



November 18, 2014

CITY OF SARATOGA SPRINGS
City Council Meeting
Agenda

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S)

1. Canfield Casino Master Plan by Mesick Cohen Wilson Baker Architects
2. EPA National Grid Clean Up - Update

EXECUTIVE SESSION: Potential litigation

CONSENT AGENDA

1. Approval of 10/22/14 Budget Workshop Meeting Minutes
2. Approval of 10/28/14 Budget Workshop Meeting Minutes
3. Approval of 11/3/14 Pre-Agenda Meeting Minutes
4. Approve Budget Amendments (Increases)
5. Approve Budget Transfers – Regular
6. Approve Payroll 11/07/14 \$586,958.73
7. Approve Payroll 11/14/14 \$435,267.72
8. Approve Warrant: 2014 Mid – 14MWNOV1: \$137,246.38
9. Approve Warrant: 2014 REG – 14NOV2: \$707,212.78

MAYOR'S DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Change Order #1 – Contract Extension for the Waterfront
2. Discussion: City Centennial Celebration
3. Appointment: Saratoga Springs Business Advisory Council
4. Announcement: Greenbelt Trail Downtown Connector Working Group
5. Announcement: Saratoga Springs Commission on the Arts
6. Announcement: Small Business Saturday

ACCOUNTS DEPARTMENT

1. Award of Bid: Extension of Annual Audit Bid with SAXBST
2. Award of Bid: Washington Street / Franklin Street Traffic Signal to Stilsing Electric
3. Award of Bid: Workstation Backup System to Code42

FINANCE DEPARTMENT

1. Discussion and Vote: 2015 Tax Rate Approvals

2. Discussion and Vote: Resolution for the City Attorney
3. Discussion and Vote: Resolution for the Assistant City Attorney
4. Discussion and Vote: Resolution for Non-Union FT Personnel – Secretary to the Civil Service Commission
5. Discussion and Vote: One-Time Stipend for the Assistant City Attorney
6. Discussion and Vote: Health Care Plan Rate Renewals
7. Discussion and Vote: 2015 CSEA Vision Plan Renewal
8. Discussion and Vote: Budget Transfers – Payroll
9. Discussion and Vote: Budget amendments – Interfund
10. Discussion and Vote: Budget Amendments – 2013 Excess Fund Balance for IT Security Initiative
11. Discussion and Vote: Budget Amendments - Benefits

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization & Release – Discovery Communications LLC and Half Yard Productions
2. Discussion and Vote: Authorization for the Mayor to Sign Agreement with the Unified Court System Fourth Judicial District
3. Discussion and Vote: Authorization for the Mayor to Sign Time Extension Change Order – PCC Contracting Inc. – Spirit of Life
4. Discussion and Vote: Authorization for the Mayor to Sign time Extension Change Order with CKM Electrical Services, Inc.
5. Discussion and Vote: Donation – John Hendrickson & Mary Lou Whitney

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Agreement with Taser International
2. Discussion and Vote: Authorization for Mayor to Sign Agreement with Stilsing Electric, Inc.
3. Discussion and Vote: Authorization for Mayor to Sign Agreement with Navy Northeast

SUPERVISORS

Matthew Veitch

1. Saratoga County 2015 Budget

Peter Martin

1. Building and Grounds
2. Public Health
3. Social Programs
4. County Trails

ADJOURN



November 18, 2014

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

PRESENT: Joanne Yepsen, Mayor
John Franck, Commissioner of Accounts
Michele Madigan, Commissioner of Finance
Anthony Scirocco, Commissioner of DPW
Christian Mathiesen, Commissioner of DPS

STAFF PRESENT: Joe Ogden, Deputy Mayor
Sharon Kellner-Byrnes, Deputy Commissioner, Accounts
Lynn Bachner, Deputy Commissioner, Finance
Tim Cogan, Deputy Commissioner, DPW
Eileen Finneran, Deputy Commissioner, DPS

Vincent DeLeonardis

Peter Martin, Supervisor
Matthew Veitch, 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.

CALL TO ORDER

Mayor Yepsen called the meeting to order at 7:02 p.m.

PUBLIC COMMENT

Mayor Yepsen said the public comment period is limited to a total of 15 minutes and individuals are limited to two minutes each according to the rules approved in February of 2004 by the City Council.

Mayor Yepsen opened the public comment period at 7:03 p.m.

Amy Durland of Lakewood Drive stated yesterday was a sad day for Saratoga Springs. No one has said lets have more development in the greenbelt; but yesterday the Comprehensive Plan Committee voted to allow PUDs in the City's greenbelt. They are currently not allowed. PUDs are the opposite of the city in the country. If the City loses its greenbelt, no POSH position will make up for that loss.

Mayor Yepsen closed the public comment period at 7:06 p.m.

PRESENTATIONS

Canfield Casino Master Plan by Mesick Cohen Wilson Baker Architects

Commissioner Scirocco stated Mesick Cohen Wilson Baker Architects are here to present the findings of the master plan of the Casino.

Jeff Baker of Mesick Cohen Wilson Baker Architects stressed the historic importance of this building; it is a national landmark. They reviewed old maps and explained how the original building looked and when the extensions were added on. There were private dining rooms off the main building at one time which are now gone. In the 1930s/1940s it architecturally reached its high point and then start to see things come apart. There has been a recent discovery by the museum director when he pulled out a drawer. He found the words "Herder Brothers". The Herder Brothers were the most noted interior designers of the 19th century. They also did a couple rooms in the White House.

During this current effort, they discovered more cracks that were active that were not noticed during their assessment in 2011. Part of their work was to look at the plaster situation and the envelope of the building. They looked at the outside and found issues. The brick on the building was never meant to be exposed; therefore we are seeing failures due to that. There are very few people with the craftsmanship that can work on these buildings now.

Kurt Willsey of a mechanical engineering firm stated the City has taken some good measures in recent years to upgrade some of the systems in the building. They are looking at if the systems that are in place today are the right systems. They look at things to see if they can be done better or if things need to be replaced. Part of the proposal in the master plan is to provide a good level of background artificial lighting for the skylights when there is no natural light and avoid hotspots. There conditions that exist now that are causing deterioration of the building, such as the pooling of water on the basement floor from sweating of pipes.

