



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
DENNIS RIGOSU
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

September 27, 2023

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

Re: Emergency High Voltage Repair and associated Budget Amendment.

Dear Mr. Joyce,

The Albany County Water Purification District (District) is requesting approval of an emergency contract with High Voltage Electric Service Inc., (HVES) for the replacement of a voltage switch that failed at the District's North Plant. In July the high voltage switch supplying power to the North Plant's Solids Building failed resulting in a power loss to the Solids Building and a disruption to the Plant's sludge process. HVES was contacted to inspect the switchgear and it was determined that an electrical arc inside the switch caused the failure. Due to the damage and age of the switch, the switchgear was recommended for replacement and HVES was directed to make a temporary repair to reestablish power to the Solids Building and replace the switchgear. The total amount for the repairs including the switch replacement was \$ 270,525.

At the time of the failure the District filed an insurance claim for the cost of the equipment replacement. The insurance adjuster approved the claim minus the County's \$10,000 deductible. As the insurance payment needs to be accepted into revenue line it will be deposited into the District's "Other Unclassified" Revenue Line (G28130.02770).

The repair was paid through the District's Equipment Repair line (G98130.4.4070). As this was an unexpected repair the District is requesting a budget amendment to transfer the insurance payment into the District's Equipment Repair Line to replace the money that was expended for the switch repair.

A summary of the transfer request is as follows:

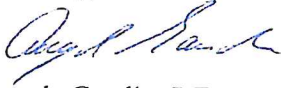
Budget Amendment Transfer:

<i>Decrease Other Unclassified Revenue Line (G8130.0.2770):</i>	<i>\$ 260,525</i>
<i>Increase Equipment Repair Line (G98130.4.4070):</i>	<i>\$ 260,525</i>

The requested transfers are not anticipated to negatively impact the District's 2023 budget.

If you have any questions or concerns you may reach me at (518) 447-1617.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

cc: Dennis A. Feeney, Majority Leader
Rebekah Kennedy, Majority Counsel
Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel

Enc: Budget transfer form
Emergency Contract
Insurance Claim Form

		APPROPRIATIONS							
ACCOUNT NO.		RESOLUTION DESCRIPTION	INCREASE	DECREASE	Position #	DEPARTMENT NAME			
G 8130	4	4070 Equipment Repair	\$260,525.00			Water Purification			
		TOTAL APPROPRIATIONS	\$ 260,525.00	\$ -					
		ESTIMATED REVENUES							
ACCOUNT NO.		RESOLUTION DESCRIPTION	DECREASE	INCREASE	DEPARTMENT NAME				
G 8130	0	2770 Other Unclassified (Revenue Line)	\$ 260,525.00						
		TOTAL ESTIMATED REVENUES	\$ -	\$ -					
		GRAND TOTALS	\$ 260,525.00	\$ -					

ALBANY COUNTY
CONTRACT FOR EMERGENCY SERVICES

1. Department Requesting Contract: Water Purification District

County Representative requesting contract:

Angelo Gaudio Date: 7/25/23

2. Name of Vendor: High Voltage Electric Service, Inc

Address: 6 Seward Street

Albany NY 12203

Telephone # 518-869-4961 Fax # 518-869-4962

Federal Tax I.D. # (or Social Security #) 14-1726550

Note: This is required for payment of invoices

3. Description of services being provided (BE SPECIFIC):

Troubleshoot and repair of high voltage switch feeding North Plant

Solids Building. Work to include replacement of new high voltage

selective switch similar to the PT Building switch replacement done in 2022

Work will be done based on the 2023 HVES rate sheet provided.

4. Price to be paid less taxes. **This must include ALL incidental costs: ie: travel, lodging etc.**

\$ _____ / Per _____ (hour, day, job) Total amt. \$ NTE \$300,000

5. Start date: 7/26/2023 Completion date: 9/15/2023

6. Copy of Vendor's Insurance - *Note: Insurance certificates are required prior to any Purchase Order or Contract being issued or any work being started. The vendor is responsible for maintaining current insurance documentation on file with the County.*

By signing below, the Vendor agrees:

1. That the information contained in paragraphs 3 through 6 above is true and correct, that the services to be provided by the Vendor are accurately described above, and that the Vendor shall provide the services described above on the terms and conditions contained in this agreement.

