Dern
	5LRS w/ 100meq KCL & 125ml Calnate Added	1	108.50	100.00%	108.50	Dr. Dern
	PCV/TP	1	20.00	100.00%	20.00	Dr. Dern
	Banamine Paste per 100#	15	23.25	100.00%	23.25	Dr. Dern
	Potassium Penicillin Injection per ml	30	72.00	100.00%	72.00	Dr. Dern
	Potassium Penicillin Injection per ml	30	72.00	100.00%	72.00	Dr. Dern
	Sucralfate Orally per tab	15	0.00	100.00%	0.00	Dr. Dern
	Banamine Paste per 100#	15	23.25	100.00%	23.25	Dr. Dern
	Gentamicin Injection per ml	45	34.65	100.00%	34.65	Dr. Dern
	Potassium Penicillin Injection per ml	30	72.00	100.00%	72.00	Dr. Dern
	Sucralfate Orally per tab	15	0.00	100.00%	0.00	Dr. Dern
12/25/2019	Hospitalization / Surgery	1	100.00	100.00%	100.00	Hospital
	Potassium Penicillin Injection per ml	30	72.00	100.00%	72.00	Dr. Dern
	Sucralfate Orally per tab	15	0.00	100.00%	0.00	Dr. Dern
	PCV/TP	1	20.00	100.00%	20.00	Dr. Dern
	Banamine Paste per 100#	15	23.25	100.00%	23.25	Dr. Dern
	Potassium Penicillin Injection per ml	30	72.00	100.00%	72.00	Dr. Dern
	Sucralfate Orally per tab	15	0.00	100.00%	0.00	Dr. Dern
	Sucralfate Orally per tab	15	0.00	100.00%	0.00	Dr. Dern
	Banamine Paste per 100#	15	23.25	100.00%	23.25	Dr. Dern
	Owners Meds Administered.; Doxycycline	1	5.00	100.00%	5.00	Dr. Dern
12/26/2019	Sucralfate Orally per tab	15	0.00	100.00%	0.00	Dr. Dern
	Hospitalization / Surgery	1	100.00	100.00%	100.00	Hospital
	Sucralfate Orally per tab	15	0.00	100.00%	0.00	Dr. Dern
	Banamine Paste per 100#	15	23.25	100.00%	23.25	Dr. Dern

PAYMENT BY VISA, MASTERCARD, AMERICAN EXPRESS & DISCOVER ACCEPTED
A SERVICE CHARGE OF 1.5% IS APPLIED TO ALL BALANCES OVER 30 DAYS

PATIENT NAME	DESCRIPTION	QTY	TOTAL CHARGE	OWNER PERCENT	OWNER AMOUNT	DOCTOR
	Owners Meds Administered.; Doxycycline	1	5.00	100.00%	5.00	Dr. Dern
	Sucralfate Orally per tab	15	0.00	100.00%	0.00	Dr. Dern
	Banamine Paste 1500mg syringe Ea/Disp	2	54.42	100.00%	54.42	Dr. Dern
	Doxycycline Susp. 480ml Each/Disp.	2	298.00	100.00%	298.00	Dr. Dern
	Professional Courtesy	1	-1,180.65	100.00%	-1,180.65	Dr. Dern
	Total for: King Tut				\$1,533.07	
Current		Over 30 Days		Over 60 Days		Over 90 Days
\$1,992.84		\$395.46		\$0.00		\$0.00
ACCOUNT #: 2716						TOTAL AMOUNT DUE: \$2,388.30

1 364.80 Check #203836 12/19/19

1533.07
~~30.66~~
 \$1563.73

LEGAL NOTICE

PLEASE TAKE NOTICE that the City Council of the City of Saratoga Springs, New York will conduct a public hearing on Tuesday, March 17, 2020 at 6:55 p.m., or as soon thereafter as the matter can be reached, in the City Council Room, City Hall, Broadway, Saratoga Springs, NY, to hear all persons who wish to speak either for or against the enactment of an amendment to Chapter 225, Article XII, Section 225-77 of the Code of the City of Saratoga Springs, NY, entitled "Vehicle and Traffic – Schedule XII: Stop Intersections".