Mr. Baker advised when they complete a report like this they create a list of things that need to be done. Now is the time to take a look at this building in a holistic way and make recommendations for this building. Now is the time to look at this building with a vision in mind. In order to repair the plastic correctly, all the rooms need to be staged. Getting the people there to do the work is a big deal. It would be great to start a friend's group. An example of this is The Olana Partnership.

Commissioner Scirocco stated this presentation brought a lot of issues to light.

Commissioner Madigan asked what the timing is for the repair of the plaster.

Mr. Baker stated it was discussed the plaster structure stabilization will be done in January and February. The work above the plaster ceiling will be done in the spring.

Commissioner Mathiesen asked if he is suggesting the brick should be painted again.

Mr. Baker stated he is.

EPA National Grid Clean Up – Update

Mayor Yepsen introduced Marie John, Larisa Romanowski, and Salvatore Badalamenti from National Grid.

Maria John, project manager for Niagara Mohawk Superfund Site, in Saratoga Springs. The site was placed on the national priority list in 1990. The first clean-up plan on the site was done in 1995. The

property includes the former ice skating property, Spring Run, and the former Spa Steel area. They are conducting long term ground water monitoring. The second phase of the clean-up of the site includes contaminated subsurface soil and groundwater. National Grid will perform the clean-up work valued at \$6.5 million dollars and will take up to 6 months. They anticipate beginning the clean-up in the winter of 2016.

Stewart's Proposal for Waterline Expansion

Tony Izzo, assistant city attorney provided the Council and public with an update on this project. The proposal is in writing with 4 attachments. He provided details of the agreement (attached). The term of this agreement is 30 years.

CONSENT AGENDA

Mayor Yepsen moved and Commissioner Mathiesen seconded to accept the consent agenda as follows:

1. Approval of 10/22/14 Budget Workshop Meeting Minutes
2. Approval of 10/28/14 Budget Workshop Meeting Minutes
3. Approval of 11/3/14 Pre-Agenda Meeting Minutes
4. Approve Budget Amendments (Increases)
5. Approve Budget Transfers – Regular
6. Approve Payroll 11/07/14 \$586,958.73
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8. Approve Warrant: 2014 Mid – 14MWNOV1: \$137,246.38
9. Approve Warrant: 2014 REG – 14NOV2: \$707,212.78

Ayes - All

MAYOR'S DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Change Order #1 – Contract Extension for the Waterfront (14-426)

Mayor Yepsen advised this change order is for an extension of the date for the completion of the project to May 1, 2015 with final completion of May 15, 2015. There is no financial impact with this change order.

Mayor Yepsen moved and Commissioner Mathiesen seconded to authorize the mayor to sign change order #1 with HMA Contracting Corporation in relation to extending the timeline for the Waterfront Park.

Ayes - All

Discussion: City Centennial Celebration

Mayor Yepsen stated they are meeting on a monthly basis. The co-chairs have split the Committee up into 2 sub-committees. The next meeting is tomorrow morning at Longfellow's.

Mike Ingersoll stated they were ready to start construction and realized the Council hasn't formally accepted the gift.

Appointment: Saratoga Springs Business Advisory Council

Mayor Yepsen announced the following appointments to the Saratoga Springs Business Advisory Council: Chris Marrow of Northshire Bookstore, Janet Beesher of Equitas, Josh Cupp from the Thirsty Owl, and Matt Cerrone of Pennell's Restaurant.

Announcement: Greenbelt Trail Downtown Connector Working Group

Mayor Yepsen introduced Doug Meyer of the Greenbelt Trail Committee. The next section will be between High Rock Park to Congress Park to the State Park.

Doug Meyer thanked all on behalf of the Greenbelt Trail Committee and are looking forward to accomplishing this task.

Announcement: Saratoga Springs Commission on the Arts

Mayor Yepsen announced the formation of the Saratoga Springs Commission on the Arts. This Commission will serve as an advisory body to the mayor and the City Council; it will build our community as an arts destination; and advocate for our artists and art cultural organizations. She will provide more details at the next City Council meeting.

Announcement: Small Business Saturday

Mayor Yepsen announced Saturday, November 29th is Small Business Day.

ACCOUNTS DEPARTMENT

Award of Bid: Extension of Annual Audit Bid with SAXBST (14-427)

Commissioner Franck moved and Commissioner Madigan seconded to extend the bid for Audit and Related Consultant Services to SAXBST under the same terms and conditions.

Funding is in line A3021314 / 54720.

Ayes - All

Award of Bid: Washington Street / Franklin Street Traffic Signal to Stilsing Electric (14-428)

Commissioner Franck moved and Commissioner Mathiesen seconded to award the bid for the Washington Street / Franklin Street Traffic Signal to Stilsing Electric in the amount of \$117,000.

Funding is in line A3143314 / 54332.

Ayes - All

Award of Bid: Workstation Backup System to Code42 (14-429)

Commissioner Franck moved and Commissioner Madigan seconded to award the bid for the Workstation Backup System to Code42 in the amount of \$39,425.

Funding is in lines A3021692 / 52230, A3021694 / 54720, and A3021692 / 52600.

Ayes – All

FINANCE DEPARTMENT

Discussion and Vote: 2015 Tax Rate Approvals (14-430)

Commissioner Madigan advised the tax rate for the inside district will remain the same and the tax rate for the outside district will decrease slightly.

Commissioner Madigan moved and Commissioner Mathiesen seconded to adopt the 2015 tax rate as follows: debt service/capital fund tax rate is \$0.84960; general fund tax rate for inside district is \$5.22050; outside district tax rate is \$5.13850; and special assessment district tax rate is \$0.68194.

Ayes - All

Discussion and Vote: Resolution for the City Attorney (14-431)

Commissioner Madigan stated this is to reflect the salaries approved with the 2015 budget. A few other revisions have been made. The health care benefit has been corrected to include dependents; and the conflict of interest clause has been revised.