2. Should Vendor's required insurance be cancelled, Vendor shall submit the insurer's notice of cancellation to the County within two (2) business days of receipt.

3. In addition to, and not in limitation of, the insurance requirements contained in Schedule "A" attached hereto and made a part hereof, the Vendor agrees to the fullest extent of the law:

- a) The Vendor shall defend, indemnify and save harmless the County of Albany, its agents, representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Vendor, its agents or employees, to the extent of its or their responsibility of such claims, damages, losses or expenses; and
- b) The County may terminate this agreement if Vendor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if Vendor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances, rules or regulations or orders of a public entity having jurisdiction over the work, or if Vendor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Vendor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine. The Vendor may terminate this agreement if the County is substantially in breach of it.
- c) Pursuant to §109 of the General Municipal Law, the Vendor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the County.
- d) Vendor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this agreement. Vendor shall retain such records for six (6) years after final payment or termination of this agreement and shall make such information available to the County and authorized State and/or Federal personnel during such period.
- e) If Vendor is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Vendor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not the work is in fact beyond the scope of this agreement and whether or not it constitutes extra work. If the County determines such work constitutes extra work, it shall provide extra compensation to Vendor on a negotiated basis.
- f) Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this agreement.
- g) This agreement may only be modified by a formal written amendment executed by the parties.
- h) This agreement shall be governed by and construed in accordance with the laws of the State of New York. The Vendor agrees that the designated venue is Albany County, New York.

The above information will be used by the County to generate a purchase order for the services described. No services included as a part of this form are to be provided to the County prior to the receipt of a purchase order by the vendor. If you have any questions concerning this form, please call the Albany County Purchasing Department at (518) 447-7140.



Vendor Signature

07/25/2023

Date

Gus J. Mininberg, President

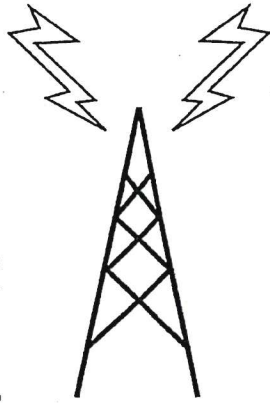
Vendor Name Printed

SCHEDULE "A"
INSURANCE COVERAGE

1. **Workers' Compensation and Employers' Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
3. **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

HVES
HIGH
VOLTAGE
ELECTRIC
SERVICE
INC.



Remit To:
P.O. Box 365
Guilderland, NY 12084
FED. I.D. NO. 14-1726550

Phone: 518-869-4961 • Fax: 518-869-4962

BILL TO:
Albany County Water Purification District
Accounts Payable
112 State Street, Basement
Albany, NY 12207

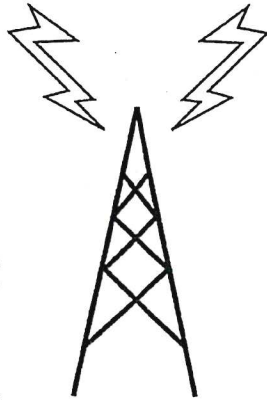
INVOICE: 19357, page 1 of 2
DATE: 08/16/2023
PO. No.: Per Contract Dated
07/25/2023
TERMS: 2% 10/Net 30 Days

Billing for supply and installation of new primary selective switch at North Plant Solids Building.		Unit Price	Extended Price
07/25/2023			
8 hrs	Field Engineer Service #1 ST	\$200.00	\$1,600.00
8 hrs	Utility Truck #1	\$25.00	\$200.00
07/26/2023			
8 hrs	Field Engineer Service #1 ST	\$200.00	\$1,600.00
8 hrs	Utility Truck #1	\$25.00	\$200.00
07/27/2023			
4 hrs	Field Engineer Service #1 ST	\$200.00	\$800.00
07/28/2023			
4 hrs	Field Engineer Service #1 ST	\$200.00	\$800.00
08/01/2023			
8 hrs	Field Engineer Service #1 ST	\$200.00	\$1,600.00
8 hrs	Utility Truck #1	\$25.00	\$200.00
08/05/2023			
4 hrs	Field Engineer Service #1 ST	\$200.00	\$800.00
08/06/2023			
4 hrs	Field Engineer Service #1 ST	\$200.00	\$800.00
08/08/2023			
8 hrs	Field Engineer Service #1 ST	\$200.00	\$1,600.00
8 hrs	Utility Truck #1	\$25.00	\$200.00
08/09/2023			
8 hrs	Field Engineer Service #1 ST	\$200.00	\$1,600.00
8 hrs	Utility Truck #1	\$25.00	\$200.00