The purpose of the amendment is to add the following to Schedule XII:

<u>STOP SIGN ON</u>	<u>DIRECTION OF TRAVEL</u>	<u>AT INTERSECTION OF</u>
Cleveland Avenue	South	McKenzie's Way
Maria Lane	South	McKenzie's Way
Maria Lane	North	East Broadway
McKenzie's Way	West	Cleveland Avenue

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

DATED: March 5, 2020

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: John P. Franck
City Clerk

LEGAL NOTICE

PLEASE TAKE NOTICE that the City Council of the City of Saratoga Springs, New York will conduct a public hearing on Tuesday, March 17, 2020 at 6:55 p.m., or as soon thereafter as the matter can be reached, in the City Council Room, 15 Vanderbilt Avenue, Saratoga Springs, NY, to hear all persons who wish to speak either for or against the enactment of an amendment to Chapter 225, Article II, Section 225-12 of the Code of the City of Saratoga Springs, NY, entitled "Vehicle and Traffic – Article II – Traffic Regulations - Speed Limits.

The purpose of the amendment is to amend Section 225-12 to read (new material underlined; old material in brackets):

225-12 SPEED LIMITS

- A. Inside Tax District. The maximum speed at which vehicles may proceed on or along any streets or highways within the Inside Tax District is hereby established at 30 miles per hour, except that the speed limit for vehicles proceeding on or along those streets or parts of streets described in Schedule III (Section 225-68) shall be as indicated in said schedule.
- B. Outside Tax District. The maximum speed at which vehicles may proceed on or along any streets or highways within the Outside Tax District is hereby established at [40] 30 miles per hour, except that the speed limit for vehicles proceeding on or along those streets or parts of streets described in Schedule IV (Section 225-69) shall be as indicated in said schedule

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

DATED: March 5, 2020

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: John P. Franck
City Clerk

LEGAL NOTICE

PLEASE TAKE NOTICE that the City Council of the City of Saratoga Springs, New York will conduct a public hearing on Tuesday, March 17, 2020 at 6:55 p.m., or as soon thereafter as the matter can be reached, in the City Council Room, 15 Vanderbilt Avenue, Saratoga Springs, NY, to hear all persons who wish to speak either for or against the enactment of an amendment to Chapter 225, Article IX, Section 225-69 of the Code of the City of Saratoga Springs, NY, entitled “Vehicle and Traffic – Schedule IV: Speed Limits: Outside Tax District”.

The purpose of the amendment is:

1. To amend the introductory paragraph of Section 225-69 to read (old material in brackets; new material underlined):

225-69 SCHEDULE IV: SPEED LIMITS: OUTSIDE TAX DISTRICT

In accordance with the provisions of Section 225-12 (B), speed limits other than [40] 30 miles per hour are established as indicated upon the following streets or parts of streets.

2. To repeal the current Schedule IV in its entirety, and to enact a new Schedule IV to read as follows:

<u>NAME OF STREET</u>	<u>SPEED LIMIT(mph)</u>	<u>LOCATION</u>
Ballston Avenue/NYS Route 50 (State Regulated)	40	Between Inside Tax District line and Geyser Road
Ballston Avenue/NYS Route 50 (State Regulated)	55	Between Geyser Road and the City line
Church Street (NYS Route 9N (State Regulated)	45	Between West Avenue and Locust Grove Road
Church Street (NYS Route 9N (State Regulated)	55	Between Locust Grove Road and the City line
Crescent Avenue	35	Between Nelson Avenue and Union Avenue (RT-9P)
Geyser Road	35	Ballston Avenue to the City line
Henning Road	40	Entire length

Lake Avenue/NYS Route 29 (State Regulated)	45	Between 100 feet west of the southbound roadway of I-87 and 1000 feet east of Schallen Road
Lake Avenue/NYS Route 29 (State Regulated)	55	Between 1000 feet east of Schallen Road and the City line
Loudon Road	40	Entire length
Meadowbrook Road (County 65)	35	Between Union Avenue (RT-9P) and south end of Beacon Hill Drive, and from North end of Beacon Hill Drive and the City Line
Meadowbrook Road (County 65)	30	Between south end of Beacon Hill Drive and north end of Beacon Hill Drive
Northline Road/County Route 45	45	City line to City line
NYS Route 50 Arterial	45	Between Inside tax district line and 1000 feet east of Veterans Way
NYS Route 50 Arterial	40	Between 1900 feet east of Veterans Way and City line
South Broadway/US Route 9 (State Regulated)	40	Between 425 feet south of Crescent Street and Crescent Avenue
South Broadway/US Route 9 (State Regulated)	55	Between Crescent Avenue and the City line
Union Avenue (NYS Route 9P (State Regulated)	45	Between Henning Road and Crescent Avenue
Union Avenue (NYS Route 9P (State Regulated)	35	Between Crescent Avenue and the City line
Washington Street/NYS Route 29 (State Regulated)	45	Between 1000 feet west of West Avenue and 175 feet west of Buff Road
Washington Street/NYS Route 29 (State Regulated)	55	Between 175 feet west of Buff Road and City line

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

DATED: March 5, 2020

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: John P. Franck
City Clerk