RESOLUTION FOR CITY ATTORNEY

It is the intent of this resolution to establish terms, compensation, and benefits for the City Attorney of the City of Saratoga Springs.

This resolution shall supersede all prior resolutions, contracts, and Council actions affecting terms, compensation, and benefits for the City Attorney. Nothing in this resolution shall be construed to create an employment agreement nor alter the "at-will" status of the appointed City Attorney.

WHEREAS, Title 8 of the City Charter entitled LEGAL MATTERS, Section 8.1 City Attorney states "There shall be a City Attorney who shall report to the Council regarding all legal matters affecting the City. The Mayor shall appoint the City Attorney, and the Council shall establish his or her compensation. The City Attorney shall serve as the general legal advisor and shall be responsible for providing legal services and guidance to the City and all its departments and entities. The City Attorney shall maintain regular and updated records and shall report to the Council on the progress of all legal matters conducted by or on behalf of the City, as required."; and

WHEREAS, the City Attorney provides legal services in accordance with job specifications promulgated by the Civil Service Commission, which include but are not limited to:

1. Legal services and advice for the benefit of the City Council, Mayor, Commissioners, and City departments.
2. Attendance at all regularly scheduled City Council meetings, and such other meetings as determined by the City Council or Council members.
3. Service as the Chief Information Officer for the City for all FOIL requests.
4. Service on various committees in accordance with the City Charter, City ordinances, Council Resolution, or as requested by City Council or Council member(s).
5. General supervision in conjunction with the City Attorney's office and staff.
6. Other tasks in connection with the position City Attorney as may be requested by the Mayor or Commissioners.

NOW THEREFORE BE IT RESOLVED as follows:

- A. Term: This resolution shall take effect immediately upon City Council approval.
- B. Standard Workweek: The City Attorney's standard workweek shall be no less than 30 hours per week. The City Attorney shall not be entitled to overtime or compensatory compensation.
- C. Compensation: The base salary for the City Attorney for the calendar year shall be fifty-eight thousand dollars (\$58,000.00). Effective January 1, 2015, the base salary for the City attorney for the calendar year shall be sixty-five thousand dollars (\$65,000.00).
- D. Benefits: The City attorney shall be an employee of the City of Saratoga Springs, and receive benefits attended thereto, including:
 1. Retirement: The City Attorney shall be covered by the New York State Employee's Retirement System known as 75i of the New York State Retirement Law.
 2. Health Insurance: The City Attorney shall be entitled to participate in the MVP-25 Health insurance plan, or such other health insurance plan of the City's choice, at a cost to the City Attorney of 10% of the total cost of the health insurance plan, not to exceed \$750. The City shall provide the plan to the employee and their dependents.
- a. Affordable Care Act. In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule or regulation:
 - A) impact in any way the health insurance plans, costs or benefits provided for in this Resolution (including but not limited to contractual benefits such as health insurance buy-outs or stipends); or
 - B) raise a question as to whether the health insurance benefits provided for herein meet certain standards contained in such legislation, rules and/or regulations (including, but not limited to, compliance with legislation, rules, regulations, or any legislation, rules, or regulations which may cause the City to be charged any penalty, or those that govern whether plan benefits meet the "minimum essential benefits" standard or a similar standard, whether the City premium contribution levels are adequate and/or meet legal requirements, or whether the individual household affordability standard is satisfied); or

C) permit an individual or group of individuals to receive benefits, subsidies, or credits through a health insurance exchange program (or any other government subsidy or benefit provided pursuant to the PPACA, HCERA, or any state or federal regulations or rules implementing health insurance reform laws),;

The City may immediately implement changes as necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes. Such changes may include, among others, modifications for individual employees, including modification to individual or group coverage, benefits, contributions or wages, to the extent necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, taxes, or cessation of payments toward the cost of benefit(s) if such benefit(s) are not compliant with the PPACA/HCERA or if such compliance would cause the City penalty or cost associated with avoidance of penalty.

b. Opt-Out: The City Attorney may elect not to participate in a plan of medical and health insurance benefits provided under this agreement and such City Attorney shall be eligible to receive a payment that is of \$2,200.00 for single coverage, \$2,500.00 for two-person coverage or \$3,000.00 for family coverage per calendar year. The City Attorney shall not be eligible to receive such payment unless the City Attorney shall have provided proof to the Finance Office that the City Attorney and such City Attorney's eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that the City Attorney elected not to be covered by a plan provided by the City.

Payments shall be made on December 15 of each year. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made on or about December 15th of each year to the Principal Account Clerk in the Finance Office in charge of City provided benefits pursuant to the regulations of the plan in effect together with evidence of coverage of such employee and such employee's eligible dependents under a comparable plan of medical and health insurance benefits.

The City Attorney must promptly notify the City of termination of alternative medical and health insurance benefit coverage. In the event that the City Attorney reenrolls in a health insurance program, the City Attorney shall be permitted to a prorated portion of the \$2,200.00 (for single coverage), \$2,500.00 (for two-person coverage), or \$3,000.00 (for family coverage), payment but shall not be permitted to again opt-out of the insurance program during the calendar year.

3. Vision Insurance: The City agrees to pay 100% of the cost of the Employee Benefit fund Vision Plan Platinum 12 for the City Attorney and his/her dependents.

4. Disability: New York State Disability Insurance shall be offered to the City Attorney at no cost to the City Attorney.

5. Life: The City shall provide group term life insurance for the City Attorney at no cost to the City Attorney.

E. Liability Insurance: The City agrees to hold the City Attorney harmless from liability or loss sustained by or from any causes of action, suit, debts, dues, accounts, judgments, proceedings, claims and demands whatsoever which may be commenced against the City Attorney alleging act or omissions by him/her while acting in his/her capacity as City Attorney on behalf of the City Council. The City shall provide the City Attorney while acting in his/her capacity as the City's Attorney all statutory workers compensation and public officials liability coverage.