CONTINUED NEXT PAGE

Address all correspondence to: 6 SEWARD STREET, ALBANY, NY 12203

HVES
HIGH
VOLTAGE
ELECTRIC
SERVICE
INC.



Remit To:
P.O. Box 365
Guilderland, NY 12084
FED. I.D. NO. 14-1726550

Phone: 518-869-4961 • Fax: 518-869-4962

BILL TO:
Albany County Sewer District
Accounts Payable
112 State Street, Basement
Albany, NY 12207

INVOICE: 19357, page 2 of 2

DATE: 08/16/2023

PO. No.: Per Contract Dated
07/25/2023

TERMS: 2% 10/Net 30 Days

Billing for supply and installation of new primary selective switch at North
Plant Solids Building.

08/10/2023

8 hrs Field Engineer Service #1 ST

8 hrs Utility Truck #1

08/11/2023

4 hrs Field Engineer Service #1 ST

Test Equipment:

1 job Hipotronics 80kV Hipot

1 job Biddle MIT515 Megger

1 job 100A Ducter/DLRO

Materials:

1 each GE primary selective switch, rebuilt

1 each Transformer transition section

1 each Metal side skin

2 each Cable connection compartments

3 each 100E fuses for spares

Subcontracted Services:

1 each M. Scher & Son Invoice 9753

20% Rate sheet mark-up on subcontracted services

Tax-exempt purchase #14-6002563.

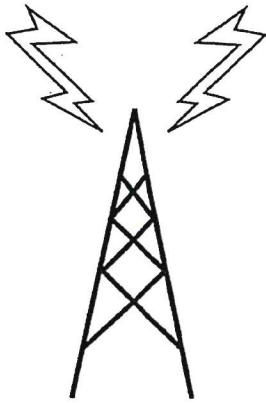
Unit Price	Extended Price
\$200.00	\$1,600.00
\$25.00	\$200.00
\$200.00	\$800.00
\$260.00	\$260.00
\$300.00	\$300.00
\$250.00	\$250.00
\$58,500.00	\$58,500.00
\$4,100.00	\$4,100.00
\$1,000.00	\$1,000.00
\$1,800.00	\$3,600.00
\$440.00	\$1,320.00
\$134,000.00	\$134,000.00
	\$26,800.00

TOTAL INVOICE:

\$244,930.00

Address all correspondence to: 6 SEWARD STREET, ALBANY, NY 12203

HVES
HIGH
VOLTAGE
ELECTRIC
SERVICE
INC.



Remit To:
P.O. Box 365
Guilderland, NY 12084
FED. I.D. NO. 14-1726550

Phone: 518-869-4961 • Fax: 518-869-4962

BILL TO:
Albany County Sewer District
Accounts Payable
112 State Street, Basement
Albany, NY 12207

INVOICE: 19325, page 2 of 2

DATE: 07/27/2023

PO. No.:

TERMS: 2% 10/Net 30 Days

Billing for emergency repairs at North Plant to restore power after Solids Building's Primary Selective Switch failed.

Subcontracted Services:

1 each Metal Clad Services Invoice 1018
20% Rate Sheet mark-up on subcontracted services

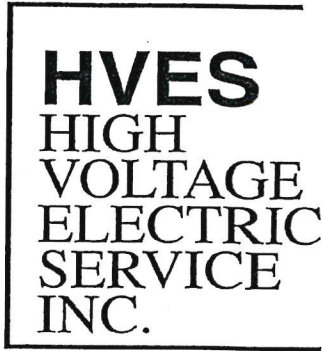
Unit Price	Extended Price
\$3,000.00	\$3,000.00
	\$600.00

Tax-exempt purchase #14-6002563.

