

AMENDMENT

Amendment #1 to Agreement Dated January 20, 2015.

BY AND BETWEEN,

THE COUNTY OF SARATOGA, a municipal corporation of the State of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020 (hereinafter “County”),

- and -

THE CITY OF SARATOGA SPRINGS, a municipal corporation duly organized under the laws of the State of New York, with a principal office at City Hall, 474 Broadway, Saratoga Springs, New York, 12866, (hereinafter “City”);

RECITALS:

WHEREAS, County and City entered into an agreement dated January 20, 2015, whereby City agreed to assume responsibility for the management of the collection of single – stream recyclables at the Recycling Center in the City of Saratoga Springs commencing on February 1, 2015; and

WHEREAS, County and City agreed that the County shall pay City the sum of \$32,027.00 for services to be rendered in 2015 commencing on February 1, 2015; and

WHEREAS, due to unanticipated delays in effecting the County’s conversion from multi-stream to single-stream recycling, the County’s conversion to single-stream recycling in the City will not commence until March 2, 2015; and

WHEREAS, it is necessary to amend the agreement entered into between the County and City dated January 20, 2015 to reflect the change in the commencement date of the City’s management of single-stream recycling at the City’s Recycling Center to March 2, 2015, and the concomitant reduction in the fee the County will pay the City for services rendered in 2015; and

WHEREAS, both County and City desire to amend the Agreement dated January 20, 2015 accordingly;

NOW, THEREFORE, the parties agree as follows:

1. The second sentence of Section 1 of the Agreement is amended to read as follows:

This Agreement shall commence and take effect on March 2, 2015, and shall continue through December 31, 2016.

2. Section 2 of the Agreement is amended to read as follows:

CONVERSION TO SINGLE-STREAM RECYCLING. The County shall convert from multi-stream recycling to single-stream recycling at the Recycling Center commencing March 2, 2015, unless said date is extended pursuant to the written mutual agreement of the parties.

3. The first sentence of Section 3 of the Agreement is amended to read as follows:

The County shall retain the services of a private waste hauler, pursuant to the Request for Proposals issued by the County on October 1, 2014, to collect, remove and transport single-stream recyclable materials from the Recycling Center commencing March 2, 2015.

4. The first sentence of Section 5 of the Agreement is amended to read as follows:

For the City's on-site management and oversight of the collection and removal of recyclable materials and scrap metal from the Recycling Center, the County shall pay City the sum of Twenty-Nine Thousand Two Hundred Forty-Six and 58/100 Dollars (\$29,246.58) for services rendered in 2015, payable on April 1, 2015, and the sum of Thirty-Five Thousand Dollars (\$35,000.00) for services rendered in 2016, payable on March 15, 2016; upon submission by the City to the County of a properly executed County Voucher.

5. Section 10 of the Agreement is amended to read as follows:

ADDITIONAL COSTS BORNE BY CITY. Commencing March 2, 2015, the City shall be responsible for the costs of maintaining electricity and phone service to the Recycling Center site. In addition, commencing March 2, 2015, the City shall be responsible for the costs of furnishing portable toilet facilities at the Recycling Center site in the event the City should decide to continue to provide toileting facilities at the site.

6. All other terms of said Agreement dated January 20, 2015 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this ____ day of _____, 2015.

Approved as to Form and Content:

COUNTY OF SARATOGA

Saratoga County Attorney

By: _____
MATTHEW E. VEITCH, Chairman
Saratoga County Board of Supervisors
Per Resolution # 257-2014

Approved as to Form and Content:

CITY OF SARATOGA SPRINGS

Saratoga Springs City Attorney

By: _____
Joanne D. Yepsen, Mayor
Pursuant to Resolution _____