F. Confidential Information: In connection with the provision of the legal services to the City by the City Attorney, the City may be close to the City Attorney 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 City attorney. The City Attorney 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 approval of the City Council, Mayor, or Commissioner(s). The City Attorney 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 City Attorney, (ii) is or becomes available to the City Attorney 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 City Attorney's possession prior to its being furnished to the City Attorney 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, FOIL, court order or other similar legal process. In such cases the City Attorney 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 City Attorney from the City shall be returned to the City and have the status of City work papers. Except as set forth herein, no confidential information shall be retained by the City Attorney upon the conclusion of the City Attorney's appointment.

G. Press: No comment to the press shall be made by the City Attorney without prior approval of the City Council, Mayor, or commissioner(s).

H. Conflicts of Interest: The City Attorney as appointed represents and warrants that he/she has no conflict, actual or perceived, that would prevent him/her from performing the duties and responsibilities of the office and as set forth under this Resolution in accordance with the NYS Public Officials Law and the ethical considerations and rules adopted by NYS Bar Association. In the event a conflict exists, the City Attorney shall notify the City Council by formal written notice within five business days of the conflict being identified. The City Attorney shall recuse him/herself from participation in any legal matter when such participation may impair the operation of City government.

I. This Resolution shall be periodically reviewed by the City Council.

Commissioner Madigan moved and Commissioner Mathiesen seconded to approve the resolution for the city attorney as distributed with the agenda.

Ayes - All

Discussion and Vote: Resolution for the Assistant City Attorney (14-432)

Commissioner Madigan advised this was revised to reflect he salary approved for 2015.

RESOLUTION FOR ASSISTANT CITY ATTORNEY

It is the intent of this resolution to establish terms, compensation, and benefits for the Assistant City Attorney of the City of Saratoga Springs. This resolution shall supersede all prior resolutions, contracts, and Council actions affecting terms, compensation, and benefits for the Assistant City Attorney. Nothing in this resolution shall be construed to create an employment agreement nor alter the "at-will" status of the appointed Assistant City Attorney.

WHEREAS, Title 8 of the City Charter entitled LEGAL MATTERS, Section 8.1 City Attorney states "There shall be a City Attorney who shall report to the Council regarding all legal matters affecting the City. The Mayor shall appoint the City Attorney, and the Council shall establish his or her compensation. The City Attorney shall serve as the general legal advisor and shall be responsible for providing legal services and guidance to the City and all its departments and entities. The City Attorney shall maintain regular and updated records and shall report to the Council on the progress of all legal matters conducted by or on behalf of the City, as required.

The Council may, from time to time, engage legal professionals to provide additional legal service to the City or to any department or entity."; and

WHEREAS, additional legal services will be required by the City in connection with its administration;

WHEREAS, the Assistant City Attorney provides legal services in accordance with job specifications promulgated by the Civil Service Commission, which include but are not limited to:

1. Legal services and advice for the benefit of the City Council, Mayor, Commissioners, and City departments.
2. Attendance at regularly scheduled City Council meetings and such other meetings, as determined by the City Council or Council members.
3. Service on various committees in accordance with the City Charter, City ordinances, Council Resolution, or as requested by City Council or Council member(s).
4. Other tasks in connection with the position Assistant City Attorney as may be requested by the Mayor or Commissioners.

NOW THEREFORE BE IT RESOLVED as follows:

A. Term: This resolution shall take effect immediately upon City Council approval.

B. Standard Workweek: The Assistant City Attorney's standard workweek shall be less than 30 hours per week. The Assistant City Attorney shall not be entitled to overtime or compensatory compensation.

C. Compensation: The base salary for the Assistant City Attorney for the calendar year shall be fifty-three thousand dollars (\$53,000.00). Effective January 1, 2015, the base salary for the Assistant City Attorney for the calendar year shall be sixty thousand dollars (\$60,000).

D. Benefits: The Assistant City Attorney shall be an employee of the City of Saratoga Springs, and receive benefits attended thereto, including:

1. Retirement: The Assistant City Attorney may be covered by the New York State Employee's Retirement System known as 75i of the New York State Retirement Law.

2. Health Insurance: The Assistant City Attorney shall be entitled to participate in the MVP-25 Health insurance plan, or such other health insurance plan of the City's choice. The City shall provide the plan to the employee and their dependents. Assistant City Attorneys hired prior to January 1, 2007 shall be entitled to participate in the health plan offered by the City at no cost to the Assistant City Attorney. Assistant City Attorneys hired after January 1, 2007 shall be entitled to participate in the health plan offered by the City at a cost to the Assistant City Attorney of 10% of the total cost of the health insurance plan, not to exceed \$750.

a. Affordable Care Act. In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule or regulation:

A) impact in any way the health insurance plans, costs or benefits provided for in this Resolution (including but not limited to contractual benefits such as health insurance buy-outs or stipends); or

B) raise a question as to whether the health insurance benefits provided for herein meet certain standards contained in such legislation, rules and/or regulations (including, but not limited to, compliance with legislation, rules, regulations, or any legislation, rules, or regulations which may cause the City to be charged any penalty, or those that govern whether plan benefits meet the minimum essential benefits" standard or a similar standard, whether the City premium contribution levels are adequate and/or meet legal requirements, or whether the individual household affordability standard is satisfied); or

C) permit an individual or group of individuals to receive benefits, subsidies, or credits through a health insurance exchange program (or any other government subsidy or benefit provided pursuant to the PPACA, HCERA, or any state or federal regulations or rules implementing health insurance reform laws);;

The City may immediately implement changes as necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes. Such changes may include, among others, modifications for individual employees, including modification to individual or group coverage, benefits, contributions or wages, to the extent necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, taxes, or cessation of payments toward the cost of benefit(s) if such benefit(s) are not compliant with the PPACA/HCERA or if such compliance would cause the City penalty or cost associated with avoidance of penalty.

b. Opt-Out: The Assistant City Attorney may elect not to participate in a plan of medical and health insurance benefits provided under this agreement and such Assistant City Attorney shall be eligible to receive a payment that is of \$2,200.00 for single coverage, \$2,500.00 for two-person coverage or \$3,000.00 for family coverage per calendar year. The Assistant City Attorney shall not be eligible to receive such payment unless the Assistant City Attorney shall have provided proof to the Finance Office that the Assistant City Attorney and such Assistant City Attorney's eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that the Assistant City Attorney elected not to be covered by a plan provided by the City.