TOTAL INVOICE:

\$25,595.90

Address all correspondence to: 6 SEWARD STREET, ALBANY, NY 12203



Remit To:
 P.O. Box 365
 Guilderland, NY 12084
 FED. I.D. NO. 14-1726550

Phone: 518-869-4961 • Fax: 518-869-4962

BILL TO:
 Albany County Water Purification District
 Accounts Payable
 112 State Street, Basement
 Albany, NY 12207

INVOICE: 19325, page 1 of 2

DATE: 07/27/2023

PO. No.:

TERMS: 2% 10/Net 30 Days

Billing for emergency repairs at North Plant to restore power after Solids Building's Primary Selective Switch failed. 07/23/2023		Unit Price	Extended Price
6 hrs	Field Engineer Service #1 DT	\$400.00	\$2,400.00
4 hrs	Utility Truck #1	\$25.00	\$100.00
07/24/2023			
8 hrs	Field Engineer Service #1 ST	\$200.00	\$1,600.00
8 hrs	Field Engineer Service #2 ST	\$200.00	\$1,600.00
8 hrs	Utility Truck #1	\$25.00	\$200.00
8 hrs	Utility Truck #2	\$25.00	\$200.00
Materials:			
4 each	15kV insulators	\$425.00	\$1,700.00
6 each	Fuse supports	\$825.00	\$4,950.00
3 each	Spare 65E fuses	\$2,450.00	\$7,350.00
4 each	GPO-3 insulating barriers	\$410.00	\$1,640.00
2 pkg	Disposable rags	\$5.00	\$10.00
2 each	Mother Earth cleaner	\$12.85	\$25.70
3 each	Abrasive cleaning pads	\$3.00	\$9.00
12 each	3/8"x1" flat head hex specialty bolts for insulators	\$11.25	\$135.00
12 each	Stainless steel 1/2"x1.25" bolts	\$0.85	\$10.20
24 each	Stainless steel 1/2" flat washers	\$0.50	\$12.00
12 each	Stainless steel 1/2" lock washers	\$0.65	\$7.80
12 each	Silicon bronze 1/2" hex nuts	\$2.00	\$24.00
12 each	Stainless steel 3/8"x1" bolts	\$0.80	\$9.60
12 each	Stainless steel 3/8" flat washers	\$0.50	\$6.00
12 each	Stainless steel 3/8" lock washers	\$0.55	\$6.60

CONTINUED NEXT PAGE

Address all correspondence to: 6 SEWARD STREET, ALBANY, NY 12203

SWORN STATEMENT IN PROOF OF LOSS

\$150,000,000.00
 AMOUNT OF POLICY AT TIME OF LOSS
August 15, 2022
 DATE ISSUED
August 15, 2023
 DATE EXPIRES

UNDISPUTED

US00065682PR22A
 POLICY NUMBER
Arthur J. Gallagher
 AGENT
Latham, NY
 AGENCY AT

To the Greenwich Insurance Company Insurance Company
 of Stamford, CT

At the time of loss, by the above indicated policy of insurance, you insured County of Albany - Water Treatment Facility

against loss by Equipment Breakdown to the property described under Schedule "A", according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A Breakdown loss occurred about the hour of Unknown o'clock am/pm
 on the 22nd day of July 2023 The cause and origin of the said loss were
Lose connection at fuse clip on switch at the North Plasnt Solids Building caused the switch failure and subsequent damage to downstream equipment

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever Waste Water Treatment Facility

3. Title and interest: At the time of the loss the interest of your insured in the property described therein was Owner
 No other person or persons had any

interest therein or encumbrance thereon, except: X- N/A
 PLEASE INDICATE ANY OTHER OWNERSHIP/MORTGAGEE FOR THIS PROPERTY ON THE LINE ABOVE

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except: None

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of loss, \$150,000,000.00
 as more particularly specified in the apportionment attached under Schedule "C", besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. Actual Cash Value of said property at the time of the loss was.....	AGREED AMOUNT
7. The whole loss and Damage was(UNDISPUTED AMOUNT).....	<u>270,525.90</u>
8. Less Recoverable Depreciation.....	To Be Determined
9. Less Payments Made.....	<u>-</u>
10. Less amount of Deductible and/or insured participation.....	<u>(10,000.00)</u>
11. The Amount Claimed under the above numbered policy is.....(UNDISPUTED PAYMENT).....	<u>260,525.90</u>

Any person who knowingly and with intent to injure, defraud, or deceive any Insurance Co., files a statement of claim concerning any false incomplete or misleading information is guilty of a felony of third degree.