Payments shall be made on December 15 of each year. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made on or about December 15th of each year to the Principal Account Clerk in the Finance Office in charge of City provided benefits pursuant to the regulations of the plan in effect together with evidence of coverage of such employee and such employee's eligible dependents under a comparable plan of medical and health insurance benefits.

The Assistant City Attorney must promptly notify the City of termination of alternative medical and health insurance benefit coverage. In the event that the Assistant City Attorney reenrolls in a health insurance program, the Assistant City Attorney shall be permitted to a prorated portion of the \$2,200.00 (for single coverage), \$2,500.00 (for two-person coverage), or \$3,000.00 (for family coverage), payment but shall not be permitted to again opt-out of the insurance program during the calendar year.

3. Vision Insurance: The City agrees to pay 100% of the cost of the Employee Benefit fund Vision Plan Platinum 12 for the Assistant City Attorney and his/her dependents.

4. Disability: New York State Disability Insurance shall be offered to the Assistant City Attorney at no cost to the Assistant City Attorney.

5. Life: The City shall provide group term life insurance for the Assistant City Attorney at no cost to the Assistant City Attorney.

E. Liability Insurance: The City agrees to hold the Assistant City Attorney harmless from liability or loss sustained by or from any causes of action, suit, debts, dues, accounts, judgments, proceedings, claims and demands whatsoever which may be commended against the Assistant City Attorney alleging act or omissions by him/her while acting in his/her capacity as Assistant City Attorney on behalf of the City Council. The City shall provide the Assistant City Attorney while acting in his/her capacity as the City's Attorney all statutory workers compensation and public officials liability coverage.

F. Confidential Information: In connection with the provision of the legal services to the City by the Assistant City Attorney, the City may disclose to the Assistant City Attorney 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 Assistant City Attorney. The Assistant City Attorney 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 approval of the City Council, Mayor, or Commissioner(s). The Assistant City Attorney 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 Assistant City Attorney, (ii) is or becomes available to the Assistant City Attorney 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 Assistant City Attorney's possession prior to its being furnished to the Assistant City Attorney 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, FOIL, court order or other similar legal process. In such cases the Assistant City Attorney 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 Assistant City Attorney from the City shall be returned to the City and have the status of City work papers. Except as set forth herein, no confidential information shall be retained by the Assistant City Attorney upon the conclusion of the Assistant City Attorney's appointment.

G. Press: No comment to the press shall be made by the Assistant City Attorney without prior approval of the City Council, Mayor, or Commissioner(s).

H. Conflicts of Interest: The Assistant City Attorney as appointed represents and warrants that he/she has no conflict, actual or perceived, that would prevent him/her from performing the duties and responsibilities of the office and as set forth under this Resolution in accordance with the NYS Public Officials Law and the ethical considerations and rules adopted by NYS Bar Association. In the event a conflict exists, the Assistant City Attorney shall notify the City Council by formal written notice within five business days of the conflict being identified. The Assistant City Attorney shall recuse him/herself from participation in any legal matter when such participation may impair the operation of City government.

I. This Resolution shall be periodically reviewed by the City Council.

Commissioner Madigan moved and Commissioner Mathiesen seconded to approve the resolution for the assistant city attorney as distributed with the agenda.

Ayes - All

Discussion and Vote: Resolution for Non-Union FT Personnel – Secretary to the Civil Service Commission (14-433)

Commissioner Madigan advised this resolution was revised to reflect the salary approved for the 2015 budget for the secretary to the Civil Service Commission.

**Resolution For Non-Union Full Time Personnel
Amended November 18, 2014**

It is the intent of this resolution to establish changes in compensation and fringe benefits for the following non-union full time employees of the City of Saratoga Springs. Employees and personnel subject to this resolution shall be each hereinafter referred to as "employee", and include: Executive Assistant to the Mayor, Executive Assistant to the Commissioner of Public Works, Executive Assistant to the Commissioner of Public Safety, Secretary to the Civil Service Commission, Human Resources Administrator, Director of Risk and Safety, Principal Planner, Zoning and Building Inspector, Administrative Director – Recreation, Deputy Commissioner of Public Works, Deputy Commissioner of Accounts, Deputy Commissioner of Finance, Deputy Commissioner of Public Safety Deputy Mayor.

This resolution shall supersede all prior resolutions affecting compensation and benefits for said employees. This resolution shall only be effective for stated employees in service as of the date of the resolution adoption and those in service subsequent to the

date of adoption and specifically shall not apply to employees who have retired, or left office, prior to date of adoption.

Nothing in this resolution shall be construed to create an employment agreement nor alter the "at-will" status of the Executive Assistant to the Mayor, the Executive Assistant to the Commissioner of Public Works, the Executive Assistant to the Commissioner of Public Safety, Secretary to the Civil Service Commission, Deputy Commissioner of Public Works, Deputy Commissioner of Accounts, Deputy Commissioner of Finance, Deputy Commissioner of Public Safety and the Deputy Mayor.

NOW THEREFORE BE IT RESOLVED as follows:

A. The terms of this resolution shall take place on January 1, 2007, and shall include such further terms as added by Resolutions dated July 19, 2011, January 15, 2013, August 6, 2013, December 17, 2013, August 5, 2014, September 16, 2014, **and November 18, 2014.**

B. Unless otherwise stated, the terms added by this September 16, 2014 amendment shall take effect **January 1, 2015.**

C. Effective January 1, 2014, the Principal Planner, Zoning and Building Inspector shall no longer be included in or covered by this resolution, or any terms and conditions contained herein.

D. Effective July 11, 2014, the Administrative Director – Recreation shall no longer be included in or covered by this Resolution, or any terms and conditions contained herein.

E. Effective January 1, 2015, the Secretary for the Civil Service Commission shall have a total 2015 annual salary, inclusive of all increases to through January 1, 2015, of fifty thousand dollars (\$50,000.00).