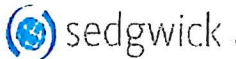
The furnishing of this blank or the preparation of proofs by a representative of the above company is not a waiver of any of its rights.

State of New York
 County of Albany

Subscribed and sworn before me this 15th day of Sept-2023

Angélo Gaudio, ACWPD Executive Director Insured
Tracy A. Murphy Notary Public

Sedgwick #
 NYC23944440



TRACY A MURPHY
 Notary Public, State of New York
 No. 02MU6263245 Insurer Claim #
 Qualified in Albany County 0010287608
 Commission Expires June 11, 2016
 2024

Gaudio, Angelo

From: Hyde, Cliff <Cliff.Hyde@Sedgwick.com>
Sent: Thursday, September 14, 2023 2:26 PM
To: Gaudio, Angelo
Cc: Hyde, Cliff
Subject: Albany County Solid Waste Plant Claim - NYC23944440
Attachments: Undisputed POL - 9.14.2023.pdf

Angelo,

The insurance carrier has agreed to cover the claim submitted for the North Solid Waste Plant located on Canal Road, Albany, NY for the reported equipment breakdown occurring on July 22, 2023. Currently, our measurement of this event (and based on what was submitted) totals \$270,525.90 and with the policy deductible that amount reduces to \$260,525.90. These figures are detailed below:

HVES – Emergency Repairs	\$ 25,595.90
HVES – Switch Replacement	<u>\$ 244,930.00</u>
Sub-Total	\$ 270,525.90
Less Deductible	<u>\$ 10,000.00</u>
Total	\$ 260,525.90

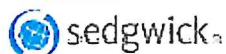
It is also our understanding that as a result of this event, there was a compressor that was also affected. Specifically, Ingersoll Rand Compressor #2. Please provide copies of all supporting documentation for the repair or replacement of this compressor for consideration in the measurement and/ or future payment of this claim. In the interim, the carrier has requested we secure a proof of loss for the undisputed amounts detailed above. This proof of loss is attached to this email and needs to be signed, notarized and returned to me with payment and mailing instructions for issuance of this payment. Please be certain to fill out Line #3 (Above highlighted area) and if there are no other interested parties simply put not applicable or N/A.

Once the proof of loss is executed, please email it to me with the payment details discussed. With that, the carrier will make a payment for the measurement of the claim to date. Please know that by executing the attached proof of loss, Albany County is not waiving their rights under the policy for future payments specific to this event. When we sort out the compressor issue, we will present it to the carrier for consideration and should be able to wrap the claim up. Until then, this payment should be considered a partial or undisputed amount to date.

If you have any questions, please call or email me.

Best regards,

Clifford W. Hyde Jr. | Senior Executive General Adjuster
120 Broadway, New York, NY 10271
DIRECT: (917) 291-4100
EMAIL Cliff.Hyde@sedgwick.com
www.sedgwick.com | Caring counts®



No representative of Sedgwick, or any consultant retained on behalf of the insurer(s) working with Sedgwick, has any authority either to bind the insurer(s) to coverage, or to interpret, waive, or alter any of the terms, conditions, or limitations of the policy. The insurer(s) reserves the right to make all decisions concerning coverage.

The information transmitted in this email, including any attachments, is intended only for the person or entity to which it is addressed and it may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this email in error, please reply to the sender notifying the sender of same and delete the material from any computer.

Any personal data acquired, processed or shared by us will be lawfully processed in line with applicable data protection legislation. If you have any questions regarding how we process personal data refer to our [Privacy Notice](#). Any communication including this email and files/attachments transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If this message has been sent to you in error, you must not copy, distribute or disclose of the information it contains and you must notify us immediately (contact is within the privacy policy) and delete the message from your system.