F. The employee shall not be entitled to overtime compensation.

G. The employee's standard workweek shall be 40 hours per week; excluding Secretary to the Civil Service Commission, the Executive Assistant to the Mayor, the Executive Assistant to the Commissioner of Public Works, and the Executive Assistant to the Commissioner of Public Safety, which shall remain at 33 hours per week.

H. The salary of the Executive Assistant to the Commissioner of Public Works, the Executive Assistant to the Commissioner of Public Safety shall be the same as the Executive Assistant to the Mayor.

I. The employee shall enjoy and be entitled to the following benefits:

1. Vacation: An employee shall earn annual vacation as follows: 10 working days during their first year of service, and during each of the next four years of service; 15 working days upon completion of five (5) years of service; 20 working days upon completion of ten (10) years of service; 25 working days upon completion of fifteen (15) years of service and 30 working days upon completion of twenty (20) years of service. For each employee hired after January 1, 2006, a proration of the 10 days will be granted during the first year of service.

Vacations for the employee shall be scheduled and approved by their respective Council member.

Vacation must be taken by December 31st of the year vacation was earned, or else the time shall be forfeited. If the employee retires, resigns, or is not reappointed, the employee shall be entitled to payment for only those vacation days earned and unused for the period between the employee's last anniversary date and the date of retirement, resignation or other termination.

If a recognized City Hall holiday falls within the vacation period, the vacation period shall be extended by the holiday falling within such periods.

If an employee should die during his or her employment, all vacation time earned and unused for the period between the employee's last anniversary date and the date of death, shall be paid in cash or as employee's death benefit to his/her designated beneficiary or estate.

2. Sick Leave: The employee shall be entitled to sick leave with pay for a maximum of twelve (12) working days per year. The employee may accumulate sick leave, but may not use more than 150 days in any given 12 month period. Employee shall use sick leave in no shorter than two hour increments. Each employee hired after January 1st shall be granted a proration of the 12 days allotted during the first year of service.

If an employee is absent because of illness or disability for more than three consecutive days, they may be required by their Commissioner/Mayor to provide a physician's statement of sickness or disability.

Prior to any cash payments for unused sick leave, an employee who terminates his/her service prior to December 31st shall be granted a proration of the 12 days allotted.

Their Commissioner on an annual basis must maintain an employee's records of sick time with a copy submitted to the Commissioner of Finance for each employee's payroll folder.

Cash payments will be made for accumulated unused sick leave remaining in the employee's individual account at termination of employment or upon death of employee while in the employ of the City upon the following basis: Twenty-five percent (25%) of accumulated sick leave up to a maximum of 200 days (cash payment of 50 days). Cash payments upon death of employee while in the employ of the City shall be paid to the employee's beneficiary or estate.

3. Personal Days: The employee who works 40 hours per week shall be granted six (6) personal days per year. The employee who works 33 hours per week shall be granted five (5) personal days. Each personal day may be taken at either a full day, one half day, or at a minimum of two (2) hour increments at a time. Such leave shall be requested in writing at least 24 hours in advance of the request time.

The six (6) personal days (or five (5) for employees working 33 hours per week) shall be granted for the year on January 1. Each employee hired after January 1st shall be granted a proration of the six or five days allotted, however, if the employee does not complete the entire year, the pro-rated equivalent daily rate of pay shall be subtracted from any monies due to the employee. Personal days not used in any calendar year shall be credited to accumulated sick leave.

4. Holidays: The employee shall be entitled to 12 paid Holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and Election Day at the November General Election.

5. Bereavement: The employee shall be entitled to three (3) consecutive workdays off per death in their immediate family. Immediate family shall be defined as mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse, grandparent (s), grandchild, step parent, step child, aunt, uncle or other persons living in the household of the employee.

6. Retirement: The employee shall be covered by the New York State Employee's Retirement System known as 75i of the New York State Retirement Law.

7. Health: For employees hired prior to January 1, 2007, the employee shall be entitled to participate in the MVP25 health insurance plans offered by the City to the various bargaining units, at no cost to the employee. The City shall provide the plans to the employee, their dependents, and retired employees and their dependents at the City's own expense. For employees hired after January 1, 2007, the employee shall be entitled to participate in the MVP25 health insurance plans offered by the City to the various bargaining units, at cost to the employee of 10% of the total cost of his or her health insurance plan not to exceed \$750 per year. The City shall provide the plans to the employee, their dependents, and retired employees and their dependents.

For all Medicare eligible retirees residing within the geographic network served by MVP, the City shall offer the MVP Medicare Advantage Preferred Gold as the sole plan. For all Medicare eligible retirees residing outside the geographic network served by MVP, the City shall offer the MVP Preferred PPO Plan as the sole plan. For all retirees not eligible for Medicare residing within the geographic network served by MVP, the City will offer the MVP Co-Plan 25 HMO as the sole plan. For all retirees not eligible for Medicare residing outside the geographic network served by MVP, the City will offer the MVP Preferred PPO Plan as the sole plan.

The City shall provide these plans to the retired employees and their dependents.

In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule or regulation:

- A) impact in any way the health insurance plans, costs or benefits provided for in this Resolution (including but not limited to contractual benefits such as health insurance buy-outs or stipends); or
- B) raise a question as to whether the health insurance benefits provided for herein meet certain standards contained in such legislation, rules and/or regulations (including, but not limited to, compliance with legislation, rules, regulations, or any legislation, rules, or regulations which may cause the City to be charged any penalty, or those that govern whether plan benefits meet the "minimum essential benefits" standard or a similar standard, whether the City premium contribution levels are adequate and/or meet legal requirements, or whether the individual household affordability standard is satisfied); or
- C) permit an individual or group of individuals to receive benefits, subsidies, or credits through a health insurance exchange program (or any other government subsidy or benefit provided pursuant to the PPACA, HCERA, or any state or federal regulations or rules implementing health insurance reform laws);;

The City may immediately implement changes as necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes. Such changes may include, among others, modifications for individual employees, including modification to individual or group coverage, benefits, contributions or wages, to the extent necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, taxes, or cessation of payments toward the cost of benefit(s) if such benefit(s) are not compliant with the PPACA/HCERA or if such compliance would cause the City penalty or cost associated with avoidance of penalty.

The City shall provide such medical coverage for the widow or widower of the employee or retired employee in this resolution until the widow or widower's death or remarriage whichever occurs sooner. Children shall be covered until age 19 or as stipulated in the appropriate health care contract or otherwise as may be required by law.

"Retirees" shall be defined as full time employees who have served the City of Saratoga Springs for at least twenty consecutive years and retire from the New York State Employee's Retirement System Section 75i of the New York State Retirement Law and were serving as full time employees of the City of Saratoga Springs at the time of retirement. For the purposes of this definition, the commencement date of "full time employment" for the current Civil Service Secretary, Patsy Berrigan, shall be deemed September 4, 1995, and the number of consecutive years of full time employment required is ten, as per prior documentation.

An employee may elect not to participate in a plan of medical and health insurance benefits provided under this agreement and such employee shall be eligible to receive a payment of \$2,200.00 for single coverage, \$2,500.00 for two-person coverage or \$3,000.00 for family coverage per calendar year. No employee shall be eligible to receive such payment unless the employee shall have provided proof to the Finance Office that such employee and such employees' eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that such employee elected not to be covered by a plan provided by the Employer. Payments shall be made on December 15 of each year. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made on or about December 15th of each year to the Principal Account Clerk in the Finance Office in charge of City provided benefits pursuant to the regulations of the plan in effect together with evidence of coverage of such employee and such employee's eligible dependents under a comparable plan of medical and health insurance benefits. Such employee must promptly notify the Employer of termination of alternative medical and health insurance benefit coverage. In the event that an employee reenrolls in a health insurance program, the employee shall be permitted to a prorated portion of the \$2,200.00 (for single coverage), \$2,500.00 (for two-person coverage), or \$3,000.00 (for family coverage), payment but shall not be permitted to again opt-out of the insurance program during the calendar year.

Employees hired before July 1, 2011 shall be entitled to participate in the Health Reimbursement Arrangement as contracted by the City Council and will receive the full benefits of such as are being enjoyed by members of the collective bargaining units under the HRA Plan. The City shall provide this plan to the employee, their dependents, and retired employees and their dependents. Effective January 1, 2015, said employees will no longer be entitled to participate in the Health Reimbursement Arrangement. Employees shall have until March 31, 2015 to submit claims for expenditures incurred in 2014.

8. Vision: The City agrees to pay 100% of the cost of the Employee Benefit fund Vision Plan Platinum 12 for all employees and their dependents.

9. Disability: New York State Disability Insurance shall be offered to the employee.

10. Life: The City shall provide group term life insurance for the employee in the amount of \$5,000.00 while they are employed by the City of Saratoga Springs.

11. All increases in compensation and benefits paid to employees under this resolution shall be drawn from the budget of the employees department, except that if said departmental budget does not contain funds sufficient to pay the employee, the Head of that Department may draw any remaining compensation or payment due to the employee from the City's contingency budget.

12. Each employee shall receive longevity payments as follows:

- After 5 years of service \$250.00;
- After 10 years of service \$500.00;
- After 15 years of service \$1,550.00;
- After 19 years of service \$1,800.00;

and an additional \$250.00 each five (5) years thereafter.

All longevity payments shall be paid upon completion of the specified amounts of consecutive eligible service regardless of the title (s) held during that time.

J. Effective January 1, 2013, all employees covered by this resolution and who have been employed with the City for the past six consecutive months without interruption shall receive a 2% increase in salary.

K. Effective January 1, 2014, and for every year thereafter effective on the first of the year, all employees covered by this resolution, with the exception of the Human Resources Administrator for the year 2014, shall receive an increase in salary based on the Bureau of Labor Consumer Price Index – Northeast Region June (12-month) of the prior year. If there is no increase in the Bureau of Labor Consumer Price Index – Northeast Region June (12-month), then salaries remain unchanged. However, employees other than Executive Assistants and Deputies named herein must be employed with the City for six consecutive months prior to January 1 in order to be eligible for the increase in salary described in this paragraph.

L. This Resolution shall be reviewed by the City Council annually on the Commissioner of Finance's agenda, by no later than the first meeting in August of each year.

Commissioner Madigan moved and Commissioner Mathiesen seconded to approve the resolution for non-union full time personnel which was distributed with the agenda.

Ayes - All

Discussion and Vote: One-Time Stipend for the Assistant City Attorney (14-434)

Commissioner Madigan advised most Council members mentioned the assistant city attorney should received reimbursement for doing his position and the city attorney position.

Commissioner Madigan moved and Commissioner Mathiesen seconded to approve a one-time stipend for the assistant city attorney in the amount of \$2,000.

Ayes - All

Discussion and Vote: Health Care Plan Rate Renewals (14-435)

Commissioner Madigan stated the remaining 2 providers had their rates approved by the state – MVP co-plan 25 and the MVP PPO.

Commissioner Madigan moved and Commissioner Scirocco seconded to authorize the mayor to sign the health care contract rate renewals which were distributed with the agenda.

Ayes - All

Discussion and Vote: 2015 CSEA Vision Plan Renewal (14-436)

Commissioner Madigan stated this is a renewal for the vision plan offered through CSEA. There is an increase of \$.24 per employee per month.

Commissioner Madigan moved and Commissioner Mathiesen seconded to approve the mayor's required signature on the 2015 CSEA vision plan renewal.

Ayes - All

Discussion and Vote: Budget Transfers – Payroll (14-437)

Commissioner Madigan moved and Commissioner Mathiesen seconded to approve the 2014 budget transfers – payroll which were distributed with the agenda.

Ayes - All

Discussion and Vote: Budget Amendments – Interfund (14-438)

Commissioner Madigan moved and Commissioner Mathiesen seconded to approve the 2014 budget amendments – interfund transfer which were distributed with the agenda.

Ayes - All

Discussion and Vote: Budget Amendments – 2013 Excess Fund Balance for IT Security Initiative (14-439)

Commissioner Madigan moved and Commissioner Mathiesen seconded to approve the 2014 budget amendments – 2013 excess fund balance for IT security initiative which were distributed with the agenda.

Ayes - All

Discussion and Vote: Budget Amendments – Benefits (14-440)

Commissioner Madigan moved and Commissioner Scirocco seconded to approve the 2014 budget amendments – benefits which were distributed with the agenda.

Ayes - All

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization & Release – Discovery Communications LLC and Half Yard Productions (14-441)

Commissioner Scirocco advised this is a request for the City to sign a waiver for a television crew who will be filming part of a wedding to be held at the Canfield Casino.

Commissioner Scirocco moved and Commissioner Franck seconded to authorize the mayor to sign a waiver with Discovery Communications LLC and Half Yard Productions.

Ayes - All

Discussion and Vote: Authorization for the Mayor to Sign Agreement with the Unified Court System Fourth Judicial District (14-442)

Commissioner Scirocco stated this is the annual agreement with the courts for the cleaning of their facilities on the second floor. The renewal period is from April 1, 2014 – March 31, 2015. The proposed budget is \$33,442.

Commissioner Scirocco moved and Commissioner Madigan seconded to authorize the mayor to sign the renewal contract with the NYS Unified Court System for a period of April 1, 2014 – March 31, 2015 in the amount of \$33,442.

Ayes - All

Discussion and Vote: Authorization for the Mayor to Sign Time Extension Change Order – PCC Contracting Inc. – Spirit of Life (14-443)

Commissioner Scirocco this relates to the Spencer Trask Memorial masonry restoration. The final contract completion date is requested to be extended from December 23, 2014 to June 15, 2015.

Commissioner Scirocco moved and Commissioner Franck seconded to authorize the mayor to sign a time extension change order with PCC, Inc. for the Spirit of Life Project.

Ayes - All

Discussion and Vote: Authorization for the Mayor to Sign time Extension Change Order with CKM Electrical Services, Inc. (14-444)

Commissioner Scirocco stated this is a time extension change order relating to the parking garage LED light project. The lighting designer has determined additional lighting fixtures are required to obtain the desired light levels. Their completion date will need to be extended from October 8, 2014 to December 31, 2014.

Commissioner Scirocco moved and Commissioner Madigan seconded to authorize the mayor to sign a time extension change order with CKM Electrical Services for the parking garage LED fixtures replacement project.

Ayes - All

Discussion and Vote: Donation – John Hendrickson & Mary Lou Whitney (14-445)

Commissioner Scirocco read the following letter into the record from John Hendrickson:

Dear Council Members,

Marylou and I are pleased to offer the City of Saratoga Springs the following improvement as a gift for the benefit of the public:

The design, construction, supervision, commissioning, and installation of the common area at the end of Union Avenue as previously presented to the Council.

The construction of the gift will include the installation of a real life size horse bronze of the horse, Native Dancer, by noted artist, Gwen Reardon, as well as the associated landscape improvements and fountain. The value of this gift is approximately \$550,000.

Construction is anticipated to start November 19th and final completion is expected to be early in June of 2015.

We are happy to give back to the City we love and thank you in advance for your consideration.

Sincerely,

John Hendrickson

Commissioner Scirocco moved and Commissioner Madigan seconded to accept the donation of this gift from John Hendrickson and Mary Lou Whitney in the amount of \$550,000.

Ayes - All

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Agreement with Taser International (14-446)

Commissioner Mathiesen advised this is for the purchase and maintenance of 6 additional body cameras for police officers.

Commissioner Mathiesen moved and Commissioner Madigan seconded to authorize the mayor to sign an agreement with Taser International in the amount of \$11,574.50.

Funding is in lines A3143122 / 52620 and A3143124 / 54740.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Agreement with Stilsing Electric, Inc. (14-447)

Commissioner Mathiesen advised this agreement is for the replacement of a traffic signal at Washington Street and Federal Street.

Commissioner Mathiesen moved and Commissioner Madigan seconded to authorize the mayor to sign an agreement with Stilsing Electric, Inc. in the amount of \$117,000.

Funding is in line A3143314 / 54332.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Agreement with Navy Northeast (14-448)

Commissioner Mathiesen stated this is a 5 year agreement between the City and Navy Northeast for public safety services. Effective November 1, 2014, the monthly installments due are in the amount of \$8,592.54 for 2 years with no annual increase. As of May 1, 2016 the annual increase will be 2% per annum with the agreement expiring on October 31, 2019.

Commissioner Mathiesen moved and Commissioner Madigan seconded to authorize the mayor to sign an agreement with Northeast Housing, LLC.

Ayes - All

SUPERVISORS

Matthew Veitch

Saratoga County 2015 Budget

Supervisor Veitch reported their unappropriated fund balance has been growing. They approved additional changes to personnel in the amount of \$233,053. He brought forth a \$250,000 request to restart their open space and farmland program. The Committee approved all the changes.

Peter Martin

Building and Grounds

Supervisor Martin reported there are 3 firms interested in the recycling for the County. Bids are due by tomorrow. The Board also approved a sheriff substation in the Wilton Mall.

Public Health

Supervisor Martin reported approval of receipt of a grant in the amount of \$84,000 for children of special health care needs. They also authorized a contract with a professional health care employment agency to cover the cost of nurses and nurse assistants at Maplewood Manor for the remainder of this year. The County has not retained all of the staff needed therefore have gone to an outside agency.

Social Programs

Supervisor Martin reported they authorized the 2015 subcontracts for the Office of the Aging. They also approved the Home Energy Assistance Program (HEAP).

County Trails

Supervisor Martin reported the Zim Smith Trail is coming closer to completion. They are issuing an RFQ for the southern portion of the trail.

EXECUTIVE SESSION

Mayor Yepsen moved and Commissioner Scirocco seconded to adjourn to executive session regarding potential litigation at 9:18 p.m.

Ayes - All

The Council returned at 9:55 p.m. Mayor Yepsen advised nothing was decided in executive session to report to the public.

ADJOURNMENT

There being no further business, Mayor Yepsen adjourned the meeting at 9:56 p.m.

Respectfully submitted,

Lisa Ribis
Clerk
Approved:
Vote: